



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

Council Chamber  
200 Civic Center Way  
El Cajon, CA 92020

## Agenda

JUNE 11, 2019, 3:00 p.m.

Bill Wells, Mayor  
Steve Goble, Deputy Mayor  
Gary Kendrick, Councilmember  
Bob McClellan, Councilmember  
Phil Ortiz, 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 May 28, 2019, Meeting and the Agendas of the June 11, 2019, Meetings in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

**PRESENTATIONS:**

**Presentation: Movie in the Park**

**Proclamation: San Diego County Water Authority - 75th Anniversary**

## 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 May 28, 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 waives the reading in full of all Ordinances on the Agenda.

4. Contract for Workers' Compensation Administration

RECOMMENDATION:

That the City Council authorizes the City Manager to execute an Agreement for Professional Services with York Risk.

5. Resolution of Intent to Vacate Easement for Public Highway at 512 Raleigh Avenue, El Cajon, CA

RECOMMENDATION:

That the City Council:

1. Adopts the next Resolution, in order, approving the City's Intent to Vacate Easement for Public Highway at 512 Raleigh Avenue; and
2. Directs the City Clerk to set a Public Hearing on July 9, 2019, at 3:00 p.m., to receive testimony regarding the Intent to Vacate Easement for Public Highway at 512 Raleigh Avenue, El Cajon, CA.

6. Tentative Agreement with the El Cajon Professional Firefighters Local 4603 (ECPFF)

**RECOMMENDATION:**

That the City Council approves the tentative agreement reached with the El Cajon Professional Firefighters Local 4603 (ECPFF), authorizes the City Manager to execute the final Memorandum of Understanding implementing the terms outlined, and adopts the next Resolution, in order, if approved.

7. Tentative Agreement with the El Cajon Police Officers' Association Management Group (ECPOAMG)

**RECOMMENDATION:**

That the City Council approves the tentative agreement reached with the El Cajon Police Officers' Association Management Group (ECPOAMG), authorizes the City Manager to execute the final Memorandum of Understanding implementing the terms outlined, and adopts the next Resolution, in order, if approved.

8. Tentative Agreement with the El Cajon Police Officers' Association (ECPOA)

**RECOMMENDATION:**

That the City Council approves the tentative agreement reached with the El Cajon Police Officers' Association (ECPOA), authorizes the City Manager to execute the final Memorandum of Understanding implementing the terms outlined, and adopts the next Resolution, in order, if approved.

9. Award of Bid No. 005-20 – Fire Station 9 Driveway

**RECOMMENDATION:**

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

1. Approve Plans and Specifications for Fire Station 9 Driveway, Bid No. 005-20;
2. Find the first low bidder non-responsive for the reason set forth in this agenda report; and
3. Award the bid to the lowest responsive, responsible bidder, Portillo Concrete, Inc., in the amount of \$66,310.

**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:**

#### 10. Delinquent Refuse Collection Charges

##### RECOMMENDATION:

That the City Council:

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

#### 11. Delinquent Sewer Service Charges

##### RECOMMENDATION:

That the City Council:

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

#### 12. Adoption of New Fees; Modification and Elimination of Existing Fees; and Amendment of Schedule of Miscellaneous Fees

##### RECOMMENDATION:

That the City Council:

1. Opens the Public Hearing and receives testimony;
2. Closes the Public Hearing; and
3. Adopts the next Resolution, in order, to modify certain existing fees, add and delete certain fees, and amend the City's Schedule of Miscellaneous Fees.

## **ADMINISTRATIVE REPORTS:**

## **COMMISSION REPORTS:**

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

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

13. Council Activity Report
14. Legislative Report
15. Proposed SANDAG Changes to the Regional Funding Priorities of the San Diego County Transportation Sales Tax (TransNet)

### **RECOMMENDATION:**

That the City Council receives a presentation from SANDAG regarding “the SANDAG Big Vision and 5 Big Moves for the 2021 Regional Plan Update,” discuss proposed shift of SANDAG TransNet funds from road projects to transit projects, and consider a letter opposing SANDAG’s proposed shifting of funds from existing highway and road projects.

16. Compensation for Executive and Unrepresented Employees (A-29), City Manager and the City Attorney

### **RECOMMENDATION:**

That the Mayor provides an oral report summarizing recommended changes in compensation for the City’s “local agency executives”; and following the report, that the City Council (1) approves the changes to City Council Policy A-29 described in the report, and reflected on the attachment; and (2) acknowledges the adjustments to the City Manager and City Attorney’s compensation in accordance with the terms of their contracts.

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

17. **COUNCILMEMBER GARY KENDRICK**  
METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.
18. **COUNCILMEMBER BOB MCCLELLAN**  
MTS (Metropolitan Transit System Board); Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate.
19. **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.

20. **COUNCILMEMBER PHIL ORTIZ**  
East County Economic Development Council; League of California Cities, San Diego Division.
21. Code of Ethics and Conduct for City Council, Boards, and Commissions

**RECOMMENDATION:**

That the City Council directs City staff to prepare an agenda item analyzing the City's current code of ethics and conduct policies and recommend changes to engender trust and confidence in City leadership.

**JOINT COUNCILMEMBER REPORTS:**

**GENERAL INFORMATION ITEMS FOR DISCUSSION:**

**ORDINANCES: FIRST READING**

22. Introduction of an Ordinance Amending Chapter 3.20 of the El Cajon Municipal Code for Bidding and Written Contracts

**RECOMMENDATION:**

That the City Council considers approving an Ordinance amending Chapter 3.20 of the El Cajon Municipal Code ("ECMC") related to Bidding and Written Contracts and, if approved, take the following actions:

1. By Motion, Second and Vote, moves to introduce the Ordinance; and
2. Directs the City Clerk to read the title of the Ordinance.

**ORDINANCES: SECOND READING AND ADOPTION**

**CLOSED SESSIONS:**

23. 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

**ADJOURNMENT: The Regular Joint Meeting of the El Cajon City Council/ El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 11th day of June 2019, is adjourned to Tuesday, June 11th, 2019, at 7:00 p.m.**



City Council  
Agenda Report

**Agenda Item 1.**

**DATE:** June 11, 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

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**RECOMMENDATION:**

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the May 28, 2019, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

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Attachments

05-28-19 Draft Minutes - 3 PM

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



## MINUTES

### CITY OF EL CAJON EL CAJON, CALIFORNIA

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**May 28, 2019**

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/ Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, May 28, 2019, was called to order by Mayor/Chair Bill Wells at 3:02 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

#### ROLL CALL

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

**Mayor Wells invited Tamara Otero, President of the Cajon Valley Union School District Board of Trustees, 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 May 14, 2019, meetings and the Agenda of the May 28, 2019, meeting in accordance with State Law and El Cajon City/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.



**PRESENTATIONS:**

- Proclamation: San Ysidro Health Day and 50th Anniversary
- Recognition: Crime Free Motel/Hotel Program
- Presentation: Update - America on Main Street Event
- Presentation: America on Main Street - Poster Winner

**AGENDA CHANGES: None**

**CONSENT ITEMS: (1 – 7)**

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

**MOTION CARRIED BY UNANIMOUS VOTE.**

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

Approves Minutes of the May 14, 2019, meetings 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. Transit Facility Improvements 2019 Project Acceptance

Accepts the Transit Facility Improvements 2019 Project, Bid Number 017-19; and Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

## CONSENT ITEMS: (Continued)

5. 2018 Office of Emergency Services (CalOES) - Coverdell Forensic Science Improvement Grant
  1. Authorizes the City Manager or designee to accept the 2018 CalOES – Coverdell Forensic Science Improvement Grant in the amount of \$53,258, and to execute any grant documents and agreements necessary for the receipt and use of these funds; and
  2. Appropriates funds in the amount of \$53,258 to purchase the following items:
    - 1) A Foster & Freeman DCS5 VIS/IR Tilt and Shift Lens to improve the quality of Latent Print processing (\$2,458); and 2) Forensic Lab Compliance Software to be used by the Lab to assist with organizing and maintaining laboratory documents (\$50,800).
  
6. Tentative Agreement with the El Cajon Municipal Employees' Association (ECMEA)

Adopts Resolution No. 048-19, approving the tentative agreement reached with the El Cajon Municipal Employees' Association (ECMEA), authorizes the City Manager to execute the final Memorandum of Understanding implementing the terms outlined.

7. Tentative Agreement with the El Cajon Mid-Management and Professional Employees' Group (MMPEG)

Adopts Resolution No. 049-29, approving the tentative agreement reached with the El Cajon Mid-Management and Professional Employees' Group (MMPEG), authorizes the City Manager to execute the final Memorandum of Understanding implementing the terms outlined.

## PUBLIC COMMENT:

**Louisa LLanis**, on behalf of Larry Wilske, a retired Master Chief with the Navy SEAL and candidate of the 50<sup>th</sup> Congressional District, offered support to City Council.

**Luis Valdivia**, representing Del Mar Fairgrounds, extended an invitation for everyone to attend the San Diego County Fair.

**Jim Cirigliano** complimented the America on Main Street event. Mr. Cirigliano thanked **City Manager Mitchell** for meeting with him, and congratulated **Councilmember Ortiz** on his appointment.

**PUBLIC COMMENT: (Continued)**

Conversation ensued amongst Mr. Cirigliano and Councilmembers in reference to the rent mediation process, and how El Cajon compares to neighboring cities, regarding leases.

**WRITTEN COMMUNICATIONS: None**

**PUBLIC HEARINGS: None**

**ADMINISTRATIVE REPORTS:**

- 8. Planning Commission Vacancy

**RECOMMENDATION:**

That the City Council provides direction on filling a Planning Commission vacancy.

**DISCUSSION**

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

**Councilmember Kendrick** spoke in support of Staff's recommendation to reopen the application process.

**MOTION BY KENDRICK, SECOND BY McCLELLAN, to OPEN a full recruitment with the intention to make an appointment on July 9, 2019.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

- 9. City Council Meeting Schedule

**RECOMMENDATION:**

That the City Council considers canceling one of the mid-summer meetings, as it has in past years. Staff recommends that the City Council discuss and consider canceling the August 27, 2019 meeting.

**DISCUSSION**

**City Manager Mitchell** provided a summary of the Item.

**ADMINISTRATIVE REPORTS: (Item 9 - Continued)**

Discussion ensued among **Council** and **Staff** regarding any urgent projects that would determine if a meeting is necessary.

**MOTION BY KENDRICK, SECOND BY McCLELLAN, to CANCEL the August 27, 2019 meeting.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

**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.

10. Council Activities Report/Comments

Report as stated.

11. Legislative Report

**Assistant City Manager DiMaggio**, provided information on the following bills:

AB 1332 - Sanctuary State Contracting and Investment Act. Bill held under submission.

SB 50 - Proposes certain changes to the current density bonus law. Bill held under submission.

AB 516 - Authority to remove vehicles. Bill approved.

AB 1356 - Retail commercial cannabis activity. Bill ordered to third reading.

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

In a response to a question by **Mayor Wells** regarding the threshold for the adult cannabis sales bill, **Assistant City Manager DiMaggio**, advised that the City reviewed the vote percentages, and determined that almost every precinct in the city had at least a 50 vote in favor of the measure.

**ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS: (Item 11 - Continued)**

In response to a question by **Councilmember Kendrick** in reference to dispensary ratios to liquor store allowance in the city, **Assistant City Manager DiMaggio**, stated that there seems to be a tie with the number of liquor stores per census track.

12. City Council Assignments

**RECOMMENDATION:**

That the City Council approves City Council assignments (as identified in table below) to various boards and commissions representing El Cajon.

**DISCUSSION**

**City Manager Mitchell** provided a summary of the Item.

**Mayor Wells** removed himself from the League of California Cities, San Diego Division; and **Deputy Mayor Goble** removed himself from the East County Economic Development Council, which will be represented by **Councilmember Ortiz**.

**MOTION BY WELLS, SECOND BY McCLELLAN, to APPROVE City Council assignments to various boards and commissions representing El Cajon.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

**ACTIVITIES REPORTS OF COUNCILMEMBERS:**

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

Council Activities Report/Comments.

Report as stated.

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

Council Activities Report/Comments.

Report as stated.

**ACTIVITIES REPORTS OF COUNCILMEMBERS: (Continued)**

15. 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.

16. COUNCILMEMBER PHIL ORTIZ

Council Activities Report/Comments.

Report as stated.

**JOINT COUNCILMEMBER REPORTS: None**

**GENERAL INFORMATION ITEMS FOR DISCUSSION: None**

**ORDINANCES: FIRST READING - None**

**ORDINANCES: SECOND READING AND ADOPTION**

17. Zoning Code Omnibus for 2019 by Amendments to Title 17

**RECOMMENDATION:**

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

An Ordinance Implementing the Zoning Code Omnibus for 2019 by Amendments to Title 17.

