



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

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda

APRIL 9, 2019, 3:00 p.m.

Bill Wells, Mayor
Steve Goble, Deputy Mayor
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 March 26, 2019, Meeting and the Agenda of the April 9, 2019, Meeting in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

AGENDA CHANGES:

CONSENT ITEMS:

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

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 March 26, 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. Award of Bid No. 028-19 – Traffic Sign Printing System

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to award the bid to the lowest responsive, responsible bidder, Nusign Supply Texas, in the amount of \$32,020.35.

5. Support of the 2019 Miss El Cajon Scholarship Program

RECOMMENDATION:

That the City Council designate \$1,500 from the City Council Contingency Budget for the Miss El Cajon Scholarship Program.

6. Purchase of Microsoft Licenses and Software Assurance Enterprise Agreement

RECOMMENDATION:

That the City Council adopts the next Resolution in order, to authorize the City Manager or designee, in accordance with Municipal Code 3.20.010(C)(5), to execute a purchase agreement with SoftwareOne for the following:

1. Purchase new software licensing for database servers and user access totaling \$35,940.60; and
2. Enter into a new Microsoft License and Software Assurance Enterprise Agreement estimated at \$260,000 over a three-year term.

7. 2018 State Homeland Security Grant Program Funding

RECOMMENDATION:

That the City Council adopts the next Resolution in order, to authorize the City Manager or designee to accept and appropriate the FY 2018 State Homeland Security Grant funds in the amount of \$77,573, and to execute any grant documents and agreements necessary for the receipt and use of these funds.

8. Replacement of Fletcher Hills Pool Commercial Boiler

RECOMMENDATION:

That the City Council:

1. Authorizes the proposed capital expenditure detailed in this report; and
2. Increase appropriations from fund balance in the Recreation Department Special Programs Fund not to exceed \$24,000.

9. Sewage Transportation Agreement between the City of San Diego and the City of El Cajon.

RECOMMENDATION:

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

1. Approve the Sewage Transportation Agreement;
2. Appropriate \$4,514,000 from Wastewater Funds set aside to satisfy El Cajon's responsibility per Agreement;
3. Authorize reimbursement of \$3,622,572 to the City of San Diego for past Capital Improvement Program projects;
4. Authorize reimbursement of \$891,428 to the City of San Diego to cover amount due for Operations and Maintenance costs for the East Mission Gorge Pump Station; and
5. Authorize the Mayor to sign the Agreement.

PUBLIC COMMENT:

At this time, any person may address a matter within the jurisdiction of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency that is not on the Agenda. Comments relating to items on today's docket are to be taken at the time the item is heard. State law prohibits discussion or action on items not on the Agenda; however, Council, Authority and Agency Members may briefly respond to statements or questions. An item may be placed on a future Agenda.

WRITTEN COMMUNICATIONS:

PUBLIC HEARINGS:

ADMINISTRATIVE REPORTS:

- 10. City Council Vacancy

RECOMMENDATION:

That the City Council accepts applications through April 17, 2019, 5:00 p.m., to fill a vacant City Council position, and appoints an individual at the April 23, 2019 meeting.

- 11. Consider Directing Staff to Retain Consultant Services to Examine Development Impact Fees.

RECOMMENDATION:

That the City Council directs staff to retain the services of a qualified consultant to analyze the possible initiation of development impact fees.

COMMISSION REPORTS:

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:

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

- 12. Council Activity Report

- 13. Legislative Report

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

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

JOINT COUNCILMEMBER REPORTS:

GENERAL INFORMATION ITEMS FOR DISCUSSION:

ORDINANCES: FIRST READING

ORDINANCES: SECOND READING AND ADOPTION

17. Ordinance Amending Specific Plan No. 182

RECOMMENDATION:

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

An Ordinance Amending Specific Plan No. 182 to allow for free standing signs up to 20 feet high on qualifying development sites

CLOSED SESSIONS:

ADJOURNMENT: The Regular Joint Meeting of the El Cajon City Council/ El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 9th day of April 2019, is adjourned to Tuesday, April 23th, 2019, at 3:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: April 9, 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 March 26, 2019, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

03-26-19 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

March 26, 2019

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/ Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, March 26, 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.

ROLCAL

Council/Agencymembers present: Kendrick and McClellan
Council/Agencymembers absent: Kalasho
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 **Miss Teen El Cajon, Katie Crawley,** and **Miss El Cajon, Alexandria De Mars,** to lead the **PLEDGE OF ALLEGIANCE TO THE FLAG** and **MOMENT OF SILENCE.** (The Courts have concluded that sectarian prayer as part of City Council Meetings is not permitted under the Constitution).

POSTINGS: The City Clerk posted Orders of Adjournment of the March 12, 2019, meeting and the Agenda of the March 26, 2019, meeting in accordance with State Law and El Cajon City/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

PRESENTATIONS:

- **April Pool's Day**

AGENDA CHANGES: None

CONSENT ITEMS: (1 – 8)

MOTION BY WELLS, SECOND BY McCLELLAN, to APPROVE Consent Items 1 to 8.

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

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

Approves Minutes of the March 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. City of El Cajon Public Works Parks Division Donation

In accordance with City Council policy, staff informs the City Council about receiving the following donation for the Public Works Department Parks Division: El Cajon Lions Club - \$3,000 for the purchase of a park bench and plaque.

CONSENT ITEMS: (Continued)

5. Travel Expenses for the League of California Cities Planning Commissioners Academy – Ortiz

Reviews and approves the attached claims for advance/reimbursement of travel expense form for Planning Commissioner Phil Ortiz submitted in accordance with City Council Policy G-1.

6. Acceptance of the Cajon Valley Union School District-Safe Routes to School-Active Transportation Project, PW3544-ATPLNI 5211(034)

Accepts the Cajon Valley Union School District-Safe Routes to School-Active Transportation Project, PW3544-ATPLNI 5211(034), and authorizes the City Clerk to record a Notice of Completion.

7. Community Event in the Right-of-Way – Chaldean New Year

Reviews and approves the submitted road closures and traffic control plan for the Chaldean New Year Community Event.

8. 2018 General Plan Annual Report

Accepts the annual progress report required by the State of California; and Directs staff to forward the report to the Governor's Office of Planning and Research (OPR), the State Department of Housing and Community Development (HCD) and the San Diego Association of Governments (SANDAG).

PUBLIC COMMENT:

Kelli Studebaker, representing the Miss El Cajon Pageant, spoke about the program, and at the request of **Mayor Wells** advised of the orientation on April 13th at Parkway Plaza, and the 56th Annual Pageant at the El Cajon Marriott on June 15th.

Ruth Thornton stated that in her opinion, the City does not offer sufficient programs to help the homeless population.

Jim Cirigliano spoke about his dissatisfaction of the Town Hall meeting and provided suggestions. He shared his point of view regarding the homeless community. He stated, he will contact City Manager Mitchell in reference to the rent mediation process for Villa Novia Mobile Home Park.

PUBLIC COMMENT: (Continued)

Stephanie Harper expressed dissatisfaction regarding the name change of the East County Performance Arts Center (ECPAC) to Magnolia Performing Arts Center without public input. She inquired on the status of her request for a time change to the Council meetings and shared her concern regarding parking at the new Hampton Inn.

In response to Ms. Harper's concern in reference to a name change to ECPAC, **City Manager Mitchell** advised that if Council desired, it can be placed on the Agenda for discussion. He also invited Ms. Harper to review the plans for the new hotel.

PUBLIC HEARINGS:

9. Municipal Code Exemption - Amendment to Zoning Code No. 438

RECOMMENDATION:

That the City Council:

1. Opens the public hearing and receives testimony;
2. Closes the public hearing; and
3. Moves to INTRODUCE the next ORDINANCE, in order, APPROVING the amendment to the Zoning Code (Title 17) that adds a new section exempting City projects from zoning regulations, processing, and any applicable specific plan.

DISCUSSION

Director of Community Development, Anthony Shute, provided a summary of the Item.

Mayor Wells opened the public hearing.

No speakers came forward to speak.

Discussion ensued among **Council** and **Staff** concerning the monetary trigger for City Council approval and discretion on City projects.

Darrin Mroz expressed concern of not notifying the public of certain projects. He stated the City would be playing from two sets of rules with no oversight, and that he opposes the proposed amendment.

Paul Circo spoke in opposition of the Item. He stated that the proposal would erase the zoning ordinances.

PUBLIC HEARINGS: (Item 9 - Continued)

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

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

Conversation continued among **Council** and **Staff** regarding:

- Planning Commission being omitted from decision making; and
- Value of transparency.

MOTION BY McCLELLAN, SECOND BY GOBLE, to DENY the Amendment to Zoning Code (Title 17), exempting City projects from zoning regulations, processing, and any applicable specific plan.

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

10. Amendment of Specific Plan No. 182 – Freestanding Signs.

RECOMMENDATION:

That the City Council:

1. Opens the public hearing and receives testimony;
2. Closes the public hearing; and
3. Moves to **INTRODUCE** the next **ORDINANCE** in order **APPROVING** the amendment to Specific Plan No. 182.

DISCUSSION

Director of Community Development, Anthony Shute, provided a summary of the Item.

Mayor Wells opened the public hearing.

No speakers came forward to speak.

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

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

PUBLIC HEARINGS: (Item 10 – Continued)

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

- New signs would be sensible and safe; and
- Lights would project internally and from ground level, so lighting at night would pose no issue.

MOTION BY KENDRICKS, SECOND BY McCLELLAN, to MOVE to introduce the Ordinance, and directs the City Clerk to read the title of the Ordinance.

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

The **City Clerk** recited the title of the Ordinance.

AN ORDINANCE AMENDING SPECIFIC PLAN NO. 182
TO ALLOW FOR FREE STANDING SIGNS UP TO
20 FEET HIGH ON QUALIFYING DEVELOPMENT SITES

ADMINISTRATIVE REPORTS:

11. Fiscal Year 2018-19 Mid-Year Report and Five-Year Business Plan Update

RECOMMENDATION:

That the City Council:

1. Receives and accepts the Fiscal Year 2018-19 Mid-Year Report and Five-Year Business Plan update;
2. Increases or modifies Fiscal Year 2018-19 appropriations in the net amount of \$245,000 for additional needs as detailed in this report; and
3. Authorizes the proposed capital expenditures detailed in this report.

DISCUSSION

Director of Finance, Clay Schoen, provided detailed information of the Item.

Stephanie Harper expressed concerns for expenses related to City vehicles and offered suggestions to save money. She spoke in opposition of executive staffs receiving raises.

In response to Ms. Harper's concern referencing expenditures related to City vehicles, **City Manager Mitchell**, clarified that those are expenses related to a million dollar Fire Department engine truck, which is in dire need of repairs.

ADMINISTRATIVE REPORTS: (Continued)

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

- Maintaining the Reserve Funds at 20%;
- CalPERS forecast to crest at the 10 year point; and
- City considering monetizing assets not previously considered.

MOTION BY WELLS, SECOND BY McCLELLAN, to RECEIVE and ACCEPT the Fiscal Year 2018-19 Mid-Year Report and Five-Year Business Plan update; INCREASE or MODIFY Fiscal Year 2018-19 appropriations in the net amount of \$245,000; and AUTHORIZE the proposed capital expenditures detailed in the report.

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

COMMISSION REPORTS: None

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:

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

12. Council Activities Report/Comments

Report as stated.

13. Legislative Update

Report: Bill Wells, Mayor

Mayor Wells provided information on AB 377 (Garcia), which authorizes microenterprise home kitchen operations.

The City will continue to monitor and provide updates in the future.

Mayor Wells provided information on SB 5 (Bell and McGuire) – Affordable Housing and Community Development Investment Program.

The City will continue to monitor and provide updates in the future.

ACTIVITIES REPORTS OF COUNCILMEMBERS:

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

Council Activities Report/Comments.

Report as stated.

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

Council Activities Report/Comments.

Report as stated.

16. COUNCILMEMBER BEN KALASHO

Council Activities Report/Comments.

Report as stated.

17. 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.

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JOINT COUNCILMEMBER REPORTS:

18. Proposal for Rotational Night Shelters

That the City Council directs City staff to coordinate meetings among or with various stakeholders and return with a recommendation regarding rotational night shelters on or before the July 9, 2019 scheduled City Council meeting.

DISCUSSION

Deputy Mayor Goble provided detailed information of the Item.

Anna Marie Piconi Snyder representing the East County Homeless Task Force, introduced stakeholders, collaborators, and supporters from various shelter and housing organizations. Ms. Snyder spoke of creating a successful homeless program to partner with the City.

Mayor Wells expressed concern for those involved, who may get overwhelmed due to the dealings with patients issues. **Mayor Wells** discussed situations that could disqualify a person from the program.

In response to **Mayor Wells'** concerns, Ms. Snyder advised that each case needs to be addressed individually. She indicated those concerns will be considered and will be build into the program design.

Lindsey Dominguez representing the Urban Street Angels, spoke in support of Ms. Snyder and in support for the proposed Item.

MOTION BY GOBLE, SECOND BY WELLS, to DIRECT staff to coordinate discussions between the stakeholders, and provide a recommendation by July 9, 2019.

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

GENERAL INFORMATION ITEMS FOR DISCUSSION:

19. El Cajon Animal Shelter Donations for February 2019

RECOMMENDATION:

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

Clara Matloub - \$110

ORDINANCES: FIRST READING – None

ORDINANCES: SECOND READING AND ADOPTION - None

CLOSED SESSIONS:

20. 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 vs. City of El Cajon
San Diego Superior Court Case No. 37-2019-00005450-CU-WM-CTL

21. Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9: Mike Murphy and Joshua Pittsley, et al. vs. City of El Cajon, et al.
United States District Court, Southern District of California Case No. 18-CV-0698-JM-NLS

MOTION BY WELLS, SECOND BY McCLELLAN to ADJOURN to Closed Session at 4:36 P.M.

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

RECONVENE TO OPEN SESSION AT 5:14 P.M.

City Attorney Morgan Foley reported the following actions:

- Item #20. City Council gave direction to its Legal Counsel.
- Item #21. City Council gave direction to its Legal Counsel.

Adjournment: Mayor Wells adjourned the Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 26th day of March, 2019, at 5:15 p.m., to Tuesday, April 9, 2019, at 3:00 p.m.

Angela Cortez
City Clerk/Secretary



City Council
Agenda Report

Agenda Item 4.

DATE: April 9, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Nahid Razi, Purchasing Agent
SUBJECT: Award of Bid No. 028-19 – Traffic Sign Printing System

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to award the bid to the lowest responsive, responsible bidder, Nusign Supply Texas, in the amount of \$32,020.35.

