



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

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda

FEBRUARY 26, 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 Cortez, City Clerk

CALL TO ORDER: Mayor Bill Wells

ROLL CALL: City Clerk Angela Cortez

PLEDGE OF ALLEGIANCE TO FLAG AND MOMENT OF SILENCE

POSTINGS: The City Clerk posted Orders of Adjournment of the February 12, 2019, Meeting and the Agenda of the February 26, 2019, Meetings in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

National Read Across America Day

Neighborhood Watch Recognition

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 February 12, 2019, 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. Amendment to the Professional Services Agreement with Harris & Associates, Inc., for Engineering, Design, and Environmental Services for the Broadway Creek Repairs Project.

RECOMMENDATION:

That the City Council:

1. Authorizes the City Manager to negotiate and execute an amendment to the existing Professional Services Agreement with Harris & Associates, Inc., for engineering, design, and environmental services for the Broadway Earthen Channel Repair Project, in the not-to-exceed amount of \$375,000 for the existing two-year term; and,
2. Appropriates an additional \$375,000 from the Wastewater Fund to supplement the existing FY18/19 budget for the Broadway Earthen Channel Repairs, WW3586.

5. Amendment to the 2018 Five Year Regional Transportation Improvement Program (RTIP 18-03)

RECOMMENDATION:

That the City Council adopts the next Resolution in order, approving the amendment to the 2018 Five Year RTIP.

6. Encroachment Agreement to MCImetro Access Transmission Services Corporation for Installation and Operation of Fiber Optic Network in the City's Right-of-Way

RECOMMENDATION:

That the City Council adopts the next Resolution in order, authorizing an Encroachment Agreement with MCImetro Access Transmission Services Corporation for the installation and operation of a fiber optic telecommunications network within the City's right-of-way.

7. Contract Amendment to Proximity Access Upgrades

RECOMMENDATION:

That the City Council adopts the next Resolution in order to increase the contract for proximity access upgrades in the not-to-exceed amount of \$60,842.42.

8. Award of Bid No 021-19 – As-Needed Miscellaneous Fence/Guardrail Repair and Installation Re-Bid

RECOMMENDATION:

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

1. Approve Plans and Specifications for the As-Needed Miscellaneous Fence and Guardrail Repair and Installation Re-Bid project, Bid No. 021-19;
2. Find the third low bidder non-responsive for the reason set forth in this agenda report; and
3. Award the bid to the lowest responsive, responsible bidder, Quality Fence Co., Inc. in the amount of \$72,000 for the initial one-year term, with up to four additional one-year renewal options.

9. October – December 2018 Quarterly Treasurer's Report

RECOMMENDATION:

That the City Council receives the Treasurer's Report for the quarter ending December 31, 2018.

10. Purchase of Unmanned Aerial Vehicle (UAV) for Land Surveying

RECOMMENDATION:

That the City Council:

1. Authorizes the Capital Outlay Request to purchase new Land Surveying Unmanned Aerial Vehicle (UAV) Equipment; and,
2. Appropriates additional funding in the amount of \$1,000.

11. Community Event – Dinner and a Concert

RECOMMENDATION:

That the City Council approves the 2019 “Dinner and a Concert” series, subject to conditions.

12. Community Event in the Right-of-Way – Cajon Classic Cruise

RECOMMENDATION:

That the City Council approves the use of the public right of way for the 2019 “Cajon Classic Cruise” series, subject to conditions.

13. Declaration of Emergency for Sewer Repairs on North Pierce Street.

RECOMMENDATION:

That the City Council:

1. Adopts the next Resolution in order, making a Declaration of Emergency and determine that the public interest and necessity requires the immediate expenditure of public money to safeguard life, health, or property as provided in Public Contract Code section 22050; and,
2. Authorizes the City Manager to enter into an emergency contract(s) to repair sewer facilities as provided in El Cajon Municipal Code section 2.04.145, and to waive the bidding requirement in accordance with El Cajon Municipal Code section 3.20.010 (c)(6).

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:

14. Delinquent Refuse Collection Charges

RECOMMENDATION:

That the City Council:

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

15. Delinquent Sewer Service Charges

RECOMMENDATION:

That the City Council:

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

ADMINISTRATIVE REPORTS:

16. Consideration to Exempt Municipal Projects from the Zoning Code and Entitlement Process.

RECOMMENDATION:

That the City Council:

1. Directs the Planning Commission to hold a public hearing at its March 19, 2019 meeting and process an amendment exempting municipal projects and uses from the El Cajon Municipal Code; and
2. Directs the City Clerk to publish a notice of public hearing for the March 26, 2019 meeting where the City Council will decide on the Planning Commission's recommendation.

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.

- 17. Council Activity Report
- 18. Legislative Report

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

- 19. **COUNCILMEMBER GARY KENDRICK**
METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.
- 20. **COUNCILMEMBER BOB MCCLELLAN**
MTS (Metropolitan Transit System Board); Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate.
- 21. **COUNCILMEMBER BEN KALASHO**
- 22. **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:

- 23. El Cajon Animal Shelter Donations for January 2019

RECOMMENDATION:

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

Jerry Held	\$10,000.00
Steve and Tamra Bailey	\$200.00
Anonymous	\$196.06
Total	\$10,396.06

ORDINANCES: FIRST READING

ORDINANCES: SECOND READING AND ADOPTION

CLOSED SESSIONS:

ADJOURNMENT: The Adjourned Regular Joint Meeting of the El Cajon City Council/ El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 26th day of February 2019, is adjourned to Tuesday, February 26, 2019, at 7:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: February 26, 2019

TO: Honorable Mayor and City Councilmembers

FROM: Angela Cortez, 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 February 12, 2019, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

02-12-19 Draft Minutes 3 PM

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

February 12, 2019

A Regular Joint Meeting of the El Cajon City Council/Housing Authority/ Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, February 12, 2019, was called to order by Mayor/Chair Bill Wells at 3:03 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

ROLL CALL

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

Mayor Wells invited Phillip Garcia, a Valhalla High School student, to lead the PLEDGE OF ALLEGIANCE and a MOMENT OF SILENCE. (The Courts have concluded that sectarian prayer as part of City Council meetings is not permitted under the Constitution).

POSTINGS: The City Clerk posted Orders of Adjournment of the January 22, 2019, meetings and the Agenda of the February 12, 2019, meeting in accordance with State Law and El Cajon City/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

PRESENTATIONS:

- **Presentation: Teen Coalition Update**

AGENDA CHANGES: None

CONSENT ITEMS: (1 – 11)

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

Approves Minutes of the February 12, 2019, meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

2. Warrants

Approves payment of Warrants as submitted by the Finance Department.

3. Approval of Reading Ordinances by Title only

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

4. Award of Bid No 024-19 – Slurry (Various Locations) Multi-Year Contract

Adopts Resolutions No. 012-19 and No. 013-19, in order, to:

1. Approve Plans and Specifications for the Slurry (Various Locations) Multi-Year Contract, Bid No. 024-19;
2. Find the fourth low bidder non-responsive for the reason set forth in this agenda report; and
3. Award the bid to the lowest responsive, responsible bidder, American Asphalt South, Inc. in the amount of \$466,213.45 for the initial one-year term, with up to four additional one-year renewal options.

DISCUSSION

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

- Advantages of a five year contract include savings of the overall contract;
- Saves staff time in not having to rebid the job;
- Ability to apply for grant funds immediately while contract is valid; and
- Attracts more potential bidders.

CONSENT ITEMS: (Item 4 - Continued)

MOTION BY GOBLE, SECOND BY KENDRICK, to ADOPT Resolution No. 012-19, approving plans and specifications for the slurry, and ADOPT Resolution No. 013-19, awarding bid to American Asphalt South, Inc. for slurry (various locations), multi-year contract.

MOTION CARRIED BY UNANIMOUS VOTE.

5. Disposal of Retired Property

Declares the listed property retired and authorizes disposal in accordance with policy.

6. Time Extension of Tentative Subdivision Map (TSM) 662; Magnolia Hills at South Magnolia Avenue; Engineering Job No. 3568

Grants a one-year time extension for TSM 662 (Magnolia Hills) and set the new expiration date to be February 14, 2020, in accordance with Municipal Code Section 16.12.110.

7. July - September 2018 Quarterly Treasurer's Report

Receives the Treasurer's Report for the quarter ending September 30, 2018.

8. Community Event – 2019 July 4th Picnic at Kennedy Park

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

9. Appointments to the Personnel Commission and the Public Safety Facility Financing Oversight Committee

Makes the following appointments:

1. Mr. Edward A. Martinez to the Personnel Commission, for a term to expire on January 31, 2023; and
2. Mr. Christopher J. Noble to the Public Safety Facility Financing Oversight Committee, for a term to expire on January 31, 2023.

CONSENT ITEMS: (Continued)

10. Acceptance of SANDAG 2019 Go by Bike Mini Grant to Host a Community Bike Ride

Adopts Resolution No. 014-19, accepting a grant in the amount of \$2,855 from SANDAG's Go by Bike Mini Grant Program; and authorizing the City Manager or such person designated by the City Manager to execute a grant agreement with SANDAG, and such other documents necessary for the receipt of the grant funds, all in such form approved by the City Attorney.

11. Community Event in the Right-of-Way – RunEC

Approves the use of the public right-of-way for the RunEC St. Patrick's Day Half Marathon / 5K.

MOTION BY WELLS, SECOND BY KENDRICK, to APPROVE Consent Items 1–3 and 5–11.

MOTION CARRIED BY UNANIMOUS VOTE.

PUBLIC COMMENT:

Mayor Wells and **Councilmember McClellan** invited students from Valhalla High School in the audience to introduce themselves to Council.

Robert Clark spoke against the requirement for students from Valhalla High School to come up to the podium to speak. Mr. Clark stated that he finds the request anti-democratic and hopes that other members of the Council would speak against it.

Bonnie Price requested a date for the reopening of East County Performing Arts Center (ECPAC) and inquired on the status of the inspection of Southwest Keys program.

In response to Ms. Price's question regarding ECPAC, **Mayor Wells** advised that September is the projected date for the opening, which will operate under the management of Live Nation Entertainment.

PUBLIC COMMENT: (Continued)

City Manager Mitchell advised Ms. Price that he, **Assistant City Manager DiMaggio** and **Community Development Director Shute** toured the Southwest Keys facility. They met with facility staff, and staff of the refugee and relocation office, who supervise the facility. **City Manager Mitchell** indicated that the facility is heavily regulated, both by the State and the Federal government. They discovered that the facility provides a good environment for the residents. **City Manager Mitchell** advised that the City reached out to the State in reference to a license violation, but such a violation was not discovered. He indicated that councilmembers interested in a tour of the facilities need to complete paperwork for approval.

Whitney Lopez, representing Trauma Intervention Program (TIP), spoke about the program and discussed the upcoming TIP academy. Ms. Lopez thanked the City for allowing TIP the opportunity to serve the community.

Abraham Muheize, representing San Diego Kings, a basketball league, inquired on how the team can participate in city events. Mr. Muheize invited Councilmembers to one of their sporting events.

Councilmember Kalasho spoke in favor of Mr. Muheize's mission.

Deputy Mayor Goble spoke in favor of the San Diego Kings participating in the America on Main Street event, and suggested that staff considers the opportunity.

WRITTEN COMMUNICATIONS: None

PUBLIC HEARINGS:

12. 1st Amendment to FY 2018-19 One Year Action Plan for Re-allocation of Available CDBG Funds

RECOMMENDATION:

Staff recommends that the City Council:

1. Re-allocates \$195,000 in available Community Development Block Grant (CDBG) Funds to the East County Performing Arts Center ADA Improvements Project (IFM3471/C0919); and
2. Appropriates \$195,000 of CDBG funding to Capital Improvement Project IFM3471 East County Performing Arts Center Improvements.

DISCUSSION

Community Development Senior Management Analyst, Jamie van Ravesteyn, provided a summary of the Item.

PUBLIC HEARINGS: (item 12 - Continued)

Mayor Wells opened the public hearing.

No one came forward to speak.

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

MOTION CARRIED BY UNANIMOUS VOTE.

MOTION BY McCLELLAN, SECOND BY KENDRICK, to RE-ALLOCATE \$195,000 in available Community Development Block Grant (CDBG) Funds to the East County Performing Arts Center ADA Improvements Project (IFM3471/C0919); and APPROPRIATES \$195,000 of CDBG funding to Capital Improvement Project IFM3471 East County Performing Arts Center Improvements.

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

ADMINISTRATIVE REPORTS:

13. Report on the Efficiency of the 911 System

RECOMMENDATION:

No action is required by the City Council at this time. This item is information only.

DISCUSSION

Assistant City Manager, Vince DiMaggio, provided detailed information of the Item.

Mayor Wells opened the public hearing.

No one came forward to speak.

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

- Respond time and follow-up for non-emergency calls;
- Public education to improve understanding of incomplete and abandoned calls;
- Dispatchers attempt to contact reporting party, and confirm assistance required to accidental calls;
- Non-emergency call rate of 18% is consistent with other jurisdictions;
- Request for statistics on call times for translators to be available for non-English speaking calls;

ADMINISTRATIVE REPORTS: (Item 13 - Continued)

- Dispatcher's ability and skill to triage priority calls; and
- Potentially tracking data on call types from business vs. resident and multi-family vs. single family home.

14. Update on City of El Cajon's Homeless Programs

RECOMMENDATION:

That the City Council receives a report regarding the City's homeless programs and provide feedback.

DISCUSSION

City Manager Mitchell, provided detailed information of the Item.

Mayor Wells opened the public hearing.

Discussion ensued among **Council, Staff and Harold Brown** concerning the following:

- Total of 109 individuals placed in permanent housing;
- Average cost per person was \$1,300.00;
- Success of program may be gauged by people not returning to the homeless situation;
- Consider bigger pan handling signs to include the contact number to various homeless programs in the city;
- Increased budget does not guarantee greater ability to place more people into permanent housing;
- Dealing with people who do not want to be off the streets; and
- Opening a rotational night shelter in different parts of the city;

Bonnie Price congratulated the County Board of Supervisors who used surplus funds to provide housing for asylum seekers. Ms. Price spoke about the religious requirements at the East County Transitional Living Center (ECTLC) and Salvation Army, which she said can be deterrent to some asking for assistance. Ms. Price asked the city to investigate residents of ECTLC signing over their welfare benefits to the facility.

In response to Ms. Price's statement, **Deputy Mayor Goble** clarified that the City contributes to the 28-day emergency shelter

Harold Brown, founder of ECTLC, stated that by County Welfare requirements, an individual must either refuse the EBT (Electronic Benefit Transfer) benefits or provide 2/3rd of their EBT to the facility, for the meals they receive. Mr. Brown confirmed that there are no religious activity requirements for someone who participates in the 28-day emergency shelter program.

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.

15. Council Activities Report/Comments

Report as stated.

16. Legislative Update

Report: Bill Wells, Mayor

Mayor Wells, provided information on SB 50, which proposes changes to the current density bonus law, and introduces the concept of an equitable community incentive for projects proposed in a job-rich environment or transit-rich environment. The bill is active and has been referred to the Housing Committee. The League of California Cities position on the bill is to watch. Updates will be provided as the bill progresses.

ACTIVITIES REPORTS OF COUNCILMEMBERS:

17. COUNCILMEMBER GARY KENDRICK
METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.

Council Activities Report/Comments.

Report as stated.

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

Council Activities Report/Comments.

Report as stated.

ACTIVITIES REPORTS OF COUNCILMEMBERS: (Continued)

19. COUNCILMEMBER BEN KALASHO

Council Activities Report/Comments.

Report as stated.

20. 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.

Council Activities Report/Comments.

Report as stated.

JOINT COUNCILMEMBER REPORTS:

21. Service Request Application for Mobile Devices and Computers

DISCUSSION

Deputy Mayor Goble provided a summary of the Item.

Councilmember Kalasho stated he had previously discussed this item with former City Manager Williford, who indicated that the fund for this item was already approved, and that the website was being set up to include the application.

Deputy Mayor Goble advised that our current city application would not accept an iPhone file format submitted through the service request application.

MOTION BY GOBLE, SECOND BY KENDRICK, to DIRECT staff to investigate a mobile application for use and to provide a recommendation within 90 days.

MOTION CARRIED BY UNANIMOUS VOTE.

GENERAL INFORMATION ITEMS FOR DISCUSSION:

22. Teen Coalition Status Report

RECOMMENDATION:

That the City Council receives and files the information-only Teen Coalition status report.

ORDINANCES: FIRST READING - None

ORDINANCES: SECOND READING AND ADOPTION

23. Ordinance Adding Chapter 16.56 to the El Cajon Municipal Code for the Creation of Easements by Recorded Covenants

RECOMMENDATION:

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

An Ordinance adding a new Chapter 16.56 to the El Cajon Municipal Code Addressing Easements

DISCUSSION

No one came forward to speak.

The **City Clerk** recited the title of the ordinance for a second reading.

An Ordinance Adding a new Chapter 16.56 to the El Cajon Municipal Code Addressing Easements

MOTION BY KENDRICK, SECOND BY GOBLE, to Adopt Ordinance No. 5077, ADDING Chapter 16.56 to the El Cajon Municipal Code for the Creation of Easements by Recorded Covenants.

MOTION CARRIED BY UNANIMOUS VOTE.

ORDINANCES: SECOND READING AND ADOPTION (Continued)

- 24. Ordinance Amending Chapter 2.12 of the El Cajon Municipal Code related to City Council Procedures

RECOMMENDATION:

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

An Ordinance amending Chapter 2.12 of the El Cajon Municipal Code Relating to City Council Procedures

DISCUSSION

Robert Clark spoke against amending the El Cajon Municipal Code relating to the City Council procedures.

Deputy Mayor Goble asked Mr. Clark, if a non-resident speaking on behalf of a resident would change his mind.

Mr. Clark responded that the individual should consider someone living in the city as their spokesperson.

Mayor Wells added that some speakers may not live in the city; however, they may have a business in the city. **Mayor Wells** indicated that it is a constitutional issue, and that free speech cannot be regulated.

The **City Clerk** recited the title of the ordinance for a second reading.

An Ordinance Amending Chapter 2.12 of the El Cajon Municipal Code related to City Council Procedure.

MOTION BY McCLELLAN, SECOND BY KENDRICK, to ADOPT Ordinance No. 5078, AMENDING Chapter 2.12 of the El Cajon Municipal Code related to City Council Procedure.

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

ORDINANCES: SECOND READING AND ADOPTION (Continued)

25. Ordinance Rezoning the Family Health Center Expansion - proposed general plan amendment, zone reclassification, and site development plan permit for a medical office building - 525 East Main Street.

RECOMMENDATION:

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

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

DISCUSSION

No one came forward to speak.

The **City Clerk** recited the title of the ordinance for a second reading.

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

MOTION BY McCLELLAN, SECOND BY KENDRICK, to ADOPT Ordinance No. 5079, REZONING property located on the East side of Taft Avenue between East Main Street and East Lexington Avenue: APN: 488-233-51, from the P (Parking) to C-G (General Commercial); General Plan Designation; General Commercial (GC).

MOTION CARRIED BY UNANIMOUS VOTE.

CLOSED SESSIONS:

26. Closed Session - Conference with Legal Counsel - Anticipated Litigation – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9
Number of potential cases: 1
Claim of Mohammad Haj Hamad on behalf of minor, Mais Haj Hamad
27. Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9: El Cajon Police Officers Association, et al. v. City of El Cajon
San Diego Superior Court Case No. 37-2019-00005450-CU-WM-CTL

CLOSED SESSIONS: (Continued)

- 28. Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956: City of El Cajon vs. ASSCS, LLC; Cloud 9 Wellness Center, Inc.; and Does 1 through 50, inclusive, San Diego Superior Court, Case No. 37-2018-00012001-CU-OR-CTL

- 29. Closed Session - Conference with Legal Counsel - Anticipated Litigation – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9: Number of potential cases: 1

MOTION BY WELLS, SECOND BY McCLELLAN, to ADJOURN to Closed Session at 4:23 p.m.

MOTION CARRIED BY UNANIMOUS VOTE.

RECONVENE TO OPEN SESSION AT 4:52 P.M.

City Attorney Foley reported the following actions:

- Item #26: Direction given to legal counsel.
- Item #27: Direction given to legal counsel.
- Item #28: Direction given to legal counsel.
- Item #29: No reportable 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 12th day of February 2019, at 4:53 p.m., to Tuesday, February 26, 2019, at 3:00 p.m.

Angela Cortez
City Clerk/Secretary



City Council Agenda Report

Agenda Item 4.

DATE: February 26, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: Amendment to the Professional Services Agreement with Harris & Associates, Inc., for Engineering, Design, and Environmental Services for the Broadway Creek Repairs Project.

RECOMMENDATION:

That the City Council:

1. Authorizes the City Manager to negotiate and execute an amendment to the existing Professional Services Agreement with Harris & Associates, Inc., for engineering, design, and environmental services for the Broadway Earthen Channel Repair Project, in the not-to-exceed amount of \$375,000 for the existing two-year term; and,
2. Appropriates an additional \$375,000 from the Wastewater Fund to supplement the existing FY18/19 budget for the Broadway Earthen Channel Repairs, WW3586.

BACKGROUND:

Broadway Channel is approximately one mile in length and meanders northwesterly through the east part of the City, from Broadway (east of Ballantyne Street) to North Marshall Avenue (north of Bradley Avenue). The channel lies roughly half within City limits and the other half within County of San Diego's jurisdiction.

Storms, over the past decade, have caused significant damage and erosion to the existing earthen channel. This project aims to improve the stability of the channel, the flood conveyance capacity, provide further flood protection for private property, restore the natural water cleaning properties of the channel by removing invasive plant species that currently clog the waterway, and rejuvenate the natural habitat with native plant species that improve air quality by absorbing green house gases.

On August 8, 2017, the City Council authorized the City Manager to negotiate a Professional Services Agreement (PSA) with Harris and Associates, Inc., to prepare preliminary plans and environmental studies for those portions of the creek within City limits. On September 11, 2018, the City Council authorized the City Manager to negotiate an amendment to the Harris PSA for the preparation of construction documents, environmental clearance, and permitting for those portions of the channel within City limits.

Since that time, multiple grant funding opportunities have become available for shovel ready construction projects that provide a regional benefit. Portions of Broadway Channel are within the County of San Diego and private development limits. Both the County of San Diego and Priest Development have expressed an interest in participating in the project, with the City as the lead agency. Staff is recommending approval of a second contract amendment to the Harris PSA to include these portions of the project and to assist the City with multiple grant applications for construction funding.