**ORDINANCES: SECOND READING AND ADOPTION: (Continued)**

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CAJON IMPLEMENTING THE ZONING CODE OMNIBUS FOR 2019 BY AMENDMENTS TO TITLE 17 OF THE EL CAJON MUNICIPAL CODE AS FOLLOWS: CHAPTER 17.10 - *ADMINISTRATION, INTERPRETATION, AND ENFORCEMENT*, SECTION 17.10.010 (ADMINISTRATION, INTERPRETATION, AND ENFORCEMENT); CHAPTER 17.115 - *GENERAL LAND USE REGULATIONS AND PERFORMANCE STANDARDS*, SECTION 17.115.130 (PERFORMANCE STANDARDS); CHAPTER 17.140 - *RESIDENTIAL ZONES*, SECTIONS 17.140.060 (RESIDENTIAL LOT REQUIREMENTS), 17.140.120 (ACCESSORY STRUCTURES), 17.140.170 (SINGLE-FAMILY DWELLING REVIEW PROCEDURES), 17.140.180 (ACCESSORY AND JUNIOR ACCESSORY DWELLING UNITS), AND 17.140.210 (RESIDENTIAL LAND USE TABLE); CHAPTER 17.145 - *COMMERCIAL ZONES*, SECTION 17.145.150 (COMMERCIAL LAND USE TABLE); CHAPTER 17.185 - *PARKING STANDARDS*, SECTIONS 17.185.140 (JOINT USE DRIVEWAYS) AND 17.185.190 (COMMERCIAL ZONE PARKING REQUIREMENTS); CHAPTER 17.205 - *AGRICULTURE AND ANIMALS*, SECTION 17.205.030 (ORDINARY HOUSEHOLD PETS); CHAPTER 17.210 - *ALCOHOL SALES AND DEEMED APPROVED ALCOHOL SALES REGULATIONS*, SECTIONS 17.210.080 (CONDITIONAL USE PERMIT REQUIRED), 17.210.100 (OPERATIONAL STANDARDS), 17.210.130 (NEW AND MODIFIED ON-SALE ESTABLISHMENT STANDARDS), 17.210.140 (DISTANCE REQUIREMENTS – NEW AND MODIFIED ON-SALE ALCOHOL ESTABLISHMENT STANDARDS), AND 17.210.160 (REQUIRED FINDINGS – NEW AND MODIFIED ON-SALE ALCOHOL ESTABLISHMENT STANDARDS); CHAPTER 17.225 - *MISCELLANEOUS SPECIAL USES AND REGULATIONS*, SECTION 17.225.090 (OUTDOOR DINING AREAS); AND CHAPTER 17.245 - *WIRELESS COMMUNICATIONS FACILITIES*, SECTIONS 17.245.080 (PERMIT REQUIRED) AND 17.245.080 (DEVELOPMENT AND DESIGN STANDARDS)

**MOTION BY KENDRICK, SECOND BY McCLELLAN, to ADOPT Ordinance No. 5081.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

**CLOSED SESSIONS:**

18. Closed Session - Conference with Legal Counsel - Anticipated Litigation - pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9: One (1) potential case
  
19. Closed Session - Conference with Labor Negotiators pursuant to Government Code section 54957.6:

Agency Designated Representatives:

Graham Mitchell, City Manager  
Vince DiMaggio, Assistant City Manager  
Clay Schoen, Director of Finance  
Marisol Thorn, Director of Human Resources

Employee Organizations:

El Cajon Police Officers Association  
El Cajon Professional Firefighters Association - Local 4603 (ECPFF)  
El Cajon Police Officers' Association Management Group  
Executive, Unrepresented and Confidential Employees

20. Closed Session - Public Employee Performance Evaluation: City Manager

**MOTION BY WELLS, SECOND BY McCLELLAN, to ADJOURN to Closed Session at 4:02 p.m.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

RECONVENE TO OPEN SESSION AT 5:36 P.M.

**City Attorney Foley** reported the following actions:

Item #18: Direction given to legal counsel.

Item #19: Direction given to labor negotiators on all five employee organizations.

Item #20: City Council performed an evaluation of the City Manager.



**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 28th day of May, 2019, at 5:37 p.m., to Tuesday, June 11, 2019, at 3:00 p.m.**

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**ANGELA CORTEZ, CMC  
City Clerk/Secretary**

DRAFT



City Council  
Agenda Report

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dave Richards, Senior Management Analyst  
**SUBJECT:** Contract for Workers' Compensation Administration

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**RECOMMENDATION:**

That the City Council authorizes the City Manager to execute an Agreement for Professional Services with York Risk.

**BACKGROUND:**

The City is a member agency of the CSAC Excess Insurance Authority (the "EIA"), a joint powers insurance authority. The EIA offers risk pooling and insurance services to public entities. The City currently participates in the EIA's Primary Workers' Compensation and Excess Workers' Compensation insurance programs.

The Primary Workers' Compensation policy pays all claim expenses from \$0 to \$125,000 per claim. The Excess Workers' Compensation plan picks up coverage at \$125,000 and provides up to the statutory limit (required by law).

The City is continuously evaluating ways to reduce operational costs. As part of this process, staff has been exploring the option of increasing the City's Self-Insured Retention ("SIR") for its Workers' Compensation program from \$0 to \$125,000. This would eliminate the need to purchase Primary Workers' Compensation insurance. This year's premium for the Primary program is estimated at \$1,522,000.

In order to adequately compare options, the City initiated an actuarial study of its Workers' Compensation program. The study evaluated the City's cost if it increases its SIR to \$125,000.

On May 14, 2019, the City received the actuarial study. The study estimates the City's costs for claims up to \$125,000 will be \$1.23 million. This amount includes program expenses, future liabilities, and a contracted claims administrator. When compared with next year's premium of \$1.52 million it is more economical to self-insure.

Potential savings associated with self-insuring would likely take three to five years to realize. In practice, the amount budgeted for premiums would instead be used to fund the City's self-insurance program.

Based on the actuarial results, staff recommends increasing the City's SIR to \$125,000 for Workers' Compensation liability.

The City has already taken steps to increase its SIR. On April 20, 2019, the City notified the EIA of its intent to self-insure. On May 14, the City Council approved a Resolution that allows the City Manager to submit an application to the State Office of Self Insurance.

Next, the City must secure its own Third Party Administrator (“TPA”) to manage the City’s claims. The City’s current TPA is York Risk which is provided as part of the Primary Workers’ Compensation program.

Since York already administers the City’s Workers’ Compensation claims, executing a contract with York is economical and efficient. Furthermore, York is uniquely familiar with the City’s claims and caseload, thereby minimizing transition time ahead of the July 1, 2019 timeframe.

This procurement is recommended as an exception to the City’s competitive bidding requirements, pursuant to Municipal Code 3.20.010.C.5. The contract is for one year and will provide the necessary time to issue a request for bids on the City’s ongoing TPA Services.

If the contract is approved, the City will take the final steps including creating a Workers’ Compensation Settlement Policy and submitting an application to the State to self-insure.

In summary, staff recommends increasing the City’s SIR to \$125,000. In order to secure a TPA to administer the City’s claims, staff also recommends authorizing the City Manager to execute a sole source agreement with York Risk. Next, staff will draft and present a Workers’ Compensation Settlement policy for Council consideration and approval.

#### FISCAL IMPACT:

The fiscal impact of executing this agreement is estimated to be \$52,000 for one year. This money will be used to pay for the TPA agreement along with other costs associated with self-insuring the City’s Workers’ Compensation Program. These changes will be reflected in the proposed Fiscal Year 2019-20 Annual Budget.

Prepared By: David Richards, Senior Management Analyst

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

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#### Attachments

York Agreement

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## **AGREEMENT FOR CLAIMS ADMINISTRATION SERVICES**

This Agreement is entered into as of the 30<sup>th</sup> day of June, 2019 (the "Effective Date") between the **City of El Cajon** ("Principal"), a California charter city and municipal corporation, having offices at 200 Civic Center Way, El Cajon, CA 92020 and **York Risk Services Group, Inc.** ("York"), a New York corporation, with its principal place of business at One Upper Pond Road, Building F, Fourth Floor, Parsippany, New Jersey 07054 (the "Agreement").

WHEREAS, Principal desires to retain York pursuant to the terms and provisions of this Agreement to provide Claims Administration Services on claims arising out of Principal's self-insured workers' compensation insurance program (the "Program"); and

WHEREAS, York desires to be retained by Principal pursuant to the terms and provisions of this Agreement to provide Claims Administration Services on claims arising out of the Program; and

WHEREAS, York, by entering into this Agreement, will be obligated to provide Claims Administration Services to Principal on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the promises set forth hereinabove, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, York and Principal agree as follows:

### I. DEFINITIONS

A. "Claims Administration Services" shall include the administration, adjustment, management, oversight and handling of Claims arising out of Principal's Program. Claims Administration Services shall also include, but not limited to, the following services:

1. Providing supervision of the loss adjustment process;
2. Determining and implementing appropriate claims practices to conclude Claims in accordance with York's established practices;
3. Adhering to high standards of professional conduct;
4. Adjusting and managing Claims to assure that Principal and claimants receive high quality service;
5. Establishing, monitoring and timely revisions of case reserves;
6. Settling Claims within the applicable coverage terms and conditions;
7. Maintaining current knowledge of applicable adjustment practices and procedures, local practices, applicable insurance coverage, court decisions, current guidelines in the claims

- function, and Program changes and modifications (as advised by Principal);
8. Assisting in the preparation of Claims for suit, hearing, trial, or subrogation as appropriate;
  9. Acting as Principal's liaison with medical bill reviewers, first notice of loss reporting services and defense counsel;
  10. Reviewing bills of service providers;
  11. Preparing and submitting status and administrative reports in accordance with York's established practices; and
  12. Preserving subrogation rights and overseeing subrogation recovery.

B. "Claim" or "Claims" shall mean claims, arising under the Program and which are referred to York for adjusting during the term of this Agreement.

C. "Loss Adjustment Expense" shall mean, in addition to fees to be paid in accordance with Exhibit A of this Agreement, all reasonable expenses necessary to the adjustment of a Claim in accordance with this Agreement, including but not limited to, legal fees, court costs and fees for court reporters, expert witnesses, investigation, photocopies, subpoenas, photographs, bill review, utilization review and any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a Claim, loss, subrogation right or recovery. York may, but need not, elect to utilize its own staff or affiliated entities to perform these services. The parties agree that during the term of this Agreement and subsequent renewals, Loss Adjustment Expense may be more specifically defined in Exhibit A. In the event that the terms of this Agreement and Exhibit conflict as regards the definition of Loss Adjustment Expense, the language of Exhibit A will control.

D. "Systems" shall mean severally or collectively, York's proprietary claims handling system.

## II. TERM OF AGREEMENT

The term of this Agreement shall commence on June 30, 2019 and shall continue until and through June 29, 2020 (the "Term"). The Agreement shall be extended for additional terms upon mutual agreement of the parties. Upon termination of this Agreement for any reason and in accordance with Section XI, all hard copy and electronic Claims files will be transferred to Principal at Principal's expense.

## III. CLAIMS ADMINISTRATION SERVICES

Principal hereby retains York to provide Claims Administration Services, as set forth in this Agreement, including any Exhibits attached hereto, for the Claims that arise out of Principal's Program and that are assigned by Principal to York.

A. The Claims Administration Services to be rendered by York shall be in conformance with the requirements and provisions of this Agreement together with all applicable rules, orders, and interpretations issued by the applicable regulatory authorities as of the date hereof.

B. York shall perform Claims Administration Services for each Claim assigned to it hereunder in accordance with this Agreement and Exhibit A.

C. York acknowledges that execution of this Agreement does not guarantee that York will be assigned any particular number of Claims by Principal and that the Agreement is non-exclusive.

#### IV. DUTIES OF YORK

A. York will maintain sufficient staff with the necessary experience and management oversight. Adjusters assigned to Claims shall have a case load that allows proper attention to the work.

B. To the extent required by law, York will utilize only licensed adjusters and licensed private investigators, where applicable, and such adjusters and investigators shall in the rendering of their services conform to the provisions of all applicable laws, rules, orders, or written interpretations issued by the applicable regulatory authorities.

C. York will investigate, evaluate, negotiate, settle, or deny Claims within the standing authority granted to York from time to time by Principal. York may settle Claims in excess of its standing authority limits only with prior written approval of Principal, which the Principal shall, in writing, promptly grant or deny upon York's request for authority.

D. York acknowledges that all of the Claims files in its possession are the property of Principal and agrees to promptly provide access to or deliver any such file to Principal, at Principal's expense, at any time upon Principal's request.

E. York expressly agrees to hold all funds and assets of Principal that come into its control or possession during the term of this Agreement subject to the regulatory limitations of deposits insured by FDIC.

F. York will make available, through York's proprietary claims system, claim-related data with "web-enabled" access, which shall be owned and maintained at York's sole cost and expense. Principal will have "view only" access to the system. Principal will bear its own hardware, software, connection and similar costs for accessing York's electronic claims management system.

G. During the Term of this Agreement and at all times that there are open Claims being handled by York, York will fully cooperate with Principal.

H. During the Term of this Agreement and thereafter until all Claims assigned hereunder are closed, York agrees to:

1. Maintain in force a fidelity bond or equivalent insurance, such as Third Party Crime insurance, for the protection of Principal, at a limit not less than one million dollars (\$1,000,000), to cover the risk of loss due to the wrongful conversion of any funds and assets of Principal by York or its employees or independent contractors during the term of this Agreement;
2. Maintain in force an errors and omissions policy, at a limit not less than one million dollars (\$1,000,000) per occurrence;
3. Maintain in force a general liability policy, which upon request shall name Principal as an Additional Insured, and which provides limits not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate and two million dollars (\$2,000,000) products/completed operations aggregate;
4. Maintain in force a workers' compensation and employers liability policy, which provides coverage to employees of York at limits not less than one million dollars (\$1,000,000); and
5. Maintain in force an automobile liability policy which provides a limit of no less than one million dollars (\$1,000,000).

I. York will notify Principal's insurer of all claims which may affect the insurer's coverage in excess of Principal's self-insured retention layer in accordance with the instructions of Principal's insurer as provided to York pursuant to Section V. A. of this Agreement.

## V. DUTIES OF PRINCIPAL

A. Principal shall promptly provide York with such information as York may require, including, but not limited to, instructions from Principal's insurer, any copy of documents describing its Program, and all amendments thereto including but not limited to documents submitted to any governmental tribunals for approval of the Program, as well as incident reports and information related thereto in Principal's possession and otherwise cooperate with York in carrying out York's tasks hereunder.

B. Upon receipt of loss notices, Principal shall promptly assign the loss to York for adjusting.

C. Principal shall promptly make funds available for Claim and Loss Adjustment Expense payments with respect to Claims referred to York and respond to York's requests to issue checks in payment of Claims and such checks shall be distributed in accordance with Principal's Claims processing procedures. York, as

York may elect, shall have the right to suspend or discontinue its services hereunder in the event Principal does not timely provide such checks. Alternatively, Principal may direct that York open and maintain an account to pay Claims and Loss Adjustment Expense with Funds provided by Principal as required for that purpose. All bank charges associated with these accounts shall be borne by Principal. Any interest earned on funds in such accounts may be used by Principal to defray administrative expenses. Principal shall defend, indemnify and save harmless York from and against all claims, costs and expenses (including, but not limited to, attorneys' fees and court costs) to the extent related to or arising from Principal's failure to timely fund the account. York may (but shall not be required to) withdraw from the account funds to pay undisputed bills from York to Principal and to pay the undisputed portions of disputed bills from York to Principal.