BACKGROUND:

On June 26, 2018, the City Council approved the purchase of a traffic sign printing system as part of the Fiscal Year 2018-2019 budget. This purchase will enable the Public Works Department to produce high-quality traffic signs in-house rather than contracting out these services. Three responses were received and opened at 2:00 p.m. on February 19, 2019.

Staff recommends award of the bid to the lowest responsive, responsible bidder, Nusign Supply Texas, in the amount of \$32,020.35, for the purchase of a traffic sign printing system. The summary of bids is attached and complete proposals are on file in the Purchasing Division.

FISCAL IMPACT:

The fiscal impact of this purchase is \$32,020.35. Sufficient funds are available for this project in Public Works Street Operations (211320).

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

Attachments

Bid Summary
Resolution



City of El Cajon Purchasing Division
Bid Summary

Bid No. 028-19 – Traffic Sign Printing System

Line Item	Qty	Nusign Supply Texas (Houston, TX)	Grimco, Inc. (Fenton, MO)	ARC (San Diego, CA)
Latex Printer	1	\$14,995.00	\$15,170.13	\$14,995.00
Software	1	\$2,000.00	\$3,195.00	\$3,883.00
Vinyl Cutter/Plotter	1	\$5,795.00	\$5,360.07	\$5,270.00
Top Heat Laminator	1	\$5,495.00	\$5,175.00	\$4,935.00
Installation	1	\$295.00	\$711.23	\$1,845.00
Training	1	\$1,000.00	\$0.00	\$585.00
Subtotal		\$29,580.00	\$29,611.43	\$31,513.00
Est. Sales Tax		\$2,440.35	\$2,442.94	\$2,599.82
Total		\$32,020.35*	\$32,054.37	\$34,112.82

* RECOMMEND AWARD

RESOLUTION NO. __-19

RESOLUTION AWARDING BID FOR THE
PURCHASE OF TRAFFIC SIGN PRINTING SYSTEM
(Bid No. 028-19)

WHEREAS, on June 26, 2018, the City Council approved the purchase of a traffic sign printing system as part of the Fiscal Year 2018-2019 budget to enable the Public Works Department to produce high-quality traffic signs in-house rather than contracting out these services; and

WHEREAS, three (3) responses were received and opened at 2:00 p.m. on February 19, 2019; and

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

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

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby approves the purchase of a traffic sign printing system, and awards the bid to the lowest responsive, responsible bidder as follows:

Nusign Supply Texas

in the total amount of \$32,020.35.

3. The City Council hereby authorizes the City's Purchasing Agent to execute an agreement on behalf of the City of El Cajon, with such changes or amendments as maybe approved by the City Manager.



**City Council
Agenda Report**

DATE: April 9, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Support of the 2019 Miss El Cajon Scholarship Program

RECOMMENDATION:

That the City Council designate \$1,500 from the City Council Contingency Budget for the Miss El Cajon Scholarship Program.

BACKGROUND:

The Miss El Cajon Scholarship Program is celebrating its 55th anniversary in 2019. The program helps young women identify their potential, build self-esteem, develop leadership skills, and foster community involvement.

The City has supported the Miss El Cajon Scholarship Program for many years. Prior to its closure, the City provided its performance arts center as "in-kind" support for the Miss El Cajon Scholarship Program. Since its closure, the City has contributed financially to the program.

Last fiscal year, the City donated \$1,500 to the Miss El Cajon program. This fiscal year, the Miss El Cajon Scholarship Program again requests financial support. These funds will assist Miss El Cajon in providing scholarships and betterment workshops to participants.

FISCAL IMPACT:

The requested \$1,500 is available in the City Council Contingency Budget (Activity #104000) for contribution to the Miss El Cajon Scholarship Program.

Prepared By: Teresa Bussey, Executive Assistant

Reviewed By: Graham Mitchell, City Manager

Approved By: Graham Mitchell, City Manager

Attachments

Request from Miss El Cajon Scholarship Program

Teresa Bussey

From: Kelli Studebaker <kelli@misselcajonpageants.com>
Sent: Friday, March 29, 2019 9:15 AM
To: City Manager
Cc: mayor@cityofelcajon.us
Subject: Miss El Cajon Pageant Scholarship

Good Morning Graham-

I am Kelli Studebaker, Director of the Miss El Cajon Pageants. I very much enjoyed your talk at the SDECC's Government Day for Leadership 2019 some weeks ago. It was such a busy session I did not get to speak with you about our organization. Our lunch table was fully engrossed with discussion of trade unions and it seemed poor timing to switch to pageants.

Last year was my first with the pageant and the pageant's 55th year. As I mentioned during the last City Council Meeting, our organization promotes leadership, confidence and poise. The young women that participate with us see personal development and growth all while volunteering for the greater good. We want them to have a greater understanding of their community. We want to answer questions like: How do non-profits function? Who benefits from their programs? What is the role of government as it relates to social problems? What role does our local economy play?

We don't seek "donations" to our organization, but we seek partners. We want to bring awareness to our "co-marketing" sponsors. Our partners know the value of community building, but it is easier to join in when their sponsorship is win-win.

For example, Macy's El Cajon, was a title sponsor for 2018. We promoted the store with fashion shows, and quarterly in-store sales events that we promoted. In doing so, we helped the Women's Wear Manager make 115% of his sales plan for the year. He was ecstatic. Some of our young ladies are very interested in fashion and this gave them an idea of what it takes to increase awareness of a brand and sales. They were able to do some of the fun stuff (runway model and fashion shoots) while learning about the business end.

This Memorial weekend, we will be shooting live commercials with El Cajon Ford. This promotes the company's commitment to community and will help advertise our upcoming pageant.

We want to help local non-profits and community events by participating and offering our labor to make a

difference. Ribbon cuttings are fine, but we want more than photo ops. We have already committed to El Cajon Elks Lodge 1812 to wrap the 2,500 gifts they collect for distribution to needy families in December. We will also be on hand to setup for Noah Homes summer fundraiser for a fourth year. Together we can make a better East County!

We are holding our first orientation for our 2019 pageant on April 13th with our co-marketing partner Parkway Plaza. In an effort to help promote the mall, we suggested that they create a “Parkway Plaza Ambassador”. One contestant will win this designation and receive monthly gift cards and movie passes and will record their shopping experience and share it on social media.

We feel that the future of our pageant and the continued participation of young women in community service is better assured when we partner with East County businesses.

Being the ambassadors for East County, and El Cajon specifically, is a great honor. We would like to find ways in which we can be more visible during City events. I am currently working with the Dinner & A Concert chair and will be reaching out to the America on Main Street group as well to find ways to better utilize our titleholders.

Perhaps we can bring increased awareness to all that El Cajon has to offer in 2019!

This year we will be holding the pageant on June 15th at the El Cajon Courtyard Marriott. Last year El Cajon Ford paid for the venue. We are currently seeking a title sponsor for the evening. The Marriott has been quite generous in their pricing (\$5k for the rehearsal and event) and they saw value in our bringing potential new clients and awareness to their business.

This year’s judge’s panel includes:

Paul Dyke: President, El Cajon Motors

Mary Jean Anderson: President, Anderson Plumbing Hearing & Air

Cindie Wolfe: Owner, Own the Moment Photography

Monica Zech: Information Officer, City of El Cajon

Leona Koxha: 2017 Miss Collegiate America, SDSU Alum, Miss San Diego Cities Teen USA 2014

Dani Walke: Owner, Pageant Access, Miss Montana USA 2018, Miss San Diego Cities 2015

I understand that in the past the City of El Cajon has set aside funds to assist the pageant. This year we are giving \$6,000 in scholarships to our 2018 court. We would appreciate if the City would give these scholarship funds to our wonderful young ladies. Checks could be cut directly to the girls. During our farewell ceremony, the City will be thanked publicly as we present each scholarship. If this is possible, perhaps someone from the City would like to present the checks on stage.

I would be happy to discuss our 2019 plans and the particulars for the scholarships. We crown Miss and Teen El Cajon and 1st and 2nd runners up Miss and Teen Rancho San Diego and Miss and Teen Jamul. Currently our 3 Miss titleholders are attending college, 2 of our senior teens have been accepted to college and our last teen, a sophomore, attends OLP. They all have a great need for scholarships and have all earned this during twelve months of volunteering.

I apologize for the length of this email. I want to give you an idea of what our organization promotes and our desire to give back to our community.

Thank you for your time and consideration.

Kelli

Kelli Studebaker
Director
Miss El Cajon Pageants



City Council
Agenda Report

DATE: April 9, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Sara Diaz, Director of Information Technology
SUBJECT: Purchase of Microsoft Licenses and Software Assurance Enterprise Agreement

RECOMMENDATION:

That the City Council adopts the next Resolution in order, to authorize the City Manager or designee, in accordance with Municipal Code 3.20.010(C)(5), to execute a purchase agreement with SoftwareOne for the following:

1. Purchase new software licensing for database servers and user access totaling \$35,940.60; and
2. Enter into a new Microsoft License and Software Assurance Enterprise Agreement estimated at \$260,000 over a three-year term.

BACKGROUND:

Microsoft software is used in every aspect of the City of El Cajon's computer environment, from server operating systems to end user software such as MS Office. Enterprise Agreements spread licensing costs over a three-year period and enable agencies to upgrade to the latest software as needed. The City initially entered into a multi-year Enterprise Agreement (EA) in May 2010 and renewed the agreement in 2013 and 2016.

As part of the enterprise agreement, El Cajon is required to place a "True Up" order each year for any new software installed over the previous twelve months. During that time period, the City saw an increase in the number of staff using mapping software, which requires a specific Microsoft license. Additionally, two new databases (proximity access and the finance system upgrade) came on line requiring additional licensing. The "True Up" order includes these line items and totals \$35,940.60.

Additionally, the IT Department is looking to renew the current EA, expiring May 31, 2019 for another 3-year term. The purchase agreement with Software One for the renewal of Microsoft License and Software Assurance Enterprise Agreement for a three-year term is in accordance with the Microsoft Volume Licensing State and Local Enterprise Enrollment, under the Riverside County Enterprise Master Agreement No. 01E73970, which expires in November 2019. Municipal Code 3.20.010(C)(3) authorizes the City to acquire supplies in cooperation with another governmental agency. By proceeding with the agreement now, the City is able to lock in pricing at the current contract rate for the next three years.

The Director of Information Technology recommends this purchase to be made from

SoftwareOne, in accordance with the Riverside County Enterprise Master Agreement, as being in the best interest of the City.

FISCAL IMPACT:

The "True Up" order is a one time cost to purchase additional database licenses and totals \$35,940.60. The Microsoft License and Software Assurance Enterprise Agreement is approximately \$86,517.57 per year, which comes to an estimated \$260,000 over a three-year period. Sufficient funds are planned in the IT Services - Citywide budget (Activity #615110) for Fiscal Year 2018-2019. Future year's costs will be budgeted as appropriate.

Prepared By: Sara Diaz, Director of Information Technology

Reviewed By: Clay Schoen, Director of Finance

Approved By: Graham Mitchell, City Manager

Attachments

Reso Approve Purchase of Microsoft

RESOLUTION NO. ____-19

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL CAJON APPROVING
THE PURCHASE OF MICROSOFT LICENSES
AND AUTHORIZING THE EXECUTION OF A
SOFTWARE ASSURANCE ENTERPRISE AGREEMENT

WHEREAS, in May of 2010, the City of El Cajon (the "City") initially entered into a multi-year Microsoft License and Software Assurance Enterprise Agreement (the "EA"), and renewed the EA in 2013 and 2016, each including annual "True Up" order costs for the prior 12-month period; and

WHEREAS, the annual cost of the EA is approximately \$86,517.57 per year, for an estimated total cost of \$260,000.00 for a three-year period; and

WHEREAS, during the past twelve (12) months the City has experienced an increase in the number of staff using mapping software, which requires a specific Microsoft license; and in addition, two new databases (proximity access and the finance system upgrade) came on line, requiring additional licensing; and

WHEREAS, the current "True Up" order is a one-time cost necessary to purchase additional database licenses, and totals \$35,940.60 including the additional mapping software licenses and two new databases; and

WHEREAS, the Information Technologies Department has recommended renewal of the current EA, which is scheduled to expire on May 31, 2019, for another three-year term through the use of the Microsoft Volume Licensing State and Local Enterprise Enrollment, under the Riverside County Enterprise Master Agreement No. 01E73970 (the "Riverside County Master Agreement"), which expires in November 2019, and

WHEREAS, El Cajon Municipal Code ("ECMC") section 3.20.010(C)(3) authorizes the City to acquire supplies in cooperation with another governmental agency, and by proceeding with the renewal of the EA at this time, the City will be able to lock in pricing at the current contract rate for the next three years; and

WHEREAS, the Purchasing Division, in concurrence with the Director of Information Technology, recommends this purchase to be made from SoftwareOne, in accordance with the Riverside County Master Agreement and ECMC section 3.20.010(C)(3); and

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

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

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

2. The City Council hereby approves the one-time True-Up order for the purchase of additional database licenses at a total cost of \$35,940.60, and further approves entering into the Microsoft License and Software Assurance Enterprise Agreement, at an approximate annual cost of \$86,517.57, for a total not-to-exceed amount of \$260,000.00 for a three-year period.

3. The City Council hereby authorizes the City's Purchasing Agent to execute the necessary agreements on behalf of the City of El Cajon, with such changes or amendments as maybe approved by the City Manager.

04/09/19 CC Agenda

Reso Approve Purchase of Microsoft Licenses & Software Assurance Enterprises Agmt 040219



City Council
Agenda Report

DATE: April 9, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Steve Swaney, Fire Chief
SUBJECT: 2018 State Homeland Security Grant Program Funding

RECOMMENDATION:

That the City Council adopts the next Resolution in order, to authorize the City Manager or designee to accept and appropriate the FY 2018 State Homeland Security Grant funds in the amount of \$77,573, and to execute any grant documents and agreements necessary for the receipt and use of these funds.

BACKGROUND:

Since the terrorist attacks of September 11, 2001, there has been a heightened concern over the potential for an act of terrorism to occur again within the borders of the United States. The Federal Government, through the Department of Homeland Security, has provided communities throughout the Country with hundreds of millions of dollars for the fight against terrorism.

The FY 2018 State Homeland Security grant funding will be utilized by both the Police and Fire Departments. The Police Department will receive \$18,338 in funding to purchase a respirator fit testing system and impact protection safety and security window film. The Fire Department will receive \$59,235 to purchase mobile data computers.

FISCAL IMPACT:

This grant will provide \$77,573 to the Special Revenue Fund and will not impact the General Fund. No matching funds are required for this grant. These funds will be used by the Police and Fire Departments for the projects listed above or as modified in the grant workbook and approved by the granting agency.