FISCAL IMPACT:

Approval of the second contract amendment will supplement the existing Harris PSA with an additional \$375,000, to be added to the already approved contract amount of \$455,000 for a total contract amount of \$830,000. The additional funds will be partially reimbursed by the County and the private development project by Priest Development through a subdivision agreement. All funds expended by the City for this project will serve as credit for required matching funds. The \$375,000 will be appropriated from the Wastewater Fund to supplement the FY18/19 budget for Activity [650900-8325](#), WW3586. The project total is estimated to be \$10 Million, of which \$9 Million will be grants. All expenditures excluding grants will be paid from the Wastewater Enterprise fund.

Prepared By: David Keltner, Principal Engineer

Reviewed By: Dirk Epperson, Director of Public Works

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: February 26, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: Amendment to the 2018 Five Year Regional Transportation Improvement Program (RTIP 18-03)

RECOMMENDATION:

That the City Council adopts the next Resolution in order, approving the amendment to the 2018 Five Year RTIP.

BACKGROUND:

Local SANDAG TransNet regulations require the City to hold a public meeting regarding any proposed amendments to the Five Year Regional Transportation Improvement Program (RTIP). TransNet is the countywide half-cent sales tax for local transportation projects that was first approved by voters in 1988, and extended in 2004 for another 40 years. The current Five Year 2018 RTIP was formally adopted by City Council on April 24, 2018. The RTIP is a prioritized capital improvement program designed to implement the region's overall strategy for providing mobility and improving the efficiency and safety of the City's transportation system. The City receives approximately \$2.5 million annually in TransNet funds for transportation capital improvement projects.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed list of changes to the RTIP is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), according to section 15301, Class 1(c) of the CEQA Guidelines. Section 15301 contains an exemption for the maintenance of public streets.

FISCAL IMPACT:

The proposed transfer of TransNet funds does not impact any appropriations in the current Fiscal Year 2018-19 budget, including the General Fund.

REPORT:

This proposed amendment includes the following changes to the existing RTIP programmed list of projects:

- Close the Pavement Management System (EL32) project. The Pavement Management System project is complete and is currently used as a tool to prioritize future pavement maintenance projects in the City.

- Close the Marshall Avenue Widening Feasibility Study (EL35) project. Preliminary analysis of forecasted traffic volumes on Marshall Avenue do not require the widening of Marshall Avenue from Bradley Avenue to Fesler Street in the future.
- Transfer cash balances from closed TransNet projects (EL27-PW3432, EL28-PW3402, and EL30-PW3482) and reprogram the project balance of \$19,690.00 to the (EL03) Street Overlay project.
- Transfer cash balances from closed TransNet projects (EL25-PW3375 and EL32-PW3511) and reprogram the project balance of \$6,546.00 to the Sidewalk Improvement (EL11) project.
- Reprogram an additional \$200,000.00 to the Street Overlay (EL03) project account. This is an annual program that provides for the re-paving of local and major streets within the City in conjunction with the pavement management program which prioritizes streets based on their existing pavement conditions.
- Reprogram an additional \$130,000.00 to the Sidewalk Improvement (EL11) project account. This is an annual program that provides for the installation of new and repairs of existing sidewalk.
- Reprogram an additional \$100,000.00 to the Traffic Safety/Calming (EL29) project account. This is an annual program that provides for the installation of new traffic safety calming measures such as street striping, enhanced visibility crosswalks, and radar speed feedback signs.

Prepared By: Mario Sanchez, City Traffic Engineer

Reviewed By: Dirk Epperson, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

SANDAG Resolution

El Cajon 2018 RTIP list of projects

Resolution

**RESOLUTION OF THE CITY OF EL CAJON
ADOPTING/APPROVING AN AMENDMENT TO THE *TRANSNET*
LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS
FOR FISCAL YEARS 2019 THROUGH 2023**

WHEREAS, on November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (*TransNet* Extension Ordinance); and

WHEREAS, the *TransNet* Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (*TransNet*) funds; and

WHEREAS, the City of El Cajon was provided with an estimate of annual *TransNet* local street improvement revenues for fiscal years 2019 through 2023; and

WHEREAS, the City of El Cajon approved its 2018 *TransNet* Local Street Improvement Program of Projects (POP) on April 24, 2018 and the City of El Cajon desires to make adjustments to its Program of Projects; and

WHEREAS, the City of El Cajon has held a noticed public hearing with an agenda item that clearly identified the proposed amendment prior to approval of the projects by its authorized legislative body in accordance with Section 5(A) of the *TransNet* Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31.

NOW THEREFORE, BE IT RESOLVED that City of El Cajon requests that SANDAG make the following changes to its 2018 POP (the "Amendment"):

- 1) Close the Pavement Management System (EL32) project. The Pavement Management System project is complete and is currently used as a tool to prioritize future pavement maintenance projects in the City.
- 2) Close the Marshall Avenue Widening Feasibility Study (EL35) project. Preliminary analysis of forecasted traffic volumes on Marshall Avenue do not require the widening of Marshall Avenue from Bradley Avenue to Fesler Street in the future.
- 3) Transfer cash balances from closed *TransNet* projects (EL27-PW3432, EL28-PW3402, and EL30-PW3482) and reprogram the project balance of \$19,690.00 to the (EL03) Street Overlay project.
- 4) Transfer cash balances from closed *TransNet* projects (EL25-PW3375 and EL32-PW3511) and reprogram the project balance of \$6,546.00 to the Sidewalk Improvement (EL11) project.
- 5) Reprogram an additional \$200,000.00 to the Street Overlay (EL03) project account. This is an annual program that provides for the re-paving of local and major streets within the City in conjunction with the pavement management program which prioritizes streets based on their existing pavement conditions.

- 6) Reprogram an additional \$130,000.00 to the Sidewalk Improvement (EL11) projects account. This is an annual program that provides for the installation of new and repairs of existing sidewalk.
- 7) Reprogram an additional \$100,000.00 to the Traffic Safety/Calming (EL29) project account. This is an annual program that provides for the installation of new traffic safety calming measures such as street striping, enhanced visibility crosswalks, and radar speed feedback signs.

BE IT FURTHER RESOLVED that pursuant to Section 2(C)(1) of the *TransNet* Extension Ordinance, the City of El Cajon certifies that no more than 30 percent of its annual revenues shall be spent on local street and road maintenance-related projects as a result of the Amendment.

BE IT FURTHER RESOLVED that pursuant to Section 4(E)(3) of the *TransNet* Extension Ordinance, the City of El Cajon certifies that all new or changed projects, or major reconstruction projects included in the Amendment and funded by *TransNet* revenues shall accommodate travel by pedestrians and bicyclists, and that any exception to this requirement permitted under the Ordinance and proposed was clearly noticed as part of the City of El Cajon's public hearing process for the Amendment.

BE IT FURTHER RESOLVED that the City of El Cajon does hereby certify that all applicable provisions of the *TransNet* Extension Ordinance and SANDAG Board Policy No. 31 have been met.

BE IT FURTHER RESOLVED that the City of El Cajon continues to agree to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to City of El Cajon's *TransNet* funded projects.

PASSED AND ADOPTED by the City of El Cajon on the ____ day of ____, 2019.

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

El Cajon, City of

MPO ID: EL03		AMENDMENT: 18-03								
Project Title: Overlay/Reconstruction Projects									RAS (M-39)	
Project Description: Various locations as attached - street reconstruction and overlays greater than 1" thick, including collectors, thoroughfares & residential streets									TransNet - LSI: CR	
Capacity Status: NCI		Exempt Category: Safety - Pavement resurfacing and/or rehabilitation								
Est Total Cost: \$32,133										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - L	\$6,747	\$6,747								\$6,747
TransNet - L (Cash)	\$2,541	\$2,541								\$2,541
TransNet - LSI	\$14,233	\$5,903	\$1,600	\$1,654	\$1,856	\$1,600	\$1,620			\$14,233
TransNet - LSI (Cash)	\$416	\$397	\$20							\$416
TransNet - LSI Carry Over	\$6,209	\$5,627	\$182	\$400						\$6,209
Local Funds	\$1,707		\$1,707							\$1,707
Local RTCIP	\$280	\$280								\$280
TOTAL	\$32,133	\$21,495	\$3,509	\$2,054	\$1,856	\$1,600	\$1,620			\$32,133

MPO ID: EL06		ADOPTION: 18-00								
Project Title: Traffic Signals Projects									RAS (M - 39)	
Project Description: In El Cajon - replacement of interconnect cable on Chase Ave, El Cajon Blvd, Mollison Ave, and Washington Ave; modification of existing traffic signals and various location to improve traffic flow and safety; replacement of battery back-up system batteries at various locations; ongoing system maintenance for the RAMS traffic signal management system - new, upgrade or modification of traffic signals and Traffic Management Center, including rewire, modifications, replacement of signal interconnect cable, wireless video monitoring cameras and other necessary equipment; funds for ongoing RAMS maintenance support costs. TransNet - LSI RAMS of of \$10 is programmed through FY 2020									TransNet - LSI: CR	
Capacity Status: NCI		Exempt Category: Other - Traffic signal synchronization projects								
Est Total Cost: \$3,113										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - L	\$580	\$580								\$580
TransNet - L (Cash)	\$380	\$380								\$380
TransNet - LSI	\$1,566	\$746	\$10	\$210	\$200	\$200	\$200	\$49		\$1,517
TransNet - LSI (Cash)	\$8	\$8								\$8
TransNet - LSI Carry Over	\$579	\$459	\$120							\$579
TOTAL	\$3,113	\$2,173	\$130	\$210	\$200	\$200	\$200	\$49		\$3,064

* Pending final SANDAG approval

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

El Cajon, City of

MPO ID: EL11		AMENDMENT: 18-03								
Project Title: Sidewalk and other Repairs		TransNet - LSI: Maint								
Project Description: In El Cajon - various locations as shown on uploaded project list - repair broken sidewalk, installation of new sidewalk, driveway, ramps, etc.										
Capacity Status: NCI		Exempt Category: Air Quality - Bicycle and pedestrian facilities								
Est Total Cost: \$3,073										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - L	\$450	\$450						\$150		\$300
TransNet - L (Cash)	\$250	\$250								\$250
TransNet - LSI	\$2,010	\$465	\$350	\$350	\$350	\$205	\$290			\$2,010
TransNet - LSI (Cash)	\$8	\$1	\$7							\$8
TransNet - LSI Carry Over	\$355	\$225		\$130						\$355
TOTAL	\$3,073	\$1,391	\$357	\$480	\$350	\$205	\$290	\$150		\$2,923

MPO ID: EL18		ADOPTION: 18-00								
Project Title: Street Light Installation Projects		TransNet - LSI: CR								
Project Description: In El Cajon, various locations citywide - provide for new street lights which include removing wooden pole mounted lights for underground utility district projects and the retro-fit of existing high pressure sodium street lights with energy efficient LED street lights										
Capacity Status: NCI		Exempt Category: Safety - Lighting improvements								
Est Total Cost: \$937										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - L (Cash)	\$37	\$37								\$37
TransNet - LSI	\$500	\$200	\$50	\$50		\$100	\$100			\$500
TransNet - LSI Carry Over	\$400	\$100	\$100	\$100	\$100					\$400
TOTAL	\$937	\$337	\$150	\$150	\$100	\$100	\$100			\$937

MPO ID: EL21		ADOPTION: 18-00								
Project Title: Street Resurfacing with slurry seals and ARAM products		TransNet - LSI: Maint								
Project Description: Various locations throughout the City of El Cajon - street resurfacing with slurry seals and asphalt rubber aggregate membrane (ARAM) - less than 1" thick										
Capacity Status: NCI		Exempt Category: Safety - Pavement resurfacing and/or rehabilitation								
Est Total Cost: \$6,619										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - LSI	\$2,800	\$1,646	\$112	\$42		\$500	\$500			\$2,800
TransNet - LSI (Cash)	\$5	\$5								\$5
TransNet - LSI Carry Over	\$3,814	\$2,014	\$600	\$600	\$600					\$3,814
TOTAL	\$6,619	\$3,665	\$712	\$642	\$600	\$500	\$500			\$6,619

* Pending final SANDAG approval

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

El Cajon, City of

MPO ID: EL29		AMENDMENT: 18-03								
Project Title:	Traffic Safety/Calming							TransNet - LSI: CR		
Project Description:	Madison Avenue, Taft Avenue, and other locations in - El Cajon; install traffic safety and calming improvements such as street striping, stop signs, speed cushions, and radar speed feedback signs									
Capacity Status:	NCI		Exempt Category: Safety - Safer non-Federal-aid system roads							
Est Total Cost: \$839										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - LSI	\$608	\$208	\$100	\$200	\$100					\$608
TransNet - LSI (Cash)	\$11	\$11								\$11
TransNet - LSI Carry Over	\$220	\$220								\$220
TOTAL	\$839	\$439	\$100	\$200	\$100					\$839

MPO ID: EL37		ADOPTION: 18-00								
Project Title:	CAP Environmental and Benefit Cost Analysis (part of Lump Sum V10)									
Project Description:	Not Location Specific - The City of El Cajon is preparing a Climate Action Plan. This project will result in an Environmental Impact Report and Benefit-Cost Analysis for the CAP									
Capacity Status:	NCI		Exempt Category: Other - Engineering studies							
Est Total Cost: \$190										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - SGIP	\$150		\$150					\$150		
Local Funds	\$40		\$40					\$40		
TOTAL	\$190		\$190					\$190		

MPO ID: EL38		ADOPTION: 18-00								
Project Title:	Active Transportation Plan (part of Lump Sum V17)							SANDAG ID: 19011001		
Project Description:	In El Cajon - Citywide - This effort will develop an Active Transportation Plan for the City of El Cajon. Key deliverables will include a Sidewalk/Pedestrian Master Plan, an update to the 2011 Bicycle Master Plan. incorporation and prioritization of the findings from the City's ongoing Safe Routes to School program, and refinement of the conceptual mobility improvements found in the City's Transit District Specific Plan									
Capacity Status:	NCI		Exempt Category: Air Quality - Bicycle and pedestrian facilities							
Est Total Cost: \$230										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
Local Funds	\$23			\$10	\$13			\$23		
TDA	\$207			\$150	\$57			\$207		
TOTAL	\$230			\$160	\$70			\$230		

* Pending final SANDAG approval

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

El Cajon, City of

MPO ID: EL39							ADOPTION: 18-00			
Project Title: El Cajon Bicycle Parking Enhancement Project (part of Lump Sum V17)							SANDAG ID: 19011002			
Project Description: In El Cajon - Various locations throughout El Cajon - The El Cajon Bicycle Parking Enhancement Project will install bicycle racks throughout El Cajon's bicycle network. The Bicycle racks will provide cyclists with safe, secure, and convenient parking for end- of-trip storage and enhance regional and local bicycle networks.										
Capacity Status: NCI							Exempt Category: Air Quality - Bicycle and pedestrian facilities			
Est Total Cost: \$63										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
Local Funds	\$13			\$10	\$3			\$10		\$3
TDA	\$50			\$20	\$30			\$20		\$30
TOTAL	\$63			\$30	\$33			\$30		\$33

MPO ID: EL40							AMENDMENT: 18-01			
Project Title: El Cajon Transit Center Community Connection Improvements (part of Lump Sum V10)							SANDAG ID: 1224067			
Project Description: El Cajon - El Cajon Boulevard between Chamberlain Avenue and Lexington Avenue, along Palm Avenue between Marshall Avenue and El Cajon Boulevard, and along Johnson Avenue approaching El Cajon Boulevard. - This project is the first phase of proposed improvements that will revitalize the Transit District by creating a sense of place and providing a direct link to transit by installing elements that will encourage smart growth such as wide sidewalks, enhanced crosswalks, thematic lighting, LID basins, streets trees, site furniture, a roundabout, bulb-outs, signage, and Class I bikeway approaches along Johnson Ave.										
Capacity Status: NCI							Exempt Category: Other - Transportation enhancement activities			
Est Total Cost: \$2,801										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - SGIP	\$2,500			\$211	\$1,871	\$418		\$306		\$2,194
Local Funds	\$301			\$30	\$171	\$100		\$50		\$251
TOTAL	\$2,801			\$241	\$2,042	\$518		\$356		\$2,445

* Pending final SANDAG approval

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

El Cajon, City of

MPO ID: EL41		AMENDMENT: 18-01								
Project Title: Main Street - Green Street Gateway (part of Lump Sum V10)		SANDAG ID: 1224068								
Project Description: El Cajon - Main St between Marshall Ave and El Cajon Blvd, and also along Marshall Ave between Palm Ave and the El Cajon Transit Center access driveway. - Main St. is the primary access from the Transit Center to downtown El Cajon. To revitalize the corridor into an attractive "urban-forest" gateway, tree-lined widened sidewalks and Class IV bikeways, LID planters, signage, thematic site furnishing, and lighting are proposed. Also, upgraded bike and ped links to the transit center along Marshall will transform the corridor into an accessible and multi-modal Ave.										
Capacity Status: NCI		Exempt Category: Other - Transportation enhancement activities								
Est Total Cost: \$2,501										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
<i>TransNet - SGIP</i>	\$2,500			\$190	\$600	\$1,710		\$290		\$2,210
Local Funds	\$1					\$1				\$1
TOTAL	\$2,501			\$190	\$600	\$1,711		\$290		\$2,211

* Pending final SANDAG approval

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

RTIP Fund Types

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

* Pending final SANDAG approval

RESOLUTION OF THE CITY OF EL CAJON
APPROVING AN AMENDMENT TO THE
TRANSNET LOCAL STREET IMPROVEMENT
PROGRAM OF PROJECTS FOR
FISCAL YEARS 2019 THROUGH 2023

WHEREAS, on November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (*TransNet* Extension Ordinance); and

WHEREAS, the *TransNet* Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (*TransNet*) funds; and

WHEREAS, the City of El Cajon was provided with an estimate of annual *TransNet* local street improvement revenues for fiscal years 2019 through 2023; and

WHEREAS, the City of El Cajon approved its 2018 *TransNet* Local Street Improvement Program of Projects (POP) on April 24, 2018 and the City of El Cajon desires to make adjustments to its Program of Projects; and

WHEREAS, the City of El Cajon has held a noticed public hearing with an agenda item that clearly identified the proposed amendment prior to approval of the projects by its authorized legislative body in accordance with Section 5(A) of the *TransNet* Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON that the City of El Cajon requests that SANDAG make the following changes to its 2018 POP (the "Amendment"):

1. Close the Pavement Management System (EL32) project. The Pavement Management System project is complete and is currently used as a tool to prioritize future pavement maintenance projects in the City of El Cajon.
2. Close the Marshall Avenue Widening Feasibility Study (EL35) project. Preliminary analysis of forecasted traffic volumes on Marshall Avenue does not support the widening of Marshall Avenue from Bradley Avenue to Fesler Street in the future.
3. Transfer cash balances from closed *TransNet* projects (EL27-PW3432, EL28-PW3402, and EL30-PW3482) and reprogram the project balance of \$19,690.00 to the (EL03) Street Overlay project.
4. Transfer cash balances from closed *TransNet* projects (EL25-PW3375 and EL32-PW3511) and reprogram the project balance of \$6,546.00 to the Sidewalk Improvement (EL11) project.

5. Reprogram an additional \$200,000.00 to the Street Overlay (EL03) project account. This is an annual program that provides for the re-paving of local and major streets within the City of El Cajon in conjunction with the pavement management program which prioritizes streets based on their existing pavement conditions.
6. Reprogram an additional \$130,000.00 to the Sidewalk Improvement (EL11) projects account. This is an annual program that provides for the installation of new and repairs of existing sidewalk.
7. Reprogram an additional \$100,000.00 to the Traffic Safety/Calming (EL29) project account. This is an annual program that provides for the installation of new traffic safety calming measures such as street striping, enhanced visibility crosswalks, and radar speed feedback signs.

BE IT FURTHER RESOLVED that pursuant to Section 2(C)(1) of the *TransNet* Extension Ordinance, the City of El Cajon certifies that no more than 30 percent of its annual revenues shall be spent on local street and road maintenance-related projects as a result of the Amendment.

BE IT FURTHER RESOLVED that pursuant to Section 4(E)(3) of the *TransNet* Extension Ordinance, the City of El Cajon certifies that all new or changed projects, or major reconstruction projects included in the Amendment and funded by *TransNet* revenues shall accommodate travel by pedestrians and bicyclists, and that any exception to this requirement permitted under the Ordinance and proposed was clearly noticed as part of the City of El Cajon's public hearing process for the Amendment.

BE IT FURTHER RESOLVED that the City of El Cajon does hereby certify that all applicable provisions of the *TransNet* Extension Ordinance and SANDAG Board Policy No. 31 have been met.

BE IT FURTHER RESOLVED that the City of El Cajon continues to agree to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to City of El Cajon's *TransNet* funded projects.



City Council
Agenda Report

DATE: February 26, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Dave Richards, Senior Management Analyst
SUBJECT: Encroachment Agreement to MCImetro Access Transmission Services Corporation for Installation and Operation of Fiber Optic Network in the City's Right-of-Way

RECOMMENDATION:

That the City Council adopts the next Resolution in order, authorizing an Encroachment Agreement with MCImetro Access Transmission Services Corporation for the installation and operation of a fiber optic telecommunications network within the City's right-of-way.

BACKGROUND:

The increasing demand for advanced technology continues to necessitate new or upgraded telecommunications infrastructure. Today, residents and businesses seek faster and more reliable telecommunication services to support our mobile devices and home or office internet and telephone needs.

In order to accommodate this increased demand, the telecommunications industry is transitioning to a 5th generation system (5G network). The network relies on small antenna fixtures affixed to streetlight poles to provide greater access to wireless broadband customers, rather than the traditional cell towers.

The 5G network requires more connection points and greater bandwidth than previous technologies. To support the new technology, existing data transmission lines are being replaced with new fiber optic lines.

The proposed encroachment agreement with MCImetro Access Transmission Services Corporation (MCImetro) would allow for the installation of new fiber optic lines in the City's right-of-way. New fiber optic network would be installed through new or existing underground conduits or using overhead telephone poles. The agreement also allows MCImetro to install aerial lines on City owned light poles to support current or future small cell sites.

The agreement does not allow MCImetro to install any above ground equipment, wireless antennas, or small cell sites of its own.

The new fiber optic lines will support Verizon Wireless' existing network in El Cajon. MCImetro also plans to install dark fiber – a term used to describe unused fiber optic lines. This dark fiber would support future technologies or be leased to other telecommunication companies.

The initial term of the agreement is for five years with options for successive five year renewal terms. In addition to this master encroachment permit, MCI metro must apply for project specific encroachment permits and pay all applicable fees. There are no fees associated directly with this master encroachment agreement.

FISCAL IMPACT:

There are no fiscal impact associated with this encroachment agreement.