D. Principal shall provide York with training material, along with initial and subsequent training on Principal's forms and other documents affecting Principal's obligations which are provided to York and any written interpretation thereof issued by Principal or any applicable regulatory body. During the term of this Agreement and at all times that there are open Claims being handled by York, Principal shall fully cooperate with York.

E. Principal covenants and agrees that Principal, its employees, agents or independent contractors, will not misuse the information contained within the Claims files. Principal further covenants and agrees to maintain the confidentiality of the information contained within the Claims files, as required by applicable State and Federal law and regulations.

F. Principal shall pay York for Claims Administration Services in accordance with Section VII of this Agreement.

## VI. SYSTEMS AND DATA PROCESSING

A. Although York authorizes Principal to use or have access to its Systems in performance of Claims Administration Services enumerated in this Agreement, this does not license York's system to Principal nor shall Principal have, or assert, any property interest whatsoever in the Systems or any improvements or additions York makes to its Systems during and/or in the course of York's performance under this Agreement, whether or not such improvements or additions were made at the suggestions, request or direction of Principal. Notwithstanding the foregoing, York expressly agrees that Claim-related data generated and/or maintained in connection with this Agreement or any Exhibit hereto shall be and remain the sole property of Principal and York shall have no right, title, or interest in such data other than such rights necessary to perform Claim Administration Services. York shall use anonymized, aggregated data for auditing, compliance, internal assessments, process improvement and related analytics.

B. This Agreement grants to Principal no right to possess or reproduce all or any part of the Systems used, owned or controlled by York performing all or any



part of Claims Administration Services and Principal covenants that it shall not do so.

C. York warrants that it owns all intellectual property or licenses to all intellectual property utilized as a part of its System and warrants any System furnished against malfunctions, errors or loss of data which are due solely to errors on its part. If Principal notifies York in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:

1. In the event of a malfunction, error or loss of data, upon notice by Principal within twenty (20) days of the malfunction, York will without an additional fee re-create the reports designated by Principal, using data as of the recreation date; and
2. The maximum and only liability of York for such malfunction, error or loss of data shall be its obligation to reprocess reports or regenerate data as described above.

D. THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY SOFTWARE, HARDWARE, EQUIPMENT OR DATA SUPPLIED TO PRINCIPAL BY YORK. EXCEPT AS REGARDS SOFTWARE AND/OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS AGAINST YORK, IN NO EVENT SHALL YORK BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION OR RESULTING FROM THE FURNISHING, PERFORMANCE, USE OR LOSS OF USE OF ANY SOFTWARE PROVIDED TO PRINCIPAL HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF YORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

## VII. COMPENSATION

A. York shall be entitled to receive and Principal shall be obligated to pay such fees, allowances, costs, reimbursements, or other compensation as are specified in Exhibit A.

B. Principal shall pay York the fees due under Exhibit A of this Agreement no later than thirty (30) days after Principal's receipt of York's invoice as rendered from time to time. Timely payment is an express condition of York's obligations hereunder. Principal shall identify the York invoice to which the payment applies and in the absence of said identifier, Principal approves York's application of the

payment to the oldest outstanding fees, costs or invoice. If Principal disagrees with any item on any bill, Principal shall set forth the particulars of such disagreement in writing within thirty (30) days of receipt of the bill and pay the undisputed portion of the bill. Unless Principal sets forth its disagreement with a bill as aforesaid, a bill shall be conclusively presumed valid and correct. Notwithstanding the prior sentence, in the event an audit by either party discovers that Principal has under paid or was under billed, invoices shall be adjusted to reflect agreed upon fees. Any bills not paid within 15 days after notice that it is past due shall bear interest at the lesser of the one and one-half percent (1½%) per month or the interest rate allowed by law. If York engages an attorney to collect past due amounts, the reasonable cost of such attorney together with interest as aforesaid and court costs shall be added to the amount due and shall be recoverable as a part thereof.

## VIII. AUDIT

A. York will maintain books, records, reports and other documents, in electronic or other format reasonably acceptable to Principal relating to its Claims Administration Services performed under this Agreement. All such records and documents pertaining to Claims and the Claims Administration Services rendered by York shall be the property of Principal and be open for inspection, audit and copying, at Principal's expense, by Principal and its agents or their representatives during all regular business hours with reasonable prior written notice to York. York will cooperate fully with all such agents or other representatives of Principal during audits or examinations conducted by Principal or its agents. Before the Principal can give York notice of a breach of this Agreement, based on the information received in an audit report or examination, Principal agrees to provide York with a copy of the audit report and supporting documentation.

B. For six (6) months following termination of the Agreement, Principal shall have the right to conduct the audit described in Section VIII. A. at Principal's expense plus York's then current service charge for audit support services.

C. Audits pursuant to this Section VIII shall be conducted in a manner that does not interfere with York's daily operations.

## IX. CONFIDENTIALITY

A. Both parties hereto acknowledge and agree that Principal's information, data and documentation, including but not limited to, non-public and personal information subject to the provisions of the Gramm-Leach-Bliley Act, 15 U.S.C. Subchapter 1, Sections 6801-6809 et seq., personal health information under the Health Insurance Portability and Accountability Act, 42 U.S.C. 1301, et seq., and further including, without limitation, all information, data and documentation related to manuals, lists, policyholder information, operating and other systems, business practices and procedures, any information regarding insureds insurance policies, claimants, and Claims, any business, governmental or regulatory matters of

Principal, and other information furnished to or obtained by York, pursuant to or in connection with this Agreement or in connection with the Claims Administration Services to be rendered, may be confidential ("Confidential Information"). York will not divulge, disclose or use the Confidential Information except for purposes of this Agreement, or as may be expressly agreed in writing by the parties, or as may otherwise be required or directed by applicable law or judicial process. This Section IX shall survive the termination of this Agreement, regardless of the reason for termination.

B. During the Term of this Agreement, and after its termination for any reason, Principal shall have the right to request in writing and receive from York a copy of Principal's Claim files and Claim-related records in York's possession. York agrees that Principal may seek an injunction by a court of competent jurisdiction enjoining York from violating any terms of this Agreement or the confidentiality and non-use provisions of this Section IX. Injunctive relief shall be in addition to any other remedies that Principal may have under the law. Notwithstanding the foregoing, York may retain, during the Term of this Agreement and after its termination, a copy of Claims files and the data therein including any Confidential Information contained in any computers, hard drives, servers or other data storage systems of York, for accounting, insurance, archival audit and similar purposes. York will secure said record copy against improper use or disclosure.

C. York shall be solely responsible for informing its employees, officers, and directors of the provisions of this Section and for any acts of its employees, officers or directors that violate the provisions of the Section.

D. Notwithstanding the foregoing, Principal agrees that information used for adjusting claims is not subject to statutory or regulatory restrictions against disclosure for that purpose.

## X. INDEMNIFICATION

A. York agrees to indemnify, defend and hold harmless Principal and its directors, officers, employees, and agents, from and against any and all causes of action, claims, damage, loss, costs and expenses (including, without limitation, fines, damages, liabilities, liens, losses, costs and expenses, including reasonable attorney's fees and litigation expenses) incurred by Principal, its directors, officers, attorneys, employees and agents, to the extent attributable to any material breach of this Agreement by York, or to the extent attributable to any negligent act, negligent omission, or willful misconduct, in each case by York, its officers, directors, attorneys, employees or agents.

B. Principal agrees to indemnify, defend and hold harmless York and its directors, officers, employees and agents from and against any and all causes of action, claim, damage, loss, costs and expenses (including, without limitation, fines, damages, liabilities, liens, losses, costs and expenses, including reasonable

attorneys' fees and litigation expenses) incurred by York, its directors, officers, attorneys, employees and agents, to the extent such cause of action, claim, damage, loss, cost or expense is not attributable to York's material breach of this Agreement, or the negligent or otherwise wrongful act or omission of York.

C. The above defense, indemnification and hold harmless undertakings shall survive the termination of this Agreement.

D. Principal acknowledges that York has been engaged to provide professional services and that it is not the intent of the parties that York assume any insurance risk. York shall not act as an insurer for Principal, and this Agreement shall not be construed as an insurance policy or any contract or agreement of indemnity; it being understood that York is in no event financially responsible for payment or satisfaction of claims, lawsuits, or any form of cause of action against Principal. The parties agree that the foregoing defense, indemnification and hold harmless undertakings represent a reasonable allocation of commercial risk between the parties.

E. Except as regards Principal's obligation to pay fees in accordance with Section VII of this Agreement, the parties agree that in no event shall the liability of either party under this Agreement exceed the fees paid to York for the party's applicable policy limits.

## XI. BREACH AND TERMINATION

A. If a material breach by either party of this Agreement occurs, the non-breaching party shall identify the breach by delivery of written notice thereof to the breaching party.

B. Upon delivery of written notification of breach, the breaching party shall have a period of five (5) calendar days within which time the breaching party shall cure the breach. Should the breaching party fail to fully cure the breach within the designated time frame, the non-breaching party may terminate this Agreement: (i) immediately by York if breach due to failure to pay fees due York under Exhibit A, or (ii) in thirty (30) days by delivery of written notice of termination to the breaching party. Any notice of breach or termination shall be delivered pursuant to Section XIII. C. hereto.

C. This Agreement may be terminated by a party without the necessity of any notice or right to cure, upon the occurrence of any of the following events:

1. The expiration of the Term set forth in Section II or any renewal thereof; or
2. The commencement of bankruptcy, insolvency or conservatorship proceedings by the other party, or, if such

proceedings are brought against the other party, the other party's failure to have such proceedings dismissed within forty-five (45) days.

D. York may terminate this Agreement and discontinue Claims Administration Services immediately upon notice to Principal, if Principal fails to maintain sufficient balances in the account to properly and adequately fund daily maintenance and indemnity needs, as well as settlement of Claims and any Loss Adjustment Expense. At no time shall York be liable or obligated to make any payments, out of York's own funds, of any type or character on behalf of Principal, including benefits Principal is legally required to provide to its employees.

E. Principal may terminate this Agreement and discontinue Claims Administration Services without cause upon one-hundred and eighty (180) days prior written notice of termination to York.

## XII. EQUITABLE ADJUSTMENT

A. Principal shall have the right to direct York to perform additional services or to perform services in a specific or different way. Notwithstanding the foregoing, the pricing for the account was developed with the understanding that York shall determine the appropriate service providers for Loss Adjustment Expense, including without limitation the provider of managed care services.

B. The parties understand and agree that the compensation to York is based upon its analysis of standards applicable to this Agreement as of its effective date. Solely for the purposes of York's pricing for Claims Administration Services, the parties agree that this Agreement contemplates that the standards applicable to this Agreement are those in effect on the date of this Agreement, whether such standards are set forth in statutes, regulations, rules, orders, case law or otherwise.

C. In the event of a directive from Principal as set forth in Section XII. A., York shall be entitled to an equitable adjustment in its compensation if such directive or change increases York's cost of providing the services York renders under this Agreement or reduces its profitability. In the event of a change in a standard as set forth in Section XII. B., York will provide Principal with not less than ninety (90) day's advance written notice of a proposed equitable adjustment in its compensation if such directive or change increases York's cost of providing services York renders under this Agreement or reduces its profitability. Principal shall have forty-five (45) days from the date of delivery of such notice in which to approve the adjustment or to terminate this Agreement effective not later than the effective date of the proposed adjustment set forth in York's notice.

## XIII. GENERAL

A. York shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or any Exhibit of this Agreement, or any interruption of Claims Administration Services resulting, directly or indirectly, from acts of God, civil or military authority, or any similar cause beyond the reasonable control of York for as long as such condition exists. York will give notice to Principal, as soon as practicable, of any delay or failure in performance or of any interruption of Claims Administration Services that has or may occur as soon as York becomes aware of such events.

B. If any dispute or claim arises hereunder that the parties are not able to resolve amicably, the parties agree and stipulate that such litigation shall be resolved in a Federal court of competent jurisdiction in the State of California, and the parties irrevocably submit to the exclusive venue and jurisdiction of either such court for the purpose of any such action or proceeding. In the event of a dispute between the parties resulting in litigation, the prevailing party may, in addition to any other relief obtained, recover its court costs and reasonable attorney's fees.

C. All notices which are required to be given or submitted pursuant of this Agreement shall be in writing and shall be transmitted or delivered by certified mail, return receipt requested or by a commercial overnight delivery service to the parties at the addresses set forth below, or to such other addresses as a party may, by notice, specify:

Notices to York shall be delivered to:

York Risk Services Group, Inc.  
Attn: Jody A. Moses, Executive Vice President  
333 City Blvd. West, Suite 1500  
Orange, CA 92868

With copy to:

York Risk Services Group, Inc.  
Attn: Michael Krawitz, General Counsel  
One Upper Pond Road, Building F, Fourth Floor  
Parsippany, New Jersey 07054

Notices to Principal shall be delivered to:

City of El Cajon  
200 Civic Center Way  
El Cajon, CA 92020  
Attention: Risk Manager

D. This Agreement and any Exhibit made a part hereof constitute the entire Agreement between the parties and supersedes and merges any and all prior

discussions, representations, negotiations, correspondence, writing, and other agreements and together states the entire understanding and agreement between Principal and York with respect to Claims Administration Services to be provided hereunder. Except for unilateral changes made by the Principal pursuant to Section XII, for which York shall be entitled to an equitable adjustment in its compensation, this Agreement may be amended or modified only in writing if agreed to and signed by Principal and York and shall be deemed to have been entered into and executed in the State of California and shall be construed, performed and enforced in all respects in accordance with the laws of the State of California.

E. No party hereto shall be deemed to have waived any rights or remedies accruing to it hereunder unless such waiver is in writing and signed by such party. No delay or omission by either party hereto in exercising any right shall operate as a waiver of said right on any future occasion. All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently.

F. The descriptive headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement.

G. Wherever the singular of any term is used herein it shall be deemed to include the plural wherever the plural thereof may be applicable.

H. No party may assign its rights or obligations under this Agreement; provided, however, that York may subcontract part of the Claims Administration Services required hereunder and may at its discretion delegate to a subsidiary or affiliate such of its duties as it deems appropriate, provided that such subcontracting or delegation shall not relieve York of any of its obligations hereunder.