Prepared By: Barbara Watkins, Management Analyst

Reviewed By: Steve Swaney, Fire Chief

Approved By: Graham Mitchell, City Manager

Attachments

Resolution FY 2018 SHSGP Grant Funds

RESOLUTION NO. __-19

RESOLUTION OF THE CITY OF EL CAJON
AUTHORIZING THE ACCEPTANCE OF THE
FY 2018 STATE HOMELAND SECURITY GRANT PROGRAM
(SHSGP) GRANT OF \$77,573 FOR TERRORISM PREPAREDNESS

WHEREAS, since the terrorist attacks of September 11, 2001, there has been a heightened concern over the potential for an act of terrorism to occur again within the borders of the United States, and the federal government, through the Department of Homeland Security (the "Department"), has provided communities throughout the Country with hundreds of millions of dollars for the fight against terrorism; and

WHEREAS, the Department's FY 2018 State Homeland Security Grant Program ("SHSGP") will provide a total of \$77,573 in funds, which will be utilized by both the Police and Fire Departments as follows: 1) the Police Department will receive \$18,338 to purchase a respirator fit testing system and impact protection safety and security window film; and 2) the Fire Department will receive \$59,235 to purchase mobile data computers.

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

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

Section 2. The City Council hereby authorizes the acceptance and appropriation of the SHSGP funds from the Department in the amount of \$77,573.

Section 3. The City Council hereby further authorizes the City Manager, or such person designated by the City Manager, to execute any grant documents and agreements necessary for the receipt and use of these funds on behalf of the City of El Cajon, with such changes as may be approved by the City Manager, or such person designated by the City Manager, and to take all actions and to execute all documents necessary or appropriate to carry out the terms of the SHSGP grant.



**City Council
Agenda Report**

DATE: April 9, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Frank Carson, Director of Recreation
SUBJECT: Replacement of Fletcher Hills Pool Commercial Boiler

RECOMMENDATION:
That the City Council:

1. Authorizes the proposed capital expenditure detailed in this report; and
2. Increase appropriations from fund balance in the Recreation Department Special Programs Fund not to exceed \$24,000.

BACKGROUND:

The commercial boiler at Fletcher Hills Pool was originally installed in June 2016, which was a part of the Fletcher Hills Pool renovation project. City staff completed an annual inspection of the pool in March 2019 prior to the start of pool season, originally scheduled to begin April 9, 2019. While completing the annual inspection, staff recognized the commercial boiler no longer functioned at safe emission levels and was potentially installed incorrectly. Given the current condition of the boiler, it is required that it be condemned and a new commercial boiler is required to be purchased immediately for the 2019 public swimming pool season. Once the boiler is installed, staff will work with the original installer to seek recovery of expenses.

FISCAL IMPACT:

This action would increase appropriations from previous year's revenues in the Recreation Department Special Programs Fund (240) not to exceed the amount of \$24,000. Sufficient fund balance is available for this increase.

Prepared By: Frank Carson, Director of Recreation
Reviewed By: Vince DiMaggio, Assistant City Manager
Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: April 9, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: Sewage Transportation Agreement between the City of San Diego and the City of El Cajon.

RECOMMENDATION:

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

1. Approve the Sewage Transportation Agreement;
2. Appropriate \$4,514,000 from Wastewater Funds set aside to satisfy El Cajon's responsibility per Agreement;
3. Authorize reimbursement of \$3,622,572 to the City of San Diego for past Capital Improvement Program projects;
4. Authorize reimbursement of \$891,428 to the City of San Diego to cover amount due for Operations and Maintenance costs for the East Mission Gorge Pump Station; and
5. Authorize the Mayor to sign the Agreement.

BACKGROUND:

The City of El Cajon (El Cajon) contracts with the City of San Diego (San Diego) to convey, treat, and dispose of wastewater generated by El Cajon residents and businesses. The agreement that pays for the transportation of sewage through the San Diego Municipal Sewerage System (Muni System) has expired. The proposed Sewage Transportation Agreement being considered replaces the prior agreement and agrees to pay for past Capital Improvement Program (CIP) projects and operation and maintenance expenditures of the East Mission Gorge Pump Station. In previous years, following the completion of Muni System CIP projects, El Cajon set aside funding to satisfy its share of capital costs.

The proposed Sewage Transportation Agreement allows El Cajon to: 1) continue to discharge sewage into the Muni System for transportation to the Metro System; 2) establish a rate to be charged for sewage transportation services rendered by San Diego to El Cajon; 3) establish El Cajon's contract capacity in the Muni System for the use of a portion of the Muni System; 4) reimburse San Diego for El Cajon's share of past capital costs; and 5) establish a method to allocate the capital improvement project costs of future improvements, repair, rehabilitation, or replacement to the Muni System.

FISCAL IMPACT:

This action will increase appropriations by \$4,514,000 in the Wastewater Enterprise Fund (650710). This amount is the sum of the following:

1. one time payment of \$3,622,572 as agreed between San Diego and El Cajon to cover the total amount due for past Capital Improvement Program (CIP) projects accepted as full payment; and
2. one time payment of \$891,428 as El Cajon's share to cover the total amount due for operations and maintenance costs for East Mission Gorge Pump St

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

Reviewed By: Dirk Epperson, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution (Sewage Transportation Agreement)

Sewage Transportation Agreement

Muni Agreement

Exhibit E

RESOLUTION NO. __-19

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL CAJON APPROVING A
SEWAGE TRANSPORTATION AGREEMENT
BETWEEN THE CITY OF SAN DIEGO
AND THE CITY OF EL CAJON

WHEREAS, the City of El Cajon ("El Cajon") contracts with the City of San Diego ("San Diego") to convey, treat and dispose of sewer flows from El Cajon; and

WHEREAS, the large sewer mains, pump stations and treatment plants that convey, treat and dispose of the sewage for San Diego and twelve adjacent entities (including El Cajon) are referred to collectively as the Metro System (the "Metro System"); and

WHEREAS, the Metro System services are governed by the terms and conditions of the Regional Wastewater Disposal Agreement (the "Metro Agreement"), which was recently amended and approved by the El Cajon City Council (the "City Council") on January 8, 2019; and

WHEREAS, due to the location of El Cajon's sewerage system it is necessary that El Cajon uses a portion of the San Diego Municipal Sewerage System (the "Muni System") to transport its sewage to the Metro System, and

WHEREAS, the agreement that stipulates the terms and conditions under which wastewater is transported from El Cajon through the Muni System to the Metro System expired on June 1, 2001; however, both agencies previously agreed to continue to operate under the expired agreement until a new agreement could be memorialized; and

WHEREAS, the proposed Sewage Transportation Agreement (the "Agreement") will replace the expired agreement and be in effect through December 31, 2050, in order to run concurrent with the Metro Agreement; and

WHEREAS, the Agreement will allow El Cajon to: 1) discharge sewage into the Muni System for transportation to the Metro System; 2) establish a rate to be charged for sewage transportation services rendered by San Diego to El Cajon; 3) establish El Cajon's contract capacity in the Muni System for the use of a portion of the Muni System; 4) reimburse San Diego for El Cajon's share of capital costs for existing facilities which are used by El Cajon for the transportation of its sewage through the Muni System; and 5) establish a method to allocate the capital improvement project costs of future improvements, repair, rehabilitation, or replacement to the Muni System as are deemed necessary by San Diego and in consultation with authorized agencies affected by the work on a fair and equitable basis.

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 hereby incorporated as findings.

2. The City Council hereby approves the Sewage Transportation Agreement between the City of San Diego and the City of El Cajon, 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, and authorizes the Mayor to sign the Agreement, and to take all actions and to execute all documents necessary or appropriate to carry out the terms of the reimbursement.

3. The City Council hereby further approves and authorizes a one-time payment of \$3,622,572 as agreed between San Diego and El Cajon to cover the total amount due for past capital improvement projects accepted as full payment.

4. The City Council also hereby further approves and authorizes a one-time payment of \$891,428 as El Cajon's share to cover the total amount due for operations and maintenance costs for East Mission Gorge Pump Station.

04/09/19 CC Agenda

Reso Approving Sewage Transportation Agmt w-City of SD 040119



SEWAGE TRANSPORTATION AGREEMENT

City of San Diego and
City of El Cajon

March 2019

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THIS SEWAGE TRANSPORTATION AGREEMENT is made and entered into by and between the City of San Diego, a municipal corporation (San Diego), and the City of El Cajon, a California charter city and municipal corporation (El Cajon).

RECITALS

- A. San Diego owns, operates and maintains the Metropolitan Sewerage System for the purpose of treating and disposing of sewage for San Diego and certain other municipalities and districts including Participating Agencies within the San Diego region under the terms and conditions of the Regional Wastewater Disposal Agreement.
- B. San Diego also owns, operates and maintains the San Diego Municipal Sewerage System for the purpose of collecting and transporting sewage to the Metropolitan Sewerage System.
- C. Due to the location of El Cajon’s sewerage system it is necessary that El Cajon use a portion of the San Diego Municipal Sewerage System to transport its sewage to the Metropolitan Sewerage System.
- D. San Diego and El Cajon had previously entered into a Sewer Construction and Operation Agreement and Sewage Transportation Agreement Between The City of El Cajon and The City of San Diego which expired on June 1, 2001, under which San Diego has authorized El Cajon to discharge sewage into the San Diego Municipal Sewerage System for transportation to the Metropolitan Sewerage System and under which the parties had operated.
- E. The purposes of this Agreement are to: 1) allow El Cajon to discharge sewage into the San Diego Municipal Sewerage System for transportation to the Metropolitan Sewerage System; 2) establish a rate to be charged for sewage transportation services rendered by San Diego to El Cajon; 3) establish El Cajon’s contract capacity in San Diego Municipal Sewerage System for the use of a portion of the San Diego Municipal Sewerage System; 4) reimburse San Diego for El Cajon’s share of capital costs for CIPs listed in a table in Section 9.1.1.; and 5) establish a method to allocate the capital improvement project costs of future improvements, repair, rehabilitation, or replacement to the San Diego Municipal Sewerage System as are deemed necessary by San Diego and in consultation with authorized agencies affected by the work on a fair and equitable basis.

NOW, THEREFORE, in consideration of the mutual obligations of the parties as herein expressed, San Diego and El Cajon agree as follows:

AGREEMENT

ARTICLE 1 - DEFINITIONS

The singular of each defined term includes the plural. For the purposes of this Agreement, the following definitions apply:

Agency Sewerage System means El Cajon's wastewater collection system, which consists of pipelines and pump stations, and collects wastewater within the agency and from other agencies.

Authorized Agency means a municipality, district, or agency which has been authorized by San Diego to discharge sewage into the San Diego Municipal Sewerage System (SDMS) under sewage transportation agreement(s) with San Diego.

Average Capacity means the average amount of sewage that El Cajon is allowed under this Agreement to discharge into the SDMS, averaged during a 24-hour period from midnight to midnight in the dry season and expressed as either an average rate of flow in cubic feet per second (cfs) or in million gallons per day (MGD) where 1 cfs = 0.646317 MGD.

Average Daily Flow (sometimes referred to as ADF) means the flow from El Cajon into those portions of SDMS used by El Cajon expressed as an average rate of flow in million gallons per day (MGD) computed by dividing the total gallons discharged during the designated period (e.g., billing period, dry season, month, etc.) by the number of days within that same period.

Best Management Practices means an engineered structure, management activity, or a combination thereof, that eliminates or reduces an adverse environmental effect of a pollutant.

Capital Improvement Project (sometimes referred to as CIP) means those items and activities required by sound engineering and best management practices, including but not limited to acquisition, planning, design, financing, and construction, for any one or more of the following purposes: 1) to alter, change or modify the hydraulic capacity of any part or whole of any existing SDMS facilities; 2) to improve the function and performance of any part or whole of any existing SDMS facilities; 3) to add new SDMS facilities for the purpose of altering, changing, or modifying the hydraulic capacity, or improving the function and performance of the SDMS; or 4) to perform a major repair on or replace any existing SDMS facilities.

Capital Improvement Project Cost means costs associated with capital improvement projects.

Contract Capacity means the amount of sewage El Cajon is allowed under this Agreement to discharge into those portions of SDMS used by El Cajon, up to the limits set forth in Exhibit A and expressed in terms of average capacity and peak capacity. Contract capacity as defined in this Agreement shall refer to capacity only in the SDMS, and is separate and distinct from contract capacity in the Metro system as referenced in the Regional Wastewater Disposal Agreement.

Cross Connection means any actual or potential connection between the public water supply and a source of contamination or pollution. In this Agreement reference to cross connection is between storm drains and sewer systems. The purpose of a diversion system is to divert urban runoff with the most concentrated pollution into sewer systems for treatment, rather than allowing it to flow into waterways untreated.

Design Capacity means the maximum flow which can be conveyed through a pipe segment when the ratio of depth of the flow to the diameter of the pipe segment (d/D) equals 75% for pipe

segment 18 inches or greater, or 50 % for pipe segment 15 inches or smaller. The design capacity of a sewer line is determined based on the “length-weighted” average of design capacity of all pipe segments in the sewer line. In the case of a pump station, design capacity means the maximum flow that can be pumped using the main pumps, excluding the backup pumping capacity.

Dry Season means the period from May 1 through September 30.

Fiscal Year means the period from July 1 through June 30.

Flow means the amount of wastewater, including inflow and infiltration, which is discharged into the SDMS by San Diego, El Cajon, or any other authorized agency. Flow may be expressed in million gallons per day (MGD) or cubic feet per second (cfs).

Infiltration means water other than wastewater that enters a sewerage system (including sewer service connections) from the ground through such means as defective pipes, pipe joints, connections or manholes. Infiltration does not include, and is distinguished from, inflow.

Inflow means water other than wastewater that enters a sewerage system (including sewer service connections) from sources such as roof leaders, cellar drains, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from, infiltration.

LAFCO means the San Diego Local Agency Formation Commission.

Metropolitan Sewerage System (sometimes referred to as the *Metro System*) means those facilities and contract rights to facilities which are described in the Regional Wastewater Disposal Agreement, Document No. OO-18517, filed May 18, 1998, as may be amended.

Operation and Maintenance (sometimes referred to as *O & M*) means those items and activities required by sound engineering and best management practices to maintain the hydraulic capacity, function, and performance of SDMS facilities.

Operation and Maintenance Costs means the costs of operation and maintenance including, but not limited to, annual costs associated with administration, operation, maintenance, replacement (non-CIP), annual premiums, claims payments and claims administration, and overhead.

Parties means San Diego and El Cajon.