Prepared By: David Richards, Senior Management Analyst

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

Attachments

MCI metro Encroachment Agreement
Resolution

**ENCROACHMENT AGREEMENT BETWEEN THE CITY OF EL CAJON
AND MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON
ACCESS TRANSMISSION SERVICES FOR THE INSTALLATION, OPERATION AND
MAINTENANCE OF TELECOMMUNICATIONS NETWORK FACILITIES WITHIN THE
PUBLIC RIGHT-OF-WAY**

This Agreement ("Agreement") is dated for identification this __ day of ___, 201_ by and between the City of El Cajon, a charter city and municipal corporation (herein termed "CITY"), and MCImetro Access Transmission Services Corp., a Delaware corporation, d/b/a Verizon Access Transmission Services (herein termed "Permittee").

RECITALS

WHEREAS, Permittee desires to construct, install and maintain Telecommunications Network Facilities within the Public Right-of-Way and/or public utility or service easements within CITY and CITY is willing to allow such activity to be conducted, subject to compliance by Permittee with all of the terms, conditions and requirements as set forth in this Agreement; and

WHEREAS, CITY has the authority to regulate the terms and conditions for the use of Public Right-of-Way for the construction, installation, and maintenance of Telecommunications Network Facilities by private telecommunications services providers; and

WHEREAS, Permittee has obtained a Certificate of Public Convenience and Necessity under Public Utilities Code Section 7901 from the Public Utilities Commission of the State of California authorizing Permittee to provide interLATA telecommunications services throughout the State of California and intraLATA private line transmission services within all LATAs in California.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, CITY and Permittee agree as follows:

"Permittee" means MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services and includes its lawful successors or assigns.

"CITY" means the City of El Cajon, a charter city and municipal corporation in the State of California, and includes the duly elected or appointed officers, agents, employees, and volunteers of the City of El Cajon, individually or collectively.

"Agency" means any local, county, state or federal governmental agency or quasi-governmental body other than the CITY, including, without limitation the Federal Communications Commission and the State of California Public Utilities Commission.

"Agreement" means this "ENCROACHMENT AGREEMENT BETWEEN THE CITY OF EL CAJON AND MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS TRANSMISSION FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF TELECOMMUNICATIONS NETWORK FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY."

"Business Day" means any calendar day, except a Saturday, Sunday, and any Day observed as a legal holiday by CITY. For the purposes hereof, if the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as an official holiday by CITY, the time for performance shall be extended to the following Business Day.

"City Manager" means the individual designated as the City Manager as that position is established under the CITY Municipal Code.

"Council" means those elected officials which are authorized to exercise the legislative powers granted to and vested in CITY under CITY's charter and Government Code section 37100 *et seq.*

"Day" means any calendar day, unless a Business Day is specified. For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

"Directors" means the individuals designated as the City Manager or his/her designee, and the Director of Public Works, or any combination of one or more of the named individuals holding such titles and performing such functions as charged under the CITY's Municipal Code.

"Director of Public Works" means the individual designated as the Director of Public Works by the City Manager, including any individual expressly designated to exercise functions with respect to the rights and obligations of the Director of Public Works under this Agreement, and any other individual, person, division, department, bureau, or agency as may exercise from time to time functions equivalent or similar to those now exercised by the Director of Public Works.

"Fee" means any assessment, license, charge, fee, imposition, tax (excluding any utility users tax), or levy lawfully imposed by any governmental body.

"Telecommunications Network Facilities" or "Facilities" means without limitation, any and all cables (including fiber optics infrastructure and technology), conduits, converters, splice boxes, cabinets, hand-holes, manholes, vaults, equipment, drains, surface location markers, appurtenances and related facilities owned, leased or licensed by Permittee, located or to be located in the Public Right-of-Way of CITY and used or useful for and in connection with the transmission of telecommunication messages, but does not include antennas or transmitters for providing wireless service.

"LATA" means "local access and transport area."

"Law" or "Laws" means any judicial or administrative decision, statute, constitution, ordinance, resolution, regulation, rule, tariff, certificate, order, or other requirement of any municipal, county, state, federal, or other Agency having joint or several jurisdiction over the parties to this Agreement, in effect either at the time of execution of this Agreement or at any time during the location of the Facilities in the Public Right-of-Way. A reference to "Laws" shall include the Standard Drawings and Standard Specifications.

"Person" means an individual, a corporation, a partnership, a limited liability company, a sole proprietorship, a joint venture, a business trust, and any other form of business association.

"Provision" means any agreement, clause, condition, covenant, qualification, restriction, reservation, term, or other stipulation in this Agreement or under any Law that defines or otherwise controls, establishes, or limits the performance required or permitted by any party to this Agreement.

"Public Right-of-Way" means in, upon, along, across, under and over the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including, without limitation, all public utility easements and public service easements, as the same now or may hereafter exist that are owned, occupied, leased, or otherwise under the jurisdiction and control of CITY. This term shall not include any property owned by any Person or Agency other than CITY except as provided by applicable Laws or pursuant to an agreement between CITY and any Person or Agency.

"Standard Drawings and Standard Specifications" means the general terms and conditions, specifications, and requirements of CITY which govern the design, construction, installation, and maintenance of any improvement within the Public Right-of-Way. CalTrans Standard Plans and Specifications as periodically updated, shall be used unless CITY has other standards which shall then prevail. This term shall include any and all documents entitled "General Conditions" or words of similar import, now or hereafter existing, which directly pertain to all aspects of general construction work.

"Telecommunications Services" means the transmission, or provision of the means of transmission, of voice, data, and information in rendering telephone, teleconferencing and other services which are permitted to be offered by Permittee pursuant to Permittee's Certificate of Public Convenience and Necessity from the Public Utilities Commission of the State of California, under the California Public Utilities Code and other applicable municipal, state, and federal Laws. Notwithstanding the foregoing, Telecommunications Services also means all those certain types of communications services and related services that are not presently regulated or otherwise unlawful.

TERM OF AGREEMENT

1. This Agreement shall be binding on the Permittee on the date of its approval by the CITY ("Effective Date") and shall be for a term of five (5) years. The term shall be renewed for successive five-year periods of time, and unless Permittee otherwise provides at least thirty (30) days prior written notice to the CITY of its intent not to renew the Agreement and its intent to remove or abandon the Telecommunications Facilities in accordance with Section 15 of this Agreement.

2. Failure on the part of the Permittee to perform any material obligation imposed upon it shall constitute a default and a material breach of this Agreement. In such event, the CITY shall be entitled to exercise all rights and remedies hereby reserved under this Agreement or made available under applicable Laws. For the purposes of this Agreement, a "material obligation" shall include, without limitation, any failure of the Permittee to give any required notice to the CITY, and the failure to pay, collect or remit any lawful Fee or tax.

LIMITATIONS AND RESTRICTIONS

3. CITY hereby agrees to permit Permittee, subject to reservations, covenants and conditions herein contained and the issuance by CITY and any other Agency or Person of all permits and approvals required for performance of the work, to construct, reconstruct, install, reinstall, maintain and operate, replace, relocate and remove Telecommunications Network Facilities used for Telecommunications Services within Public Right-of-Way that is located within the corporate limits of the CITY, subject to obtaining all required permits and approvals.

4. This Agreement is not a grant by CITY of any property interest but is made subject and subordinate to the prior and continuing right of CITY and its assigns to lawfully use any or all of the Public Right-of-Way for CITY-owned facilities in the performance of its duties, including but not limited to, public use as a street or sidewalk and for the purpose of laying, installing, maintaining, repairing, protecting, replacing and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, electroliers, cable television and other utility and municipal uses together with appurtenances thereof and with right of ingress and egress, along, over, across and in said Public Right-of-Way. No use of any Public Right-of-Way or other interest or property under this Agreement shall create or vest in Permittee, its successors, or any other public utility any ownership interest in the Public Right-of-Way, streets or other property or interest of CITY. Nothing in this Agreement shall be deemed to grant, convey, create, or vest a perpetual real property interest in land in Permittee, including any fee or leasehold interest in land, easement, nor shall anything in this Agreement be deemed or construed to grant or create any franchise rights.

5. This Agreement is made subject to all easements, restrictions, conditions, covenants, encumbrances and claims of title which may affect the Public Right-of-Way,

and it is understood that Permittee, at its own cost and expense, shall obtain such permission as may be necessary, consistent with any other existing rights. Subject to the Provisions of this Agreement, CITY hereby licenses Permittee to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace the Facilities underground or on existing poles, to the extent Permittee may gain access to these poles consistent with the rights of third parties under applicable Laws and all existing and future agreements, within the Public Right-of-Way for the purposes of providing Telecommunications Services to Persons located within the limits of the CITY. Any work performed pursuant to the rights granted to Permittee under this Agreement shall be subject to the prior review and approval of the Directors.

6. Subject to the approval of CITY's Director of Public Works, the construction, installation, operation, maintenance and removal of said Telecommunications Network Facilities shall be accomplished without any cost or expense to CITY and in such a manner as not to endanger persons or property, or unreasonably obstruct travel on any road, walk or other access thereon within said Public Right-of-Way, or interfere in or conflict with any manner with any existing or proposed public or private utilities or any facilities of CITY installed or to be installed therein.

COMPLIANCE WITH STANDARDS

7. Permittee agrees to keep said Telecommunications Network Facilities in good and safe condition and free from any nuisance, to the reasonable satisfaction of CITY's Director of Public Works.

8. Permittee shall construct, install, operate, and maintain all Telecommunications Network Facilities in accordance and in conformity with all applicable CITY, State, Federal and regulatory agency laws, ordinances, rules, and regulations.

SERVICE CHANGE

9. Permittee provides Telecommunications Services in California pursuant to all laws, including federal law, state law its Certificates of Public Convenience and Necessity received from the California Public Utilities Commission, and regulations and rules promulgated by the California Public Utilities Commission. Permittee represents that the Facilities will be used for the sole purpose of rendering Telecommunication Services consistent with the certificate of public convenience and necessity issued to Permittee by the PUC and other Telecommunications Services not regulated by the PUC. The type of service Permittee offers to its customers through the Telecommunications Network Facilities in Public Right-of-Way consists of business and residential Telecommunications Services which are presently permitted by law as well as provision of Telecommunications Services to cell sites. If the nature or character of Permittee's service changes to include additional or alternative services that directly affects the regulatory authority of CITY, including but not limited to, community antenna television systems or cable service (as such term is defined in 47 U.S.C. § 522), Permittee shall give CITY at least six (6) months

written notice, and comply with the CITY's lawful fee and/or franchise requirements, if any. Notwithstanding the foregoing, Permittee may lease any or all of the capacity and/or bandwidth carried by its Facilities constructed hereunder, to an affiliate or third party organization so long as the Permittee continues to maintain and own said facilities and Permittee remains fully bound by this Agreement and the obligations hereunder, and no access rights are granted or provided to said affiliate or third party organization within the CITY unless such affiliate or third party has obtained permission from the CITY to access such Facilities as required by applicable law. Permittee acknowledges that any expansion or change in the character or nature of the regulated Telecommunications Services may increase CITY's regulatory authority over such services, and this may require Permittee to enter into a new Agreement consistent with the requirements of a hereinafter-enacted CITY ordinance regulating such services or the expansion or change in services, if such service changes fall under the lawful regulation, jurisdiction or authority of CITY.

NO FRANCHISE RIGHTS CREATED

10. Nothing in this Agreement shall be construed as granting or creating any franchise rights.

RESERVATION OF RIGHTS

11. The CITY is uncertain as to its legal ability to regulate and to impose taxes, charges and fees on the provision or use of fiber optics infrastructure and technology and related activities and services that may be provided pursuant to the installation subject to this Agreement. Therefore, CITY reserves any and all rights it may have now or in the future to legally regulate, impose taxes, charges and fees or otherwise condition the use of the fiber optics infrastructure and technology and related activities and services to be provided pursuant to the installation subject to this Agreement.

CITY's agreement hereto is not a waiver of and is without prejudice to any right CITY may have under law to regulate, tax, or impose fees or charges on Permittee or any right Permittee may have under the law to provide services through the fiber optic infrastructure pursuant to state or federal laws, rules, or regulations. Permittee shall be subject to any future taxes, fees, or charges that the CITY lawfully imposes on the fiber optics infrastructure and fiber optic services in the future, including, but not limited to a rental or other charge for use of the public right of way and/or a utility user tax. Nothing herein shall affect in any way CITY's power or right to impose or collect any tax or fee on users or providers of the services to be provided by Permittee. Nothing herein is intended to impose regulations or conditions on Permittee that CITY is preempted from imposing by state or federal laws.

REMOVAL AND RELOCATION

12. Permittee shall remove or relocate, without cost or expense to CITY, any of its Telecommunications Network Facilities installed, used, and maintained under this

Agreement if and when made necessary by any change of grade, alignment or width of any street, sidewalk or other public facility, including the construction, maintenance or operation of any underground or aboveground facilities by CITY. In the event all or any portion of said Public Right-of-Way occupied by said Telecommunications Network Facilities shall be needed by CITY, or in the event the existence of said Telecommunications Network Facilities shall be considered detrimental to governmental activities, including but not limited to, interference with CITY construction projects, or is in conflict vertically and/or horizontally with any proposed CITY installation, Permittee shall remove and relocate said Telecommunications Network Facilities to such other location or locations on said Public Right-of-Way as may be designated by CITY. Said removal or relocation shall be completed within one hundred twenty (120) days of notification by CITY unless exigencies dictate a shorter period for removal or relocation. In the event said Telecommunications Network Facilities are not removed or relocated within said period of time, and provided Permittee has not been subject to a force majeure or other event beyond its control that delays or prohibits the removal, CITY may cause the same to be done at the expense of Permittee and Permittee shall reimburse the CITY any and all expenses, including administrative overhead. In the event of a force majeure or other event delaying or prohibiting the removal within the required 120 days, Permittee shall remove the Facilities as soon as possible, given the circumstances caused by the event, and in the event Permittee fails to effect such removal it shall be subject to the CITY causing the same to be done at the Permittee's expense as set forth above. If Permittee shall fail to vacate or otherwise remove the Facilities as required by CITY, CITY shall be entitled to vacate or otherwise remove the Facilities at Permittee's sole cost and expense. CITY shall not be required to salvage, store, or return to Permittee any Facilities, or parts thereof, that it vacates or otherwise removes pursuant to this paragraph. As used in this paragraph only "CITY" shall include any Agency having a permit or jurisdiction to place Facilities within the Public Right-of-Way. In case of conflict, approval from CITY to proceed shall be mandatory.

13. Should CITY intend to authorize or permit installations of a third party (not including any CITY-owned installations) to Public Right-of-Way jointly used under this Agreement and should the proposed installation of such third party require the rearrangement of any Permittee Telecommunications Network Facilities, CITY shall condition third party installations to provide such third party pay the reasonable cost of rearranging the Telecommunications Network Facilities before authorizing or permitting the third party installations. Such third party shall be required to ensure that Permittee Telecommunications Facilities are not interrupted during the installation of their Facilities.

14. Permittee shall, at its sole cost and expense, replace aerial and/or aboveground Telecommunications Network Facilities, if any, with underground facilities in accordance with the same rules promulgated by the California Public Utilities Commission that are applicable to Pacific Bell, San Diego Gas and Electric Company, cable service providers, and other telecommunications or dark fiber providers as now existing or hereinafter amended.

15. If any portions of the Telecommunications Network Facilities covered under this Agreement are no longer used by Permittee, or are abandoned for a continuous period in excess of six (6) months, Permittee shall notify CITY and shall either promptly vacate and remove the Facilities at its own expense or, at CITY's discretion, may be allowed to abandon some or all of the Facilities in place. If Permittee is permitted by CITY to abandon its Facilities in place, any such abandoned Facilities shall be deemed conveyed to CITY and Permittee shall have no further obligation to remove, relocate or maintain said Facilities; *provided, however*, that nothing herein shall affect Permittee's obligation to perform any repairs required under Paragraph 8 of this Agreement. Unless specifically permitted in writing by CITY to remain in place, which permission shall be at the CITY's sole and unrestricted discretion, all boxes or other Facilities exposed to the surface will be required to be removed and the surface restored.

16. When removal or relocation is required under this Agreement, Permittee shall, after the removal or relocation of the Telecommunications Network Facilities, at its own cost, repair and return the Public Right-of-Way on which the Facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by CITY according to its standard practice. Should Permittee remove the Telecommunications Network Facilities from the Public Right-of-Way, Permittee shall, not less than ten (10) days before such removal, give notice thereof to CITY specifying the right-of-way affected and the location thereof, as well as the preferred date of removal. Before proceeding with removal or relocation work, Permittee shall obtain an Encroachment Permit from the CITY. If Permittee does not return the affected site to a safe and satisfactory condition, then CITY shall have the option to perform or cause to be performed such reasonable and necessary work on behalf of Permittee and charge the actual costs incurred to Permittee. Upon the receipt of a demand for payment by CITY, Permittee shall reimburse CITY for such costs.

ENCROACHMENT PERMIT AND FEES

17. Permittee shall apply for a project specific Encroachment Permit for all work within the Public Right-of-Way and any other regulatory permits. Permittee shall furnish detailed plans of the work prepared by a registered professional engineer licensed in the State of California and other such information as required by the Director of Public Works, including a detailed map showing the layout of the proposed Facilities and all existing facilities located in or immediately adjacent to the area subject to the Encroachment Permit. Prior to issuance of the permit, Permittee shall pay or deposit with CITY all applicable costs such as processing fees, field marking, plan review, engineering and inspection fees related to the proposed work, and CITY's actual legal fees in accordance with the rates in effect at the time. All work within the Public Right-of-Way shall be performed by Permittee in accordance with the plans and specifications approved by the CITY Engineer, and in compliance with all general and specific conditions set forth in the Encroachment Permit and all conditions and requirements contained in this Agreement.

18. The Encroachment Permit shall set forth the description of the Telecommunications Network Facilities to be installed and the Public Right-of-Way in which such Facilities are to be located. In addition to the CITY's street opening permit general conditions, CITY shall establish reasonable construction-related conditions and specifications, and these shall also be set forth in the Encroachment Permit. Permittee shall utilize contractors licensed in the State of California to accomplish any work. Permittee and any of its agents working in the CITY shall obtain a current CITY business license. Upon the completion of construction work, Permittee promptly shall furnish to CITY accurate "as-built" plans and record drawings prepared and certified by a registered professional engineer licensed in the State of California showing in detail, to the reasonable satisfaction of the Director of Public Works, the exact location, depth, and size of the Facilities in the Public Right-of-Way, including, without limitation, the profiles of all street crossings. These plans and drawings shall be incorporated in one (1) set of 11x17 PDF good quality drawings. Permittee shall furnish to CITY electronic disk or thumb drive which utilize AutoCAD or Geographic Data Systems software containing the full set of plans and record drawings. To the extent directional boring or other similar methods are used to construct or install the Facilities, Permittee also shall pothole all CITY mains and customer services lines prior to crossing over, under, or between such Underground Facilities. Permittee shall identify the Telecommunications Network Facilities installed in each Public Right-of-Way by means of an identification method mutually agreed upon by CITY and Permittee, but consistent with applicable law. Such identification shall be detectable from ground level without opening the street.

PERFORMANCE BOND

19. Prior to the issuance of an Encroachment Permit, Permittee shall provide CITY with a performance bond naming CITY as obligee in the amount equal to one hundred percent (100%) of the cost of the work to be performed by or on behalf of Permittee within and affecting the Public Right-of-Way to guarantee and assure the faithful performance of Permittee's obligations under this Agreement. The performance bond shall be governed under the laws of the State of California and shall be issued by a surety registered and qualified to do business in California. CITY shall have the right to draw against the surety bond in the event of a default by Permittee or in the event that Permittee fails to meet and fully perform any of its obligations under this Agreement; provided that Permittee is first given written notice of any intent to draw against the bond and an opportunity to cure. Following completion of the work by Permittee, and its inspection and acceptance by the Public Works Director, the performance bond shall remain in effect to the extent of ten percent (10%) of the cost of the work to guarantee and assure the faithful performance of Permittee's obligations under this Agreement for a period of one (1) year from the CITY's acceptance of the work. CITY shall have the right to draw against the bond in the event of a default by Permittee or in the event that Permittee fails to meet and fully perform any of its obligations. The form and content of the performance bond, and the surety issuing such bond, shall be subject to approval by CITY.

DAMAGE TO FACILITIES IN PUBLIC RIGHT-OF-WAY
OR ON PRIVATE PROPERTY

20. Permittee shall be responsible for any damage to CITY street pavements, existing utilities, curbs, gutters, sidewalks or to any private property or improvements to the extent attributable to its installation, maintenance, repair or removal of its Telecommunications Network Facilities in Public Right-of-Way and shall repair, replace and restore in kind any such damaged facilities at its sole expense and to the approval of CITY.

Any premature deterioration of the surface or subsurface improvements, as determined by CITY, shall be the responsibility of Permittee to the extent attributable to Permittee's activities. This responsibility shall survive this Agreement or any abandonment of the Facilities for a period of two (2) years from the date of Permittee's most recent installation of or improvements on the Facilities. Permittee shall commence the performance of all necessary repairs immediately upon receipt of written notice from the CITY to do so and shall cause the same to be completed within a reasonable period of time; however, under no circumstances may such period of time exceed thirty (30) days. In the event the repairs are not made in the manner and within the time prescribed herein, the CITY may elect to perform the repair work and charge all costs incurred by CITY in connection therewith to Permittee.

21. If the Public Right-of-Way to be used by Permittee has preexisting installation(s), Permittee shall assume the responsibility to verify the location of the preexisting installation and notify CITY and any third party of Permittee's proposed installation. The cost of any work required of such third party or CITY to provide adequate space or required clearance to accommodate Permittee's installation shall be borne solely by Permittee.

PARTICIPATION WITH OTHER UTILITIES

22. Permittee agrees to cooperate in the planning, locating and constructing of its Telecommunications Network Facilities in joint utility trenches or common duct banks with other similar utilities and to participate in cost-sharing for the joint trench and ducts, when such joint utility installations are being planned for or such opportunities exist in any area; provided that such activities do not impair or disrupt Telecommunications Services of Permittee.

RECORDS AND FIELD LOCATIONS

23. Permittee shall be a member of the regional notification center for subsurface installations (Underground Services Alert) and shall field mark, at its sole expense, the locations of its underground Telecommunications Network Facilities upon notification in accordance with the requirements of section 4216 of the California Government Code, as it now reads or may hereinafter be amended.

24. Permittee shall maintain accurate maps and improvement plans of said Telecommunications Network Facilities located within the CITY. The maps and plans are to accurately show in detail the location, size, depth, and description of all facilities as constructed. Prior to CITY acceptance of the work, Permittee shall deliver to the office of the Public Works Department free of charge, and at any subsequent time, upon reasonable request, to other third parties interested in performing work within Public Right-of-Way for a reasonable charge upon request and within thirty (30) days after such request, such maps and plans of all Telecommunications Network Facilities installed within said Public Right-of-Way. When required by the CITY for the purpose of confirming the location of Facilities to accomplish the design or construction of public facilities, Permittee shall, at its sole cost and expense, expose by potholing to a depth of one (1) foot below the bottom of its subsurface Telecommunications Network Facilities, within thirty (30) days of receipt of a written request from CITY to do so.