I. It is expressly understood and agreed that the relationship of York to Principal shall be that of an independent contractor at all times, and nothing herein shall constitute either the York or Principal as the partner, agent, or legal representative of the other, for any purpose whatsoever, except to the extent that York is the agent of Principal for the purpose of adjusting Claims. York shall have no right or authority to bind or obligate Principal with respect to any matter that is not specifically provided for in this Agreement without the prior approval of Principal. All employees or agents of York performing duties hereunder for York shall be solely and exclusively under the direction and control of York and shall not be deemed employees of Principal.

J. Nothing in this Agreement is intended to require York to engage in the practice of law and Claims Administration Services provided shall not be considered legal advice.

K. Principal shall not utilize York's trade names, logos, trademarks, service marks or other identification in any press release, advertisement, marketing materials, promotional literature, article, presentation or other type of communication

without the prior written consent of York, which consent may be withheld or denied in York's sole discretion.

L. Neither party shall hire any employee of the other party or induce any employee to terminate his or her employment (or encourage, and aid or abet any third party to do the same) with the other party at any time during which this Agreement or any extension or renewal thereof is in effect and for a period of twelve (12) months thereafter. The parties agree and acknowledge that the aggrieved party will suffer harm, the extent of which is difficult to quantify, should the breaching party directly or indirectly cause an employee to terminate their employment with the other party. Therefore, in the event that a party violates this provision, the breaching party shall be liable to the aggrieved party for liquidated damages in a sum equal to the employee's salary for two (2) years based on the employee's salary over the two (2) months prior to the termination of that employee's employment.

IN WITNESS WHEREOF, the parties hereto have read and signed this Agreement and it is effective as of the Effective Date of this Agreement first above written.

YORK RISK SERVICES GROUP, INC.

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

By: \_\_\_\_\_  
Jody A. Moses  
Executive Vice President

By: \_\_\_\_\_  
Graham Mitchell  
City Manager

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

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

ATTEST:

\_\_\_\_\_  
Angela Cortez, CMC, City Clerk

Approved as to form:

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



# EXHIBIT A

## Claims Services

York will provide claims handling at the following rate(s):

### Fee Per Claim Feature

Line of Business	Fee Per Feature
Workers' Compensation	
Indemnity – California	\$145 per Month
Medical Only	\$165 per Claim
Administration Fees	\$7,500 per year

### Definitions:

Fee per Month: York will charge a flat fee per claim feature for every month (or portion of a month) that a claim remains open.

Fee per Claim: York will charge a one-time flat fee per claim.

Administration Fees: York will charge a one-time flat fee per year.

**Services of the Account Executive, along with phone claim reviews, are provided at no additional charge.**

### Managed Care Fees:

#### Medical Bill Review

*Workers' Compensation*

Detail	Fee
Fee Per Bill – All States	\$7.20 per Bill
State EDI Reporting in Required States	Add \$1.45 per Bill
California York MPN Access*	Add \$5.00 per Bill
Enhanced Audit Savings	23% of Savings
PPO Network & Out of Network Savings	23% of Savings

\* York MPN rates include network savings achieved through the MPN network. PPO savings achieved outside the network are charged at the PPO percentage of savings rate.

## Case Management

Detail	Fee
California	
Telephonic Case Management	\$95.00 per Hour
Field Case Management	\$95.00 per Hour, Plus Mileage (IRS Reimbursement Rate & Expenses)
Nurse Hotline (24/7 Nurse Triage)	\$95.00 per Incident
Life Care Plan	\$150.00 per Hour

## Utilization Review/Certification

Detail	Fee
California	
Pass Through Authorization	\$35.00 per Review
Procedure Rate	\$95.00 per Review
Physician Review	\$200.00 per Review
Appeal Reviews	\$250.00 per Review

## Peer Review

Detail	Fee
All States	
Peer Review	\$200.00 - \$400.00 per Hour Depending on Specialty
Physician Intervention Review (Pharmacy Review w/P2P)	\$275.00 per Hour

## Medicare Secondary Payer Services (MSA)

Detail	Fee
All States	
Mandatory CMS MMSEA Reporting	\$8.75 per Claim
Standard MSA	\$2,950.00 per Referral

<b>Complex/Catastrophic MSA</b>	\$3,500.00 per Referral
<b>Rush MSA Additional</b>	\$525.00 per Referral
<b>MSA CMS Submission</b>	\$525.00 per Referral
<b>Medical Cost Projections</b>	\$1,750.00 per Referral
<b>Conditional Payment Request</b>	\$250.00 per Inquiry
<b>Conditional Payment Dispute Resolution</b>	\$500.00 per Referral
<b>Final Settlement Document Submission</b>	\$155.00 per Referral
<b>Medicare / Medicaid Investigation</b>	\$100.00 per Inquiry
<b>Social Security Investigation</b>	\$100.00 per Referral
<b>Rated Age</b>	\$25.00 per Referral
<b>Medical Cost Projection to MSA Conversion</b>	\$1,200.00 per Referral

## ISO

<b>Detail</b>	<b>Fee</b>
All States	
<b>ISO Charge</b>	\$13.00 per Check

York's medical management services include a complete suite of all ancillary medical services, using multiple networks that address our clients' needs – including, but not limited to, pharmacy benefit management, diagnostics, durable medical equipment, transportation and translation, home health, physical therapy and independent medical exams. These services are subject to the bill review rates as quoted above, plus the applicable percentage of network savings achieved below the fee schedule or usual and customary charges.

## General Fees, Services, Terms and Conditions

- Outside Activity/Field Investigations will be billed at time and expense.
- During the term of a multi-year contract, except for items for which pricing for each year is explicitly listed above, pricing for each year after the first full year will increase by the greater of 2.5% or the percentage increase as reported by the U.S. Department of Labor - Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>) for the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, All Items, covering the prior twelve-month period, valued as of the month ending two months prior (to allow time for reports to be published) to the anniversary date of the contract. For all contracts, pricing at the end of the contract term and each year thereafter will increase by such amount, provided that (i) both parties agree and

enter into a renewal contract, or (ii) the parties continue with the existing contract on a month-to-month basis.

- Billing: York will issue an electronic invoice monthly, via email. Payments shall be due and payable no later than thirty days from the invoice date.
- Pricing has been developed based on provided loss data. In the event that the loss data is erroneous or otherwise incorrect both parties agree to discuss an equitable adjustment of service fees.
- City of El Cajon may request that the services York performs be rendered in a particular or different way or additional services be provided, and York will make all reasonable efforts to comply. If such request increases York's cost of providing the services, York shall be entitled to an equitable adjustment in its compensation.
- For WC Subrogation: York's fee per feature pricing includes placing parties that it deems responsible on notice. Pursuit of subrogation beyond this point can be performed at 25% of recovery\*\* (exclusive of attorney fees and expenses related to litigation as well as expenses, such as locate searches, skip traces, cost and origin reports, copy service, etc. or any agreed upon contingency fees). \*\* York uses an external business partner to pursue third party WC claim recoveries.
- Claims and Allocated Loss Adjustment Expenses (ALAE) may be handled in two ways:
  - City of El Cajon may elect to fund an account established and maintained by York. In this case, City of El Cajon will maintain and provide timely replenishment of funds to pay all Claims and ALAE and to avoid penalties and late payments. York will electronically provide a monthly recap of all deposits as well as Claims and ALAE payments. City of El Cajon will be responsible for bank fees with respect to the account.
  - City of El Cajon may elect to maintain and fund a client-owned account from which York will issue all Claim and ALAE payments. In this case, City of El Cajon will provide York with the facsimile signature of an officer, director, partner or employee of City of El Cajon to print digitally on the checks. City of El Cajon will be responsible for bank fees with respect to the account.
- York's proposed fees will remain in effect for 90 days from the date of this proposal.
- This proposal contemplates that York will be entering into a direct contract with City of El Cajon. Should York be required to contract with any other party, different terms may apply.

## **Allocated Loss Adjustment Expenses**

York will arrange for various services and other costs as agent for our client. These costs are referred to as Allocated Loss Adjustment Expenses (ALAE). A list of these expenses follows. Payment of ALAE is the responsibility of City of El Cajon. York's fees do not cover ALAE, and York is under no obligation to pay ALAE with its own funds.

- Fees of outside counsel for claims in suit, coverage opinions and litigation and for representation at hearings or pretrial conferences
- Fees of court reporters

- All court costs, court fees and court expenses
- Fees for service of process
- Costs of undercover operatives and detectives
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams
- Costs for employing experts for the advice, opinions or testimony concerning claims under investigation or in litigation or for which a declaratory judgment is sought
- Costs for independent medical examination or evaluation for rehabilitation
- Costs of legal transcripts of testimony taken at coroner's inquests, criminal or civil proceeding
- Costs for copies of any public records or medical records
- Costs of depositions and court reported or recorded statements
- Costs and expenses of subrogation
- Costs of engineers, handwriting experts or any other type of expert used in the preparation of litigation or used on a one-time basis to resolve disputes
- Witness fees and travel expenses
- Costs of photographers and photocopy services
- Costs of appraisal fees and expenses (not included in flat fee or performed by others)
- Costs of indexing claimants
- FROI/SROI Submission
- Services performed outside York's normal geographical regions
- Costs of outside investigation, signed or recorded statements
- Out of the ordinary expenses incurred in connection with an individual claim or requiring meeting with Customer
- Any other extraordinary services performed by York at Customer's request
- Investigation of possible fraud including SIU services and related expenses
- Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection or perfection of the subrogation rights of Customer.

York may, but need not, elect to utilize its own staff or affiliated entities to perform any of these services. Associated fees and costs will be charged as ALAE.

## IT/RMIS Fees:

*(Services outlined below are only billed if utilized)*

<b>Service</b>	<b>Description</b>	<b>Fee</b>
<b>FOCUS (RMIS)</b>	RMIS Licensing (Includes loading of 10 years of closed claims history, if requested, and all open claims, regardless of age, into FOCUS)	\$725 per License per Year

Note: In the event the outgoing TPA presents charges for the preparation and transmission of their data to York, those costs will be categorized as a pass through to the client.



City Council  
Agenda Report

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dirk Epperson, Director of Public Works  
**SUBJECT:** Resolution of Intent to Vacate Easement for Public Highway at 512 Raleigh Avenue, El Cajon, CA

---

**RECOMMENDATION:**

That the City Council:

1. Adopts the next Resolution, in order, approving the City's Intent to Vacate Easement for Public Highway at 512 Raleigh Avenue; and
2. Directs the City Clerk to set a Public Hearing on July 9, 2019, at 3:00 p.m., to receive testimony regarding the Intent to Vacate Easement for Public Highway at 512 Raleigh Avenue, El Cajon, CA.

**BACKGROUND:**

The City of El Cajon was granted a 12-foot easement of real property for the construction of a freeway off-ramp at 512 Raleigh Avenue on April 1, 1971. The City's easement had a condition that a freeway off-ramp begin construction prior to September 1, 1980. A freeway off-ramp was not constructed at the subject property; therefore, the property owner is requesting for the easement to be vacated. The vacation of this easement is consistent with the elements of the General Plan.

**FISCAL IMPACT:**

None.

Prepared By: Dirk Epperson, Director of Public Works

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

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Attachments

VACATION EASEMENT  
Resolution

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City of El Cajon

Community Development Department

MEMO

---

To: Christine Jaboro, Assistant Engineer  
From: Lorena Cordova, Associate Planner *LC*  
Date: February 12, 2019  
Re: 512 Raleigh (APN 482-250-20) – Vacation of Easement

---

*Topic*

The proposed vacation of easement for the property located at 512 Raleigh Avenue has been routed for comments to Planning.

*Background*

The City of El Cajon ("City") possesses a 12-foot easement of real property for a freeway off-ramp at 512 Raleigh. The City's easement had a condition that a freeway off-ramp start construction by September 1, 1980. A freeway off-ramp was not constructed at the subject property. The easement area has been a transient encampment. The property owner is requesting a vacation of the City's easement.

*Facts*

- The freeway off-ramp was not constructed by the required start date of September 1, 1980.
- The easement for a freeway off-ramp at the subject property is no longer needed.
- The vacation of the easement is consistent with the elements of the General Plan.

*Determination*

Planning recommends approval of the easement vacation. Pursuant to Goal 6 of the General Plan, the City is to "create a circulation system including all modes of transportation organized to ensure the safe, efficient movement of people and goods." Objective 6-3 states "Public facilities such as streets, curbs, gutters, sidewalks and drainage channels shall be completed to facilitate traffic needs." Policy 6-3.2 states that the "city shall require private properties to bear a reasonable and fair burden in the provision of public rights-of-way and public facilities." However, the freeway off-ramp was never built at this location as stipulated in the easement. Therefore, the City should move to vacate the easement on the subject property.

*Next Step*

Planning recommends that Engineering proceed to vacate the easement through the appropriate City process.



**EXHIBIT A**  
**LEGAL DESCRIPTION FOR VACATION OF PUBLIC HIGHWAY**


Tax Assessor Parcel No. 482-25-20  
Address: 512 Raleigh Avenue, El Cajon, CA

The City of El Cajon does hereby vacate an easement for public highway by Resolution of Vacation, Resolution No. \_\_\_\_\_, approved by the El Cajon City Council on \_\_\_\_\_, 2019.

That portion of Lot 7, of Valley Industrial Park, in the City of El Cajon, County of San Diego, State of California, according to map thereof 6894, filed in the office of the County Recorder of San Diego County, on April 1, 1971, more particularly described as follows:

The Northwesterly 12.00 feet of said Lot 7, of said Valley Industrial Park, Map No. 6894



  
\_\_\_\_\_  
Yazmin Arellano, City Engineer

NOT TO SCALE

INTERSTATE 8

LOT 4

LOT 5

LOT 6

LOT 2

LOT 7  
512 RALEIGH AVE.

LOT 1

EXISTING 12' GRANT DEED FOR HIGHWAY PURPOSES. REC. DEC. 6, 1974 AS F/P 74-318767

MAP 6894

MAP 6894

PM 14930

PM 4399

PARCEL 1

PARCEL 1

PARCEL 4

RALEIGH AVE.



EXHIBIT B - VACATION OF HIGHWAY

VALLEY INDUSTRIAL PARK

We certify that we are the owners of or are interested in the land subdivided by this map and we consent to the preparation and recordation of this map. We dedicate to the public, Raleigh Avenue and the sewer and storm drainage easements as shown on said map.