Peak Capacity means the highest amount of discharge of sewage that El Cajon is allowed under this Agreement to discharge into those portions of SDMS used by El Cajon, measured in fifteen (15) minute intervals and expressed as either a rate of flow in cubic feet per second (cfs) or in million gallons per day (MGD) where 1 cfs = 0. 646317 MGD. In the event of a dispute, cubic feet per second (cfs) will take precedence.

Peak Flow means the highest actual instantaneous flow as measured in fifteen (15) minute intervals at a metering device expressed as either a rate of flow in cubic feet per second (cfs) or in million gallons per day (MGD) (1 cfs = 0.646317 MGD). In the event of a dispute, cubic feet per second (cfs) will take precedence.

Regional Wastewater Disposal Agreement means the “Regional Wastewater Disposal Agreement between San Diego and the Participating Agencies in the Metropolitan Sewerage System,” Document No. OO-18417, filed May 18, 1998, with the Clerk for the City of San Diego as may be amended.

San Diego Municipal Sewerage System (sometimes referred to as SDMS) means San Diego’s wastewater collection system, which consists of pipelines and pump stations, that collects wastewater within San Diego and from El Cajon and other authorized agencies and conveys it to the Metropolitan Sewerage System for treatment and disposal.

SDMS Facility means each element of the SDMS used or useful for the transportation of sewage, including but not limited to transmission lines, force mains, trunk sewers, interceptors, and pump stations.

Sewage means wastewater and its commonly constituent substances.

Sewage Transportation Service means the transportation of sewage from the point of discharge into the SDMS to the Metropolitan Sewerage System.

Ten-year (10-year) Wet Weather Flow Event is a peak flow of such size that over a long period of time, the average time between wet weather peak flows of equal or greater magnitude is 10 years. The return period for a 10-year wet weather flow event is 10 years. A 10-year wet weather flow event has a probability of 0.1 or 10% of being equaled or exceeded in any one year. This is referring to the observed peak flow in the pipe caused by a rain event; it does not refer to the storm return period.

Transportation Charge means the amount paid by El Cajon to San Diego for the transportation of flow in the SDMS to the Metropolitan Sewerage System. This charge includes operation and maintenance costs but does not include capital improvement project costs.

Unit Transportation Rate means the amount per unit distance (mile) of length of gravity sewer charged for sewage transportation service.

ARTICLE 2 - OWNERSHIP AND OPERATION OF THE SAN DIEGO MUNICIPAL SEWERAGE SYSTEM

2.1 Rights of the Parties. San Diego is the owner of the SDMS and of any additions to the SDMS or other facilities constructed pursuant to this Agreement. All decisions with respect to the planning, design, construction, operation and maintenance of the SDMS shall rest with San Diego. If El Cajon’s contractual right to use the SDMS is adversely impacted by the planning, design, construction, operation and maintenance of any part of SDMS, El Cajon shall have the

right to review and comment on these issues prior to any modifications to the subject portions of the SDMS. However, El Cajon shall only have a contractual right to use the SDMS as set forth in this Agreement.

2.1.1 Change in Ownership. Subject to the terms of this Agreement, and in conformance with all applicable laws, San Diego may transfer ownership of all or part of the SDMS at any time. San Diego shall not transfer or agree to transfer any part of the SDMS transporting sewage from El Cajon without reserving El Cajon's rights granted by this Agreement. In the event of a transfer, San Diego's successor in interest shall be bound by the terms of this Agreement.

2.1.2 Assignment of Rights. Subject to the terms of this Agreement, El Cajon may transfer or assign its rights and obligations under this Agreement. Any such transfer must first, however, be approved by San Diego by written agreement. El Cajon may not transfer its rights if San Diego determines, after consultation with El Cajon, that the proposed transfer will imbalance, or will otherwise adversely impact San Diego's ability to operate the SDMS or the Metro System.

2.2 Duties of San Diego. Subject to the terms of this Agreement, San Diego agrees to provide sewage transportation services to El Cajon for the contract capacity set forth in Exhibit A.

2.2.1 Operation. San Diego shall operate the SDMS in an efficient and economical manner, and maintain it in good repair and working order, all in accordance with recognized sound engineering and best management practices. San Diego shall comply with all applicable laws, rules and regulations.

2.2.2 Funds. San Diego shall collect and receive all money paid under this Agreement in connection with the SDMS and disburse all money spent in connection with the SDMS.

2.3 Funding Obligations. Nothing in this Section or in this Agreement shall obligate San Diego to make any payment for the acquisition, construction, maintenance or operation of the SDMS from monies derived from taxes or from any income and revenue of San Diego other than monies in, or sewer revenues which go into, the Sewer Revenue fund for the SDMS, and from construction funds derived from the sale of sewer revenue bonds or other sources of sewer funding for the SDMS as are duly authorized. Nothing in this Agreement shall be construed to obligate San Diego to pay from its annual income and revenues any sum that would create an indebtedness, obligation or liability within the meaning of the provision of Section 18 of Article XVI of the Constitution of the State of California or Section 99 of the San Diego City Charter. Nothing in this Section, however, or in this Agreement shall prevent San Diego, in its discretion, from using tax revenues or any other available revenues or funds of San Diego for any purpose for which San Diego is empowered to expend monies under this Agreement. Nothing in this Agreement shall be construed as a limitation upon the powers of the City of San Diego as a Charter City of the State of California.

2.4 Financial Statements. San Diego shall keep appropriate records and accounts of all costs and expenses relating to the collection and conveyance of sewage and the acquisition, planning, design, construction, administration, monitoring, and operation and maintenance of the SDMS.

2.4.1 Right to Audit. Upon written request, said books and records shall be subject to reasonable inspection by any duly authorized representative of El Cajon at its expense. El Cajon may audit these records for a three fiscal year period previous to its request, at its own expense.

2.4.2 CAFR. San Diego shall make its Comprehensive Annual Financial Report as it relates to the SDMS available to El Cajon.

2.5 Limitations on Type and Condition of Sewage. El Cajon shall not discharge or allow to be discharged, any sewage or wastes into the SDMS which do not meet the standards established by appropriate San Diego ordinances, resolutions, rules and regulations. El Cajon shall also comply with all applicable statutes, rules and regulations of all agencies of the United States of America, including the Environmental Protection Agency, and all agencies of the State of California having jurisdiction over the collection, transmission, treatment and disposal of sewage and other wastes in the SDMS.

2.5.1 Excessive Inflow or Infiltration. El Cajon shall not allow, to the extent practicable, excessive inflow and infiltration to be discharged into the SDMS. For purposes of this Section, “excessive” means any amount that causes El Cajon to exceed the limit of peak capacity set forth in Exhibit A.

2.5.2 Compliance with Laws. El Cajon shall not allow, to the extent practicable, the discharge of any waste, pollutant, inflow, or infiltration into the SDMS that is prohibited by ordinances, resolutions, rules, or regulations of the United States of America, including the Environmental Protection Agency, the State of California, and San Diego having jurisdiction over the collection, transportation, treatment and disposal of sewage and other wastes in the SDMS. This Section does not prohibit El Cajon from operating the cross-connections identified in Exhibit D, provided El Cajon applies for and receives a permit(s) for industrial wastewater discharge from San Diego and complies with the terms and conditions of said permit(s), including the payment of any fees or costs associated with the permit. Continued operation of the cross-connections is also contingent on approval by State and Federal regulatory agencies, whose permission San Diego will request collectively for all agencies with flow that enters the Metro System. As a ministerial matter, Exhibit D may be amended from time to time by El Cajon and San Diego, provided any additional cross-connections meet the requirements of this section and the total flow from El Cajon remains at or below the contract capacity.

2.5.3 Imported Sewage. El Cajon shall not discharge any sewage originating outside the boundaries of El Cajon into the SDMS without the prior written consent of San Diego except for sewage from recreational vehicles, motor homes, trailers, or from businesses that pump sewage from private septic systems, that otherwise complies with the requirements of this Agreement.

2.5.4 Enforcement Actions. If a regulatory agency with appropriate jurisdiction imposes any penalty or takes other enforcement action related to the transportation of sewage or other matter in or from the SDMS, San Diego shall determine, in active consultation with impacted parties, whether San Diego, El Cajon, or any other authorized agency caused or contributed to such penalty or enforcement action. Based on this determination, San Diego shall allocate the penalty or other relief, including the cost of defense, to the party or parties responsible. Each responsible party, whether San Diego, El Cajon, or another authorized agency, shall pay its share of the penalty or other relief, and any costs of defense as reasonably determined by San Diego in active consultation with impacted parties. If San Diego cannot make an allocation based on responsibility, the cost of the penalty or other relief shall be shared by San Diego, El Cajon, and any other authorized agency involved based proportionately on their respective average daily flow into the SDMS.

2.5.5 Rock Traps. After consultation with San Diego, El Cajon shall be required to install rock trap screens at sites connecting to the SDMS. San Diego shall request the installation of rock traps in writing and shall allow a minimum of 120 days for installation after the initial request is made.

2.5.6 Odor Control. If San Diego determines that flow from El Cajon is causing unreasonably high concentrations of hydrogen sulfide gas in the SDMS, or is a source of unreasonably noxious odors, El Cajon shall take reasonable steps within the agency sewerage system necessary to eliminate such concerns, such as pre-treating the flow with chemicals to reduce the formation of hydrogen sulfide.

ARTICLE 3 - CONTRACT CAPACITY RIGHTS

3.1 Amount of Contract Capacity. In consideration of the terms and conditions of this Agreement, El Cajon shall have a contractual right to discharge sewage into the SDMS up to the contract capacity described in Exhibit A, provided, however, this shall not confer on El Cajon the right to discharge any substances otherwise prohibited by this Agreement into the SDMS. Flow from any cross-connections identified in Exhibit D is counted against the contract capacity granted by this Agreement.

3.2 Projected Flow and Capacity Report. On or before September 30th of each year during the term of this Agreement and upon the request of San Diego, El Cajon shall provide San Diego with a ten-year projection (by fiscal year) of its average daily flow for dry season, peak flow and capacity requirements in those portions of the SDMS used by El Cajon. The peak flow projection should be based on the ten-year return wet weather flow estimation. If at any time during the ten-year projection El Cajon is projected to exceed its average and/or peak capacity allotted under its contract capacity, El Cajon shall develop and submit a plan of action and an implementation schedule to San Diego for its approval and acceptance. At a minimum, the plan shall describe El Cajon's future needs for contract capacity for the next ten (10) years and if necessary, propose mitigation measures which may be required of El Cajon to facilitate its future needs for capacity including but not limited to increases in capacity through capital improvement

projects or taking other measures such as the construction of peak flow retention structures or re-use facilities to reduce El Cajon's flow into the SDMS.

3.2.1 San Diego Review. In the event that San Diego disagrees with the ten-year projection, the plan of action, or the implementation schedule provided by El Cajon, the parties shall meet in good faith and attempt to reconcile their differences for a period not to exceed six months from the date El Cajon submits its peak flow projection. If the parties fail to reach an agreement after six months, San Diego may independently develop a notice of determination and proceed with the procedure set forth in Section 8.2.2.

3.3 Other Planning Information. On or before September 30th of each year during the term of this Agreement and upon the request of San Diego, El Cajon shall also provide San Diego with a 50-year projection (by fiscal year) of its average daily flows for dry season in those portions of the SDMS used by El Cajon.

3.4 Requests for Additional Contract Capacity. If El Cajon desires to purchase additional contract capacity and San Diego is willing to sell additional capacity pursuant to Section 4.2.2, or to create additional contract capacity pursuant to Section 8.2.2 of this Agreement, El Cajon agrees to pay transportation charges for the additional flow, as well as El Cajon's proportionate share of capital improvement project costs for existing or new SDMS facilities as may be necessary to provide the additional contract capacity. The decision of whether to allocate additional contract capacity for El Cajon, however, shall be at the sole discretion of San Diego. El Cajon agrees to submit a written request to obtain and purchase the additional capacity needed in accordance with the procedures set forth in Article 8 of this Agreement.

3.5 Transfers of Contract Capacity. El Cajon may buy, sell, or exchange all or part of its contract capacity to or from San Diego or other authorized agencies on such terms as they may agree upon provided that San Diego shall be notified prior to any transfer. Any transfer shall be first approved in writing by San Diego. No contract capacity may be transferred if San Diego determines, after consultation with El Cajon, that said transfer will unbalance, or will otherwise adversely impact San Diego's ability to operate, any SDMS facility or the Metro System. As a ministerial matter, San Diego shall amend Exhibit A from time to time to reflect approved transfers of contract capacity, and provide El Cajon with an updated exhibit.

ARTICLE 4 - EXCEEDING CAPACITY

4.1 Limitations on Capacity. During the term of this Agreement, El Cajon shall have the right to discharge sewage into the SDMS in an amount not to exceed its contract capacity set forth in Exhibit A. San Diego is not obligated to receive from El Cajon, nor is El Cajon privileged to discharge into the SDMS, any amounts in excess of El Cajon's contract capacity permitted under this Agreement.

4.2 Good-Faith Contract Capacity Discussions. The parties recognize that appropriate capacity and long term planning are essential for the proper provision of sewage transportation service. The parties further recognize that it is very difficult to forecast and measure the resulting damage to San Diego and the SDMS if El Cajon exceeds its contract capacity. Therefore, if San Diego

notifies El Cajon that it has exceeded its contract capacity, either average capacity or peak capacity as set forth in Exhibit A, at any time during five or more days (from midnight to midnight) in any consecutive 90 day period, El Cajon shall develop and submit a plan of action and an implementation schedule to San Diego for its approval and acceptance. At a minimum, the plan shall describe how El Cajon proposes to stay within its contract capacity or how El Cajon proposes to increase its contract capacity in the SDMS. El Cajon's proposals may include, but are not limited to, increasing available capacity through participation in SDMS capital improvement projects, purchasing or transferring capacity from San Diego or an authorized agency, taking other measures such as the replacement of El Cajon system components experiencing infiltration and inflow and/or construction of peak flow retention structures or re-use facilities to reduce El Cajon's flow into the SDMS.

4.2.1 San Diego Review. In the event that El Cajon fails to submit the aforementioned plan of action and implementation schedule within six (6) months of the date El Cajon is notified by San Diego, or if San Diego reasonably determines that the submitted plan and schedule are insufficient or untimely to adequately address the matter, San Diego shall independently develop a notice of determination pursuant to Section 8.2.2.