LOCATOR WIRE

25. Permittee shall install a locator wire in conjunction with its construction of the Telecommunications Network Facilities pursuant to this Agreement.

HOLD HARMLESS AND INDEMNIFICATION

26. Permittee, for itself, its successors, agents, contractors and employees, hereby agrees to hold harmless, defend (with counsel reasonably satisfactory to CITY) and indemnify CITY, and its elected and appointed officers, officials, volunteers, employees and agents (all of the above hereinafter collectively, known as "Indemnitees"), from and against all claims, cause of actions, proceedings, losses, damages, liability, cost, and expense (including, without limit, any fines, penalties, judgments, litigation costs, attorney's fees and consulting, engineering and construction costs) for actual loss of or damage to property and for injuries to or death of any person (including, but not limited to, the property and employees of each party) ("Liability") when caused by, arising out of or related to the activities or Facilities described in this Agreement. The duty of Permittee to indemnify and save harmless includes the duties to defend as set forth in section 2778 of the Civil Code. It is the express intent of the parties that Permittee will indemnify and hold harmless Indemnitees from any and all claims, suits or actions arising from any cause whatsoever as set forth above regardless of the existence or degree of fault or negligence on the part of CITY, Permittee or any subcontractor or employee of any of these, except to the extent the Liability was the result of the negligence, willful misconduct or criminal acts of the CITY, its directors, officers, officials, employees and agents.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Public Right-of-Way attributable to Permittee's use or occupancy, Permittee at its expense, shall clean all affected property to the reasonable satisfaction of CITY and any governmental body having jurisdiction. Removal and disposal of all excavation materials, hazardous, toxic, or not, shall be the sole responsibility of Permittee.

Permittee shall indemnify, hold harmless and defend Indemnitees (with counsel reasonably satisfactory to CITY) against all claims, courts or administrative proceedings seeking to impose liability on CITY as a result of Permittee's breach of this section or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such Liability, cost or expense arises during or after the term of this Agreement.

The obligations of Permittee under this Section 26 to indemnify and hold harmless shall survive termination of this Agreement.

27. Except to the extent of CITY's gross negligence, willful misconduct or criminal acts, under no circumstances shall the CITY be liable or otherwise responsible to Permittee or its customers for any loss of service, downtime, lost revenue or profits, third-party damages, or any other damage, loss or liability of any kind occurring by reason of anything done or omitted to be done by CITY or by any third party, including, without limitation, damages, losses, or liability arising from the issuance or approval by CITY of a permit to any third party or any interruption in Telecommunications Services.

INSURANCE

28. Any person, firm or corporation Permittee authorizes to work upon the Public Right-of-Way, shall be deemed to be Permittee's agent and shall be subject to all the applicable terms of this Agreement and the Encroachment Permit issued pursuant hereto. Prior to entry upon the Public Right-of-Way, Permittee shall provide CITY with satisfactory evidence that it is insured (e.g., in the form of a Certificate of Insurance), in accordance with the following, which insurance shall remain in effect throughout the term of this Agreement and shall be at the sole cost and expense of Permittee (or its agents). Permittee's contractors and subcontractors shall provide a certificate of insurance evidencing substantially the same coverage as required by this Agreement. Prior to the start of the work or entry onto the Public Right-of-Way, Permittee agrees to procure and maintain, and to require its contractor(s) to procure and maintain, at its sole cost and expense (and to prove to CITY's reasonable satisfaction that it remains in effect throughout the work), the kinds of insurance described below:

a. Workers' Compensation and Employers' Liability Insurance.

Permittee shall secure Workers' Compensation coverage in accordance with the provisions of section 3700 of the California Labor Code (and any amendments thereto or successor acts or statutes) and Permittee shall furnish CITY with a certificate evidencing such coverage together with a verification thereon as follows:

"I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against a liability for workers' compensation or to undertake self-

insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work under this Agreement."

The Permittee shall also maintain Employer's Liability coverage with minimum limits of \$2,000,000.

Whether FELA or Workers' Compensation applies, Permittee shall furnish the CITY with the Certificate(s) of Insurance required hereunder prior to the commencement of work. Permittee agrees to provide CITY thirty (30) days prior written notice prior to the policy policies referenced in the Certificate(s) being canceled or having their coverage reduced.

b. Commercial General Liability Insurance.

Permittee shall, at its own cost and expense, also procure and maintain Commercial General Liability insurance which shall include as additional insureds the CITY, and its elected and appointed councilmembers, directors, officers, officials, employees and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally. Permittee shall give written notice to the CITY of any material alteration, or reduction in aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation of the coverage or policy.

Insurance shall provide bodily injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and a general aggregate limit of at least \$2,000,000. This insurance shall include but not be limited to premises and operations; contractual liability covering the indemnity provisions contained in this Agreement; personal injury; explosion, collapse, and underground coverage, products and completed operations, and broad form property damage.

Prior to commencing work or entering onto the Property, Permittee shall file an endorsement and Certificate(s) of Insurance with the CITY evidencing coverage, and upon request, provide a certified duplicate original of the policy at Permittee's local office in the CITY's jurisdiction or Permittee's nearest office to the City located within San Diego County. Each Certificate shall indicate that the insurance policy provides or has been endorsed to provide:

(1) That the policy is Primary Insurance and the insurance company providing such policy shall be liable thereunder for the full amount of any loss or claim which Permittee is liable for under this Section, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the CITY; and

(2) The policy shall also stipulate: Inclusion of the CITY as an additional insured shall not in any way affect its rights either as respects any claim, demand, suit, or judgment made, brought, or recovered against Permittee. Said policy shall protect Permittee and the CITY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

c. Automobile Liability Insurance.

Permittee shall, at its own cost and expense, procure and maintain Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000 per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance. Such insurance shall include as an additional insured the CITY, and its elected and appointed officers, officials, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

d. Property Insurance.

Permittee shall, at its own cost and expense, procure and maintain property insurance to protect its interest in the equipment to be used in performance of this Agreement and the CITY's interest in materials or property to be installed, covering all risks of physical loss or damage to such equipment. The coverage under such policy shall have limits of liability adequate to protect the value of the equipment and property to be installed. If desired, Permittee may choose to self-insure this exposure, but in no instance shall the CITY be responsible for such loss or damage, unless caused by its sole active negligence.

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of Permittee's personnel and equipment have been removed from the Public Right-of-Way, and the work has been formally accepted by the CITY. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

If any insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy(ies) shall provide that:

(1) Policy retroactive date coincides with or precedes Permittee's start of work (including subsequent policies purchased as renewals or replacements).

(2) Permittee will make every effort to maintain similar insurance during the term of the Agreement following project completion, including the

requirement of adding all additional insureds.

(3) If insurance is terminated for any reason, Permittee agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

(4) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

In addition to the requirements described above, Permittee shall comply with any additional coverages required by federal, state, or local laws, rules, and regulations. Permittee and/or its contractors shall obtain all permits, and other forms or documentation which are required and forward them to the CITY with the required evidence of insurance.

All policies will be issued by insurers acceptable to the CITY as set forth in Section 29 below. Upon evidence of financial capacity satisfactory to CITY, Permittee's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

29. Insurance Companies: Insurance companies must be admitted in California, be in good standing with the California Department of Insurance and have an A.M. Best's rating of at least A:VI (or equivalent).

30. Deductible and Self-Insured Retentions and Proof of Insurance: Prior to the commencement of work under this Agreement, any deductibles or self-insured retentions must be stated on Certificate(s) of Insurance, and the Certificate(s) of Insurance must be sent to and approved by CITY.

NOTIFICATIONS

31. Permittee shall, prior to the issuance of an Encroachment Permit or consistent with other provisions of the Encroachment Permit, certify to CITY that it has provided or will provide written notification of its intent to perform work to the property owners, residents and business operators of all properties adjacent to streets and/or right(s)-of-way where Permittee will be excavating. Unless otherwise agreed by CITY, said notice, shall be mailed to the property owner as listed on the most recent assessor's tax roll at least seven (7) days prior to the issuance of an Encroachment Permit, and delivered to the residents and business operators, or Permittee may utilize door hangers to provide written notification.

ASSIGNMENT

32. This Agreement shall not be assignable by Permittee without the explicit written approval of CITY, which approval shall not be unreasonably withheld, provided,

however, that Permittee may assign the rights granted herein to a parent, successor, subsidiary, or affiliate of Permittee now or hereinafter existing, by only providing notice to CITY of such assignment. However, this Agreement shall be binding on successors and assigns and shall be disclosed to assignee. Assignee shall unconditionally acknowledge Agreement in writing within ninety (90) days of assignment or it terminates without further action.

ENTIRE AGREEMENT

33. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreement, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by all parties.

SEVERABILITY

34. If any one or more of the covenants or agreements or portions thereof provided in this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement, and the parties shall negotiate in good faith to replace any such covenant, agreement or portion found to be null and void.

THIRD-PARTY MODIFICATIONS

35. This Agreement shall be subject to such changes or modifications as may be required or authorized by any regulatory body or commission in the exercise of its lawful jurisdiction and any modification, revision, renewal, or extension of this Agreement shall so state.

TERMINATION

36. This Agreement may be terminated by CITY for failure, neglect or refusal by Permittee to fully and promptly comply with any and all of the covenants and conditions of this Agreement, or for nonuse of the Facilities, upon thirty (30) days written notice, unless Permittee confirms within thirty (30) days of receipt of the notice that the cited covenant or condition has been performed or has ceased, been corrected or, subject to CITY's agreement, is diligently being pursued by Permittee.

37. This Agreement may be terminated by CITY upon thirty (30) days written notice to Permittee if CITY determines that the provisions herein interfere with the use or disposal of said Public Right-of-Way or any part thereof by CITY. Where only a portion of

Permittee's Telecommunications Network Facilities interferes with the use or disposal of said Public Right-of-Way, CITY, at its sole discretion, may elect to require Permittee to relocate the said portion in accordance with this Agreement.

38. Upon termination of this Agreement, and upon written request by CITY, Permittee, at its own cost and expense, agrees to remove or, at CITY's discretion, abandon in place some or all of its Telecommunications Network Facilities from the Public Right-of-Way and restore the Public Right-of-Way as set forth in the Removal and Relocation provisions of this Agreement. Should Permittee in such event fail, neglect or refuse to make such removals or restoration within ninety (90) days of CITY's written request, at the sole option of CITY, such removal and restoration may be performed by CITY at the expense of Permittee, which expense Permittee agrees to pay to CITY upon demand.

NOTICE

39. Permittee's Network Operations Control Center shall be available to CITY staff 24 hours a day, 7 days a week, regarding problems or complaints resulting from the facilities installed pursuant to this Agreement and may be contacted by telephone at:

1-800-MCI WORK (1-800-624-9675)

regarding such problems or complaints.

Permittee shall designate a person in California who is authorized to accept service of process on behalf of Permittee as follows:

CT Corporation
818 West 7th Street
Los Angeles, CA 90017

40. All notices given or which may be given pursuant to this Agreement shall be in writing and transmitted by United States mail, or by private delivery systems, or by facsimile if followed by United States mail, or by private delivery systems as follows:

To CITY at:
Attention: Public Works Director
City of El Cajon
200 Civic Center Way
4th Floor
El Cajon, CA 92020

To Permittee at:
Attention: Verizon Access Transmission Services

Attn: Franchise Manager
600 Hidden Ridge
Mailcode: HQE02E102
Irving, TX 75038

With a Copy (Except for Invoices) To:

Verizon Business Services
1320 N. Courthouse Road, Suite 900
Arlington, VA 22201
Attn: General Counsel, Network & Technology

41. Either Party to this Agreement may designate a different recipient(s) for notices and/or update contact information listed herein by giving at least thirty (30) days' notice of the change to the other Party.

ATTORNEY'S FEES AND LITIGATION

42. In the event of litigation between the Parties hereto, the prevailing party shall be entitled to reasonable attorney's fees and costs.

43. All actions involving this Agreement shall be brought and pursued in the Superior Court of California in and for the County of San Diego or the United States District Court serving the County of San Diego. Each party hereto agrees to stipulate and execute such documents as may be necessary to carry out the provisions of this Section.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY

PERMITTEE

City of El Cajon

**MCImetro Access Transmission
Services Corp. d/b/a Verizon Access
Transmission Services**

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

_____, **City Attorney**

RESOLUTION NO. __-19

A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF EL CAJON
APPROVING AN ENCROACHMENT AGREEMENT
BETWEEN THE CITY OF EL CAJON AND
MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A
VERIZON ACCESS TRANSMISSION SERVICES FOR THE
INSTALLATION, OPERATION AND MAINTENANCE OF
TELECOMMUNICATIONS NETWORK FACILITIES
WITHIN THE PUBLIC RIGHT-OF-WAY

WHEREAS, the increasing demand for advanced technology continues to necessitate new or upgraded telecommunications infrastructure and residents and businesses today seek faster and more reliable telecommunication services to support our mobile devices and home or office internet and telephone needs; and

WHEREAS, in order to accommodate this increased demand, the telecommunications industry is transitioning to a 5th generation system (5G network), which relies on small antenna fixtures affixed to streetlight poles to provide greater access to wireless broadband customers, rather than the traditional cell towers; and

WHEREAS, the 5G network requires more connection points and greater bandwidth than previous technologies, and to support the new technology, existing data transmission lines are being replaced with new fiber optic lines; and

WHEREAS, the proposed encroachment agreement with MCImetro Access Transmission Services Corporation ("MCImetro") would allow for the installation of new fiber optic lines in the City's right-of-way and allow new fiber optic network to be installed through new or existing underground conduits or using overhead telephone poles; and

WHEREAS, the agreement also allows MCImetro to install aerial lines on City-owned light poles to support current or future small cell sites; and

WHEREAS, the agreement does not allow MCImetro to install any above-ground equipment, wireless antennas, or small cell sites of its own; and

WHEREAS, the new fiber optic lines will support Verizon Wireless' existing network in El Cajon; and

WHEREAS, MCImetro also plans to install dark fiber – a term used to describe unused fiber optic lines, and this dark fiber would support future technologies or be leased to other telecommunication companies; and

WHEREAS, the initial term of the agreement is for five (5) years with options for successive five-year renewal terms; and

WHEREAS, in addition to this master encroachment permit, MCImetro must apply for project-specific encroachment permits and pay all applicable fees; however, there are no fees associated directly with this master encroachment agreement; and

WHEREAS, the City Council believes it to be in the City's best interests to enter into an encroachment agreement with MCImetro for the installation, operation and maintenance of telecommunications network facilities within the public right-of-way.

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

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

2. The City Council hereby approves the execution of the Encroachment Agreement between the City of El Cajon and MCImetro Access Transmission Services Corp. d/b/a/ Verizon Access Transmission Services for the Installation, Operation and Maintenance of Telecommunications Network Facilities within the Public Right-of-Way, substantially in the form as presented to the City Council in this meeting, with such changes as may be approved by the City Manager or his designee.

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

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

02/26/19 CC Agenda

Approve MCImetro dba Verizon Encroachment Agmt 022019



**City Council
Agenda Report**

DATE: February 26, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Nahid Razi, Purchasing Agent
SUBJECT: Contract Amendment to Proximity Access Upgrades

RECOMMENDATION:

That the City Council adopts the next Resolution in order to increase the contract for proximity access upgrades in the not-to-exceed amount of \$60,842.42.

BACKGROUND:

The City of El Cajon began upgrading its proximity access systems in 2017. A proximity card is a contactless card that works with door access control systems to wirelessly unlock a door, allowing restricted access to a secured area.

As part of the FY 2018-19 budget planning process, the Public Works Department and IT Department joined forces to move the Police Department into the new City standard for access control. This effort was approved by the City Council on September 11, 2018 as part of the First Quarter Budget Adjustment.

On December 11, 2018, the City Council approved a capital improvement project at Wells Park for a Public Safety Substation, which included the installation of a proximity access system.

As detailed in the attached memorandum, staff requests an increase to the current contract to install a proximity access system at the Wells Park Safety Substation, renew the annual maintenance for systems throughout the City, and replace seven (7) defective controllers found during installation.

FISCAL IMPACT:

Approval of this increase will supplement the existing contract with American Security Group, Inc. with an additional \$60,842.42, to be added to the already approved contract amount of \$105,002, for a total contract amount of \$165,844.42. Sufficient funds are available in Information Technology services Fund (615110), Public Works Facilities Maintenance (123000), and the Wells Park Safety Substation Project (PS0080).

Prepared By: Nahid Razi, Purchasing Agent
Reviewed By: Sara Diaz, Director of Information Technology
Approved By: Graham Mitchell, City Manager

Attachments

Memorandum
Resolution

CITY OF EL CAJON



INFORMATION TECHNOLOGY DEPARTMENT



MEMORANDUM

DATE: February 15, 2019

TO: Nahid Razi, Purchasing Agent

FROM: Sara Diaz,  Director of Information Technology
Dirk Epperson,  Director of Public Works

SUBJECT: Request to Extend Agreement with American Security Group
for Citywide Proximity Access System

The City of El Cajon began upgrading its Proximity Access system in 2017 using American Security Group as its sole vendor. At that time, City Hall, Fire Station 6, and the Animal Shelter were moved to the dnaFusion system for access control and panic alarms.

As part of the 2018-2019 budget planning process, Public Works and IT Departments teamed up to plan moving the Police Department into the new City standard for access control, dnaFusion, as well as correct deficiencies at City Hall and the Animal Shelter not addressed previously. This effort was approved by council on September 11, 2018 and totaled \$105,002.00.

On December 11, 2018, council approved a Capital Improvement Project at the Wells Park Public Safety Substation, which included the installation of proximity access.

Now the IT and Public Works Departments are requesting to amend existing purchase order 93869 and create a new purchase order with American Security Group to address the following items:

1. During the installation at the Police Department, it was noted that seven controllers from the previous Vanderbilt proximity access system were faulty and needed to be replaced (Quote 1012394 totaling \$13,617.03).
2. dnaFusion proximity access systems require an annual maintenance contract. The City has been using the system for a year, and it is time to renew the maintenance agreement (Quote 1012396 totaling \$13,840.00).
3. Install Proximity Access at the Wells Park Public Safety Substation that connects

to the Citywide dnaFusion system. (Quotes 1012375 and 1012395 totaling \$30,385.39 plus a 10% contingency)

There is adequate funding budgeted in 615110-8577 (Hardware Maintenance), 123000-8576 (maintenance), and CIP Project PS0080 Activity 502900 to support this effort. Purchase Requisitions 121167 and 400477 have been submitted to the Finance Department.

RESOLUTION NO. __-19

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL CAJON
APPROVING AMENDMENT OF AN AGREEMENT
FOR CITYWIDE PROXIMITY ACCESS SYSTEM

WHEREAS, the City of El Cajon (the "City") began upgrading its proximity access systems in 2017 with contactless cards that work with door access control systems to wirelessly unlock doors, allowing restricted access to secured areas; and

WHEREAS, as part of the First Quarter Budget Adjustment of the FY 2018-19 budget planning process, approved by the City Council on September 11, 2018, the City combined the Police Department with the new city standard for access control; and

WHEREAS, on December 11, 2018, the City Council approved a capital improvement project at Wells Park for a Public Safety Substation, which included the installation of a proximity access system; and

WHEREAS, staff has requested an increase of \$60,842.42 in order to install a proximity access system at the Wells Park Safety Substation, renew the annual maintenance for systems throughout the City, and replace seven (7) defective controllers found during installation.

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 amendment of the City's contract with American Security Group for proximity access upgrades in the not-to-exceed amount of \$60,842.42, and authorizes the City Manager to execute an amendment to contract, with such changes as may be approved by the City Manager.

02/26/19 CC Agenda

Reso Amend Contract for Proximity Access Upgrades 021919



City Council
Agenda Report

DATE: February 26, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Nahid Razi, Purchasing Agent
SUBJECT: Award of Bid No 021-19 – As-Needed Miscellaneous Fence/Guardrail Repair and Installation Re-Bid

RECOMMENDATION:

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

1. Approve Plans and Specifications for the As-Needed Miscellaneous Fence and Guardrail Repair and Installation Re-Bid project, Bid No. 021-19;
2. Find the third low bidder non-responsive for the reason set forth in this agenda report; and
3. Award the bid to the lowest responsive, responsible bidder, Quality Fence Co., Inc. in the amount of \$72,000 for the initial one-year term, with up to four additional one-year renewal options.

BACKGROUND:

On August 14, 2018, the City Council approved rejecting all bids and authorized re-bidding the as-needed fence and guardrail project with revised specifications. The re-bid includes an option to renew the contract for up to four optional one-year terms. Funds for the renewal terms will be in accordance with the approved budget for each fiscal year.

The procurement of fence and guardrail repair and installation services was re-advertised on December 13, 2018. Four responses were received and opened at 2:00 p.m. on January 17, 2019.

The three lowest bid responses were evaluated. As stated on the Bid Form, the estimated quantities in the specifications are for comparison purposes only. During the evaluation process, the estimated quantities for each line item were reduced due to budgetary constraints. As a result, the bid award amount is less than the bid responses received.

Bids are required to have the principal's signature as it binds the contractor to their bid. The bid submitted by the third low bidder was not signed by the principal.

Staff recommends award of the bid to the lowest responsive, responsible bidder, Quality Fence Co., Inc. in the amount of \$72,000. The summary of bids is attached and complete proposals are on file in the Purchasing Division.

FISCAL IMPACT:

The initial fiscal impact of this project is \$72,000. Sufficient funds are available in the Fiscal Year 2018-19 Annual Budget Public Works: Wastewater Operations (650720); Parks Operations (160000); and Traffic Operations (152320). Subsequent 4-year maintenance, repair, and installation costs are estimated to total \$317,975.23.