LOMA PORTAL DEVELOPMENT CO., A California Corporation,

As Officer, By: [Signature]

BEING A SUBDIVISION OF THAT PORTION OF TRACT 7 OF THE LANDS OF THE HILL ESTATE IN THE RANCHO EL CAJON, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE PARTITION MAP THEREOF MADE IN THE ACTION OF BEN P. HILL, ET AL, VERSUS WILLIAM G. HILL, ET AL, ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAID SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID TRACT 7, DISTANT THEREON SOUTH 89°59'45" WEST, 355.01 FEET (RECORD-SOUTH 89°59'15" WEST, 355.00 FEET) SAID POINT BEING THE SOUTHERLY TERMINUS OF THE CENTER LINE OF THAT CERTAIN 40.00 FOOT EASEMENT FOR DRAINAGE PURPOSES DESCRIBED IN DEED TO THE CITY OF EL CAJON, RECORDED JUNE 24, 1965 AS FILE NO. 113087; THENCE ALONG SAID CENTER LINE AS FOLLOWS: NORTH 00°01'45" WEST, (RECORD-NORTH 00°01'30" WEST) 466.27 FEET TO THE BEGINNING OF A TANGENT 120.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°26'42" A DISTANCE OF 130.78 FEET TO THE BEGINNING OF A REVERSE 120.00 FOOT RADIUS CURVE; AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°28'45" (RECORD-53°28'02") A DISTANCE OF 112.01 FEET (RECORD-111.98 FEET) TO THE SOUTHERLY RIGHT OF WAY LINE OF CALIFORNIA STATE HIGHWAY XI-SD-125CJ, COMMONLY KNOWN AS U.S. HIGHWAY 80 AS EXISTING ABOUT 25, 1964; THENCE ALONG SAID RIGHT OF WAY LINE AS FOLLOWS: SOUTH 89°59'45" WEST, 134.72 FEET TO AN ANGLE POINT THEREIN; SOUTH 71°31'31" WEST, 72.00 FEET TO A POINT ON THE ARC OF A 2275.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH 25°55'39" WEST (RECORD-NORTH 25°56'09" WEST) TO SAID POINT; AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°49'29" A DISTANCE OF 1025.40 FEET TO THE SOUTHERLY LINE OF SAID TRACT 7; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°59'45" EAST, (RECORD-NORTH 89°59'15" EAST) 467.78 FEET TO THE POINT OF BEGINNING. BASIS OF BEARING: CENTER LINE OF JOHNSON AVENUE AS SHOWN ON R.O.F. S. 66898. 1E N 00°01'45" W TENTATIVE MAP NO. 170, APPROVED BY RESOLUTION 290-70, JUNE 8, 1970

STATE OF CALIFORNIA COUNTY OF SAN DIEGO

On this 19th day of March, 1971, before me, Notary Public in and for said County and State, personally appeared Richard G. King, Jr. known to me to be the President, and Richard [Name] known to me to be the Secretary of the Corporation that executed the above certificate, and known to me to be the persons who executed the above certificate on behalf of the corporation therein named, and acknowledged to me that such corporation executed said certificate pursuant to its by-laws or a resolution of its Board of Directors. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County and State, on this date. My commission expires: February 7, 1972.

ORDER NO. 12411 FIRST CALIFORNIA TITLE CO. OF SAN DIEGO, a corporation, hereby certifies that according to the official records of the County of San Diego, State of California, LOMA PORTAL DEVELOPMENT CO., a California Corporation, as owner

WAS on the 31st day of MARCH, 1971 at 8 o'clock A.M., THE ONLY party having any record title interest in the land subdivided by this map, other than THE CITY OF EL CAJON, holder of an easement recorded June 28, 1965 as FILE/Page 113037, Series 6, Book 1965, of O.R., which easement can not ripen into a fee. IN WITNESS WHEREOF, said FIRST CALIFORNIA TITLE CO. OF SAN DIEGO has caused this instrument to be executed under its corporate name and seal by its proper officers thereunto duly authorized the day and year first above written.

FIRST CALIFORNIA TITLE CO. OF SAN DIEGO By: [Signature] Vice President, [Signature] Assistant Secretary

We, the undersigned County Officers of the County of San Diego, certify that there are no unpaid special assessments or bonds which may be paid in full, shown by books of our offices, against the Tract or Subdivision or any part thereof shown on annexed map and described in the caption thereof.

DELANAVAN J. DICKSON COUNTY TREASURER By: [Signature] Deputy Dated: 3-9-71
H. M. TAYLOR COUNTY ENGINEER By: [Signature] Deputy Dated: 3-9-71
C.J. HOUSON DEPARTMENT OF SANITATION & FLOOD CONTROL By: [Signature] Deputy Dated: 3-7-71

We, the undersigned, certify that we have carefully examined each lot shown on the annexed map, and we find said Subdivision to be suitable for the purposes designed.

JOHN PIZZATO, CITY ENGINEER By: [Signature] Dated: 3/30/71

YINGRIL HENSON, DIRECTOR OF PLANNING By: [Signature] Dated: March 11, 1971

Approved after examination of the Subdivision and Map thereof.

PLANNING COMMISSION OF THE CITY OF EL CAJON By: [Signature] Chairman Dated: March 11, 1971; [Signature] Secretary Dated: March 11, 1971

I, MILDRED HENSLEY, City Clerk of the City Council certify that the City Council of the City of El Cajon has approved this map; has accepted on behalf of the public, Raleigh Avenue and the sewer and storm drainage easements as dedicated on said map.

MILDRED HENSLEY, CITY CLERK By: [Signature] Dated: 3-22-1971

I, THOMAS E. CRAIG, a registered civil engineer, certify that the survey of this subdivision was made by me or under my direction between June 8, 1970 and June 13, 1970, and said survey is true and complete as shown; that monuments of the character indicated have been set or found at the subdivision corners, and I will set all other monuments of the character and at the position indicated by legend in this map within 30 days after the completion of the required improvements and such monuments are or will be sufficient to enable the survey to be retraced. (See Legend on Sheet 2)

Dated: 8-21-70 By: [Signature] Thomas E. Craig, R.C.E. No. 13882

I, JOHN PIZZATO, City Engineer certify that I have examined this map; that the Subdivision is substantially the same as it appeared on the tentative map and any approved alterations thereof; that all the provisions of the Subdivision Map Act and City Ordinance No. 476 as amended, have been complied with; and that I am satisfied that this map is technically correct.

JOHN PIZZATO, CITY ENGINEER By: [Signature] Dated: 3/30/71

I, DAVID HOBSON, City Auditor and City Treasurer, of the City of El Cajon, certify that there are no liens for unpaid bonds issued under any improvement act or improvement bond act of the State of California, shown by the books of this office except taxes not yet payable against the Tract or Subdivision or any part thereof, shown on the annexed map and described in the caption thereof.

DAVID HOBSON, CITY AUDITOR By: [Signature] Dated: 3/11/71

DAVID HOBSON, CITY TREASURER By: [Signature] Dated: 3/15/71

I, PORTER D. CREMANS, Clerk of the Board of Supervisors, hereby certify that the provisions of Chapter 2, Part 2, Division 4, of the Business and Profession Code have been complied with regarding deposits for taxes on the property within this Subdivision.

PORTER D. CREMANS, CLERK OF THE BOARD OF SUPERVISORS By: [Signature] Dated: 3/11/71

Approved as to Form. I, Lynn A. McLaughlin, City Attorney

I, hereby approved the name VALLEY INDUSTRIAL PARK for the Subdivision shown on the annexed map.

HARLEY F. BLOOM, COUNTY RECORDER By: [Signature] Deputy Dated: 4/13/71 File No. 63756

I, H.F. BLOOM, Recorder of the County of San Diego, certify that I have accepted for recordation, this map filed at the request of Thomas E. Craig this 1 day of APRIL, 1971, at 11:23

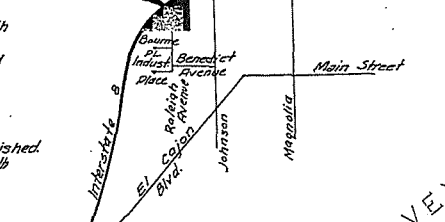
Fee: \$ 7.00 HARLEY F. BLOOM, COUNTY RECORDER By: [Signature] Deputy

VALLEY INDUSTRIAL PARK

LEGEND

- Denotes Set 2" x 24" I. Pipe with Disc Marked R.C.E. 13,862.
  - Denotes Set Lead & Disc Marked R.C.E. 13,862.
  - Denotes Found Point as Noted.
  - ⊙ Denotes Set Covered Man. per City Std. Div. F.S. 302.
  - ⋯ Denotes Access Rights Relinquished.
  - ⊠ Denotes Set 1/4" x 10" I. Pipe with Disc Marked R.C.E. 13,862.
  - ① ② Denotes First and Last Lot Numbers.
- Total Number of Lots For This Subdivision = 7  
 This Subdivision Contains 8083 Acres Gross.  
 Basis of Bearings: Center-Line of Johnson Avenue As Shown on R. of S. 6688, i.e. N 00° 01' 45" W

PROJECT LOCATION



VICINITY MAP  
No SCALE

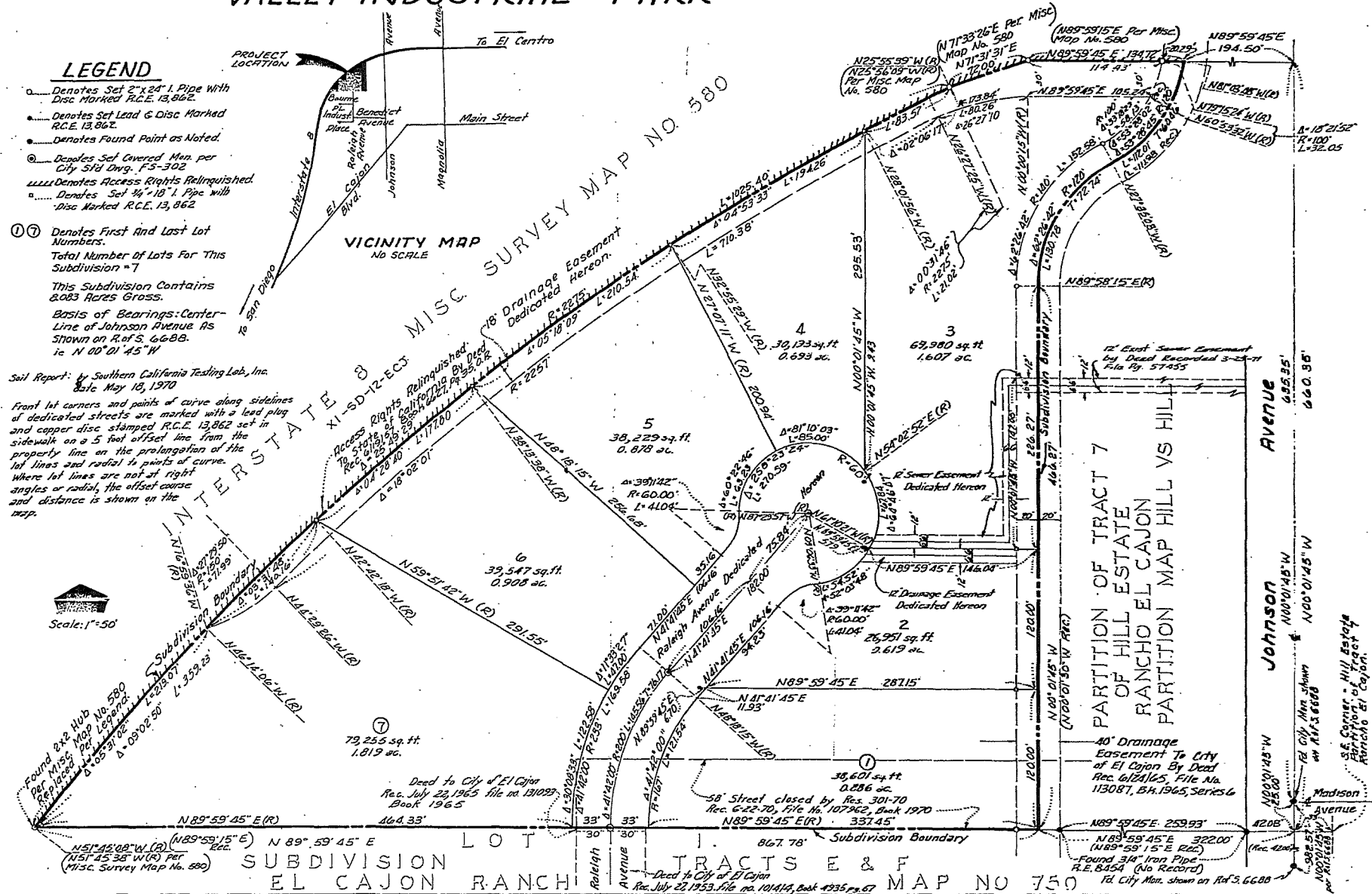
MISC SURVEY MAP NO. 580

Soil Report: by Southern California Testing Lab, Inc. Date: May 18, 1970

Front lot corners and points of curve along sidelines of dedicated streets are marked with a lead plug and copper disc stamped R.C.E. 13,862 set in sidewalk on a 5 foot offset line from the property line on the prolongation of the lot lines and radial to points of curve. Where lot lines are not at right angles or radial, the offset course and distance is shown on the map.



Scale: 1" = 50'



SUBDIVISION EL CAJON RANCH TRACTS E & F MAP NO 750

LAND DEVELOPMENT ENGINEERING INC.  
 GAMBERT CORP. T.M. 170  
 L.D.E. #403

RETURN TO:  
CITY CLERK  
P.O. BOX 427  
EL CAJON, CALIF. 92022

J. 465

S.D.P. 136  
B.P. 17482  
(File No. 685)

482-250-20

# Grant Deed

Transfer Tax Due: None

#3522

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ALVIN L. COX

hereby GRANT(S) to the City of El Cajon, California, the following described real property in the State of California, County of San Diego, City of El Cajon, for highway purposes:

That portion of Lot 7 of Valley Industrial Park, in the City of El Cajon, County of San Diego, State of California, according to Map thereof No. 6894, filed in the office of the County Recorder of San Diego County, April 1, 1971, described as follows:

The Northwesterly 12.00 feet of said Lot 7, Valley Industrial Park, Map No. 6894.