4.2.2 Cost of Additional Capacity. In the event that sufficient capacity is available in existing infrastructure, such capacity may be made available to El Cajon, at the discretion of San Diego, upon payment commensurate with the required additional capacity. In addition to the transportation charge for the additional flow, El Cajon shall pay its proportionate share of capital improvement project costs for existing SDMS facilities used by El Cajon under this Agreement, including but not limited to the types described in Article 8. El Cajon's additional share of capital improvement project costs shall be based upon the relative additional amount of El Cajon's peak capacity as it relates to the design capacity of the respective SDMS facilities according to the following formula:

El Cajon's estimated share of capital improvement project costs = (A/B) x C

Where: "A" is El Cajon's additional peak capacity;

"B" is the design capacity of the SDMS facilities; and

"C" is the capital improvement project cost of the SDMS facilities, expressed as the original cost unless the facilities had been rehabilitated, in which case the cost of rehabilitation shall be added to the original cost. In the case of replacement, the replacement cost shall be used in lieu of the original cost for the portion of the facility that has been replaced.

4.3 No Limitation of Municipal Powers. San Diego has sole discretion to determine how to operate the SDMS in a safe, efficient and environmentally sound manner to avoid any risk to the health, safety and welfare of the public. Therefore, nothing in this Agreement shall be construed as precluding or limiting San Diego from taking any action reasonably necessary to prevent flow from El Cajon from endangering the health, safety, or welfare of the residents of the City of San Diego.

4.4 Diversion of Flow. Nothing in this Agreement shall preclude El Cajon from diverting all or part of its flow from the SDMS. However, prior to such diversion, El Cajon shall notify San Diego in writing at least six (6) months in advance and enter into an agreement with San Diego that, at a minimum, will require El Cajon to pay its proportionate share of outstanding capital improvement project costs, if payment of such outstanding costs upon diversion of flow is not already addressed by separate agreement pursuant to Sections 8.2.1.3 or 8.2.2.3. El Cajon will also be responsible for all transportation charges owed by El Cajon up to the time of diversion.

4.4.1 No Refunds. In no event shall El Cajon's diversion of all or part of its flow from the SDMS entitle El Cajon to any refund of previously remitted payments for capital improvement project costs, or forgiveness of amounts owed, if any, to San Diego for existing or increased contract capacity. El Cajon shall, however, retain such purchased contract capacity and may transfer such capacity rights to another authorized agency, subject to San Diego's approval. El Cajon's contract capacity may be reduced or eliminated by future capital improvement projects:

4.4.1.1 If a capital improvement project replaces a facility in which El Cajon has contract capacity, El Cajon's contract capacity is extinguished.

4.4.1.2 If a capital improvement project rehabilitates a facility in which El Cajon has contract capacity, El Cajon's contract capacity is reduced in proportion to the amount that the capital improvement project cost, when added to the original cost of the facility, reduces El Cajon's proportionate share of the total cost of the facility.

4.5 Fines and Penalties. El Cajon shall be responsible for the violation of any applicable laws, rules, or regulations associated with its discharge of flow into the SDMS. In the event a regulatory agency imposes any penalty or takes other enforcement action relating to the conveyance of flow through a SDMS facility listed in Exhibit B, if no determination of fault is made by the regulatory agency, San Diego shall reasonably determine whether itself or an authorized agency or agencies caused or contributed to such penalty or enforcement actions. San Diego shall allocate the penalty or other relief, including the costs of defense, to the authorized agency or agencies responsible. Each responsible party, whether an authorized agency or San Diego, shall be obligated to pay its share of such penalty or other relief, and any costs of defense. In the event that San Diego cannot make such an allocation, the cost of such penalty or other relief shall be shared by all authorized agencies, including San Diego, using the SDMS facility proportionately based on the amount of flow.

ARTICLE 5 – MONITORING

5.1 Flow Monitoring Devices. In most cases, flow monitoring devices are already installed and paid for through the Regional Wastewater Disposal Agreement. If San Diego or El Cajon, or both, determine that additional flow monitoring devices are needed beyond any Metro System flow monitoring devices, San Diego shall own and operate the flow monitoring devices as part of

the Metro System monitoring devices and allocate costs as identified in the Regional Wastewater Disposal Agreement.

5.2 Equipment Maintenance. San Diego shall operate, maintain, manage and control the flow monitoring device(s) in an efficient and economical manner and preserve them in good repair and working order, all in accordance with recognized and sound engineering practices. San Diego shall provide flow reports to El Cajon on a regular basis but not less frequently than quarterly. Upon written request, San Diego shall provide El Cajon with the record of the field calibration for any meters in question. El Cajon shall have access to the electronic files.

5.3 Unmonitored Flows. Where the transported sewage is not monitored, San Diego and El Cajon shall mutually agree upon the estimated amount of flow generated from such service areas. If such an agreement cannot be made, the dispute shall be resolved pursuant to the dispute resolution procedure set forth in Article 11 of this Agreement. El Cajon shall keep current and accurate records of the number and types of structures for evaluation of gallons per day for flow into the SDMS lines. Such records shall be made available for San Diego upon written request.

ARTICLE 6 - TRANSPORTATION CHARGES

6.1 Transportation Charge. San Diego shall charge and El Cajon shall pay a transportation charge at the unit transportation rate, set forth in Exhibit C, per million gallons per day of flow for each mile such flow is transported in the SDMS.

6.1.1 Adjustments for Inflation. As a ministerial matter, this rate shall be adjusted annually for inflation in accordance with United States Department of Labor, Bureau of Labor Statistics Data for the most recent year ending December 31 (detailed website information is located in Exhibit C). Revised rates shall take effect July 1 of the following year. In no event will the rate be adjusted more frequently than once each fiscal year.

6.1.2 Periodic Adjustments. The unit transportation rate will be reviewed by San Diego every five (5) years, commencing from the date of its finalization, to ensure that it does not deviate substantially from actual costs incurred by San Diego for operation and maintenance of the SDMS utilized by El Cajon. San Diego will adjust the unit transportation rate in accordance with either of the following methods:

6.1.2.1 San Diego will determine the average of the actual costs for the previous three (3) years, based on the formula and calculations used to devise the current transportation rate. If the average actual costs for the three-year period would have resulted in a transportation rate that is more than five percent (5%) less than or greater than the transportation rate being applied at the time of the analysis, the rate will be adjusted to an amount equal to the three-year average of actual expenses on the next scheduled increase date.

6.1.2.2 San Diego may conduct or procure, at its sole cost and expense, a cost of service study to determine the appropriate unit transportation rate. The unit

transportation rate shall be adjusted in accordance with the results of the study on the next scheduled increase date. If El Cajon objects to the adjustment recommended by the study, the matter shall be resolved pursuant to the dispute resolution procedure set forth in Article 11 of this Agreement.

6.1.3 Other Adjustments. Notwithstanding the above, San Diego may adjust the unit transportation rate at any time if a change in federal, state, or local laws or regulations, a court order, or an order from a regulatory agency materially affects the cost of providing sewage transportation service. In consultation with El Cajon, San Diego will adjust the unit transportation rate to reflect the actual cost to San Diego, effective the beginning of the next billing period. If El Cajon objects to the adjustment determined by San Diego, the matter shall be resolved pursuant to the dispute resolution procedure set forth in Article 11 of this Agreement.

6.1.4 Updating Exhibit C. As a ministerial matter, and provided it has followed the procedures set forth herein, including any dispute resolution procedure, San Diego shall amend Exhibit C from time to time to reflect adjustments to the unit transportation rate, and provide El Cajon with an updated exhibit.

6.2 Billing. San Diego shall bill El Cajon on a quarterly basis for transportation charges no later than ninety (90) days after the end of the quarter to which the billing applies. Payment shall be made by El Cajon to San Diego within thirty (30) days of receipt of the billing and shall be considered delinquent fifteen (15) days thereafter. Late payments shall accrue interest at a rate of ten (10) percent per annum.

6.3 Payment Disputes. No payment shall be withheld by El Cajon because of a dispute as to its amount. Disputed payment shall be made with a notation as to the portion in dispute. Payment disputes shall be resolved pursuant to the dispute resolution procedure set forth in Article 11 of this Agreement. Any amount determined to have been improperly allocated to El Cajon resulting in an overpayment shall be adjusted by San Diego as a credit to the next invoice following such determination, and shall accrue interest at a rate of ten (10) percent per annum, calculated from the date paid by El Cajon. In the event that the improper allocation to El Cajon resulted in an underpayment, such amount shall be adjusted by San Diego as a debit to the next invoice following such determination.

ARTICLE 7 - OPERATION AND MAINTENANCE CHARGES FOR MUNICIPAL PUMP STATIONS

7.1 Calculation of Operations and Maintenance Charges. All operations and maintenance costs for East Mission Gorge Pump Station are shared by the City of El Cajon, San Diego County Sanitation District, Padre Dam Municipal Water District, and the City of San Diego. These agencies collaborated and agreed upon their fair share of the operations and maintenance costs. El Cajon's share of the annual operations and maintenance costs for East Mission Gorge Pump Station is listed in Exhibit E. The operations and maintenance costs for East Mission Gorge

Pump Station shall be retroactive to Fiscal Year 2015. The total due is \$891,428 which covers Fiscal Years 2012 – 2018.

7.2. Payment of Operations and Maintenance Charges. El Cajon shall pay San Diego its share of the operation and maintenance costs for East Mission Gorge Pump Station in accordance with the following process:

7.2.1 Estimated Charges. Not later than May 1 in any year subsequent to the execution of this Agreement, San Diego shall estimate the operations and maintenance costs for the ensuing fiscal year for East Mission Gorge Pump Station and shall notify El Cajon of its share of these estimated annual costs. San Diego shall then bill El Cajon one quarter of the estimated annual costs on August 1, November 1, February 1, and May 1 based on this estimate.

7.2.1.1 Each bill shall be paid within thirty (30) days of receipt of the billing and shall be considered delinquent fifteen (15) days, thereafter. Late payments shall accrue interest at ten (10) percent per annum.

7.2.2 Reconciliation of Charges. At the end of each fiscal year, San Diego will determine the actual operations and maintenance costs incurred and compare it with the estimated costs paid by El Cajon. In the event the estimated costs paid by El Cajon exceed the actual costs, San Diego shall refund overpayment. In the event the estimated costs paid by El Cajon are less than the actual costs, San Diego shall invoice for the difference. San Diego shall provide El Cajon a copy of the documentation regarding East Mission Gorge Pump Station operations and maintenance costs. All estimates and final reconciliations shall be prepared according to recognized accounting principles.

7.3 Payment Disputes. No payment shall be withheld by El Cajon because of a dispute as to its amount. Disputed payment shall be made with a notation as to the portion in dispute. Payment disputes shall be resolved pursuant to the dispute resolution procedure set forth in Article 11 of this Agreement. Any amount determined to have been improperly allocated to El Cajon shall be adjusted by San Diego as a credit to the next invoice following such determination, and shall accrue interest at a rate of ten (10) percent per annum, calculated from the date the disputed payment was made by the El Cajon.

ARTICLE 8 - CAPITAL IMPROVEMENT PROJECTS

8.1 Planning. El Cajon and San Diego shall prepare the following plans and projections for one another to forecast future improvements that may be necessary to the SDMS:

8.1.1 El Cajon Plans. In accordance with Sections 3.2 and 3.3 of this Agreement, El Cajon shall provide San Diego with the projections (by fiscal year) of its flows and contract capacity requirements in those portions of the SDMS used by El Cajon. El Cajon shall also advise San Diego of any plans to acquire capacity outside the SDMS. This "Projected Flow Capacity Report" shall be updated annually. El Cajon shall also

provide San Diego with such additional information requested by San Diego as necessary for SDMS planning purposes.

8.1.2 San Diego Plans. San Diego shall prepare a Ten Year Municipal Capital Improvement Plan for the SDMS that describes facilities necessary to convey all flows in compliance with applicable rules, laws and regulations. These Plans shall be updated annually. San Diego shall solicit and consider, in good faith, comments from El Cajon on the Capital Improvement Plan for those portions of the SDMS in which El Cajon has contract capacity or El Cajon is negotiating additional contract capacity.

8.2 Capital Improvement Projects. El Cajon and San Diego are obligated to pay for capital improvement projects for the SDMS that are needed to maintain existing contract capacity or to provide new contract capacity under the terms below, provided, however, that the decision whether or not to construct a capital improvement project shall be at the sole discretion of San Diego. As a ministerial matter, and provided San Diego has proceeded in the manner set forth in this Article 8, and the dispute resolution process found in Article 11, herein, San Diego shall amend Exhibit B from time to time to reflect future capital improvement projects in the list of SDMS facilities used by El Cajon, and provide El Cajon with an updated exhibit.

8.2.1 Maintenance of Existing Contract Capacity. As part of its planning efforts and the needs of the SDMS, and considering the planning information provided to San Diego by El Cajon, San Diego shall determine when capital improvement projects will be necessary to maintain El Cajon's existing contract capacity and the efficiency of the SDMS.

8.2.1.1 San Diego's determination shall be made following active and meaningful consultation between San Diego and El Cajon. This determination shall be based on: (1) the type and location of any capital improvement projects necessary; (2) the projected costs of any necessary capital improvement projects; and (3) the allocation of the cost of any such capital improvement projects to El Cajon and San Diego calculated pursuant to Section 9.2. San Diego shall then prepare a notice of determination setting forth its conclusions and send said notice of determination to El Cajon.

8.2.1.2 El Cajon shall have six (6) months from the date of the notice of determination within which to either: (1) comment on or challenge all or part of San Diego's determination; (2) agree to the determination; or (3) commit, in writing, to obtain new sewage transportation services outside of the SDMS as described below. If El Cajon objects to San Diego's determination, El Cajon shall have the burden to commence and diligently pursue the formal dispute resolution procedures of Article 11 of this Agreement. If El Cajon fails to initiate dispute resolution within ninety (90) days after the expiration of the time to respond to the notice of determination set forth herein, San Diego's determination shall become final and binding on El Cajon, and El Cajon agrees to pay the capital improvement project costs and transportation charge set forth therein.

8.2.1.3 If San Diego and El Cajon agree on the capital improvement projects necessary to maintain existing contract capacity, San Diego and El Cajon shall enter into an agreement specifying the terms and conditions pursuant to which the capital improvement projects shall be undertaken. The agreement shall provide that El Cajon shall reimburse San Diego for its proportionate share of any capital improvement project costs accruing to El Cajon to maintain existing contract capacity.

8.2.2 Capital Improvement Projects to Provide Additional Contract Capacity. San Diego shall also, as part of its planning efforts, and considering planning information provided to San Diego by El Cajon, determine the adequacy of El Cajon's contract capacity or consider requests for additional contract capacity by El Cajon.