Prepared By: Nahid Razi, Purchasing Agent

Reviewed By: Dirk Epperson, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Bid Summary

Resolution - Plans & Specs

Resolution - Award



City of El Cajon Purchasing Division
Bid Summary

Bid No. 021-19 – As-Needed Miscellaneous Fence/Guardrail Repair & Installation Re-Bid

Bidder	Bid Amount
Quality Fence Co., Inc. (Paramount, CA)	\$146,950*
Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Co. (Rancho Cucamonga, CA)	\$176,667
A.M. Ortega Construction, Inc. (Lakeside, CA)	\$244,140**
Alcorn Fence Company (Sun Valley, CA)	\$315,860

*RECOMMEND AWARD

**NON-RESPONSIVE BIDDER

PROJECT MANAGER'S ESTIMATE: \$72,000

RESOLUTION NO. __-19

RESOLUTION APPROVING
PLANS AND SPECIFICATIONS FOR
AS-NEEDED MISCELLANEOUS FENCE/GUARDRAIL
REPAIR AND INSTALLATION RE-BID
(Bid No. 021-19)

WHEREAS, the Director of Public Works has submitted plans and specifications for the As-Needed Miscellaneous Fence/Guardrail Repair and Installation Re-Bid Contract (the "Project"); and

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

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

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

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

RESOLUTION NO. __-19

RESOLUTION AWARDING BID FOR
AS-NEEDED MISCELLANEOUS FENCE/GUARDRAIL
REPAIR AND INSTALLATION RE-BID
(Bid No. 021-19)

WHEREAS, on August 14, 2018, the City Council approved rejecting all bids for the As-Needed Miscellaneous Fence/Guardrail Repair and Installation project (the "Project") and authorized re-bidding with revised specifications; and

WHEREAS, the re-bid includes an option to renew the contract for up to four (4) optional one-year terms, with funds for the renewal terms subject to inclusion in the approved budget for each fiscal year; and

WHEREAS, the procurement of fence and guardrail repair and installation services was re-advertised on December 13, 2018, and four (4) responses were received and opened at 2:00 p.m. on January 17, 2019, at which time the three (3) lowest bid responses were evaluated; and

WHEREAS, as stated on the Bid Form, the estimated quantities in the specifications are for comparison purposes only; during the evaluation process the estimated quantities for each line item were reduced due to budgetary constraints; and as a result the bid award amount is less than the bid responses received; and

WHEREAS, the bids are required to have the principal's signature; however, the bid submitted by the third low bidder was not signed by the principal and is therefore considered non-responsive; and

WHEREAS, the Purchasing Division, in concurrence with the Director of Public Works, recommends award of the bid to the lowest responsive, responsible bidder, Quality Fence Co., Inc. in the amount of \$72,000.00.

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby finds the third low bidder to be non-responsive, and rejects all other bids and proposals except that herein mentioned, and awards the bid for the As-Needed Miscellaneous Fence/Guardrail Repair and Installation Re-Bid to:

Quality Fence Co., Inc.

in the amount not to exceed \$72,000.00 for the initial one-year term, with up to four (4) additional one-year optional renewal terms.

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

02/26/19 CC Agenda

Bid 021-19 – As-Needed Misc Fence-Guardrail) Awd (Quality Fence Co) 021919



City Council
Agenda Report

DATE: February 26, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Clay Schoen, Director of Finance
SUBJECT: October – December 2018 Quarterly Treasurer’s Report

RECOMMENDATION:

That the City Council receives the Treasurer’s Report for the quarter ending December 31, 2018.

BACKGROUND:

Per the City’s investment policy, the latest quarterly Treasurer’s Reports is presented for Council receipt and approval.

Investment Trends/Economy – The Federal Open Market Committee (FOMC) summarized its position on the economy with the following comments from their January 30, 2019 Monetary Policy press release.

“Information received since the Federal Open Market Committee met in December indicates that the labor market has continued to strengthen and that economic activity has been rising at a solid rate. Job gains have been strong, on average, in recent months, and the unemployment rate has remained low. Household spending has continued to grow strongly, while growth of business fixed investment has moderated from its rapid pace earlier last year. On a 12-month basis, both overall inflation and inflation for items other than food and energy remain near 2 percent. Although market-based measures of inflation compensation have moved lower in recent months, survey-based measures of longer-term inflation expectations are little changed.”

Recent releases from the Bureau of Economic Analysis reported continued increases in Gross Domestic Product and Personal Income. The Department of Commerce reported decreases in New Residential Construction Starts and New Home Sales. While the S&P/Case-Schiller Home Price Index indicates home values have continued to increase both nationally and in the San Diego market on an annual basis, both indices report softening of values in recent months.

Several of the indicators commonly used to assess the condition of the economy have been impacted by the recent shutdown of the federal government. A recent report from the City's sales tax consultant, Avenu Insights & Analytics, laments the situation with "The partial shutdown of the U.S. government is making it harder to read the economy at a critical moment. Economic data produced by the Commerce Department are not being released during the government shutdown, nor are some key data from other economic agencies."

U.S. Treasuries – As of December 31, 2019 the daily yield was 2.49% for a 2-year Treasury and 2.51% for a 5-year Treasury. Compared to the prior year, the 2-year Treasuries increased 60 basis points and the 5-year Treasuries increased 30 basis points.

U.S. Government Agencies – At quarter end, the yield was 2.56% for a 2-year and 2.66% for a 5-year Federal Agency investment, respectively. The City's investment portfolio, in large part, is comprised of U.S. Government Agency securities because they offer a higher return than U.S. Treasuries.

LAIF & CAMP Pools – Consistent with market conditions, interest rates in LAIF and CAMP are increasing. The quarter to date yield for the first quarter of fiscal year 2019 was 2.21% and 2.36% for LAIF and CAMP Pools, respectively.

Outlook & Strategy –Recent statements by the FOMC indicate a pause in planned rate increases, and the current strategy is to maintain flexibility in order to take advantage of higher investment returns when they materialize. As opportunities become available and the City's cash flow needs are met, investing funds in securities will continue with the City's investment advisors, Public Financial Management (PFM). The CAMP pool is currently rated AAA. No rating is provided for LAIF, but it is expected it would also achieve an AAA rating.

Report Presentation – This report is presented into the following sections:

Operating Cash – The Union Bank Master Account is the City's main checking account. The City also utilizes a merchant account with U.S. Bank for receiving credit card payments. Funds are automatically transferred daily from U.S. Bank to the City's main checking account at Union Bank.

Operating Investments – The City's operating investments are invested in CAMP portfolio investments (76.78%) earning 1.89%, followed by LAIF (20.32%) earning 2.21%, and the remainder in the CAMP investment pool (2.90%) earning 2.36%. The investment portfolio make-up of LAIF and CAMP are attached. In addition to maximizing yield, these investments provide for safety and liquidity in meeting the City's operational needs.

Successor Agency Investments – The Successor Agency’s operating investments, totaling \$209,005, are invested in LAIF. The Bank of New York Mellon is the Trustee and the required bond reserve account has a market value of \$1,278,043 along with \$165 in an accrued interest fund. The debt service fund of \$4,560 is a temporary holding account in which the Trustee receives payment from the Successor Agency to make payments to the bond holders on April 1. An additional debt service fund is established for the recently refunded Tax Allocation Bond with a balance of \$755,727. Bond proceeds of \$856,041 are invested in LAIF.

FISCAL IMPACT:

Interest earned for the second quarter of the fiscal year, on a cash basis, was \$441,348. Market value is slightly lower than the original investment cost.

Prepared By: Clay Schoen, Director of Finance

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

Attachments

October - December 2018 Treasurer's Report



CITY OF EL CAJON TREASURER'S REPORT

AS OF DECEMBER 31, 2018

Cash Basis

	Balance as of <u>December 31, 2018</u>	Quarter to Date		Fiscal Year to Date Interest Earnings	Market Value*
		Yield/Interest Rate	Interest Earnings		
<u>Operating Cash</u>					
UBOC Checking (Master)	\$ 9,948,346	0.40%	\$ 6,675	\$ 11,492	\$ 9,948,346
US Bank (Merchant Processing)	34,559	n/a	-	-	34,559
Petty Cash	4,845	n/a	-	-	4,845
Total Operating Cash	\$ 9,987,750		\$ 6,675	\$ 11,492	\$ 9,987,750
<u>Operating Investments</u>					
LAIF ⁽¹⁾ - City Pool	\$ 18,451,187	2.21%	\$ 129,369	\$ 271,660	\$ 18,411,192
CAMP ⁽²⁾ Cash Management	2,635,252	2.36%	3,157	\$ 4,344	2,635,252
CAMP Managed Portfolio	69,709,511	1.89%	285,964	\$ 628,379	71,629,734
Total Operating Investments	\$ 90,795,950		\$ 418,490	\$ 904,383	\$ 92,676,178
Total Operating Cash and Investments	\$ 100,783,700		\$ 425,165	\$ 915,875	\$ 102,663,928
<u>Successor Agency Investments</u>					
LAIF - Operating Investments	\$ 209,005	2.21%	1,210	\$ 5,501	\$ 208,552
LAIF - Bond Proceeds, 2007	\$ 856,041	2.21%	4,626	8,647	854,185
The Bank of New York Mellon Trust Co.:					
Bond Reserve Fund	\$ 1,278,043	2.18%	5,479	10,790	1,278,043
Bond Debt Service Fund	\$ 4,560	1.92%	1,313	5,750	4,560
Tax Allocation Refunding Bond Debt Service Fund	\$ 755,727	2.22%	3,503	3,503	755,727
Interest Ac Fund	\$ 165	2.22%	52	165	165
Total Successor Agency	\$ 3,103,541		\$ 16,183	\$ 34,356	\$ 3,101,232
Grand Total Cash and Investments	\$ 103,887,241		\$ 441,348	\$ 950,231	\$ 105,765,160

I certify that all investments under the management of the City are in compliance with the City's adopted investment policy, and I certify the City's investments plus projected revenues, are sufficiently liquid to meet the City's next six (6) months cash flow requirements per the adopted budget.

Clay Schoen, Director of Finance and Treasurer

February 5, 2019

Date

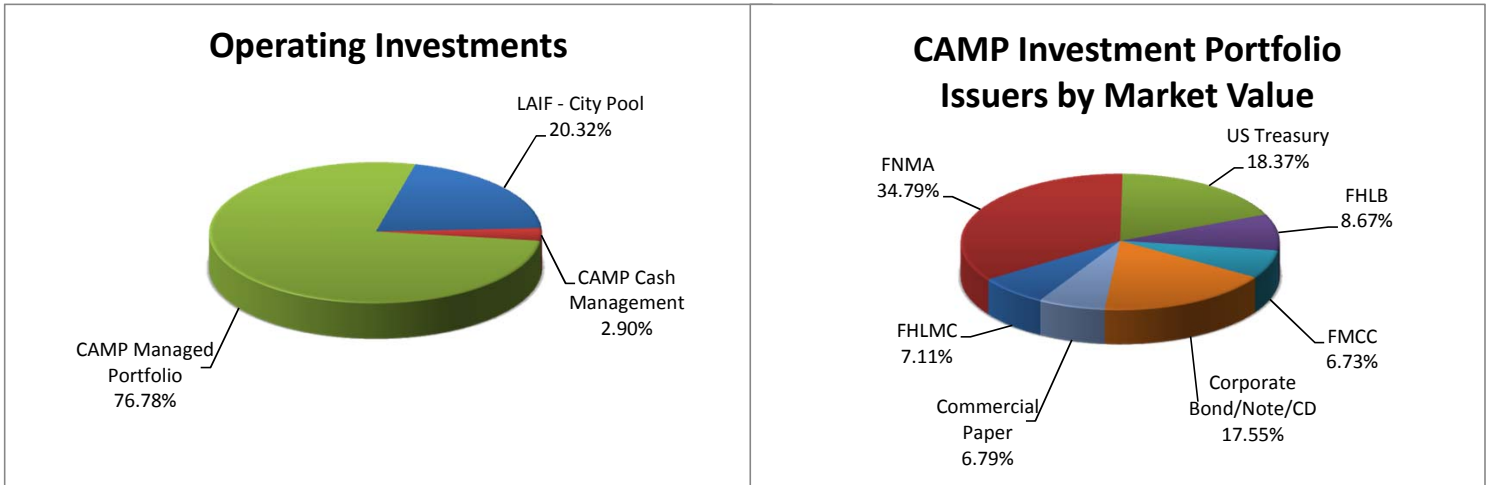
*Source: Bank and Trustee Statements

Note (1): The Local Agency Investment Fund (LAIF) is a voluntary investment alternative for California's local governments and special districts authorized by the California Government Code. LAIF is managed by the State Treasurer's Office with oversight by the Local Agency Investment Advisory Board. All securities in LAIF are purchased under the authority of Government Code Sections 16430 and 16480.8. LAIF is part of the State Treasurer's Pooled Money Investment Account (PMIA). The PMIA Investment Policy is guided by the goals of portfolio safety/diversification, liquidity, and yield.

Note (2): The California Asset Management Program (CAMP) is a California Joint Powers Authority established in 1989 to provide California public agencies with professional investment services. The CAMP Pool is a permitted investment for all local agencies under California Government Code Section 53601(p). CAMP is directed by a Board of Trustees, which is made up of experienced local government finance directors and treasurers.

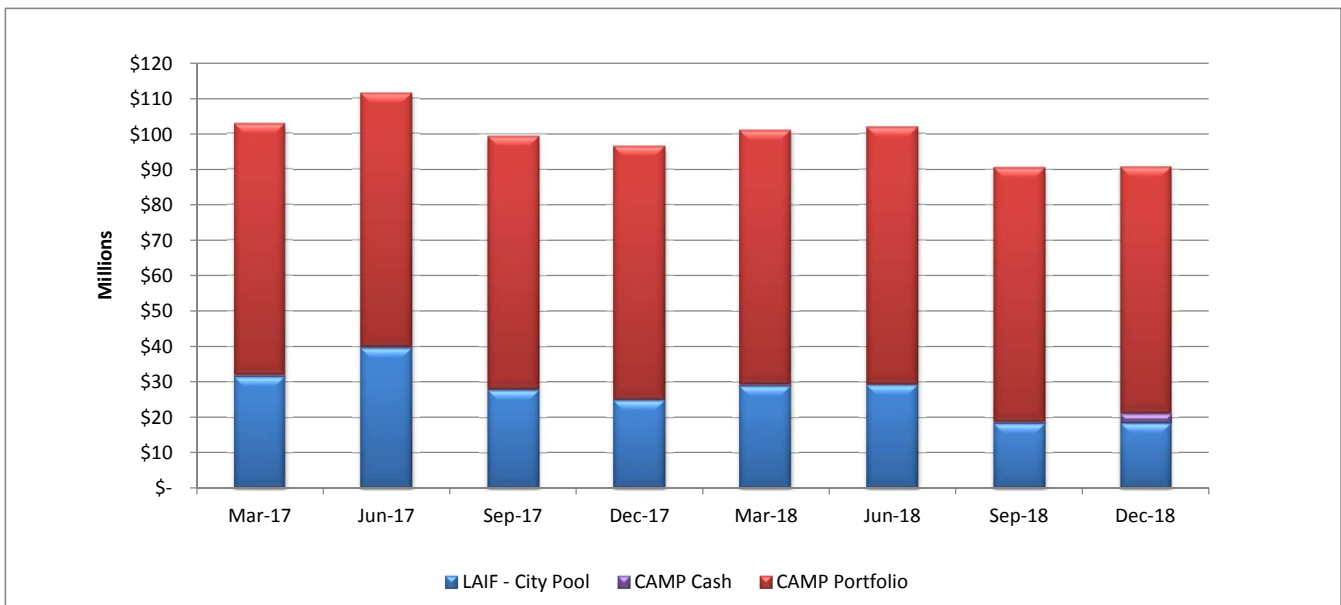
**CITY OF EL CAJON
OPERATING INVESTMENTS COMPOSITION (AT COST)
AS OF DECEMBER 31, 2018**

<u>Operating Investments</u>	<u>Type of Investment</u>	<u>Investment Amount</u>	<u>% of Total Investments</u>	<u>Prior Quarter Investment Amount</u>	<u>% Change From Prior Quarter</u>
LAIF - City Pool	(See attached graph)	\$ 18,451,187	20.32%	\$ 18,394,840	0.31%
CAMP Cash Management	Cash Reserve Portfolio	2,635,252	2.90%	380,271	592.99%
CAMP Managed Portfolio	Federal Agency & Corporate Bonds/Notes	69,709,511	76.78%	71,825,469	-2.95%
Total Operating Investments		\$ 90,795,950	100.00%	\$ 90,600,580	0.22%



HISTORICAL COMPOSITION

	<u>Quarter Ending</u>							
	<u>Mar-17</u>	<u>Jun-17</u>	<u>Sep-17</u>	<u>Dec-17</u>	<u>Mar-18</u>	<u>Jun-18</u>	<u>Sep-18</u>	<u>Dec-18</u>
LAIF - City Pool	\$ 31,524,951	\$ 39,610,191	\$ 27,807,884	\$ 24,911,329	\$ 28,945,747	\$ 29,210,172	\$ 18,394,840	\$ 18,451,187
CAMP Cash	419,693	217,275	111,715	15,491	351,718	53,805	380,271	2,635,252
CAMP Portfolio	70,871,600	71,640,283	71,489,789	71,638,936	71,847,551	72,751,602	71,825,469	69,709,511
Total	\$ 102,816,244	\$ 111,467,749	\$ 99,409,388	\$ 96,565,756	\$ 101,145,016	\$ 102,015,579	\$ 90,600,580	\$ 90,795,950





CALIFORNIA STATE TREASURER FIONA MA, CPA



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
12/31/18	2.32	2.21	192
01/01/19	2.32	2.32	192
01/02/19	2.32	2.32	196
01/03/19	2.33	2.33	195
01/04/19	2.34	2.33	194
01/05/19	2.34	2.33	194
01/06/19	2.34	2.33	194
01/07/19	2.34	2.33	192
01/08/19	2.34	2.33	190
01/09/19	2.34	2.33	191
01/10/19	2.34	2.34	189
01/11/19	2.34	2.34	188
01/12/19	2.34	2.34	188
01/13/19	2.34	2.34	188
01/14/19	2.35	2.34	185
01/15/19	2.36	2.34	187
01/16/19	2.36	2.34	188
01/17/19	2.36	2.34	189
01/18/19	2.37	2.34	190
01/19/19	2.37	2.35	190
01/20/19	2.37	2.35	190
01/21/19	2.37	2.35	190
01/22/19	2.37	2.35	188
01/23/19	2.37	2.35	187
01/24/19	2.37	2.35	188
01/25/19	2.38	2.35	188
01/26/19	2.38	2.35	188
01/27/19	2.38	2.35	188
01/28/19	2.38	2.35	185
01/29/19	2.38	2.35	187
01/30/19	2.38	2.35	186

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

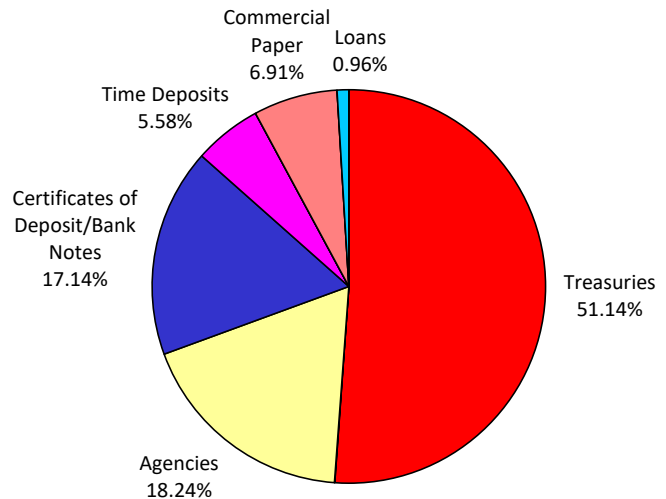
Quarter Ending 12/31/18

Apportionment Rate: 2.40
 Earnings Ratio: 0.00006573663340150
 Fair Value Factor: 0.999051127
 Daily: 2.32%
 Quarter to Date: 2.21%
 Average Life: 192

PMIA Average Monthly Effective Yields

Dec 2018 2.291
 Nov 2018 2.208
 Oct 2018 2.144

Pooled Money Investment Account Portfolio Composition 12/31/18 \$83.3 billion



Percentages may not total 100%, due to rounding.

Based on data available as of 1/30/2019



Account Statement - Transaction Summary

For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00

CAMP Pool	
Opening Market Value	525,525.87
Purchases	2,115,418.14
Redemptions	(5,692.19)
Unsettled Trades	0.00
Change in Value	0.00

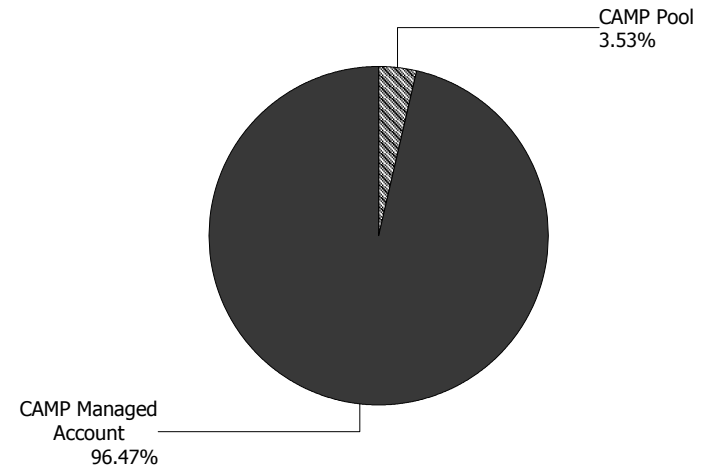
Closing Market Value	\$2,635,251.82
Cash Dividends and Income	1,301.83

CAMP Managed Account	
Opening Market Value	73,743,314.10
Purchases	0.00
Redemptions	(2,000,000.00)
Unsettled Trades	0.00
Change in Value	385,997.35

Closing Market Value	\$72,129,311.45
Cash Dividends and Income	120,366.31

Asset Summary		
	December 31, 2018	November 30, 2018
CAMP Pool	2,635,251.82	525,525.87
CAMP Managed Account	72,129,311.45	73,743,314.10
Total	\$74,764,563.27	\$74,268,839.97

Asset Allocation





Managed Account Summary Statement

For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Transaction Summary - Money Market		Transaction Summary - Managed Account		Account Total	
Opening Market Value	\$525,525.87	Opening Market Value	\$73,743,314.10	Opening Market Value	\$74,268,839.97
Purchases	2,115,418.14	Maturities/Calls	(2,000,000.00)		
Redemptions	(5,692.19)	Principal Dispositions	0.00		
		Principal Acquisitions	0.00		
		Unsettled Trades	0.00		
		Change in Current Value	385,997.35		
Closing Market Value	\$2,635,251.82	Closing Market Value	\$72,129,311.45	Closing Market Value	\$74,764,563.27
Dividend	1,301.83				

Earnings Reconciliation (Cash Basis) - Managed Account	
Interest/Dividends/Coupons Received	114,116.31
Less Purchased Interest Related to Interest/Coupons	0.00
Plus Net Realized Gains/Losses	6,250.00
Total Cash Basis Earnings	\$120,366.31

Cash Balance	
Closing Cash Balance	\$0.00

Earnings Reconciliation (Accrual Basis)	Managed Account	Total
Ending Amortized Value of Securities	72,684,921.10	75,320,172.92
Ending Accrued Interest	314,622.54	314,622.54
Plus Proceeds from Sales	0.00	5,692.19
Plus Proceeds of Maturities/Calls/Principal Payments	2,000,000.00	2,000,000.00
Plus Coupons/Dividends Received	114,116.31	114,116.31
Less Cost of New Purchases	0.00	(2,115,418.14)
Less Beginning Amortized Value of Securities	(74,673,923.93)	(75,199,449.80)
Less Beginning Accrued Interest	(321,805.52)	(321,805.52)
Dividends	0.00	1,301.83
Total Accrual Basis Earnings	\$117,930.50	\$119,232.33