This conveyance is for the purpose of a freeway off-ramp, and such conveyance is granted upon the condition that the commencement of construction of such off-ramp begin prior to September 1, 1980. Grantor reserves the right of re-entry upon the breach or failure of the condition subsequent heretofore mentioned.

Grantor reserves the right to the exclusive use and possession of said property until such time as same is required for the above-mentioned freeway off-ramp.

DATED: 11/25 1974

Signatures: Alvin L. Cox  
ALVIN L. COX

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

}ss.

On Nov 25 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared

Alvin L. Cox

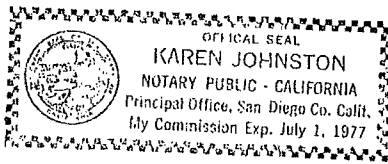
RECORDER'S USE ONLY:

\_\_\_\_\_, known to me to be the person whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.

(Seal)

Signature Karen Johnston



This is to certify that the interest in real property conveyed by the deed or grant dated November 25, 1974 from Alvin L. Cox to the City of El Cajon, a municipal corporation of the State of California, is hereby accepted by order of the City Council on December 3, 1974, by its Resolution No. 586-74, and the grantee consents to recordation thereof by its duly authorized officer.

Indira K. Thakur  
City Clerk

Edward H. Deese  
Mayor Pro Tempore

Dated December 3, 1974

FILE/PAGE NO. **74-318767**

BOOK 197

RECORDED RECORDS OF

*El Lynn*  
DEC 6 9 29 AM '74

OFFICIAL RECORDS  
SAN DIEGO COUNTY, CALIF.  
HARLEY F. ELLIOTT  
RECORDER

NO FEE.

RECEIVED  
OFFICE OF  
NOV 29 2 37 PM '74  
CITY CLERK  
EL CAJON, CALIF.



RESOLUTION NO. \_\_-19

RESOLUTION OF INTENTION TO VACATE  
AN EASEMENT FOR PUBLIC HIGHWAY AT  
512 RALEIGH AVENUE, AND TO SET A DATE  
FOR A PUBLIC HEARING TO RECEIVE TESTIMONY  
FOR THE INTENTION TO VACATE

WHEREAS, City of El Cajon (the "City") was granted a 12-foot easement of real property (the "Easement") intended to be used for a freeway off-ramp at 512 Raleigh Avenue (the "Property") on April 1, 1971, with a condition that construction commence by September 1, 1980; and

WHEREAS, a freeway off-ramp was not constructed at the Property, and therefore it is no longer necessary for the City to retain the Easement; and

WHEREAS, the vacation of this Easement is consistent with the elements of the General Plan, which makes it appropriate to proceed with vacating the subject property; and

WHEREAS, the California Streets and Highways Code permits the vacation of a public easement under specific conditions; and

WHEREAS, sections 8320 through 8325 of the California Streets and Highways Code provide that the City Council may vacate a public easement following the procedures outlined in the Code; and

WHEREAS, City staff recommends City Council approval of the vacation of the Easement, and adoption of the Resolution of Intention to set July 9, 2019, at 3:00 p.m. as the date and time to receive testimony from the public.

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

1. The City Council of El Cajon does hereby find that said Easement described in Exhibits "A" and "B" is no longer needed for its intended purpose.

2. The City Council hereby sets the date of July 9, 2019, at 3:00 p.m., or such time thereafter as may be necessary, to hold a public hearing to consider the vacation of the Easement.



**EXHIBIT A  
LEGAL DESCRIPTION FOR VACATION OF PUBLIC HIGHWAY**

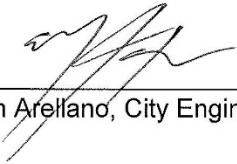
Tax Assessor Parcel No. 482-25-20  
Address: 512 Raleigh Avenue, El Cajon, CA

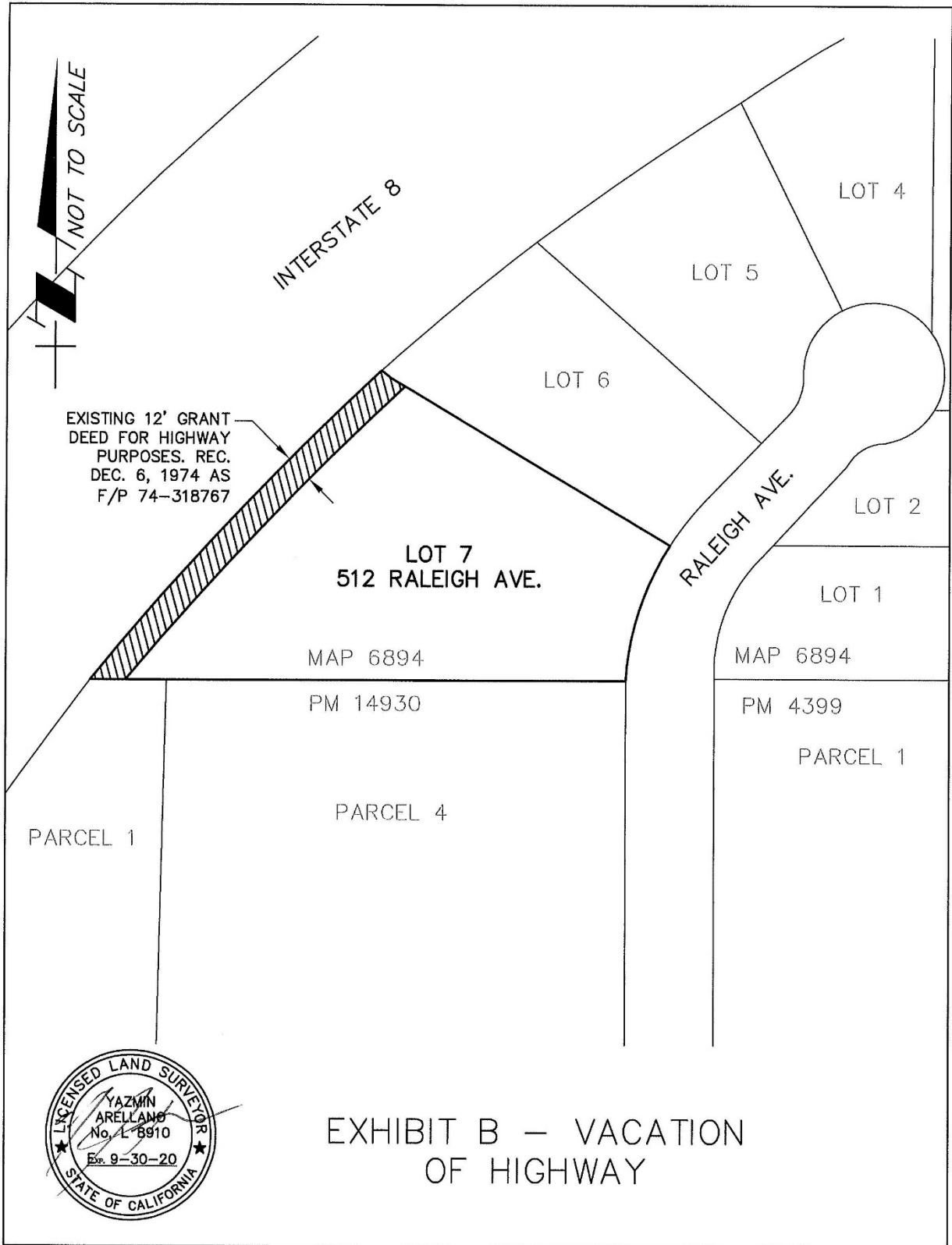
The City of El Cajon does hereby vacate an easement for public highway by Resolution of Vacation, Resolution No. \_\_\_\_\_, approved by the El Cajon City Council on \_\_\_\_\_, 2019.

That portion of Lot 7, of Valley Industrial Park, in the City of El Cajon, County of San Diego, State of California, according to map thereof 6894, filed in the office of the County Recorder of San Diego County, on April 1, 1971, more particularly described as follows:

The Northwesterly 12.00 feet of said Lot 7, of said Valley Industrial Park, Map No. 6894



  
\_\_\_\_\_  
Yazmin Arellano, City Engineer





City Council  
Agenda Report

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Marisol Thorn, Director of Human Resources  
**SUBJECT:** Tentative Agreement with the El Cajon Professional Firefighters Local 4603 (ECPFF)

---

**RECOMMENDATION:**

That the City Council approves the tentative agreement reached with the El Cajon Professional Firefighters Local 4603 (ECPFF), authorizes the City Manager to execute the final Memorandum of Understanding implementing the terms outlined, and adopts the next Resolution, in order, if approved.

**BACKGROUND:**

Tentative agreement was reached within settlement authority for ECPFF as follows:

Four Year Term - July 1, 2019 through June 30, 2023.

Modification of steps (from 7 to 5 steps) – increases as specified in the Resolution attachment.

Salary and market increases as specified in the Resolution attachment.

Change the maximum cafeteria cash in lieu to \$1,150 per month. Cafeteria increases as specified in the Resolution attachment.

Modification to the educational incentives as specified in the Resolution attachment.

Tuition reimbursement as specified in the Resolution attachment.

Bilingual Pay as specified in the Resolution attachment.

Change in annual uniform allowance as specified in the Resolution attachment.

Other minor operational, clean up and/or non-economic items.

The revised Memorandum of Understanding will be available in the Human Resources Department for review.

**FISCAL IMPACT:**

The tentative agreement was reached within settlement authority provided by the City Council.

Prepared By: Marisol Thorn, Director of Human Resources

Reviewed By:

Approved By: Graham Mitchell, City Manager

---

**Attachments**

Resolution

---

RESOLUTION NO. \_\_-19

RESOLUTION APPROVING  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF EL CAJON AND THE  
EL CAJON PROFESSIONAL FIREFIGHTERS LOCAL 4603  
FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2023,  
IN ACCORDANCE WITH GOVERNMENT CODE SECTION 3500  
(MEYERS-MILIAS-BROWN ACT)

WHEREAS, the City Council has approved changes in the terms and conditions of employment of employees in the classifications represented by the El Cajon Professional Firefighters Local 4603 ("ECPFF") for the period from July 1, 2019 through June 30, 2023, as hereinafter set forth.

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

1. The City Council hereby approves the revised and updated Memorandum of Understanding By and Between the City of El Cajon and the El Cajon Professional Firefighters Local 4603 ("ECPFF") containing provisions for changes in the terms and conditions of employment for Fiscal Years 2019-2023. A summary hereof of said Memorandum is attached hereto as Exhibit "A," and made a part hereof by this reference.

2. The City Council hereby finds that approval of the Memorandum satisfies the City's obligations regarding the Meet and Confer process in accordance with the Meyers-Milias-Brown Act (Government Code section 3500).

06/11/19 CC Agenda

Employee Org – ECPFF MOU 060419

**EXHIBIT "A"**

**Summary of Revised Terms and Conditions of  
El Cajon Professional Firefighters Local 4603 (ECPFF)  
Memorandum of Understanding:**

1. **Duration:**

July 1, 2019 – June 30, 2023

2. **Salary Increases:**

- (a) Step consolidation (7 step to traditional 5 steps which will result in some individual increases between 2.5% and 7.7%);
- (b) 2.5% across the board increase reflected on the first paycheck issued in July 2020;
- (c) 2.5% across the board increase reflected on the first paycheck issued in July 2021; and
- (d) 2.5% across the board increase reflected on the first paycheck issued in July 2022.

3. **Market Increases:**

**Battalion Chief:**

16% reflected on the first paycheck in July 2019

**Captain:**

6% reflected on the first paycheck in July 2019

**Paramedic Firefighter/Fire Engineer:**

- (a) 1.0% across the board increase reflected on the first paycheck issued in July 2019;
- (b) 1.0% across the board increase reflected on the first paycheck issued in July 2020;
- (c) 1.0% across the board increase reflected on the first paycheck issued in July 2021; and
- (d) 1.0% across the board increase reflected on the first paycheck issued in July 2022.

4. **Cafeteria Plan Increase:**

\$50/month increase for each plan year; cap cafeteria cash in lieu maximum.

<b>Effective Date</b>	<b>Existing and New Employees</b>
January 1, 2020	Cafeteria: \$1,200 Max Cash in Lieu: \$1,150
January 1, 2021	Cafeteria: \$1,250 Max Cash in Lieu: \$1,150
January 1, 2022	Cafeteria: \$1,300 Max Cash in Lieu: \$1,150
January 1, 2023	Cafeteria: \$1,350 Max Cash in Lieu: \$1,150

5. **Educational Incentives:**

Reopen the educational incentive provision to all employees, with language modification for the bachelor degree incentive.

6. **Tuition Reimbursement:**

Increase annual tuition reimbursement amount to \$1,000.

7. **Bilingual Pay:**

Monthly bilingual pay to \$120 per month.

8. **Uniform Allowance:**

Increase annual uniform allowance to \$775; provide an additional \$75 for SWAT Medics.

9. **Vacation Accruals:**

Add a new tier of accruals – 16 hours after 20 years of service.

10. **Classification Specification Change:**

Require an associate's degree, combined with educational plan, for Battalion Chief.



City Council  
Agenda Report

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Marisol Thorn, Director of Human Resources  
**SUBJECT:** Tentative Agreement with the El Cajon Police Officers' Association Management Group (ECPOAMG)

---

**RECOMMENDATION:**

That the City Council approves the tentative agreement reached with the El Cajon Police Officers' Association Management Group (ECPOAMG), authorizes the City Manager to execute the final Memorandum of Understanding implementing the terms outlined, and adopts the next Resolution, in order, if approved.

**BACKGROUND:**

Tentative agreement was reached within settlement authority for ECPOAMG as follows:

Five Year Term - July 1, 2019 through June 30, 2024.

Salary increases as specified in the Resolution attachment.

Changes in educational incentives as specified in the Resolution attachment.

Reduce the maximum cafeteria cash in lieu from \$1,150 to \$287.50 per month. Cafeteria increases as specified in the Resolution attachment.

Bilingual Pay as specified in the Resolution attachment.