8.2.2.1 San Diego's determination shall be made following active and meaningful consultation with El Cajon. If San Diego determines that El Cajon requires additional contract capacity or agrees that it is able to provide additional contract capacity as requested by El Cajon, San Diego shall conduct a study to determine the following: (1) the amount of additional contract capacity needed or which may be provided; (2) the type and location of any capital improvement projects necessary to provide additional contract capacity; (3) the projected costs of any necessary capital improvement projects; and (4) the allocation of the cost of any such capital improvement projects calculated pursuant to Section 9.2. San Diego shall then prepare a notice of determination setting forth its conclusions and send said notice of determination to El Cajon.

8.2.2.2 El Cajon shall have six (6) months from the date of a notice of determination within which to either: (1) comment on or challenge all or part of San Diego's determination, (2) agree to the determination or (3) to commit, in writing, to obtain new sewage transportation services outside of the SDMS as described below; however, if San Diego's notice of determination was issued in response to El Cajon's plan of action and implementation schedule set forth in Section 4.2, El Cajon shall respond within sixty (60) days of the date of the notice of determination. If El Cajon objects to San Diego's determination, El Cajon shall have the burden to commence and diligently pursue the dispute resolution procedures of Article 11 of this Agreement. If El Cajon fails to initiate dispute resolution within ninety (90) days after the expiration of the time to respond to the notice of determination set forth herein, San Diego's determination shall become final and binding on El Cajon, and El Cajon agrees to pay the capital improvement project costs and transportation charge set forth therein.

8.2.2.3 If San Diego and El Cajon agree on the capital improvement projects necessary to increase contract capacity, San Diego and El Cajon shall enter into an agreement specifying the terms and conditions pursuant to which the capital improvement projects shall be undertaken. The agreement shall provide that El

Cajon shall reimburse San Diego for its proportionate share of any capital improvement project costs accruing to El Cajon to increase contract capacity.

8.3 Option to Divert Flow. Notwithstanding the foregoing, upon notice of San Diego’s determination regarding additional capacity El Cajon may choose, at its sole discretion, to divert all or part of its flow from the SDMS pursuant to Section 4.4.

ARTICLE 9 - CAPITAL IMPROVEMENT CHARGES

9.1 Charges for Existing Facilities. The Parties agree that no reimbursements are due from El Cajon to San Diego for existing facilities which are used by El Cajon for the transportation of its sewage through the SDMS, except as otherwise identified in this Section.

9.1.1 Facilities Used and Equitable Cost Share. The Parties agree that El Cajon’s equitable share of the capital improvement project costs of existing facilities which are used by El Cajon for the transportation of its sewage in the SDMS and which have not been paid to San Diego are as follows:

CIP #	CIP Title	Amount Due
409204	(TS 33) Mission Gorge Trunk Sewer Rehab	\$4,146,880
430330	(TS 5) North Mission Valley Trunk Sewer	\$979,325
Total		\$5,126,205

9.1.2. Negotiated Payment. A one-time payment of \$3,622,572 has been agreed to between San Diego and El Cajon to cover the total amount due for past CIP. The projects listed above shall be considered paid in full. San Diego and El Cajon agree that the past due CIP amount is \$5,126,205. The parties agree that, the past due CIP amount notwithstanding, San Diego shall accept the sum of \$3,622,572 as full payment. The acceptance of the payment will serve as a complete release of all monies due for the CIP projects listed above.

9.2 Calculation of Capital Improvement Project Costs for Future Facilities. In addition to the transportation charge, El Cajon shall pay its proportionate share of capital improvement project costs for SDMS facilities constructed in the future for, or used by, El Cajon under this Agreement including but not limited to the types described in Article 8. Capital improvement projects, their estimated costs, and the proportionate share of expenses for El Cajon shall be included in addenda to this Agreement as they are initiated. Final, actual costs shall be used for billing El Cajon. El Cajon’s share of future capital improvement project costs shall be based upon El Cajon’s peak capacity conveyed by the capital improvement project and the design capacity of the capital improvement project, according to the following formulas:

Where: “A” is El Cajon’s peak capacity conveyed by the capital improvement project;

“B” is the design capacity of the capital improvement project;

“C” is the estimated capital improvement project cost;

"D" is the remaining useful life of the existing SDMS facility;

"E" is the estimated useful life of the new SDMS facility; and

“F” is the percentage of capital improvement project length used by El Cajon.

9.2.1 Capital Improvement Projects for Both Parties. For new SDMS facilities, or for repair, rehabilitation, or replacement of SDMS facilities that have reached the end of their useful life, or if replacement of SDMS facilities is needed to increase the design capacity because of an increase in flow from both El Cajon and San Diego, El Cajon’s estimated share of capital improvement project costs = $(A/B) \times C \times F$.

9.2.2 Capital Improvement Projects for San Diego. For replacement of SDMS facilities that have not reached the end of their useful life, to increase the design capacity, due solely to an increase in flow from San Diego and/or other involved agencies, El Cajon’s estimated share of capital improvement project costs = $(A/B) \times C \times F \times ((E-D)/E)$.

9.2.3 Capital Improvement Projects for El Cajon. For replacement of SDMS facilities that have not reached the end of their useful life, to increase the design capacity, due solely to an increase in flow from El Cajon, El Cajon’s estimated share of capital improvement project costs = $(C \times F) - [(B - A)/B] \times C \times F \times ((E-D)/E)$.

9.3 Billing. San Diego shall bill El Cajon for its share of capital improvement costs as described above. Billings for design and subsequent project costs shall be issued immediately following San Diego’s remittance for payment of same. The billings shall be in an amount equal to El Cajon’s share of the amount expended on the capital improvement project during the relevant invoice period based on the applicable formula described above. Payment shall be made within thirty (30) days of receipt of the billing and shall be considered delinquent fifteen (15) days thereafter. Late payments shall accrue interest at ten (10) percent per annum. No payment shall be withheld by El Cajon because of a dispute as to its amount. Disputed payments shall be made with a notation as to the portion in dispute. Payment disputes shall be resolved pursuant to the dispute resolution procedure set forth in Article 11 of this Agreement. Any amount determined to have been improperly allocated to El Cajon shall be issued to El Cajon as a refund plus ten (10) percent interest calculated per annum from the date the disputed payment was made by El Cajon within thirty days following such determination.

ARTICLE 10 – DURATION OF AGREEMENT

10.1 Effective Date. This Agreement shall become effective thirty days after complete execution by San Diego and El Cajon.

10.2 Term of Agreement. Subject to the rights and obligations set forth in Sections 10.3, 10.4 and 10.5 below, this Agreement shall expire on December 31, 2050 or upon the expiration or

termination of the Regional Wastewater Disposal Agreement, whichever occurs first. Any outstanding obligation of El Cajon to pay its proportionate share of capital improvement project costs shall survive termination of this Agreement prior to December 31, 2050.

10.3 Extension of Agreement. This Agreement is subject to extension by agreement of the parties. The parties shall commence discussions on an agreement to provide sewage transportation services beyond the year 2050 on or before December 31, 2040.

10.4 Contract Termination. If in the future, El Cajon is able to obtain alternate sewage transportation services, El Cajon may divert some or all of its flow from the SDMS pursuant to Section 4.4. This Agreement shall terminate if El Cajon's contract capacity in the SDMS is extinguished pursuant to Section 4.4.1.1.

10.5 Abandonment. San Diego may cease operation and maintenance of all or part of the SDMS upon delivery of notice to El Cajon ten (10) years in advance of said abandonment. Upon notice by San Diego to abandon the SDMS, the parties shall meet and confer over the nature and conditions of such abandonment. In the event the parties cannot reach agreement, the matter shall be resolved pursuant to the dispute resolution procedure set forth in Article 11 of this Agreement. In the event of abandonment, San Diego shall retain ownership of all SDMS assets free from any claim of El Cajon.

ARTICLE 11 - DISPUTE RESOLUTION

11.1 Application. This Article shall govern all disputes arising out of this Agreement. There shall be no other condition precedent or claims requirement other than those enumerated in this Agreement.

11.2 Mediation. Upon delivery of a written request for mediation to the other party involved, any dispute concerning this Agreement may be submitted to a mutually acceptable mediator. The decision of the mediator shall not be final or binding unless otherwise agreed to in writing by the parties.

11.2.1 Condition Precedent to Litigation. Mediation shall be required before either party may proceed to litigation or any other method of dispute resolution. If a mediation session has not been held within ninety (90) days after written request for mediation has been received by either party, the party requesting mediation may proceed to litigation unless the period for mediation has been extended by mutual written agreement between the parties.

11.2.2 Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.2.3 Evidence. All mediation proceedings, results and documentation, shall be non-binding and inadmissible for any purpose in any legal proceeding (pursuant to California Evidence Code Sections 1115 through 1128), unless such admission is otherwise agreed upon in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

11.3 Performance Required During Dispute. Nothing in this Article shall relieve either San Diego or El Cajon from its obligation to perform all of their obligations under this Agreement. San Diego and El Cajon shall be required to comply with this Agreement, including the performance of all disputed activity and disputed payments, pending the resolution of any dispute under this Agreement.

ARTICLE 12 - INSURANCE

12.1 San Diego Shall Maintain All Required Insurance. San Diego shall maintain all insurance required by law.

12.1.1 Workers' Compensation Insurance. San Diego is currently self-insured for Workers Compensation for all San Diego employees.

12.1.2 Public Liability Insurance. San Diego is currently self-insured for its public liability insurance, which includes general liability and automobile liability coverage for property damage and bodily injury claims. San Diego budgets annually for its self-administered claims program handled through the Risk Management Department. Claims are processed and administered in accordance with the California Government Code Sections 900 *et seq.*

12.2 Substantially Equivalent Coverage. If the SDMS is transferred to another entity pursuant to Article 2, coverage substantially equivalent to all the above provisions shall be maintained by any successor in interest.

ARTICLE 13 – GENERAL PROVISIONS

13.1 Force Majeure. In the event performance under this Agreement is delayed due to causes which are outside the control of the Parties and their agents, and could not be avoided by the exercise of due care, which includes but is not limited to war, terrorist attack, act of God, government regulations, labor disputes, strikes, fires, floods, adverse weather, or inability to obtain materials, labor or equipment, both Parties will be entitled to an extension in time of performance equivalent to the length of delay.

13.2 Governing Law. This Agreement is intended to be construed pursuant to the laws of the State of California. In addition, parties agree that this Agreement has been entered into in San Diego County and concerns subject matter located in San Diego County.

13.3 Notices. All notices required to be given under this Agreement must be in writing and either served personally or mailed by certified mail, return receipt requested to:

City of El Cajon
Director of Public Works
200 Civic Center Way
El Cajon, CA 92020

City of San Diego
Director of Public Utilities
Public Utilities Department
9192 Topaz Way
San Diego, CA 92123

13.4 Waiver of Breach. No failure of either San Diego or El Cajon to insist upon strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of the Agreement shall continue in full force and effect without respect to any other then existing or subsequent breach.

13.5 Exhibits. This Agreement references certain exhibits. Each exhibit is attached to this Agreement, and is also incorporated herein by reference. The exhibits are as follows:

Exhibit A	Contract Capacity
Exhibit B	Facilities Used by El Cajon
Exhibit C	Unit Transportation Rate
Exhibit D	Sewer Cross-Connection Structures
Exhibit E	East Mission Gorge Pump Station CIP and O&M Cost Sharing

13.6 Amendment of Agreement. Except as provided in this Agreement, and recognizing that changes to Contract Capacity (Exhibit A), Facilities Used by El Cajon (Exhibit B), Transportation Charge (Exhibit C), Sewer Cross-Connection Structures (Exhibit D), and East Mission Gorge Pump Station CIP and O&M Cost Sharing (Exhibit E) are ministerial, this Agreement may be amended or supplemented only by a mutual agreement in writing between San Diego and El Cajon stating the parties' intent to amend or supplement the Agreement.

13.7 Drafting of Agreement. It is acknowledged that San Diego and El Cajon, with the assistance of competent counsel, have participated in the negotiation of this Agreement and that any ambiguity should not be construed for or against either San Diego or El Cajon.

13.7.1 Understanding of Intent and Effect of Agreement. The parties expressly declare and represent that they have read the Agreement and that they have consulted with their

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

13.8 Integration Clause. San Diego and El Cajon represent, warrant and agree that no promise or agreement not expressed herein has been made to them, that this Agreement contains the entire agreement between the parties, that this Agreement supersedes any and all prior agreements or understandings between the parties unless otherwise provided herein including but not limited to the provisions of Section 13.6 of this Agreement, and that the terms of this Agreement are contractual and not a mere recital; that in executing this Agreement, neither party is relying on any statement or representation made by the other party, or the other party's representatives concerning the subject matter, basis or effect of this Agreement other than as set forth herein; and that each party is relying solely on its own judgment and knowledge.

13.9 Third Party Beneficiaries. This Agreement does not confer any rights on any person who is not a party to this Agreement, and any third party beneficiaries are hereby expressly disclaimed.

13.10 Successors in Interest. This Agreement shall be binding upon and shall inure to the benefit of both San Diego and El Cajon, and each of its respective successors, assigns, trustees or receivers.

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

13.12 Headings. All Section headings are for convenience only and shall not affect the interpretation of this Agreement.

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

13.14 Restrictions on Veto of Transfers and Acquisitions of Capacity. El Cajon understands and specifically recognizes that with respect to transfer and acquisition of capacity in the SDMS or the creation of additional capacity in the SDMS for any other authorized agency, El Cajon does not have the right to veto or prevent the transfer of capacity by and among other agencies or with San Diego, or to veto or prevent the creation or acquisition of capacity for another authorized agency or agencies. El Cajon recognizes that by signing this Agreement El Cajon has expressly pre-approved such actions. The sole right of El Cajon to object to any of the foregoing shall be through expression of its opinion to San Diego and, where applicable, through exercise of its rights under the dispute resolution provisions of this Agreement.

13.15 Other Agreements. Nothing in this Agreement limits or restricts the right of San Diego or El Cajon to make separate agreements with other agencies without the need to amend this Agreement, provided that such agreements are consistent with this Agreement. This Agreement is not intended to nor shall it in any way supersede or modify the terms and conditions of the Regional Wastewater Disposal Agreement or any amendments thereto.

13.16 Counterparts. This Agreement may be executed in counterparts. The counterparts so executed shall constitute one Agreement notwithstanding that the signatures of all parties do not appear on the same page.

13.17 Annexation of Agency Area to the City of San Diego. In the event that all or part of the area served by El Cajon is annexed into San Diego, this Agreement shall be null and void with respect to the annexed territory. El Cajon's obligations to pay transportation charges or capital improvement project costs associated with that annexed area shall cease after the date of annexation. For purposes of determining the date of cessation of these costs, the date of annexation shall be the effective date as determined by LAFCO.