Cash Transactions Summary- Managed Account	
Maturities/Calls	2,000,000.00
Sale Proceeds	0.00
Coupon/Interest/Dividend Income	114,116.31
Principal Payments	0.00
Security Purchases	0.00
Net Cash Contribution	(2,114,116.31)
Reconciling Transactions	0.00



Portfolio Summary and Statistics

For the Month Ending **December 31, 2018**

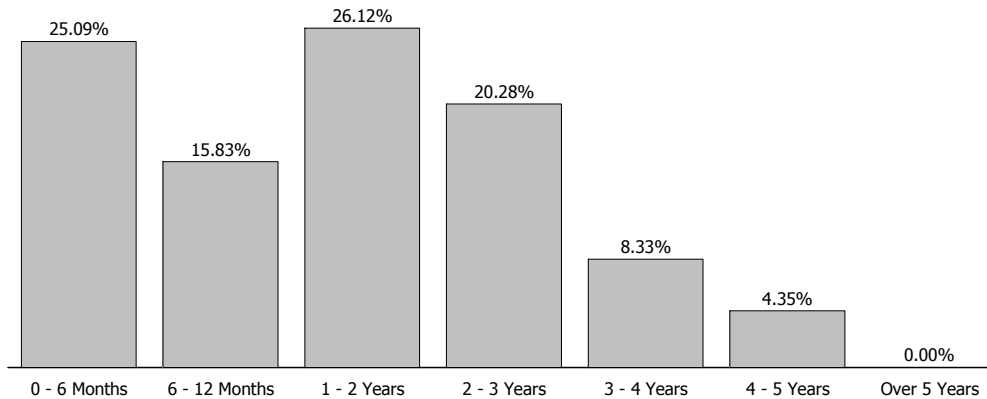
CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Account Summary

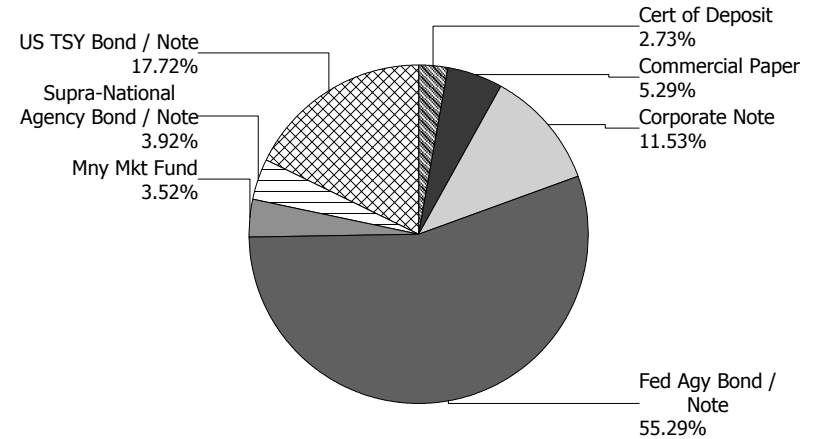
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	13,490,000.00	13,245,734.05	17.72
Supra-National Agency Bond / Note	2,975,000.00	2,933,747.83	3.92
Federal Agency Bond / Note	41,645,000.00	41,335,448.19	55.29
Corporate Note	8,665,000.00	8,617,381.16	11.53
Commercial Paper	4,000,000.00	3,958,362.00	5.29
Certificate of Deposit	2,040,000.00	2,038,638.22	2.73
Managed Account Sub-Total	72,815,000.00	72,129,311.45	96.48%
Accrued Interest		314,622.54	
Total Portfolio	72,815,000.00	72,443,933.99	
CAMP Pool	2,635,251.82	2,635,251.82	3.52
Total Investments	75,450,251.82	75,079,185.81	100.00%

Unsettled Trades **0.00** **0.00**

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost	1.89%
Yield to Maturity at Market	2.63%
Duration to Worst	1.49
Weighted Average Days to Maturity	568



Managed Account Issuer Summary

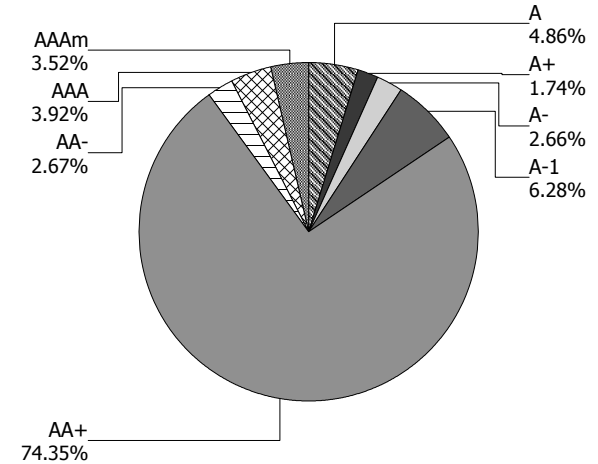
For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Issuer Summary

Issuer	Market Value of Holdings	Percent
AMERICAN EXPRESS CO	998,368.00	1.34
APPLE INC	1,001,222.00	1.34
BANK OF NOVA SCOTIA	1,303,801.20	1.74
BNP PARIBAS	993,069.00	1.33
CAMP Pool	2,635,251.82	3.52
CREDIT AGRICOLE SA	990,897.00	1.33
FANNIE MAE	25,149,074.55	33.65
FEDERAL HOME LOAN BANKS	6,285,064.04	8.41
FREDDIE MAC	9,901,309.60	13.24
HSBC HOLDINGS PLC	1,648,190.16	2.20
IBM CORP	973,621.00	1.30
INTER-AMERICAN DEVELOPMENT BANK	1,461,233.83	1.95
INTL BANK OF RECONSTRUCTION AND DEV	1,472,514.00	1.97
JP MORGAN CHASE & CO	981,534.00	1.31
MITSUBISHI UFJ FINANCIAL GROUP INC	1,727,699.02	2.31
ORACLE CORP	995,151.00	1.33
THE BANK OF NEW YORK MELLON CORPORATION	1,011,554.00	1.35
TOYOTA MOTOR CORP	1,000,150.00	1.34
UNITED STATES TREASURY	13,245,734.05	17.72
WELLS FARGO & COMPANY	989,125.00	1.32
Total	\$74,764,563.27	100.00%

Credit Quality (S&P Ratings)





Managed Account Detail of Securities Held

For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES DTD 12/31/2014 1.625% 12/31/2019		912828G95	2,440,000.00	AA+	Aaa	10/01/18	10/01/18	2,407,498.44	2.72	109.53	2,413,954.00	2,415,695.16
US TREASURY NOTES DTD 09/30/2013 2.000% 09/30/2020		912828VZ0	620,000.00	AA+	Aaa	11/15/16	11/16/16	630,922.65	1.53	3,168.13	625,003.09	614,502.46
US TREASURY NOTES DTD 12/31/2015 1.750% 12/31/2020		912828N48	990,000.00	AA+	Aaa	11/29/16	11/30/16	991,044.14	1.72	47.86	990,522.32	975,884.58
US TREASURY NOTES DTD 12/31/2015 1.750% 12/31/2020		912828N48	1,575,000.00	AA+	Aaa	11/22/16	11/23/16	1,580,229.49	1.67	76.14	1,577,594.53	1,552,543.65
US TREASURY N/B DTD 02/29/2016 1.125% 02/28/2021		912828P87	1,000,000.00	AA+	Aaa	03/07/17	03/08/17	970,078.13	1.91	3,822.51	983,476.35	971,133.00
US TREASURY NOTES DTD 03/31/2016 1.250% 03/31/2021		912828Q37	1,050,000.00	AA+	Aaa	11/29/16	11/30/16	1,028,466.80	1.74	3,353.37	1,038,648.24	1,022,109.90
US TREASURY NOTES DTD 03/31/2016 1.250% 03/31/2021		912828O37	1,900,000.00	AA+	Aaa	05/10/17	05/12/17	1,862,074.22	1.78	6,067.99	1,877,782.50	1,849,532.20
US TREASURY NOTES DTD 06/02/2014 2.000% 05/31/2021		912828WN6	2,000,000.00	AA+	Aaa	01/04/17	01/05/17	2,011,796.88	1.86	3,516.48	2,006,591.60	1,977,812.00
US TREASURY NOTES DTD 06/30/2017 1.750% 06/30/2022		912828XW5	955,000.00	AA+	Aaa	11/30/17	11/30/17	940,413.87	2.10	46.17	943,751.93	931,870.86
US TREASURY NOTES DTD 09/30/2015 1.750% 09/30/2022		912828L57	960,000.00	AA+	Aaa	11/30/17	11/30/17	943,837.50	2.12	4,292.31	947,343.81	934,650.24
Security Type Sub-Total			13,490,000.00					13,366,362.12	1.99	24,500.49	13,404,668.37	13,245,734.05
Supra-National Agency Bond / Note												
INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 09/19/2017 1.561% 09/12/2020		45905UP32	1,500,000.00	AAA	Aaa	09/12/17	09/19/17	1,496,400.00	1.64	7,089.54	1,497,928.10	1,472,514.00
INTER-AMERICAN DEVELOPMENT BANK DTD 11/08/2013 2.125% 11/09/2020		4581X0CD8	1,475,000.00	AAA	Aaa	10/02/17	10/10/17	1,488,671.93	1.81	4,527.43	1,483,329.90	1,461,233.83



Managed Account Detail of Securities Held

For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Security Type/Description	S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market		
Dated Date/Coupon/Maturity	Par	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value		
CUSIP											
Security Type Sub-Total	2,975,000.00				2,985,071.93	1.73	11,616.97	2,981,258.00	2,933,747.83		
Federal Agency Bond / Note											
FNMA BENCHMARK NOTE DTD 01/08/2016 1.375% 01/28/2019	3135G0H63	990,000.00	AA+	Aaa	01/21/16	01/22/16	997,345.80	1.12	5,785.31	990,185.20	989,221.86
FANNIE MAE BENCHMARK NOTE DTD 01/13/2014 1.875% 02/19/2019	3135G0ZA4	1,550,000.00	AA+	Aaa	06/22/15	06/23/15	1,576,272.50	1.40	10,656.25	1,550,979.86	1,548,794.10
FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	1,340,000.00	AA+	Aaa	05/17/16	05/18/16	1,339,879.40	1.00	4,652.78	1,339,993.51	1,337,014.48
FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	1,630,000.00	AA+	Aaa	01/30/17	01/31/17	1,620,366.70	1.29	5,659.72	1,629,281.85	1,626,368.36
FHLMC NOTES DTD 03/27/2009 3.750% 03/27/2019	3137EACA5	1,600,000.00	AA+	Aaa	03/15/16	03/16/16	1,721,040.00	1.20	15,666.67	1,609,686.67	1,604,934.40
FREDDIE MAC NOTES DTD 03/21/2016 1.125% 04/15/2019	3137EADZ9	2,000,000.00	AA+	Aaa	03/18/16	03/21/16	1,999,340.00	1.14	4,750.00	1,999,936.56	1,992,544.00
FEDERAL HOME LOAN BANK AGENCY NOTES DTD 05/12/2017 1.375% 05/28/2019	3130ABF92	1,500,000.00	AA+	Aaa	05/17/17	05/18/17	1,501,005.00	1.34	1,890.63	1,500,204.11	1,492,686.00
FNMA NOTES DTD 05/12/2014 1.750% 06/20/2019	3135G0ZE6	1,565,000.00	AA+	Aaa	06/22/15	06/23/15	1,579,460.60	1.51	836.84	1,566,745.77	1,559,294.01
FHLMC REFERENCE NOTE DTD 07/20/2016 0.875% 07/19/2019	3137EAEB1	1,500,000.00	AA+	Aaa	08/30/16	08/31/16	1,493,760.00	1.02	5,906.25	1,498,796.31	1,485,691.50
FNMA BENCHMARK NOTE DTD 08/02/2016 0.875% 08/02/2019	3135G0N33	1,500,000.00	AA+	Aaa	11/15/16	11/16/16	1,481,550.00	1.34	5,432.29	1,495,957.41	1,484,851.50
FHLB GLOBAL NOTE DTD 08/04/2016 0.875% 08/05/2019	3130A8Y72	1,000,000.00	AA+	Aaa	09/29/16	09/30/16	996,830.00	0.99	3,548.61	999,331.49	989,767.00
FNMA NOTES DTD 07/28/2014 1.750% 09/12/2019	3135G0ZG1	1,155,000.00	AA+	Aaa	08/28/15	08/31/15	1,171,100.70	1.39	6,119.90	1,157,848.67	1,147,937.18
FANNIE MAE GLOBAL NOTES DTD 10/25/2016 1.000% 10/24/2019	3135G0R39	1,000,000.00	AA+	Aaa	11/29/16	11/30/16	987,020.00	1.46	1,861.11	996,304.46	986,745.00
FANNIE MAE GLOBAL NOTES DTD 10/25/2016 1.000% 10/24/2019	3135G0R39	1,630,000.00	AA+	Aaa	01/30/17	01/31/17	1,608,516.60	1.49	3,033.61	1,623,510.58	1,608,394.35



Managed Account Detail of Securities Held

For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 01/17/2017 1.500% 01/17/2020	3137EAE5	1,000,000.00	AA+	Aaa	02/22/17	02/23/17	998,460.00	1.55	6,833.33	999,439.16	988,783.00
FREDDIE MAC NOTES DTD 01/17/2017 1.500% 01/17/2020	3137EAE5	1,900,000.00	AA+	Aaa	05/10/17	05/12/17	1,895,649.00	1.59	12,983.33	1,898,288.12	1,878,687.70
FNMA NOTES DTD 01/12/2015 1.625% 01/21/2020	3135G0A78	990,000.00	AA+	Aaa	01/21/16	01/22/16	1,001,236.50	1.33	7,150.00	993,025.02	980,146.53
FNMA NOTES DTD 01/12/2015 1.625% 01/21/2020	3135G0A78	1,310,000.00	AA+	Aaa	08/28/15	08/31/15	1,317,113.30	1.50	9,461.11	1,311,754.93	1,296,961.57
FNMA NOTES DTD 02/28/2017 1.500% 02/28/2020	3135G0T29	1,000,000.00	AA+	Aaa	08/31/17	08/31/17	1,001,020.00	1.46	5,125.00	1,000,478.23	988,618.00
FHLMC AGENCY NOTES DTD 04/20/2017 1.375% 04/20/2020	3137EAEF2	1,000,000.00	AA+	Aaa	06/29/17	06/30/17	994,070.00	1.59	2,711.81	997,217.59	984,862.00
FNMA BENCHMARK NOTES DTD 04/27/2015 1.500% 06/22/2020	3135G0D75	2,000,000.00	AA+	Aaa	10/26/15	10/27/15	2,002,180.00	1.48	750.00	2,000,711.06	1,970,742.00
FNMA NOTES DTD 08/01/2017 1.500% 07/30/2020	3135G0T60	1,000,000.00	AA+	Aaa	07/28/17	08/01/17	996,970.00	1.60	6,291.67	998,384.27	983,465.00
FHLB NOTES DTD 09/08/2017 1.375% 09/28/2020	3130ACE26	680,000.00	AA+	Aaa	09/07/17	09/08/17	677,817.20	1.48	2,415.42	678,743.09	666,250.40
FHLB NOTES DTD 09/08/2017 1.375% 09/28/2020	3130ACE26	1,325,000.00	AA+	Aaa	09/15/17	09/15/17	1,316,082.75	1.60	4,706.51	1,319,831.98	1,298,208.50
FHLMC REFERENCE NOTE DTD 08/12/2016 1.125% 08/12/2021	3137EAEC9	1,000,000.00	AA+	Aaa	01/24/17	01/25/17	964,710.00	1.94	4,343.75	979,341.19	965,807.00
FEDERAL HOME LOAN BANKS NOTES DTD 10/12/2018 3.000% 10/12/2021	3130AF5B9	1,815,000.00	AA+	Aaa	10/31/18	10/31/18	1,814,419.20	3.01	11,948.75	1,814,457.32	1,838,152.14
FANNIE MAE NOTES DTD 01/09/2017 2.000% 01/05/2022	3135G0S38	1,000,000.00	AA+	Aaa	01/24/17	01/25/17	998,910.00	2.02	9,777.78	999,325.20	985,203.00
FANNIE MAE NOTES DTD 04/10/2017 1.875% 04/05/2022	3135G0T45	1,000,000.00	AA+	Aaa	05/30/17	05/31/17	1,000,380.00	1.87	4,479.17	1,000,264.74	979,875.00



Managed Account Detail of Securities Held

For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note												
FANNIE MAE AGENCY NOTES DTD 10/06/2017 2.000% 10/05/2022		3135G0T78	1,450,000.00	AA+	Aaa	10/26/17	10/27/17	1,440,314.00	2.14	6,927.78	1,442,539.16	1,422,589.20
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023		3135G0U43	1,390,000.00	AA+	Aaa	11/29/18	11/30/18	1,384,606.80	2.96	11,877.74	1,384,707.42	1,406,365.86
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023		3135G0U43	1,825,000.00	AA+	Aaa	10/31/18	10/31/18	1,807,315.75	3.09	15,594.88	1,807,901.58	1,846,487.55
Security Type Sub-Total			41,645,000.00					41,684,741.80	1.64	199,178.00	41,585,172.51	41,335,448.19
Corporate Note												
AMERICAN EXPRESS CREDIT CORP NOTES DTD 03/18/2014 2.125% 03/18/2019		0258M0DK2	1,000,000.00	A-	A2	10/26/15	10/29/15	1,008,910.00	1.85	6,079.86	1,000,578.45	998,368.00
WELLS FARGO & CO CORP BONDS DTD 02/02/2015 2.150% 01/30/2020		94974BGF1	1,000,000.00	A-	A2	10/26/15	10/29/15	1,001,560.00	2.11	9,018.06	1,000,413.24	989,125.00
HSBC USA INC NOTES DTD 03/05/2015 2.350% 03/05/2020		40428HPR7	1,665,000.00	A	A2	03/29/16	03/31/16	1,642,372.65	2.72	12,607.75	1,657,971.10	1,648,190.16
TOYOTA MOTOR CREDIT CORP NOTES DTD 04/13/2018 2.950% 04/13/2021		89236TEU5	1,000,000.00	AA-	Aa3	04/10/18	04/13/18	999,600.00	2.96	6,391.67	999,692.49	1,000,150.00
APPLE INC CORP NOTES DTD 05/06/2014 2.850% 05/06/2021		037833AR1	1,000,000.00	AA+	Aa1	02/13/17	02/16/17	1,023,040.00	2.27	4,354.17	1,013,087.45	1,001,222.00
ORACLE CORP BONDS DTD 07/08/2014 2.800% 07/08/2021		68389XBA2	1,000,000.00	AA-	A1	02/13/17	02/16/17	1,020,940.00	2.30	13,455.56	1,012,268.97	995,151.00
BONY MELLON GLOBAL NOTES (CALLABLE) DTD 09/23/2011 3.550% 09/23/2021		06406HBY4	1,000,000.00	A	A1	02/13/17	02/16/17	1,044,650.00	2.52	9,663.89	1,026,741.47	1,011,554.00
IBM CORP BONDS DTD 01/27/2017 2.500% 01/27/2022		459200JO5	1,000,000.00	A	A1	02/13/17	02/16/17	1,005,280.00	2.39	10,694.44	1,003,355.48	973,621.00
Security Type Sub-Total			8,665,000.00					8,746,352.65	2.41	72,265.40	8,714,108.65	8,617,381.16
Commercial Paper												



Managed Account Detail of Securities Held

For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Commercial Paper											
MUFG BANK LTD/NY COMM PAPER DTD 07/06/2018 0.000% 04/02/2019	62479MR21	1,000,000.00	A-1	P-1	10/01/18	10/01/18	987,088.33	2.57	0.00	993,579.44	992,862.00
BNP PARIBAS NY BRANCH COMM PAPER DTD 09/28/2018 0.000% 04/02/2019	09659CR26	1,000,000.00	A-1	P-1	10/01/18	10/01/18	987,342.50	2.52	0.00	993,705.83	993,069.00
CREDIT AGRICOLE CIB NY COMM PAPER DTD 10/25/2018 0.000% 04/26/2019	22533URS4	1,000,000.00	A-1	P-1	10/30/18	10/30/18	986,254.44	2.82	0.00	991,119.44	990,897.00
JP MORGAN SECURITIES LLC COMM PAPER DTD 11/13/2018 0.000% 08/09/2019	46640QV99	1,000,000.00	A-1	P-1	11/13/18	11/13/18	977,583.33	3.07	0.00	981,666.66	981,534.00
Security Type Sub-Total		4,000,000.00					3,938,268.60	2.74	0.00	3,960,071.37	3,958,362.00
Certificate of Deposit											
MUFG BANK LTD/NY CERT DEPOS DTD 09/27/2017 2.070% 09/25/2019	06539RGM3	740,000.00	A-1	P-1	09/25/17	09/27/17	740,000.00	2.07	4,169.90	740,000.00	734,837.02
BANK OF NOVA SCOTIA HOUSTON CD DTD 06/07/2018 3.080% 06/05/2020	06417GU22	1,300,000.00	A+	Aa2	06/05/18	06/07/18	1,299,506.00	3.10	2,891.78	1,299,642.20	1,303,801.20
Security Type Sub-Total		2,040,000.00					2,039,506.00	2.73	7,061.68	2,039,642.20	2,038,638.22
Managed Account Sub-Total		72,815,000.00					72,760,303.10	1.89	314,622.54	72,684,921.10	72,129,311.45
Money Market Mutual Fund											
CAMP Pool		2,635,251.82	AAA	NR			2,635,251.82		0.00	2,635,251.82	2,635,251.82
Money Market Sub-Total		2,635,251.82					2,635,251.82		0.00	2,635,251.82	2,635,251.82
Securities Sub-Total		\$75,450,251.82					\$75,395,554.92	1.89%	\$314,622.54	\$75,320,172.92	\$74,764,563.27
Accrued Interest											\$314,622.54
Total Investments											\$75,079,185.81