Increase vacation accruals cap as specified in the Resolution attachment.

Increase in tuition reimbursement as specified in the Resolution attachment.

Other minor operational, clean up and/or non-economic items.

The revised Memorandum of Understanding will be available in the Human Resources Department for review.

**FISCAL IMPACT:**

The tentative agreement was reached within settlement authority provided by the City Council.



Prepared By: Marisol Thorn, Director of Human Resources

Reviewed By:

Approved By: Graham Mitchell, City Manager

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## Attachments

Resolution

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RESOLUTION NO. \_\_-19

RESOLUTION APPROVING  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF EL CAJON AND THE  
EL CAJON POLICE OFFICERS' ASSOCIATION MANAGEMENT GROUP  
FOR THE PERIOD FROM JULY 1, 2019 THROUGH JUNE 30, 2024, IN  
ACCORDANCE WITH THE MEYERS-MILIAS-BROWN ACT

WHEREAS, the City Council has approved changes in the terms and conditions of employment of employees in the classifications represented by the El Cajon Police Officers' Association Management Group ("ECPOAMG") for the period from July 1, 2019 through June 30, 2024, as hereinafter set forth:

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

1. The City Council hereby approves the revised and updated Memorandum of Understanding By and Between the City of El Cajon and the El Cajon Police Officers' Association Management Group ("ECPOAMG") (the "Memorandum") containing provisions for changes in the terms and conditions of employment for Fiscal Years 2019 – 2024. A summary of said Memorandum is attached hereto as Exhibit "A," and made a part hereof by this reference.

2. The City Council hereby finds that approval of the Memorandum satisfies the City's obligations regarding the Meet and Confer process in accordance with the Meyers-Milias-Brown Act (Government Code section 3500 et seq.).

06/11/19 CC Agenda

Reso Employee Org – ECPOA Mgmt Group MOU 060419

## EXHIBIT "A"

### Summary of Revised Terms and Conditions of El Cajon Police Officers' Association Management Group (ECPOAMG) Memorandum of Understanding:

1. **Duration:**

July 1, 2019 – June 30, 2024

2. **Salary Increases:**

Step consolidation (7 step to traditional 5 steps).

- (a) 5.0% across the board increase reflected on the first paycheck issued in July 2019;
- (b) 4.0% across the board increase reflected on the first paycheck issued in January 2020;
- (c) 2.0% across the board increase reflected on the first paycheck issued in July 2020;
- (d) 2.5% across the board increase reflected on the first paycheck issued in July 2021;
- (e) 2.5% across the board increase reflected on the first paycheck issued in July 2022;
- (f) 3.0% across the board increase reflected on the first paycheck issued in July 2023; and
- (g) ***Contingent*** 2.0% increase to salary reflected on the first paycheck issued in July 2023. City shall provide an additional 2% Cost of Living Adjustment in the event that the City's actual combined general sales tax and property tax revenues in Fiscal Year 2022/23 is greater than the actual combined general sales tax and property tax in Fiscal Year 2018/19 by an amount equal to or greater than 9.5%. Sales tax revenue comparisons will be the four quarters of regular sales tax received by the City for calendar years 2018 and 2022 as indicated in a report published by the California State Board of Equalization. Property tax revenue comparisons will be the regular secured property tax between Fiscal Years 2018/19 and 2022/23. The property tax figure will be defined as 0.11% of the estimated City's Net Total Secured Roll as provided by the County of San Diego in May of each year. ***More detailed language may be outlined in MOU.***

3. **Educational Incentives:**

Remove the educational cap for the combined educational incentive total.

Clarify Advanced POST language for new members' transition from POA to POAMG.

- (a) Add Supervisory POST Incentive of 3%, increase reflected on the first paycheck issued in July 2019;
- (b) Increase Advanced POST incentive by 2%, increase reflected on the first paycheck issued in January 2020 (incentive is rolled into salary);
- (c) Increase Supervisory POST incentive by 1%, increase reflected on the first paycheck issued in July 2021;
- (d) Increase Advanced POST incentive by 1%, increase reflected on the first paycheck issued in July 2021 (incentive is rolled into salary);
- (e) Increase Supervisory POST incentive by 1%, increase reflected on the first paycheck issued in July 2022; and
- (f) Increase Advanced POST incentive by 1%, increase reflected on the first paycheck issued in July 2022 (incentive is rolled into salary).

4. **Cafeteria Plan Increase:**

Starting with plan year January 2020, reduce the cafeteria cash in lieu maximum amount to \$287.50; increase cafeteria amount in year one, year three and year four of the agreement.

<b>Effective Date</b>	<b>Existing and New Employees</b>
January 1, 2020	Cafeteria: \$1,300 Max Cash in Lieu: \$287.50
January 1, 2021	Cafeteria: \$1,300 Max Cash in Lieu: \$287.50
January 1, 2022	Cafeteria: \$1,350 Max Cash in Lieu: \$287.50
January 1, 2023	Cafeteria: \$1,400 Max Cash in Lieu: \$287.50
January 1, 2024	Cafeteria: \$1,400 Max Cash in Lieu: \$287.50

5. **Bilingual Pay:**

Monthly bilingual pay to \$120 per month.

6. **Vacation Accruals Cap:**

Increase vacation accrual cap to 620 hours after 10 years of continuous uninterrupted service with the City of El Cajon.

7. **Tuition Reimbursement:**

Increase annual tuition reimbursement amount to \$1,000.



**City Council  
Agenda Report**

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Marisol Thorn, Director of Human Resources  
**SUBJECT:** Tentative Agreement with the El Cajon Police Officers' Association (ECPOA)

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**RECOMMENDATION:**

That the City Council approves the tentative agreement reached with the El Cajon Police Officers' Association (ECPOA), authorizes the City Manager to execute the final Memorandum of Understanding implementing the terms outlined, and adopts the next Resolution, in order, if approved.

**BACKGROUND:**

Tentative agreement was reached within settlement authority for ECPOA as follows:

Five Year Term - July 1, 2019 through June 30, 2024.

Modification of steps (from 7 to 5 steps) – increases as specified in the Resolution attachment.

Salary increases as specified in the Resolution attachment.

Modification to the educational incentives as specified in the Resolution attachment.

Reduce the maximum cafeteria cash in lieu from \$1,150 to \$287.50 per month. Cafeteria increases as specified in the Resolution attachment.

Bilingual Pay as specified in the Resolution attachment.

Agreement to reclassify five Police Officer positions to Police Agent positions.

Include Police Agent classification under the non-PERSable Annual Stipend with an amount of \$3,600.

Other minor operational, clean up and/or non-economic items.

The revised Memorandum of Understanding will be available in the Human Resources Department for review.

**FISCAL IMPACT:**

The tentative agreement was reached within settlement authority provided by the City Council.

Prepared By: Marisol Thorn, Director of Human Resources

Reviewed By:

Approved By: Graham Mitchell, City Manager

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**Attachments**

Resolution - ECPOA MOU

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RESOLUTION NO. \_\_-19

RESOLUTION APPROVING  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF EL CAJON AND  
THE EL CAJON POLICE OFFICERS' ASSOCIATION  
FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2024,  
IN ACCORDANCE WITH THE MEYERS-MILIAS-BROWN ACT

WHEREAS, the City Council has approved changes in the terms and conditions of employment of employees in the classifications represented by the El Cajon Police Officers' Association ("ECPOA") for the period from July 1, 2019 through June 30, 2024, as hereinafter set forth:

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

1. The City Council hereby approves the revised and updated Memorandum of Understanding By and Between the City of El Cajon and the El Cajon Police Officers' Association ("ECPOA") (the "Memorandum") containing provisions for changes in the terms and conditions of employment for Fiscal Years 2019 through 2024. A summary of said Memorandum is attached hereto as Exhibit "A," and made a part hereof by this reference.

2. The City Council hereby finds that approval of the Memorandum satisfies the City's obligations regarding the Meet and Confer process in accordance with the Meyers-Milias-Brown Act (Government Code section 3500 et seq.).

06/11/19 CC Agenda

Reso Employee Org – ECPOA MOU 060419



## EXHIBIT "A"

### Summary of Revised Terms and Conditions of El Cajon Police Officers' Association (ECPOA) Memorandum of Understanding:

1. **Duration:**

July 1, 2019 – June 30, 2024

2. **Salary Increases:**

Step consolidation (7 step to traditional 5 steps, which will result in individual increases between 2.5% and 7.7%).

- (a) 5.0% across the board increase reflected on the first paycheck issued in July 2019;
- (b) 4.0% across the board increase reflected on the first paycheck issued in January 2020;
- (c) 2.0% across the board increase reflected on the first paycheck issued in July 2020;
- (d) 2.5% across the board increase reflected on the first paycheck issued in July 2021;
- (e) 2.5% across the board increase reflected on the first paycheck issued in July 2022;
- (f) 3.0% across the board increase reflected on the first paycheck issued in July 2023; and
- (g) ***Contingent*** 2.0% increase to salary reflected on the first paycheck issued in July 2023. City shall provide an additional 2% Cost of Living Adjustment in the event that the City's actual combined general sales tax and property tax revenues in Fiscal Year 2022/23 is greater than the actual combined general sales tax and property tax in Fiscal Year 2018/19 by an amount equal to or greater than 9.5%. Sales tax revenue comparisons will be the four quarters of regular sales tax received by the City for calendar years 2018 and 2022 as indicated in a report published by the California State Board of Equalization. Property tax revenue comparisons will be the regular secured property tax between Fiscal Years 2018/19 and 2022/23. The property tax figure will be defined as 0.11% of the estimated City's Net Total Secured Roll as provided by the County of San Diego in May of each year. ***More detailed language may be outlined in MOU.***

3. **Educational Incentives:**

- (a) Add Supervisory POST Incentive of 3%, increase reflected on the first paycheck issued in July 2019;
- (b) Increase Advanced POST incentive by 2%, increase reflected on the first paycheck issued in January 2020;
- (c) Increase Advanced and Supervisory POST incentives by 1%, increase reflected on the first paycheck issued in July 2021; and
- (d) Increase Advanced and Supervisory POST incentives by 1%, increase reflected on the first paycheck issued in July 2022.

4. **Cafeteria Plan Increase:**

Starting plan year January 2020, reduce the cafeteria cash in lieu maximum amount to \$287.50, and increase cafeteria amounts in year one, year three and year four.

<b>Effective Date</b>	<b>Existing and New Employees</b>
January 1, 2020	Cafeteria: \$1,300 Max Cash in Lieu: \$287.50
January 1, 2021	Cafeteria: \$1,300 Max Cash in Lieu: \$287.50
January 1, 2022	Cafeteria: \$1,350 Max Cash in Lieu: \$287.50
January 1, 2023	Cafeteria: \$1,400 Max Cash in Lieu: \$287.50
January 1, 2024	Cafeteria: \$1,400 Max Cash in Lieu: \$287.50

5. **Bilingual Pay:**

Monthly bilingual pay to \$120 per month.

6. **Position changes:**

Upgrade 5 Police Officer positions to Police Agents.

7. **Non-PERSable Stipends:**

Include the Police Agent classification under the annual stipends provision – (a) Annual non-PERSable stipend of \$4,000 (Sergeants); \$3,600 (Agents) or \$3,200 (Officers) for all POA members employed in the applicable rank at the time of payment.



**City Council  
Agenda Report**

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Nahid Razi, Purchasing Agent  
**SUBJECT:** Award of Bid No. 005-20 – Fire Station 9 Driveway

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**RECOMMENDATION:**

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

1. Approve Plans and Specifications for Fire Station 9 Driveway, Bid No. 005-20;
2. Find the first low bidder non-responsive for the reason set forth in this agenda report; and
3. Award the bid to the lowest responsive, responsible bidder, Portillo Concrete, Inc., in the amount of \$66,310.

**BACKGROUND:**

The Fire Station 9 Driveway project will include curb, base material, and saw cutting improvements to the 43-year-old driveway. This project was advertised on April 4, 2019. Seven responses were received and opened at 2:00 p.m. on May 7, 2019.

The three lowest bid responses were evaluated. At the time of the bid opening, the first low bidder, Lighting Fence Company, Inc. (LFC), had a suspended corporate status according to the California Secretary of State website. Therefore, staff notified LFC of its non-responsive bid on May 22, 2019.

On May 28, 2019, LFC submitted written correspondence to advise the City of its revived corporate status and requested staff to reconsider the award of the bid. When a corporation's status is suspended, it involves a loss of the organization's power, rights, and privileges. As a result, LFC was not authorized to conduct business in the state of California at the time of the bid opening. For the reason set forth above, Lighting Fence Company, Inc. shall be deemed non-responsive.

Staff recommends award of the bid to the lowest responsive, responsible bidder, Portillo Concrete, Inc., in the amount of \$66,310. The summary of bids is attached and complete proposals are on file in the Purchasing Division.

**FISCAL IMPACT:**

The fiscal impact of this project is \$66,310. Sufficient funds are included in the proposed Fiscal Year 2019-20 budget, contingent upon City Council approval: Fire Station 9 Driveway (PS0061).