13.17.1 Bond Indebtedness. Notwithstanding the effect of the above provisions, nothing in this Section shall be construed as relieving El Cajon of any obligations concerning bond indebtedness that was incurred by El Cajon prior to the annexation, except to the extent that the obligation involves San Diego and El Cajon prior to annexation, in which case San Diego shall become responsible for that portion of El Cajon's obligation to the extent that the obligation was incurred for the annexed area, if obligations for bond indebtedness are calculated based on geographical size, acreage, or connections.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or his/her designee, pursuant to Ordinance No. O-_____ authorizing such execution, and by El Cajon acting by and through _____.

CITY OF EL CAJON

CITY OF SAN DIEGO

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

By: _____

I HEREBY APPROVE the form and legality of the forgoing agreement this ____ day of _____, 2019.

Name: _____

MARA W. ELLIOTT, City Attorney

Date: _____

By: _____

Deputy City Attorney

APPROVED AS TO FORM:

By: _____

Morgan L. Foley, City Attorney

**EXHIBIT A
CONTRACT CAPACITY**

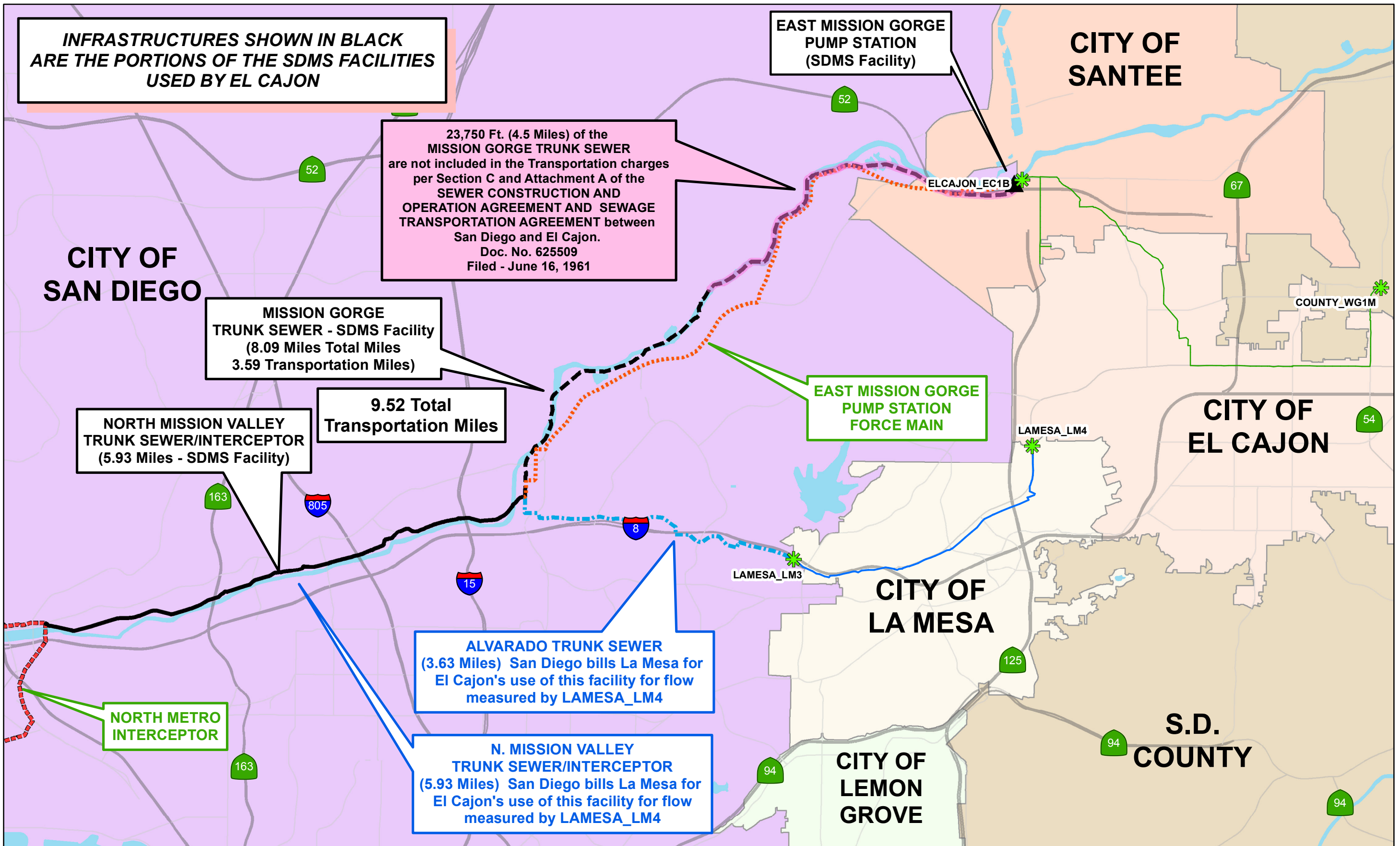
EL CAJON

SDMS Facility	SDMS Facility Total Length (mi)	Usage Start Manhole	Usage End Manhole	SDMS Facility Usage (mi)	Average Capacity (mgd)	Peak Capacity (mgd)
EAST MISSION GORGE INTERCEPTOR ⁴	7.95	O11S135	J15S356	7.95	8.00	22.94
(EMGPS) EAST MISSION GORGE PUMP STATION ⁴	-	-	-	-	8.00	22.94
(TS 33) MISSION GORGE TRUNK SEWER ⁵	8.09	O11S137	J15S271	3.59	8.00	22.94
(TS 7) ALVARADO TRUNK SEWER ⁵	3.63	L16S436	J15S271	3.63	0.26	1.55
(TS 5) NORTH MISSION VALLEY TRUNK SEWER ^{5,6}	6.98	J15S271	E17S335	5.96	8.26	24.49
Overall :					8.26	24.49

NOTES:

1. Metro facilities and non-city sewer lines are excluded from this table.
2. Average Capacity is the 2050 projected average dry weather flow based on SANDAG Series 13 population projections.
3. Peak Capacity is the 2050 projected peak wet weather flow based on SANDAG Series 13 population projections.
4. East Mission Gorge Pump Station (EMGPS) and force main expenses are recovered as part of O&M, not mileage.
5. El Cajon pays San Diego muni transportation for a total of 9.52 miles. See Exhibit B for more details.
6. San Diego bills La Mesa for El Cajon's flow. See Exhibit B for more details.

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**EXHIBIT B
FACILITIES USED BY EL CAJON
SEWAGE TRANSPORTATION AGREEMENT**



EXHIBIT C UNIT TRANSPORTATION RATE

I. Computation Methodology:

The Transportation Rate is based on O & M costs associated with the use of the conveyance systems and billing units in terms of Million Gallons-Miles (MG-Mile). O&M Costs are apportioned between small diameter pipes (SDP) defined as less than eighteen inches and large diameter pipes (LDP) defined as equal to or greater than eighteen inches based on the costs to service large diameter pipes. This method provides information on the amount of flow, the individual lines utilized for transport, and the total mileage used in the municipal system.

II. Base Transportation Rate:

Pipe Diameter	Billing Units MG-miles	Length, miles	O&M Cost	Unit cost \$/mg - mile	Agency		Rate \$/mg - mile
					Billing Units MG-miles	Cost	
<18"	329,722	2,538	\$52,790,764	\$160.11	2,255	\$361,041	\$0.77
=>18"	1,407,607	281	\$4,612,328	\$3.28	469,428	\$1,538,182	\$3.26
Total	1,737,329	2,819	\$57,403,092		471,683	\$1,899,223	\$4.03

III. Transportation Rate effective July 1, 2008 through June 30, 2009 is \$4.16¹

¹ The base transportation rate adjusted by the average inflation rate for California in 2007 of 3.2% per the State of California Economic Forecast Index. This is consistent with Section VI.A. of the Municipal Sewage Transportation Agreement.

IV. Transportation Rate effective July 1, 2009 through June 30, 2010 is \$4.30²

² The base transportation rate adjusted by the average inflation rate for California in 2008 of 3.4% per the State of California Economic Forecast Index. This is consistent with Section VI.A. of the Municipal Sewage Transportation Agreement.

V. Transportation Rate effective July 1, 2010 through June 30, 2011 is \$4.30³

³ The base transportation rate adjusted by the average inflation rate for California in 2009 of -0.1% per the State of California Economic Forecast Index (website: <http://sacramentoforecastproject.org/ca/CALIF.htm>). This is consistent with Section VI.A. of the Municipal Sewage Transportation Agreement.

VI. Transportation Rate effective July 1, 2011 through June 30, 2012 is \$4.36⁴

⁴ The base transportation rate adjusted by the average inflation rate for California in 2010 of 1.4%* per the State of California Economic Forecast Index (website: <http://sacramentoforecastproject.org/ca/CALIF.htm>). This is consistent with Section VI.A. of the Municipal Sewage Transportation Agreement.

* As of 1/20/12, the inflation rate was adjusted to 1.3%. The 0.1% difference does not impact the rate.

VII. Transportation Rate effective July 1, 2012 through June 30, 2013 is \$4.47⁵

⁵ The base transportation rate adjusted by the average inflation rate for California in 2011 of 2.6% per the State of California Economic Forecast Index (website: <http://sacramentoforecastproject.org/ca/CALIF.htm>). This is consistent with Section VI.A. of the Municipal Sewage Transportation Agreement.

EXHIBIT C
UNIT TRANSPORTATION RATE

VIII. Transportation Rate effective July 1, 2013 through June 30, 2014 is \$6.76

The Revised Municipal Transportation Rate is based on actual data from FY 2010 through FY 2012

Pipe Diameter	Billing Units, MG-Miles	Length, Miles	O&M Cost	Unit Cost \$/mg - mile	Agency		
					Billing Units, MG-Miles	Cost	Rate \$/mg - mile
< 18"	160,390	2,593	\$ 27,472,492	\$171.29	407	\$69,662	\$0.82
≥ 18"	285,267	240	\$ 1,702,635	\$5.97	84,664	\$505,321	\$5.94
Total	445,658	2,833	\$ 29,175,127		85,070	\$574,983	\$6.76

IX. Transportation Rate effective July 1, 2014 through June 30, 2015 is \$6.85⁶

⁶ The base transportation rate adjusted by the average inflation rate for San Diego in 2013 of 1.3% per United States Department of Labor, Bureau of Labor Statistics Data (website: <http://bls.gov/data/>, Series Report: cuusa424sa0). This is consistent with Section 6.1.1. of the Municipal Sewage Transportation Agreement.

X. Transportation Rate effective July 1, 2015 through June 30, 2016 is \$6.98⁷

⁷ The base transportation rate adjusted by the average inflation rate for San Diego in 2014 of 1.9% per United States Department of Labor, Bureau of Labor Statistics Data (website: <http://bls.gov/data/>, Series Report: cuusa424sa0). This is consistent with Section 6.1.1. of the Municipal Sewage Transportation Agreement.

XI. Transportation Rate effective July 1, 2016 through June 30, 2017 is \$7.09⁸

⁸ The base transportation rate adjusted by the average inflation rate for San Diego in 2015 of 1.6% per United States Department of Labor, Bureau of Labor Statistics Data (website: <http://bls.gov/data/>, Series Report: cuusa424sa0). This is consistent with Section 6.1.1. of the Municipal Sewage Transportation Agreement.

XII. Transportation Rate effective July 1, 2017 through June 30, 2018 is \$7.23⁹

⁸ The base transportation rate adjusted by the average inflation rate for San Diego in 2016 of 2.0% per United States Department of Labor, Bureau of Labor Statistics Data (website: <http://bls.gov/data/>, Series Report: cuusa424sa0). This is consistent with Section 6.1.1. of the Municipal Sewage Transportation Agreement.

EXHIBIT D
SEWER CROSS-CONNECTION STRUCTURES

No Cross-Connections

EXHIBIT E

EAST MISSION GORGE PUMP STATION CIP AND O&M COST SHARING ⁽³⁾

AGENCY	A	B	C	D	D+C	B+C+D	Flow Weighted Length		% based on D+C	E	
	Contractual Peak EMG Trunk Sewer Capacity	Reallocation of Contractual Peak EMG Trunk Sewer ^{(1) (2)}	Overflow Peak ⁽¹⁾	Future Wet Weather 2030 Buildout w/adjustment ⁽⁴⁾	Future Peak Requested + Overflow ⁽⁵⁾	TOTAL Future Peak capacity Combined System	CIP Allocation EMG Trunk Sewer		Allocation of O&M FM/PS Costs & Design Capacity %	Assignment of Design Capacity FM/PS	
El Cajon	15.0	15.0	0.0	7.0	7.0	22.0	15.0	42,741	49.03%	23.33%	7.0
Padre Dam	9.7	8.7	1.0	2.0	3.0	11.7	8.7		28.47%	9.96%	3.0
County	7.1	4.3	2.8	5.4	8.2	12.5	4.3		14.05%	27.34%	8.2
Metro					11.8					39.37%	11.8
City San Diego							3.8	29,043	8.44%		
GRAND TOTAL	31.8	28.0	3.8	14.4	30.0	46.2	31.8		100%	100%	30.00

⁽¹⁾ Last in First Out used to calculate overflow peak; El Cajon has rights in perpetuity per previous agreement and was first in.

⁽²⁾ Due to the relining of EMG Trunk Sewer, 3.8 MGD Capacity was lost.

⁽³⁾ Data used is based upon the 2/3/2009 submitted and agreed to cost sharing plan by Padre Dam, El Cajon and County. In 2011 Padre Dam submitted a revised proposal, information has also been incorporated into this calculation.

⁽⁴⁾ Adjustment to the 2030 buildout with adjustment reflect the following adjustments: El Cajon Initially requested 7 MGD of future wet weather 2030 buildout; however,

⁽⁵⁾ EMGPS was built as a temporary pump station with the ultimate plan to convert the pump station into an influent pump station and force main to a transmission main

NOTES:

1. "Flow Weighted Length" column: length of EMG Trunk Sewer for El Cajon, Padre Dam and County - 42,741 feet - is the length of the EMG Trunk sewer from manhole to manhole.
2. "Flow Weighted Length" column: length EMG Trunk Sewer for San Diego - 29,043 feet - is less than the length for the agencies because San Diego comes in at the end of the trunk sewer.
3. "Flow Weighted Length" column: flow weighted percentages for each agency were arrived at by multiplying capacity times length for each agency; then adding all agencies, including San Diego, and dividing it by the total.



City Council
Agenda Report

DATE: April 9, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: City Council Vacancy

RECOMMENDATION:

That the City Council accepts applications through April 17, 2019, 5:00 p.m., to fill a vacant City Council position, and appoints an individual at the April 23, 2019 meeting.