Managed Account Fair Market Value & Analytics

For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
U.S. Treasury Bond / Note												
US TREASURY NOTES	DTD 12/31/2014 1.625% 12/31/2019	912828G95	2,440,000.00	CITIGRP		99.00	2,415,695.16	8,196.72	1,741.16	0.98	0.98	2.64
US TREASURY NOTES	DTD 09/30/2013 2.000% 09/30/2020	912828V20	620,000.00	CITIGRP		99.11	614,502.46	(16,420.19)	(10,500.63)	1.70	1.70	2.52
US TREASURY NOTES	DTD 12/31/2015 1.750% 12/31/2020	912828N48	990,000.00	CITIGRP		98.57	975,884.58	(15,159.56)	(14,637.74)	1.95	1.95	2.49
US TREASURY NOTES	DTD 12/31/2015 1.750% 12/31/2020	912828N48	1,575,000.00	MORGANST		98.57	1,552,543.65	(27,685.84)	(25,050.88)	1.95	1.95	2.49
US TREASURY N/B	DTD 02/29/2016 1.125% 02/28/2021	912828P87	1,000,000.00	BARCLAYS		97.11	971,133.00	1,054.87	(12,343.35)	2.11	2.11	2.50
US TREASURY NOTES	DTD 03/31/2016 1.250% 03/31/2021	912828O37	1,050,000.00	MORGANST		97.34	1,022,109.90	(6,356.90)	(16,538.34)	2.19	2.19	2.47
US TREASURY NOTES	DTD 03/31/2016 1.250% 03/31/2021	912828Q37	1,900,000.00	MORGAN_S		97.34	1,849,532.20	(12,542.02)	(28,250.30)	2.19	2.19	2.47
US TREASURY NOTES	DTD 06/02/2014 2.000% 05/31/2021	912828WN6	2,000,000.00	HSBC		98.89	1,977,812.00	(33,984.88)	(28,779.60)	2.34	2.34	2.48
US TREASURY NOTES	DTD 06/30/2017 1.750% 06/30/2022	912828XW5	955,000.00	MERRILL		97.58	931,870.86	(8,543.01)	(11,881.07)	3.37	3.37	2.48
US TREASURY NOTES	DTD 09/30/2015 1.750% 09/30/2022	912828L57	960,000.00	HSBC		97.36	934,650.24	(9,187.26)	(12,693.57)	3.58	3.58	2.49
Security Type Sub-Total			13,490,000.00				13,245,734.05	(120,628.07)	(158,934.32)	2.10	2.10	2.51
Supra-National Agency Bond / Note												
INTL BANK OF RECONSTRUCTION AND DEV NOTE	DTD 09/19/2017 1.561% 09/12/2020	45905UP32	1,500,000.00	HSBC		98.17	1,472,514.00	(23,886.00)	(25,414.10)	1.65	1.65	2.67
INTER-AMERICAN DEVELOPMENT BANK	DTD 11/08/2013 2.125% 11/09/2020	4581X0CD8	1,475,000.00	HSBC		99.07	1,461,233.83	(27,438.10)	(22,096.07)	1.80	1.80	2.64
Security Type Sub-Total			2,975,000.00				2,933,747.83	(51,324.10)	(47,510.17)	1.73	1.73	2.66
Federal Agency Bond / Note												



Managed Account Fair Market Value & Analytics

For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Security Type/Description	Next Call	Market	Market	Unreal G/L	Unreal G/L	Effective	Duration	YTM		
Dated Date/Coupon/Maturity	Date	Price	Value	On Cost	Amort Cost	Duration	to Worst at Mkt			
CUSIP	Par	Broker								
Federal Agency Bond / Note										
FNMA BENCHMARK NOTE DTD 01/08/2016 1.375% 01/28/2019	3135G0H63	990,000.00	MORGANST	99.92	989,221.86	(8,123.94)	(963.34)	0.08	0.08	2.32
FANNIE MAE BENCHMARK NOTE DTD 01/13/2014 1.875% 02/19/2019	3135G0ZA4	1,550,000.00	BARCLAYS	99.92	1,548,794.10	(27,478.40)	(2,185.76)	0.14	0.14	2.39
FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	1,340,000.00	HSBC	99.78	1,337,014.48	(2,864.92)	(2,979.03)	0.16	0.16	2.41
FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	1,630,000.00	MORGAN_S	99.78	1,626,368.36	6,001.66	(2,913.49)	0.16	0.16	2.41
FHLMC NOTES DTD 03/27/2009 3.750% 03/27/2019	3137EACA5	1,600,000.00	GOLDMAN	100.31	1,604,934.40	(116,105.60)	(4,752.27)	0.24	0.24	2.40
FREDDIE MAC NOTES DTD 03/21/2016 1.125% 04/15/2019	3137EADZ9	2,000,000.00	MORGANST	99.63	1,992,544.00	(6,796.00)	(7,392.56)	0.29	0.29	2.40
FEDERAL HOME LOAN BANK AGENCY NOTES DTD 05/12/2017 1.375% 05/28/2019	3130ABF92	1,500,000.00	MORGAN_S	99.51	1,492,686.00	(8,319.00)	(7,518.11)	0.41	0.41	2.56
FNMA NOTES DTD 05/12/2014 1.750% 06/20/2019	3135G0ZE6	1,565,000.00	WELLSFAR	99.64	1,559,294.01	(20,166.59)	(7,451.76)	0.47	0.47	2.52
FHLMC REFERENCE NOTE DTD 07/20/2016 0.875% 07/19/2019	3137EAEB1	1,500,000.00	NOMURA	99.05	1,485,691.50	(8,068.50)	(13,104.81)	0.54	0.54	2.63
FNMA BENCHMARK NOTE DTD 08/02/2016 0.875% 08/02/2019	3135G0N33	1,500,000.00	BARCLAYS	98.99	1,484,851.50	3,301.50	(11,105.91)	0.58	0.58	2.62
FHLB GLOBAL NOTE DTD 08/04/2016 0.875% 08/05/2019	3130A8Y72	1,000,000.00	JEFFERIE	98.98	989,767.00	(7,063.00)	(9,564.49)	0.58	0.58	2.62
FNMA NOTES DTD 07/28/2014 1.750% 09/12/2019	3135G0ZG1	1,155,000.00	MKTX	99.39	1,147,937.18	(23,163.52)	(9,911.49)	0.68	0.68	2.64
FANNIE MAE GLOBAL NOTES DTD 10/25/2016 1.000% 10/24/2019	3135G0R39	1,000,000.00	KEYBAN	98.67	986,745.00	(275.00)	(9,559.46)	0.80	0.80	2.66
FANNIE MAE GLOBAL NOTES DTD 10/25/2016 1.000% 10/24/2019	3135G0R39	1,630,000.00	MORGAN_S	98.67	1,608,394.35	(122.25)	(15,116.23)	0.80	0.80	2.66
FREDDIE MAC NOTES DTD 01/17/2017 1.500% 01/17/2020	3137EAEE5	1,000,000.00	MORGAN_S	98.88	988,783.00	(9,677.00)	(10,656.16)	1.02	1.02	2.60
FREDDIE MAC NOTES DTD 01/17/2017 1.500% 01/17/2020	3137EAEE5	1,900,000.00	BMO	98.88	1,878,687.70	(16,961.30)	(19,600.42)	1.02	1.02	2.60



Managed Account Fair Market Value & Analytics

For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
Federal Agency Bond / Note												
FNMA NOTES	DTD 01/12/2015 1.625% 01/21/2020	3135G0A78	990,000.00	MORGANST		99.00	980,146.53	(21,089.97)	(12,878.49)	1.03	1.03	2.59
FNMA NOTES	DTD 01/12/2015 1.625% 01/21/2020	3135G0A78	1,310,000.00	BARCLAYS		99.00	1,296,961.57	(20,151.73)	(14,793.36)	1.03	1.03	2.59
FNMA NOTES	DTD 02/28/2017 1.500% 02/28/2020	3135G0T29	1,000,000.00	MERRILL		98.86	988,618.00	(12,402.00)	(11,860.23)	1.14	1.14	2.50
FHLMC AGENCY NOTES	DTD 04/20/2017 1.375% 04/20/2020	3137EAEF2	1,000,000.00	WELLS_FA		98.49	984,862.00	(9,208.00)	(12,355.59)	1.28	1.28	2.56
FNMA BENCHMARK NOTES	DTD 04/27/2015 1.500% 06/22/2020	3135G0D75	2,000,000.00	NOMURA		98.54	1,970,742.00	(31,438.00)	(29,969.06)	1.45	1.45	2.52
FNMA NOTES	DTD 08/01/2017 1.500% 07/30/2020	3135G0T60	1,000,000.00	BARCLAYS		98.35	983,465.00	(13,505.00)	(14,919.27)	1.54	1.54	2.57
FHLB NOTES	DTD 09/08/2017 1.375% 09/28/2020	3130ACE26	680,000.00	BARCLAYS		97.98	666,250.40	(11,566.80)	(12,492.69)	1.70	1.70	2.57
FHLB NOTES	DTD 09/08/2017 1.375% 09/28/2020	3130ACE26	1,325,000.00	DEUTSCHE		97.98	1,298,208.50	(17,874.25)	(21,623.48)	1.70	1.70	2.57
FHLMC REFERENCE NOTE	DTD 08/12/2016 1.125% 08/12/2021	3137EAEC9	1,000,000.00	GOLDMAN		96.58	965,807.00	1,097.00	(13,534.19)	2.54	2.54	2.48
FEDERAL HOME LOAN BANKS NOTES	DTD 10/12/2018 3.000% 10/12/2021	3130AF5B9	1,815,000.00	MKTX		101.28	1,838,152.14	23,732.94	23,694.82	2.64	2.64	2.52
FANNIE MAE NOTES	DTD 01/09/2017 2.000% 01/05/2022	3135G0S38	1,000,000.00	TD		98.52	985,203.00	(13,707.00)	(14,122.20)	2.87	2.87	2.51
FANNIE MAE NOTES	DTD 04/10/2017 1.875% 04/05/2022	3135G0T45	1,000,000.00	GOLDMAN		97.99	979,875.00	(20,505.00)	(20,389.74)	3.12	3.12	2.52
FANNIE MAE AGENCY NOTES	DTD 10/06/2017 2.000% 10/05/2022	3135G0T78	1,450,000.00	NOMURA		98.11	1,422,589.20	(17,724.80)	(19,949.96)	3.58	3.58	2.53
FANNIE MAE NOTES	DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	1,390,000.00	MORGAN_S		101.18	1,406,365.86	21,759.06	21,658.44	4.34	4.34	2.61
FANNIE MAE NOTES	DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	1,825,000.00	TD		101.18	1,846,487.55	39,171.80	38,585.97	4.34	4.34	2.61
Security Type Sub-Total			41,645,000.00				41,335,448.19	(349,293.61)	(249,724.32)	1.35	1.35	2.53

Corporate Note



Managed Account Fair Market Value & Analytics

For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Security Type/Description				Next Call	Market	Market	Unreal G/L	Unreal G/L	Effective	Duration	YTM
Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Date	Price	Value	On Cost	Amort Cost	Duration	to Worst at Mkt	
Corporate Note											
AMERICAN EXPRESS CREDIT CORP NOTES DTD 03/18/2014 2.125% 03/18/2019	0258M0DK2	1,000,000.00	CITIGRP		99.84	998,368.00	(10,542.00)	(2,210.45)	0.22	0.22	2.84
WELLS FARGO & CO CORP BONDS DTD 02/02/2015 2.150% 01/30/2020	94974BGF1	1,000,000.00	US BANK		98.91	989,125.00	(12,435.00)	(11,288.24)	1.05	1.05	3.18
HSBC USA INC NOTES DTD 03/05/2015 2.350% 03/05/2020	40428HPR7	1,665,000.00	KEYBAN		98.99	1,648,190.16	5,817.51	(9,780.94)	1.14	1.14	3.23
TOYOTA MOTOR CREDIT CORP NOTES DTD 04/13/2018 2.950% 04/13/2021	89236TEU5	1,000,000.00	JPM_CHAS		100.02	1,000,150.00	550.00	457.51	2.18	2.18	2.94
APPLE INC CORP NOTES DTD 05/06/2014 2.850% 05/06/2021	037833AR1	1,000,000.00	US_BANCO		100.12	1,001,222.00	(21,818.00)	(11,865.45)	2.25	2.25	2.79
ORACLE CORP BONDS DTD 07/08/2014 2.800% 07/08/2021	68389XBA2	1,000,000.00	CITIGRP		99.52	995,151.00	(25,789.00)	(17,117.97)	2.38	2.38	3.00
BONY MELLON GLOBAL NOTES (CALLABLE) DTD 09/23/2011 3.550% 09/23/2021	06406HBY4	1,000,000.00	RBC	08/23/21	101.16	1,011,554.00	(33,096.00)	(15,187.47)	2.51	2.49	3.10
IBM CORP BONDS DTD 01/27/2017 2.500% 01/27/2022	459200JO5	1,000,000.00	RBC		97.36	973,621.00	(31,659.00)	(29,734.48)	2.89	2.89	3.41
Security Type Sub-Total		8,665,000.00				8,617,381.16	(128,971.49)	(96,727.49)	1.77	1.77	3.07
Commercial Paper											
MUFG BANK LTD/NY COMM PAPER DTD 07/06/2018 0.000% 04/02/2019	62479MR21	1,000,000.00	MITSU		99.29	992,862.00	5,773.67	(717.44)	0.25	0.25	2.81
BNP PARIBAS NY BRANCH COMM PAPER DTD 09/28/2018 0.000% 04/02/2019	09659CR26	1,000,000.00	BNP_PARI		99.31	993,069.00	5,726.50	(636.83)	0.25	0.25	2.73
CREDIT AGRICOLE CIB NY COMM PAPER DTD 10/25/2018 0.000% 04/26/2019	22533URS4	1,000,000.00	CREDAG		99.09	990,897.00	4,642.56	(222.44)	0.31	0.31	2.85
JP MORGAN SECURITIES LLC COMM PAPER DTD 11/13/2018 0.000% 08/09/2019	46640QV99	1,000,000.00	JPM_CHAS		98.15	981,534.00	3,950.67	(132.66)	0.60	0.60	3.06
Security Type Sub-Total		4,000,000.00				3,958,362.00	20,093.40	(1,709.37)	0.35	0.35	2.86
Certificate of Deposit											
MUFG BANK LTD/NY CERT DEPOS DTD 09/27/2017 2.070% 09/25/2019	06539RGM3	740,000.00	MITSU		99.30	734,837.02	(5,162.98)	(5,162.98)	0.72	0.72	2.97



Managed Account Fair Market Value & Analytics

For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
Certificate of Deposit											
BANK OF NOVA SCOTIA HOUSTON CD DTD 06/07/2018 3.080% 06/05/2020	06417GU22	1,300,000.00	GOLDMAN		100.29	1,303,801.20	4,295.20	4,159.00	1.39	1.39	2.87
Security Type Sub-Total		2,040,000.00				2,038,638.22	(867.78)	(1,003.98)	1.15	1.15	2.90
Managed Account Sub-Total		72,815,000.00				72,129,311.45	(630,991.65)	(555,609.65)	1.49	1.49	2.63
Money Market Mutual Fund											
CAMP Pool		2,635,251.82			1.00	2,635,251.82	0.00	0.00	0.00	0.00	
Money Market Sub-Total		2,635,251.82				2,635,251.82	0.00	0.00	0.00	0.00	
Securities Sub-Total		\$75,450,251.82				\$74,764,563.27	(\$630,991.65)	(\$555,609.65)	1.49	1.49	2.63%
Accrued Interest						\$314,622.54					
Total Investments						\$75,079,185.81					



Managed Account Security Transactions & Interest

For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
INTEREST										
12/05/18	12/05/18	BANK OF NOVA SCOTIA HOUSTON CD DTD 06/07/2018 3.080% 06/05/2020	06417GU22	1,300,000.00	0.00	19,797.56	19,797.56			
12/20/18	12/20/18	FNMA NOTES DTD 05/12/2014 1.750% 06/20/2019	3135G0ZE6	1,565,000.00	0.00	13,693.75	13,693.75			
12/22/18	12/22/18	FNMA BENCHMARK NOTES DTD 04/27/2015 1.500% 06/22/2020	3135G0D75	2,000,000.00	0.00	15,000.00	15,000.00			
12/31/18	12/31/18	US TREASURY NOTES DTD 12/31/2014 1.625% 12/31/2019	912828G95	2,440,000.00	0.00	19,825.00	19,825.00			
12/31/18	12/31/18	US TREASURY NOTES DTD 12/31/2015 1.750% 12/31/2020	912828N48	990,000.00	0.00	8,662.50	8,662.50			
12/31/18	12/31/18	US TREASURY NOTES DTD 12/31/2013 1.500% 12/31/2018	912828A75	2,000,000.00	0.00	15,000.00	15,000.00			
12/31/18	12/31/18	US TREASURY NOTES DTD 06/30/2017 1.750% 06/30/2022	912828XW5	955,000.00	0.00	8,356.25	8,356.25			
12/31/18	12/31/18	US TREASURY NOTES DTD 12/31/2015 1.750% 12/31/2020	912828N48	1,575,000.00	0.00	13,781.25	13,781.25			
Transaction Type Sub-Total				12,825,000.00	0.00	114,116.31	114,116.31			
MATURITY										
12/31/18	12/31/18	US TREASURY NOTES DTD 12/31/2013 1.500% 12/31/2018	912828A75	2,000,000.00	2,000,000.00	0.00	2,000,000.00	6,250.00	0.00	
Transaction Type Sub-Total				2,000,000.00	2,000,000.00	0.00	2,000,000.00	6,250.00	0.00	
Managed Account Sub-Total					2,000,000.00	114,116.31	2,114,116.31	6,250.00	0.00	
Total Security Transactions					\$2,000,000.00	\$114,116.31	\$2,114,116.31	\$6,250.00	\$0.00	



Account Statement

For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					525,525.87
12/05/18	12/05/18	Purchase - Interest 06417GU22	1.00	19,797.56	545,323.43
12/20/18	12/20/18	Purchase - Interest 3135G0ZE6	1.00	13,693.75	559,017.18
12/24/18	12/24/18	Purchase - Interest 3135G0D75	1.00	15,000.00	574,017.18
12/26/18	12/26/18	IP Fees November 2018	1.00	(5,340.20)	568,676.98
12/26/18	12/26/18	U.S. Bank Fees October 2018	1.00	(351.99)	568,324.99
12/31/18	12/31/18	Purchase - Interest 912828A75	1.00	15,000.00	583,324.99
12/31/18	12/31/18	Purchase - Interest 912828G95	1.00	19,825.00	603,149.99
12/31/18	12/31/18	Purchase - Interest 912828N48	1.00	13,781.25	616,931.24
12/31/18	12/31/18	Purchase - Interest 912828N48	1.00	8,662.50	625,593.74
12/31/18	12/31/18	Purchase - Interest 912828XW5	1.00	8,356.25	633,949.99
12/31/18	12/31/18	Purchase - Principal 912828A75	1.00	2,000,000.00	2,633,949.99
12/31/18	01/02/19	Accrual Income Div Reinvestment - Distributions	1.00	1,301.83	2,635,251.82



Account Statement

For the Month Ending **December 31, 2018**

CITY OF EL CAJON - OPERATING FUNDS - 505-00

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
Closing Balance					2,635,251.82
		Month of December	Fiscal YTD January-December		
Opening Balance		525,525.87	15,491.04	Closing Balance	2,635,251.82
Purchases		2,115,418.14	23,933,622.03	Average Monthly Balance	617,514.03
Redemptions (Excl. Checks)		(5,692.19)	(21,313,861.25)	Monthly Distribution Yield	2.46%
Check Disbursements		0.00	0.00		
Closing Balance		2,635,251.82	2,635,251.82		
Cash Dividends and Income		1,301.83	7,047.82		



City Council Agenda Report

Agenda Item 10.

DATE: February 26, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: Purchase of Unmanned Aerial Vehicle (UAV) for Land Surveying

RECOMMENDATION:

That the City Council:

1. Authorizes the Capital Outlay Request to purchase new Land Surveying Unmanned Aerial Vehicle (UAV) Equipment; and,
2. Appropriates additional funding in the amount of \$1,000.

BACKGROUND:

The City budgeted Capital Outlay funds in this year's budget to replace land surveying equipment. The technology for land surveying equipment is changing at a rapid rate. This includes the use of UAV equipment specifically outfitted to work for land surveying. Earlier this year, the City replaced the existing equipment. Staff recommends utilizing remaining funds to purchase a Land Surveying UAV.

Staff researched available and compatible equipment that will serve the City's needs. Staff recommends the purchase from Drones Made Easy. These are specialized land surveying UAV packages that simplify survey work in the field, increase workflow efficiency, reduce staff risk while surveying streets, and reduce the time necessary to collect field data points. This technology is becoming standard among engineers and land surveyors to collect field conditions in order to design and maintain public infrastructure projects. The UAV equipment will be utilized in accordance with FAA requirements and regulations. Additionally, staff will receive training to ensure compliance with local, state, and federal laws. Users of the equipment are required to and shall be licensed by the FAA prior to utilization. The City currently has one licensed pilot in the Public Works Department, with others in training.

FISCAL IMPACT:

There are existing funds of approximately \$8,000 remaining in FY18-19 Capital Outlay to replace survey equipment (budget activity from Gas Tax 211320, Wasterwater Fund 650720, and General Fund 151900). Staff proposes to reallocate existing funds to a new Capital Outlay. An additional appropriation of \$1,000 is requested (\$340 from Gas Tax 211320, \$330 from Wasterwater Fund 650720, and \$330 from General Fund 151900) for a total Capital Outlay budget of \$9,000.

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

Attachments

Draft-New Capital Outlay (Survey Drone)

PROPERTY (CAPITAL OUTLAY) REQUEST
Fiscal Year 2018 -19

ACTIVITY: Public Works

BUDGET ACTIVITY NO: 151900, 211320, 650720

QTY	DESCRIPTION	UNIT COST	PURCHASE PRICE	PLUS: INSTALL	LESS: TRADE-IN	TOTAL NET COST
1	Survey Drone Equipment		\$9,000.00			\$9,000.00

NEW OR REPLACEMENT? (If new, state usage. If replacement, state age of equipment to be replaced.)

New. The survey drone will be used for surveying for Capital Improvement Projects.

ESTIMATED LIFE OF REQUESTED ITEM (Provide an estimated useful life of requested equipment and estimated replacement date.)

5 years.

JUSTIFICATION FOR REQUEST (Explain necessity for and benefits derived from this purchase. If the equipment is substantially different than the equipment it replaces, additional justification should be given.)

A survey drone has the ability to provide an automated drone flight that can survey an area and quickly produce a spatial model of the terrain. Specialized drone packages simplify survey work in the field and increase the safety factor for the most difficult survey field work encountered by staff and increase workflow efficiency

ADDITIONAL EXPENSES (State the cost of additional items, ongoing maintenance costs or other expenses, if any, to place the equipment in full operation)

Equipment accessories are estimated to be approximately \$500.

Prepared by: Tony Mendoza

Department Head: Dirk Epperson



City Council
Agenda Report

DATE: February 26, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Frank Carson, Director of Recreation
SUBJECT: Community Event – Dinner and a Concert

RECOMMENDATION:

That the City Council approves the 2019 “Dinner and a Concert” series, subject to conditions.

BACKGROUND:

Downtown El Cajon Business Partners, (PBID) requests approval for the 2019 Dinner and a Concert series. The intent of the concert series is to provide economic enhancements in the Downtown district. Dinner and a Concert is a 22-week, free concert series and will be held at the Prescott Promenade on Friday evenings from 6:00 to 8:00 p.m., May 3 through September 27, 2019. A concert will not be held on Friday, May 17, but will instead be held Thursday, May 16, due to America on Main Street.

The Dinner and a Concert events will include amplified music, inflatables, promotional banners, food, and informational booths. These events will be open to the public with over 700 attendees anticipated weekly. Organizers have additionally requested closure of the adjacent Prescott Promenade alley from 3:00 to 8:00 p.m.

Staff recommends the City Council approve the proposed 2019 Dinner and a Concert series. The event is not for the sole purpose of advertising products, goods, or for private profit. Instead the event will provide a central venue to promote community involvement, City awareness, and public camaraderie.

Upon approval, the Special Event Committee will notify the Downtown El Cajon Business Partners of any additional conditions that need to be met to include approved certificates of insurance and any necessary permits or licenses.

FISCAL IMPACT:

Applicable fees to be paid by the applicant.

Prepared By: Frank Carson, Director of Recreation

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: February 26, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Frank Carson, Director of Recreation
SUBJECT: Community Event in the Right-of-Way – Cajon Classic Cruise

RECOMMENDATION:

That the City Council approves the use of the public right of way for the 2019 “Cajon Classic Cruise” series, subject to conditions.

BACKGROUND:

Downtown El Cajon Business Partners, the management company for the Downtown El Cajon Property-Based Improvement District (PBID) requests approval for the 2019 “Cajon Classic Cruise” car show series. The weekly shows will be held every Wednesday evening from 5:00 to 8:00 p.m., April 17 through October 30, 2019.

The Cajon Classic Cruise events will include amplified music, inflatables, promotional banners, food/merchandise vendors, and informational booths. These events are open to the public with approximately 2,000 attendees anticipated weekly. In accordance with El Cajon Municipal Code Chapter 12.24, staff recommends that City Council approve the use of the public right-of-way for the proposed 2018 “Cajon Classic Cruise” series.

The event is not for the sole purpose of advertising products, goods, or for private profit. Instead, the event will provide a central venue to promote community involvement, City awareness, and public camaraderie. Traffic management has been approved by the City’s Traffic Engineer, which will be coordinated with Public Works staff and Police to ensure a safe and healthy event.

For the 2019 season, organizers are requesting closure of the following streets.

Partial Street Closures (April 24 – October 23, 2019)

2:30 to 10:00 p.m. Sulzfeld Way: North of East Main Street to south of the alley

2:30 to 10:00 p.m. Orange Avenue: South of West Main Street to north of the alley

2:30 to 10:00 p.m. Sunshine Avenue: South of West Main Street to north of the alley

Full Street Closures (April 17, July 17, August 21, September 25 & Oct 30, 2019)

2:30 to 10:00 p.m. Sulzfeld Way: North of East Main Street to south of the alley

2:30 to 10:00 p.m. Orange Avenue: South of West Main Street to north of alley

2:30 to 10:00 p.m. West Main Street: East of Sunshine Avenue to west of Magnolia Avenue

2:30 to 10:00 p.m. East Main Street: East of Magnolia Avenue to west of Claydelle Avenue

Upon approval, the Special Event Committee will notify the Downtown El Cajon Business Partners of the additional conditions to be met which include: approved certificates of insurance, a signed petition from a majority of affected businesses and residents, and any necessary permits or licenses. The applicant must meet with City staff to review all conditions before final approval of event.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

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

FISCAL IMPACT:

Applicable fees to be paid by the applicants.

Prepared By: Frank Carson, Director of Recreation

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager



City Council Agenda Report

Agenda Item 13.

DATE: February 26, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: Declaration of Emergency for Sewer Repairs on North Pierce Street.

RECOMMENDATION:

That the City Council:

1. Adopts the next Resolution in order, making a Declaration of Emergency and determine that the public interest and necessity requires the immediate expenditure of public money to safeguard life, health, or property as provided in Public Contract Code section 22050; and,
2. Authorizes the City Manager to enter into an emergency contract(s) to repair sewer facilities as provided in El Cajon Municipal Code section 2.04.145, and to waive the bidding requirement in accordance with El Cajon Municipal Code section 3.20.010 (c)(6).

BACKGROUND:

The City was notified of a sewer back up on North Pierce Street on the morning of February 15, 2019. Public Works personnel were able to clear the initial blockage but soon discovered that a section of pipe had collapsed in front of 319 N. Pierce Street. It was determined that the City's emergency powers needed to be invoked to make immediate repairs to avoid damage to the properties along North Pierce Street. SC Valley Engineering was contacted and was available to commence immediately on the repairs. Work started at approximately 1:00 p.m. and was completed by 8:30 p.m.

The initial pipe failure caused sewage to back up into a residence at N. Pierce Street. The quick response by City staff alleviated any other damage to private property.

Video inspection determined that a large amount of rock and debris had entered the sewer and was lodged downstream. Because the sewer line was only partially obstructed, it was determined that the sewer line would be monitored over the weekend. On Sunday, February 17, 2019, it was discovered that the line was completely blocked. Staff took action to prevent sewage from backing up into the residences along North Pierce Street, and it was determined to remove the rocks and debris by replacing a section of pipe downstream of the original repair. SC Valley engineering was able to immediately complete the work on Sunday afternoon and evening. All contractor work was completed by 10:30 p.m. on Sunday.

FISCAL IMPACT:

All sewer line repair work is complete. Cost for sewer repair will not exceed \$20,000. Wastewater Funds are available in the Current Budget (FY18/19) for emergency repairs, account No. [659720-8576](#).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON
PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, the El Cajon City Council ("City Council") is authorized under section 8630 of the California Government Code to proclaim the existence of a local emergency when conditions exist within the jurisdiction of the City of El Cajon (the "City") which pose an extreme peril to public health and life; and

WHEREAS, section 8.08.060 of the El Cajon Municipal Code empowers the City Council to proclaim a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, the City's Public Works staff was notified of a sewer back-up on North Pierce Street on the morning of February 15, 2019; and

WHEREAS, Public Works personnel were able to clear the initial blockage, but soon discovered that a section of pipe had collapsed in front of 319 North Pierce Street (the "Property"), and it was determined that the City's emergency powers should be invoked to make immediate repairs to avoid damage to the properties along North Pierce Street; and

WHEREAS, the time needed to publicly bid and contract out the work would unnecessarily delay repair efforts and place the City and private property at further risk and therefore, staff recommended that repairs should be performed immediately using the City's emergency powers; and

WHEREAS, the City Manager is authorized to (1) enter into any emergency contract(s) to repair storm drain facilities as provided in El Cajon Municipal Code section 2.04.145, and to (2) waive the bidding requirement in accordance with El Cajon Municipal Code section 3.20.010 (C)(6); and

WHEREAS, S. C. Valley Engineering, Inc. ("SC Valley") was contacted and available to commence immediately on the repairs, and work began at approximately 1:00 p.m. and was completed by 8:30 p.m. on Friday, February 15, 2019; and

WHEREAS, the initial pipe failure caused sewage to back up into the residence at the Property; and

WHEREAS, video inspection had determined that a large amount of rock and debris had entered the sewer and was lodged downstream; however, because the sewer line was only partially obstructed, it was determined that the sewer line would be monitored over the weekend and Public Works staff would attempt to clear the rocks and debris on Tuesday, February 19, 2019, after the holiday weekend; and

WHEREAS, on Sunday, February 17, 2019, during the monitoring of the sewer line, it was discovered that the line was completely blocked; staff took action to prevent

sewage from backing up into the residences along North Pierce Street; and it was determined to remove the rocks and debris by replacing a section of pipe downstream of the original repair; and

WHEREAS, SC Valley was again contacted and available to immediately complete the work on Sunday afternoon and evening, and all contractor work was completed by 10:30 p.m. on Sunday night; and

WHEREAS, all sewer line repair work is now complete, and cost for sewer repair will not exceed \$25,000.00; and

WHEREAS, cost for remediation of damage to the residence at the Property is ongoing, and a budget of \$35,000.00 has been established; and

WHEREAS, wastewater funds for emergency repairs in the current fiscal year 18/19 budget are available; and

WHEREAS, the City Council has been requested by the City Manager as the Director of Emergency Services of the City to proclaim the existence of a local emergency therein; and

WHEREAS, such conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Cajon that the foregoing Recitals are true and correct and, based upon such recitals, it hereby proclaims that a local emergency now exists within the City.

BE IT FURTHER RESOLVED that during the existence of said local emergency, the powers, functions, and duties of the Director of Emergency Services and the Disaster Council of this City shall be those prescribed by state law, ordinances, and resolutions of this City and by the City of El Cajon Emergency Plan.

BE IT FURTHER RESOLVED that wastewater funds in the amount of \$60,000.00 in the current fiscal year 18/19 budget are available and hereby designated for any necessary emergency repairs as determined by the City Manager to address the local emergency.

BE IT FURTHER RESOLVED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of El Cajon.



City Council Agenda Report

Agenda Item 14.

DATE: February 26, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: Delinquent Refuse Collection Charges

RECOMMENDATION:

That the City Council:

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

BACKGROUND:

On January 1, 1996, the City began mandatory trash service for all single-family residences. The City's agreement with its solid-waste hauler, Waste Management, allows Waste Management to bill for regular service with the City assuming responsibility for placing liens on delinquent accounts. This allows the City to use the enforcement power of a property lien, when necessary, to collect past due amounts. Additionally, the lien process is a cost-effective way for the City to ensure payment of delivered services.

Every four months, Waste Management provides the City with a list of properties that are delinquent in payments for refuse and recycling collection services. A customer is considered delinquent when their account is more than 120 days overdue with a minimum balance of \$40. In February, June, and November of each year, the City Council reviews the list of delinquencies and directs staff to record a lien on the delinquent properties. Residents have several opportunities prior to the lien process to reconcile their accounts, including advanced notice of the public hearing. Residents are able to pay their delinquent balance up to the day of the City Council Meeting.

Furthermore, the El Cajon Municipal Code allows for exemption from the mandatory refuse service with sufficient proof of use of a City-approved refuse and recyclables collection alternative. Residents may take their refuse to their private business located within the City limits of El Cajon or they may haul their refuse to the landfill and provide receipts for such service.

On January 16, 2019, 599 customers were sent a Final Notice of Delinquency, asking them to pay a combined total of \$85,056.92. As of February 15, 2019, 183 customers have paid, leaving a balance of 416 delinquent accounts for the City Council to consider totaling \$59,840.64.

FISCAL IMPACT:

As the City collects a 15% franchise fee for Waste Management services, the City's financial share of these delinquencies is approximately \$8,976.10. These funds are deposited into the General Fund.

List of Delinquent Refuse Collection Accounts is available for review in the City Clerk's Office, during regular business hours.

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 APPROVING REPORT AND ACCOUNT OF
DELINQUENT REFUSE COLLECTION SERVICE FEES AND CHARGES;
AND CONFIRMING ASSESSMENTS AS LIENS PURSUANT TO
CHAPTER 8.24 OF THE EL CAJON MUNICIPAL CODE

WHEREAS, pursuant to the provisions of Chapter 8.24 of the El Cajon Municipal Code, a public hearing was held on February 26, 2019, for the purpose of hearing objections or protests to a report and account of delinquent refuse collection service fees and charges; and

WHEREAS, protests and objections of the owners of the properties liable to be assessed for said delinquent charges have been heard and considered by said City Council, and said accounts have been approved as submitted.

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

1. In accordance with the provisions of Title 4, Division 3, Chapter 10, section 38791 and Title 3, Division 2, Chapter 8, section 25831 of the Government Code of the State of California, and section 8.24.090 of Chapter 8.24 of the El Cajon Municipal Code, the report and account of delinquent refuse collection service fees and charges (Exhibit "A") considered at the hearing held on February 26, 2019, on file in the office of the City Clerk, is approved, and the unpaid amounts designated in said report and account shall be a charge to the owners of the properties on the next regular tax bill, and shall be liens upon the properties involved.

2. The sums herein assessed remaining unpaid after thirty (30) days from the date of this resolution shall bear interest at the rate of seven percent (7%) per annum, as set forth in section 8.24.100 of Chapter 8.24 of the El Cajon Municipal Code.

3. The designation of said parcels is shown by Assessor's parcel numbers, and the initial amounts plus interest to be assessed and imposed as liens are designated thereafter on Exhibit "A," on file in the Office of the City Clerk.

4. Said liens shall be of no further force or effect upon the confirmation of the Tax Collector that said assessments have been added to the tax rolls.

5. The City Clerk is hereby directed to record a certified copy of this resolution and Exhibit "A" in the office of the County Recorder of San Diego County.

6. The City Clerk is hereby authorized to discharge and release any such lien when the claim under said lien has been fully satisfied.

7. The decision in your matter is final on this date, and by this notice, you have 90 calendar days from the date of the mailing of this notice to seek judicial

review of this decision pursuant to California Code of Civil Procedure sections 1094.5 and 1094.6, and El Cajon Municipal Code Chapter 1.32.

02/26/19 CC Agenda

Delinquent Refuse Liens (February 2019) 02/01/19



City Council
Agenda Report

DATE: February 26, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: Delinquent Sewer Service Charges

RECOMMENDATION:

That the City Council:

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

BACKGROUND:

In accordance with the requirements of Municipal Code chapter 13.44, a public hearing has been requested for the delinquent sewer service charges.

In March 2012, the City contracted with Global Water Management, Inc. ("Fathom") to bill for sewer services with the City assuming responsibility for placing liens on delinquent accounts. This allows the City to use the enforcement power of a property lien, when necessary, to collect past due accounts. By utilizing a property lien rather than a collection agency or other recoupment procedure, the City is able to ensure the security of the wastewater funding for the operation and maintenance of our wastewater collections system, as well as costs associated with the transportation, treatment, and disposal of our wastewater by the City of San Diego. Additionally, the lien process is a cost effective way for the City to ensure payment of sewer services.

Every four months, Fathom provides the City with a list of properties that are delinquent in payments for sewer services. A customer is considered delinquent when their account is more than 30 days overdue with a minimum balance of \$50 for active accounts and a minimum of \$25 for closed accounts. In February, June, and November of each year, the City Council reviews the list of delinquencies and directs staff to record a lien on the delinquent properties. Residents have several opportunities prior to the lien process to reconcile their accounts, including advanced notice of the public hearing.

On January 15, 2019, 666 customers were sent a Final Notice of Delinquency, requesting that they pay a delinquent combined total amount of \$90,008. As of February 19, 2019, 311 customers have paid, leaving a balance of 355 accounts totaling \$89,894.93 for the City Council to consider. Each customer will also pay a 1.5% interest charge and an administrative fee of \$25 for the City's recording processing cost.

FISCAL IMPACT:

Failure to pay sewer bills impacts the City's ability to meet wastewater collection, treatment, and maintenance costs. There is no impact to the General Fund.

List of Delinquent Sewer Collection Accounts is available for review in the City Clerk's Office, during regular business hours.

Prepared By: Monica Martinez, Sr. Management Analyst

Reviewed By: Dirk Epperson, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. __-19

RESOLUTION APPROVING REPORT AND ACCOUNT OF
SEWER SERVICE CHARGE DELINQUENCIES; AND
CONFIRMING ASSESSMENTS AS LIENS PURSUANT TO
CHAPTER 13.44 OF THE EL CAJON MUNICIPAL CODE

WHEREAS, pursuant to the provisions of Chapter 13.44 of the El Cajon Municipal Code, a public hearing was held on February 26, 2019, for the purpose of hearing objections or protests to a report and account of delinquent sewer service charges; and

WHEREAS, protests and objections of the owners of the property liable to be assessed for said delinquent charges have been heard and considered by said City Council, and said account has been approved as submitted.

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

1. In accordance with the provisions of section 13.44.100 of Chapter 13.44 of the El Cajon Municipal Code, the report and account of delinquent sewer service charges (Exhibit "A") considered at the hearing held on February 26, 2019, on file in the office of the City Clerk, is approved, and the unpaid amounts designated in said report and account shall be a charge to the owners of the property on the next regular tax bill, and shall be a lien upon the property involved.

2. The sums herein assessed remaining unpaid after thirty (30) days from the date of this resolution shall bear interest as set forth in section 13.44.110 of Chapter 13.44 of the El Cajon Municipal Code.

3. The designation of said parcels is shown by Assessor's parcel numbers, and the initial amount plus interest to be assessed and imposed as a lien is designated thereafter on Exhibit "A" on file in the Office of the City Clerk.

4. Said liens shall be of no further force or effect upon the confirmation of the Tax Collector that said assessments have been added to the tax rolls.

5. The City Clerk is hereby directed to record a certified copy of this resolution and Exhibit "A" in the office of the County Recorder of San Diego County.

6. The City Clerk is hereby authorized to discharge and release any such lien when the claim under said lien has been fully satisfied.

7. The decision in your matter is final on this date, and by this notice, you have 90 calendar days from the date of the mailing of this notice to seek judicial review of this decision pursuant to California Code of Civil Procedure sections 1094.5 and 1094.6, and El Cajon Municipal Code Chapter 1.32.



City Council
Agenda Report

DATE: February 26, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Anthony Shute, Director of Community Development
SUBJECT: Consideration to Exempt Municipal Projects from the Zoning Code and Entitlement Process.

RECOMMENDATION:

That the City Council:

1. Directs the Planning Commission to hold a public hearing at its March 19, 2019 meeting and process an amendment exempting municipal projects and uses from the El Cajon Municipal Code; and
2. Directs the City Clerk to publish a notice of public hearing for the March 26, 2019 meeting where the City Council will decide on the Planning Commission's recommendation.

BACKGROUND:

When it comes to local land use regulation, state law recognizes that certain governmental entities are exempt. For example, activities of the federal government are immune from local zoning restrictions under the supremacy clause of the United States Constitution. Also, in cases involving activities of the state its authorized agents, or its political subdivisions, the state legislature has provided by statutory enactment that an activity is not subject to local zoning restrictions. When the State is conducting a governmental activity, it is immune from local building and zoning regulations, unless the state consents to regulation. Moreover, school districts and other local agencies (water districts, transit, etc.) may exempt themselves from local land use regulations, provided that they make certain findings (Gov. Code section 53091 *et seq.*).

The California Constitution gives cities the ability to make and enforce within their limits all local, police, sanitary, and other ordinances and regulations necessary to ensure the public health, safety and general welfare. This includes the power to adopt zoning regulations that gives the City the discretion to control buildings, signs, use of land, parking, etc. Because the City has the ability to adopt such laws, it is also able to exempt itself from such laws, if it chooses to do so. Many cities across the state and the nation have adopted this municipal code exemption.

City projects that would be subject to the El Cajon Zoning Code are rare. Common use and development efforts would likely be parks, facilities at parks (soccer fields), community centers, public safety facilities, etc. Some advantages of having such an exemption from the local zoning laws is to avoid any unnecessary delays in the development of a public use/project, unnecessary waste of municipal resources and unnecessary increases in the costs to taxpayers.

The staff recommends that the City Council consider this opportunity and direct the Planning Commission to hold a public hearing and formally process an amendment exempting municipal projects from the zoning code regulations and processes.

Prepared By: Anthony Shute, Director of Community Development

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: February 26, 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:

- February 9, 2019 - Retirement Event for CEO Mike Murphy, Sharp Healthcare
- February 12, 2019 - Meeting w/ Professional Firefighters Association
- February 12, 2019 - Meeting w/ SDG&E Public Affairs Manager
- February 15, 2019 - Father Joe's Village El Cajon Thrift Store and Donation Center Grand Re-Opening
- February 18, 2019 - Meeting w/ an Eagle Scout to present Commendation
- February 26, 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 18.

DATE: February 26, 2019
TO: Honorable Mayor and City Councilmembers
FROM:
SUBJECT: Legislative Report

RECOMMENDATION:

Attachments

Legislative Report 02-26-19



LEGISLATIVE REPORT

BILL NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS/ LAST ACTION DATE
SB 50	Weiner	Proposes certain changes to the current density bonus law. Introduces the concept of an “equitable communities incentive” for projects proposed in a “job-rich environment” or “transit-rich environment.”	2/12/19		Senate	1/24/19 – Referred to Coms. on HOUSING and GOV. & F.



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



City Council
Agenda Report

DATE: February 26, 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:

February 13, 2019 - Meeting w/ Frank Giordano
February 26, 2019 - City Council Meeting(s)

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

Submitted By: Gary Kendrick, Councilmember



City Council
Agenda Report

DATE: February 26, 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:

- February 14, 2019 - MTS Board Meeting
- February 23, 2019 - McCarthy Transfer & Storage 100th Anniversary
- February 26, 2019 - City Council Meeting(s)

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

Submitted By: Bob McClellan, Councilmember



City Council
Agenda Report

DATE: February 26, 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:

Nothing to report.

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

Submitted By: Ben Kalasho, Councilmember



City Council
Agenda Report

Agenda Item 22.

DATE: February 26, 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:

- February 9, 2019 - Meeting w/ Anna Marie, East County Homeless Task Force
- February 19, 2019 - McCarthy Transfer & Storage 100th Anniversary
- February 19, 2019 - CVUSD Safety Event at Greenfield Middle School
- February 21, 2019 - Meeting w/ SDG&E Public Affairs Representative
- February 21, 2019 - Attend "Best of East County" Awards Event
- February 23, 2019 - Attend Chamber's Awards Dinner

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

Submitted By: Steve Goble, Deputy Mayor



City Council
Agenda Report

DATE: February 26, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Jeff Davis, Chief of Police
SUBJECT: El Cajon Animal Shelter Donations for January 2019

RECOMMENDATION:

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

Jerry Held	\$10,000.00
Steve and Tamra Bailey	\$200.00
Anonymous	\$196.06
Total	\$10,396.06

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

Attachments

January 2019 Donations

CITY OF EL CAJON



POLICE DEPARTMENT

MEMORANDUM

DATE: SATURDAY FEBRUARY 2, 2019 D

TO: CHIEF JEFF DAVIS
POLICE ADMINISTRATION DIVISION

FROM: SUPPORT CAPTAIN MICHAEL MOULTON MM
2/5/19
POLICE ADMINISTRATION DIVISION

SUBJECT: JANUARY 2019 DONATIONS TO THE EL CAJON ANIMAL SHELTER

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

1/05/19 Jerry Held
 [REDACTED]
 \$10,000.00 (Ten thousand dollars)

1/05/19 Steve & Tamra Bailey
 [REDACTED]
 \$200.00 (Two hundred dollars)

1/05/19 (Person Wishes To Remain Anonymous)
 \$196.06 (One hundred ninety six dollars and six cents)