BACKGROUND:

On the evening of March 26, 2019, Mr. Kalasho informed City staff of his resignation from the El Cajon City Council. The effective date of the resignation is established when the written notice is filed with the City Clerk. This filing occurred on March 27, 2019.

This staff report provides the City Council with legal background about filling the vacancy, makes a recommendation regarding a method to fill the vacancy, presents a draft application form, and puts forth selection process options for consideration.

Legal Considerations

Pursuant to Government Code §36512, the City Council must either fill the vacancy by appointment or call a special election to fill the vacancy within 60 days from the commencement of the vacancy. If the City Council fails to fill the vacancy, then a special election is called by default. This special election would need to occur within 114 days of the decision to hold an election.

The Government Code also indicates that the person appointed or elected to fill a vacancy holds the office for the unexpired term of the former incumbent. Given that Mr. Kalasho held an at-large City Council position through November 2020, the appointed or elected Councilmember will also fill an at-large seat through the municipal election in 2020.

Options & Recommendation

As stated above, the City Council may consider two methods to fill the vacancy: 1) the Government Code allows for an appointment to be made, or 2) call for a special election. Staff recently researched the cost of holding a special election and concluded that the expenses could range between \$400,000 and \$600,000. These costs are determined by the County's Registrar of Voters.

Given that the term is for less than two years and the cost of conducting an election is costly, staff recommends that the City Council appoint an individual to fill the vacancy. Staff further recommends that an application be made available to the public immediately following the April 9th City Council meeting and that applications be accepted until April 17, 2019, 5:00 p.m. (this provides sufficient time to publish the April 23rd agenda with the applications).

Proposed Application

Staff has prepared a draft application for City Council consideration (attached to this report). This application has several features: 1) A cover page with basic requirements for the position and information about eligibility (residency, voter registration, and felony record), 2) a supplemental questionnaire that asks about employment and education, and 3) three additional possible questions for consideration. Staff seeks City Council feedback on whether to include any of the questions on page 3 or other possible questions. In addition to the application, staff recommends that applications be screened to verify accuracy of voter registration information—a report with any discrepancies will be made available to the City Council. For reference, staff has also attached the application used the last time a vacancy on the City Council occurred in 2013.

Selection Process Options

Staff believes there are several approaches that can be taken to deliberate and select the appointment. Staff also considers it important to discuss the process that it wishes to take prior to the meeting on April 23rd.

Staff suggests three ways to engage with the applicants:

1. Allow each candidate up to three minutes to provide a presentation. The City Council, under this scenario, would not ask questions of the applicant.
2. Allow each candidate to provide a brief introduction and then allow each City Councilmember to ask a question of the candidate.
3. Allow each City Councilmember, at the beginning of the discussion on April 23rd, to nominate two or three individuals which they would like to interview. From the applicants nominated, the City Council would allow each to make a brief statement and then conduct an interview.

Each of these approaches may work better depending on the number of applicants that wish to be considered.

Prepared By: Graham Mitchell, City Manager

Reviewed By: N/A

Approved By: N/A

Attachments

Application - City Council Vacancy (2019)

Application - City Council Vacancy (2013)



Date Received:

APPLICATION FOR CITY COUNCIL APPOINTMENT TO FILL VACANCY

Thank you for your interest in serving the community as a member of the El Cajon City Council.

Name: _____ Date: _____

The following questions represent the minimum qualifications to serve on the El Cajon City Council:

Are you a Registered Voter? Yes No

Are you a resident of the City of El Cajon? Yes No

Have you ever been convicted of a felony? Yes No

APPLICATIONS MUST BE PRINTED, SIGNED, AND DELIVERED TO THE CITY CLERK BY:

WEDNESDAY, APRIL 17, 2019 AT 5:00 PM

NOTE: Once a councilmember application is filed with the City, it becomes a public record and is available to the public.

GENERAL INFORMATION

Term of Office & Position Type: The council seat currently vacant commenced in November 2016, prior to the establishment of the four City Council districts within the City. Therefore, this position continues its At-Large status and the term of office will begin upon appointment and continue until the end of the original four year term, November 2020.

City Council: The City of El Cajon is a charter city with a popularly elected mayor and a council-manager system of government. The five City Council members are elected for overlapping four-year terms with elections held in November of even-numbered years.

Incompatible Offices: California Government Code Section 1099 restricts the ability of public officials to hold two public offices if:

- Either office exercises a conflicting interest from which the other may benefit; or
- A clash of duties or loyalties exist between the offices; or
- Public policy considerations that make it improper.

Form 700: Upon appointment, the candidate is required to file Form 700 according to the provisions of the Political Reform Act, the Fair Political Practices Commission, and the City's Conflict of Interest.

Applicant's Name:

APPLICANT INFORMATION

NAME: _____

ADDRESS: _____

PHONE: _____ **EMAIL:** _____

SUPPLEMENTAL QUESTIONNAIRE

EMPLOYMENT & EDUCATION

Please list your current employer and title, as well as any former relevant employment history that you believe best qualifies you for this appointment.

Please detail your educational background and any certificates or degrees that you have obtained, which prepare you for this appointment.

Application to Fill City Council Vacancy

Critical Dates

Opening Date: Monday, November 18, 2013 at 5:30 pm
Closing Date: Wednesday, December 4, 2013 at 5:30 pm
Tentative City Council Review: Tuesday, December 10, 2013 at 7:00 pm

★★★ NO LATE APPLICATIONS WILL BE ACCEPTED ★★★

Name: _____

Address: _____

Telephone: _____

E-mail: _____

Questions 1-4 represent the minimum qualifications to serve on the El Cajon City Council.

1. Do you reside within the city limits of the City of El Cajon?

Yes No

2. Are you 18 year old or older?

Yes No

3. Are you a citizen of the U.S.?

Yes No

4. Have you ever been convicted of a felony?

Yes No

9. Briefly describe your involvement with non-City organizations that benefit the residents and/or businesses in the City of El Cajon.

Signature

Date

Submit completed applications to:

City of El Cajon
Office of the City Clerk
200 Civic Center Way
El Cajon, CA 92020



City Council Agenda Report

Agenda Item 11.

DATE: April 9, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Vince DiMaggio, Assistant City Manager
SUBJECT: Consider Directing Staff to Retain Consultant Services to Examine Development Impact Fees.

RECOMMENDATION:

That the City Council directs staff to retain the services of a qualified consultant to analyze the possible initiation of development impact fees.

BACKGROUND:

El Cajon currently relies on the City's General Fund with regard to growth and development impacts that happen within the City. Some examples of the impacts are increased traffic, additional connections to utility services, and more demand on safety personnel. The purpose of this report is to address some concerns regarding the current practice of absorbing these development impacts into the General Fund, provide some alternatives, and finally, seek direction from the City Council on how staff should proceed.

Concerns that staff recognizes regarding the over reliance on the General Fund begin with the ½ cent sales tax measure, Proposition J, which will expire in 2029. Additionally, the cost of doing business continues to rise, which means the cost of staffing and materials will only increase into the future for the City to maintain the infrastructure. This will contribute to further reliance directly on the taxpayer, through the continued and ongoing use of the General Fund, and will lead to funding shortages for other items that it typically funds. These factors lead to a concern of the long-term impact of development in the City.

Currently, 15 other cities in San Diego County assess some form of Development Impact Fee on developers and the funds are used to offset growth impacts previously mentioned. Examples include fees related to development impacts on sewers, roads, parks, police/fire, and others. The vast majority of cities throughout the state use some level of Development Impact Fees to offset the impacts to critical infrastructure that accompany population growth. These fees—that would be covered by developers—would offset some of the cost to the City of El Cajon for ensuring the integrity of its infrastructure.

Some potential options that staff recognizes are: (1) Do nothing—this would continue the unsustainable reliance on the City's General Fund and may have fiscally detrimental consequences; (2) Ask voters for a new tax—one that might extend or replace Proposition J funds beyond the 2029 expiration. Although this would extend this source of revenue for the General Fund, this mirrors and may merely perpetuate reliance on the General Fund to pay for

these impacts; or (3) Explore the possibility of enacting reasonable development impact fees in the City of El Cajon. These fees would provide an additional source of funding for the City, which would be dedicated to mitigating the impacts of developments by assessing related fees to developers.

Prepared By: Ryan Villegas, Management Analyst

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: April 9, 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:

- March 25, 2019 - Westboro Baptist Church Protests
- March 27, 2019 - Interview w/ NBC Channel 7 and CBS Channel 10
- March 28, 2019 - Lunch w/ Escondido Mayor Paul McNamara
- March 28, 2019 - El Cajon Courtyard Marriott Anniversary Event
- March 31, 2019 - Chaldean Babylonian New Year Celebration
- April 3, 2019 - SANDAG Internal Auditor Meeting
- April 4, 2019 - Video Message for Mayor's Prayer Lunch
- April 4, 2019 - City/County Mental Health Advisory Board
- April 4, 2019 - Touchstone Communities
- April 8, 2019 - LAFCO Meeting
- April 9, 2019 - City Council Meeting(s)

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

Submitted By: Bill Wells, Mayor



City Council
Agenda Report

Agenda Item 13.

DATE: April 9, 2019
TO: Honorable Mayor and City Councilmembers
FROM:
SUBJECT: Legislative Report

RECOMMENDATION:

Attachments

Legislative Report 04-09-19



LEGISLATIVE REPORT

BILL	NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS/ LAST ACTION DATE
AB	377	Garcia	Microenterprise home kitchen operations.	3/26/19		Assembly	3/11/19 – Amended in Assembly
SB	5	Beall and McGuire	Affordable Housing and Community Development Investment	3/26/19	Support	Senate	3/18/19 – Amended in Senate.
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	3/11/19 – Amended in 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

Agenda Item 14.

DATE: April 9, 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:

April 4, 2019 - METRO Wastewater Meeting
April 4, 2019 - Heartland Fire Training Authority
April 9, 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

Agenda Item 15.

DATE: April 9, 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:

Nothing to report.

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

Submitted By: Bob McClellan, Councilmember



City Council
Agenda Report

Agenda Item 16.

DATE: April 9, 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:

- March 29, 2019 - Home of Guiding Hands Event
- April 2, 2019 - Meeting requested by Humbert C.
- April 2, 2019 - Phone Call requested by Chetal Patel
- April 3, 2019 - Respond to JoAnne O. and Angela W. re: Encampment
- April 6, 2019 - Attend TEDx Event by CVUSD
- April 6, 2019 - Speak at Grandparents Raising Grandchildren Event
- April 8, 2019 - Meeting with the City Manager
- April 9, 2019 - City Council Meeting

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

Submitted By: Steve Goble, Deputy Mayor



City Council
Agenda Report

DATE: April 9, 2019
TO: Honorable Mayor and City Councilmembers
FROM:
SUBJECT: Ordinance Amending Specific Plan No. 182

RECOMMENDATION:

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

An Ordinance Amending Specific Plan No. 182 to allow for free standing signs up to 20 feet high on qualifying development sites

Attachments

5080 Ordinance Amending SP182

ORDINANCE NO. ____

AN ORDINANCE AMENDING SPECIFIC PLAN NO. 182
TO ALLOW FOR FREE STANDING SIGNS UP TO
20 FEET HIGH ON QUALIFYING DEVELOPMENT SITES

WHEREAS, Specific Plan No. 182 ("SP 182") is intended to create a mixed use urban village in downtown El Cajon, and includes special development standards and design requirements for new developments, external building renovations, and signs; and

WHEREAS, SP 182 allows for freestanding signs up to eight feet high and up to 120 square feet on qualifying development sites; and

WHEREAS, there are several large sites that have frontage on primary corridors where a taller freestanding sign will promote commerce, investment, tourism, and visitation while protecting and preserving the visual environment; and

WHEREAS, the Planning Commission adopted Resolution No. 10971 recommending City Council approval of the proposed CEQA exemption and Specific Plan Amendment; and

WHEREAS, the El Cajon City Council (the "City Council") held a duly advertised public hearing on March 19, 2019, to consider an amendment to SP 182 to allow for a taller freestanding sign on certain sites; and

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

- A. Based upon the record as a whole, the City Council hereby finds that the proposed amendments to SP 182 are exempt from CEQA pursuant to the "General Rule" that CEQA only applies to projects that have the potential for causing a significant physical effect on the environment, (CEQA Guidelines, section 15061(b)(3)). The proposed amendment is minor in nature due to limitations imposed by design standards and does not raise this project to a level of significance that warrants CEQA analysis because the intensity of allowable signage is not increased and there are no potentially significant environmental effects.
- B. The proposed specific plan amendment is applicable to the downtown area and would create an opportunity for larger sites in the downtown to adequately identify businesses, uses, events, and services to the public.
- C. SP 182 focuses on a particular portion of the City where special circumstances require a more detailed framework of development than the General Plan, and more detailed standards than the general provisions of the Zoning Code. This approach effectively establishes a link between General

Plan implementing policies and potential development proposals in the defined area. The proposed amendment enhances economic revitalization and aesthetic quality in the downtown; and

WHEREAS, after considering such evidence and facts, the City Council did consider Amendments to SP 182 as presented at its meeting.

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

SECTION 1. That the foregoing recitals are true and correct, and are findings of fact of the City Council in regard to this Amendment to SP 182.

SECTION 2. That based upon said findings of fact, the City Council approves Amendment to SP 182.

SECTION 3. Section VI.H.4 of the Specific Plan No. 182 – Downtown Master Plan is hereby repealed.

SECTION 4. A new section VI.H.4 of the Specific Plan No. 182 – Downtown Master Plan is hereby added to read as follows:

4. Freestanding Signs.

Freestanding signs shall be limited to monument signs with one monument sign permitted for each street frontage of each development. Except as otherwise provided below, the maximum height of a monument sign is eight feet and the maximum sign area is one hundred twenty (120) square feet per face. Notwithstanding the foregoing, for developments that are seven acres or more, freestanding signs (1) may be up to 20 feet high and no more than five feet wide and limited to 100 square feet of sign area per sign face; and (2) shall not be on a single pole and must be designed as a solid architectural feature (e.g. blade sign).

Unless a freestanding sign is set back at least ten feet perpendicular from the public right-of-way, it shall be located at least fifteen feet to the side of any driveway or interior property line to assure visibility. On any corner radius, a freestanding sign shall be set back from the public right-of-way unless it is demonstrated that safe and proper visibility can be maintained at a lesser setback.

SECTION 5. This ordinance shall become effective thirty (30) days following its passage and adoption.

03/26/19 CC Agenda – 1st Reading
04/09/19 CC Agenda – 2nd Reading