Prepared By: Nahid Razi, Purchasing Agent

Reviewed By: Dirk Epperson, Director of Public Works

Approved By: Graham Mitchell, City Manager

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**Attachments**

Bid Summary

Reso - Approve Plans & Specs

Reso - Award

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**City of El Cajon Purchasing Division**  
**Bid Summary**

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Bid No. 005-20 – Fire Station 9 Driveway

<b>Bidder</b>	<b>Bid Amount</b>
Lightning Fence Company, Inc. (Escondido, CA)	\$62,824.00**
Portillo Concrete, Inc. (Lemon Grove, CA)	\$66,310.00*
PAL General Engineering, Inc. (San Diego, CA)	\$67,180.00
Blue Pacific Engineering (San Diego, CA)	\$69,860.00
Accurate Asphalt & Concrete, Inc. (Spring Valley, CA)	\$72,512.00
Just Construction, Inc. (San Diego, CA)	\$75,674.40
Anton's Service, Inc. (Lakeside, CA)	\$75,840.00

\*RECOMMEND AWARD

\*\*NON-RESPONSIVE BIDDER

ENGINEER'S ESTIMATE: \$80,000

RESOLUTION NO. \_\_-19

RESOLUTION APPROVING  
PLANS AND SPECIFICATIONS FOR  
FIRE STATION 9 DRIVEWAY  
(Bid No. 005-20)

WHEREAS, the Director of Public Works has submitted plans and specifications for the Fire Station 9 Driveway project (the "Project"); and

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

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

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

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

RESOLUTION NO. \_\_-19

RESOLUTION AWARDED BID FOR  
FIRE STATION 9 DRIVEWAY  
(Bid No. 005-20)

WHEREAS, the Fire Station 9 Driveway project (the "Project") will include curb, base material, and saw cutting improvements to the existing driveway of the fire station located at 1301 North Marshall Avenue; and

WHEREAS, the Project was advertised on April 4, 2019, and seven (7) responses were received and opened at 2:00 p.m. on May 7, 2019; and

WHEREAS, the three (3) lowest bid responses were evaluated, and at the time of the bid opening, the first low bidder, Lighting Fence Company, Inc. ("LFC"), had a suspended corporate status according to the California Secretary of State website, and was notified of its non-responsive bid on May 22, 2019; and

WHEREAS, on May 28, 2019, LFC submitted written correspondence to advise the City of its revived corporate status and requested reconsideration of the award of the bid; and

WHEREAS, suspended corporate status involves a loss of the organization's power, rights and privileges, and as a result, LFC was not authorized to conduct business in the state of California at the time of the bid opening, and was therefore deemed non-responsive; and

WHEREAS, the Purchasing Division, in concurrence with the Director of Public Works, recommends award of the bid to the lowest responsive, responsible bidder, Portillo Concrete, Inc., in the amount of \$66,310; and

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

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby finds the first low bidder to be non-responsive; rejects all other bids and proposals except that herein mentioned; and awards the bid for the Fire Station 9 Driveway project to:

Portillo Concrete, Inc.

in the amount of \$66,310.00.

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

06/06/19 CC Agenda  
Bid 005-20 – Fire Station 9 Driveway – Awd (Portillo Concrete) 060619





City Council  
Agenda Report

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dirk Epperson, Director of Public Works  
**SUBJECT:** Delinquent Refuse Collection Charges

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**RECOMMENDATION:**

That the City Council:

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

**BACKGROUND:**

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

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

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

On May 6, 2019, 350 customers were sent a Final Notice of Delinquency, asking them to pay a combined total of \$50,121.79. As of May 31, 2019, 37 customers have paid, leaving a balance of 313 delinquent accounts for the City Council to consider totaling \$44,867.41.

**FISCAL IMPACT:**

As the City collects a 15% franchise fee for Waste Management services, the City's financial share of these delinquencies is approximately \$6,730.11. These funds are deposited into the General Fund.

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

Prepared By: Dirk Epperson, Director of Public Works  
Reviewed By: Vince DiMaggio, Assistant City Manager  
Approved By: Graham Mitchell, City Manager

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Attachments

Resolution

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RESOLUTION NO. \_\_\_-19

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

WHEREAS, pursuant to the provisions of Chapter 8.24 of the El Cajon Municipal Code, a public hearing was held on June 11, 2019, for the purpose of hearing objections or protests to a report and account of delinquent refuse collection service fees and charges; and

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

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

1. In accordance with the provisions of Title 4, Division 3, Chapter 10, section 38791 and Title 3, Division 2, Chapter 8, section 25831 of the Government Code of the State of California, and section 8.24.090 of Chapter 8.24 of the El Cajon Municipal Code, the report and account of delinquent refuse collection service fees and charges (Exhibit "A") considered at the hearing held on June 11, 2019, on file in the office of the City Clerk, is approved, and the unpaid amounts designated in said report and account shall be a charge to the owners of the properties on the next regular tax bill, and shall be liens upon the properties involved.

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

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

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

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

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

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

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

06/11/19 CC Agenda

Delinquent Refuse Liens (June 2019) 052019



## City Council Agenda Report

**Agenda Item 11.**

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dirk Epperson, Director of Public Works  
**SUBJECT:** Delinquent Sewer Service Charges

---

### RECOMMENDATION:

That the City Council:

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

### BACKGROUND:

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

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

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

On May 6, 2019, 796 customers were sent a Final Notice of Delinquency, requesting that they pay a delinquent combined total amount of \$122,017.67. As of June 3, 2019, 294 customers have paid, leaving a balance of 502 accounts totaling \$139,925.98 for the City Council to consider. Each customer will also pay a 1.5% interest charge and an administrative fee of \$25 for the City's recording processing cost.

**FISCAL IMPACT:**

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

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

Prepared By: Dirk Epperson, Director of Public Works

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

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Attachments

Resolution

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RESOLUTION NO. \_\_-19

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

WHEREAS, pursuant to the provisions of Chapter 13.44 of the El Cajon Municipal Code, a public hearing was held on June 11, 2019, for the purpose of hearing objections or protests to a report and account of delinquent sewer service charges; and

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

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

1. In accordance with the provisions of section 13.44.100 of Chapter 13.44 of the El Cajon Municipal Code, the report and account of delinquent sewer service charges (Exhibit "A") considered at the hearing held on June 11, 2019, on file in the office of the City Clerk, is approved, and the unpaid amounts designated in said report and account shall be a charge to the owners of the property on the next regular tax bill, and shall be a lien upon the property involved.

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

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

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

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

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

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



## City Council Agenda Report

Agenda Item 12.

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Morgan Foley, City Attorney  
**SUBJECT:** Adoption of New Fees; Modification and Elimination of Existing Fees; and Amendment of Schedule of Miscellaneous Fees

---

### RECOMMENDATION:

That the City Council:

1. Opens the Public Hearing and receives testimony;
2. Closes the Public Hearing; and
3. Adopts the next Resolution, in order, to modify certain existing fees, add and delete certain fees, and amend the City's Schedule of Miscellaneous Fees.

### BACKGROUND:

City staff annually reviews existing fees and charges, and if needed, proposes changes to the City's Schedule of Miscellaneous Fees (the "Schedule") based on the reasonable anticipation of actual costs to provide City services. The following generally describes changes in fees recommended by the City Clerk's Office, the Building & Fire Safety and Planning Divisions of Community Development, and the Police, Public Works, and Recreation Departments. If approved, the proposed City Clerk, Police and Recreation Department fee changes will take effect on July 1, 2019. Building & Fire Safety, Planning, and Public Works fee revisions will take effect sixty (60) days following adoption by the City Council, on August 10, 2019.

The City Clerk's Office has recommended deletion of certain outdated fees from the Schedule, including agenda packets and duplicate audio cassettes. The agenda is available for download from the City's website, and cassette tape copies are no longer available. In addition, the incorrect Public Hearing (including appeals) fee currently listed on the Schedule is being changed to reflect the accurate amount (to include full cost recovery for publication expenses).

The Building and Fire Safety Division fee for photovoltaic ("PV") systems (51-100 modules) will decrease significantly due to improved processing efficiency.

The Planning Division has recommended that a long-established fee for Director's Determination, not formerly listed on the Schedule, should be added.

The Police Department has recommended that a fee for Body Worn Camera ("BWC") footage should be added to the Schedule as there is currently no specific fee, and the process for producing a copy, which is both audio and video, is much more labor-intensive than reproduction of a 911 audio.



The Public Works Department is clarifying the fees for three activities: Minor Building Review; Additions of 400 square feet; or Added Plumbing Fixtures, should be separate charges or fees, and is proposing that the current fee for Outdoor Dining Permits should be revised to include the same fee for Sidewalk Vendors, which was adopted by the City Council and became effective on January 11, 2019.

As a result of staff review and analysis of all department fees and the actual amount of staff time required to accomplish each activity, the Recreation Department is recommending increases to existing fees in order to achieve revenue recovery. In addition, fees have been added for use of a new bridal suite at the recently remodeled Ronald Reagan Community Center, and rental of additional special equipment not previously offered.

**FISCAL IMPACT:**

These changes would modestly increase revenue and have a net result in approaching full cost recovery.

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Attachments

Resolution (marked changes)

Resolution (changes accepted)

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RESOLUTION NO. \_\_\_\_-19

RESOLUTION OF THE EL CAJON CITY COUNCIL AMENDING  
RESOLUTION NO. 71-93 PERTAINING TO FEES FOR CITY SERVICES

WHEREAS, at the City Council meeting on June 11, 2019, staff recommended to the City Council that in an effort to achieve recovery of staff costs, it is necessary to update and revise some of the fees charged by the City of El Cajon to provide City services without adversely impacting the City's general fund; and

WHEREAS, in order to recover these costs, it is necessary to establish new fees and modify current fees by amending the Schedule of Miscellaneous Fees; and

WHEREAS, as required by Article XIII C of the California Constitution and California law, cities can only charge rates or fees that are equal to or less than the reasonably anticipated costs of providing the service, conferring a benefit, granting a privilege, performing regulatory duties, enforcing laws, or as a condition of property development; and

WHEREAS, in order to recover these costs, it is necessary to adopt new fees and modify current fees, and by amending the Schedule of Miscellaneous Fees; and

WHEREAS, the City Council has previously, by Resolution No. 71-93, and amended by numerous prior resolutions, the last of which was Resolution No. 059-18, adopted and maintained a Schedule of Miscellaneous Fees; and

WHEREAS, following a properly noticed public hearing at which oral and written testimony was received and considered, the City Council has determined that it is in the best interest of the City to adjust fees for City services.

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

1. The El Cajon City Council hereby approves adjustment of fees for City services pursuant to the Schedule of Miscellaneous Fees attached hereto as Exhibit "A" and made a part hereof by this reference.

2. The Schedule of Miscellaneous Fees, as initially established by Resolution No. 71-93 and amended as set forth in the recitals above, is hereby amended to include said fee adjustments. Except as otherwise provided herein, any fees described on the Schedule of Miscellaneous Fees in conflict with the fees established or increased by this Resolution shall be void and of no force and effect.

3. This Resolution shall take effect immediately upon its adoption, and the fee changes for the City Clerk's Office and Police and Recreation Departments will take effect on July 1, 2019. However, Building & Fire Safety, Planning, and Public Works fee

revisions will take effect 60 days following adoption by the City Council, on August 10, 2019.

06/11/19 CC Agenda

2019 – Amend Misc Fee Schedule 051019

**SCHEDULE OF MISCELLANEOUS FEES**

Effective     /    /07/01/19 = ~~Finance, Fire, City Clerk,~~ Police and Recreation  
Departments

Effective     /    /08/10/19 = Building & Fire Safety, Planning and Public Works  
(Amended by Resolution No.     -19)

<b><u>Department</u></b>	<b><u>Fee Description</u></b>	<b><u>Current Fee/Unit Basis</u></b>
<b>CITY CLERK</b>		
	<del>Agenda packets</del>	<del>\$50.00</del>
	Attestation fee	\$10.00
	Certification of documents	\$10.00
	Conformed copy of Recorded Document	County Recorder fee
	Copies (Standard size)	\$.04 per page (plus actual cost of employee's time to copy records)
	Copies of FPPC filings	\$.04 per page (plus actual cost of employee's time to copy records)
	+ retrieval fee for copies more than five (5) years old	\$5.00 per request
	<del>Duplicate tapes (audio cassette)</del>	<del>\$10.00 each</del>
	DVD / CD	\$15.00
	Municipal Code (CD ROM Version of Quarterly Supplements)	\$100.00
	Municipal Code (hard copy)	\$360.00
	Municipal Code supplements	\$50.00
	Public Hearing (including appeals)	<del>\$500.00</del> 945.00
	Recording fee	\$13.00 + County Recorder fees
	Request for appeal to City Council non-public hearing	\$50.00
	Public hearing item that is referred to Planning Commission/City Council for new public hearing	Varies (actual costs of legal advertising and notifying property owners)
<b>COMMUNITY DEVELOPMENT</b>		
Building & Fire Safety		
	<b><u>Copies:</u></b>	
	Building permits	\$2.00 first page
	Additional pages	\$1.00 each additional page
	Blueprint copies	\$2.00 setup
	Per page	\$5.00 each page
	Archive fee	
	Permit documents	\$4.00 (base fee)
	Plans	\$4.00 (base fee)
	Up to 8 ½ "x 14"	\$.50/sheet
	Over 8 ½ " x 14"	\$2.00/sheet
	CD copy of Plans or Permits	\$16.00

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	<b><u>Housing Permit Fee:</u></b>	\$6.00/unit (<25)
		\$5.75/unit (26-50)
		\$5.50/unit (51-99)
		\$5.25/unit (100-199)
		\$5.00/unit (200 or more)
	Unsafe, substandard administrative fee to initiate proceeding	\$615.00
	Solicit bids to clear	\$1,690.00
	<b><u>Building Permit Fees:</u></b>	
	Valuation (based on the amended and adjusted 2016 Valuation Schedule as approved by the San Diego Chapter of ICC):	
	\$1.00 to \$500.00	\$27.09
	\$501.00 to \$2,000.00	\$27.09 for first \$500.00 + \$3.61 each add'l \$100.00 or fraction thereof to & including \$2,000.00
	\$2,001.00 to \$25,000.00	\$81.27 for first \$2,000.00 + \$16.25 each add'l \$1,000.00 or fraction thereof to & including \$25,000.00
	\$25,001.00 to \$50,000.00	\$455.11 for first \$25,000.00 + \$11.74 each add'l \$1,000.00 or fraction thereof to & including \$50,000.00
	\$50,001.00 to \$100,000.00	\$748.59 for first \$50,000.00 + \$8.13 each add'l \$1,000.00 or fraction thereof to & including \$100,000.00
	\$100,001.00 to \$500,000.00	\$1,154.94 for first \$100,000.00 + \$6.32 each add'l \$1,000.00 or fraction thereof to & including \$500,000.00
	\$500,001.00 to \$1,000,000.00	\$3,683.34 for first \$500,000.00 + \$5.42 each add'l \$1,000.00 or fraction thereof to & including \$1,000,000.00
	\$1,000,000.00 and up	\$6,392.34 for first \$1,000,000.00 + \$3.61 each add'l \$1,000.00 or fraction thereof
	<b><u>Plan Check Fee:</u></b>	
	65% of Building Permit Fee	
	Technology Maintenance Fee	\$25.00 surcharge on each permit processed
	<b><u>Allocated Fees:</u></b>	
	Building Permit General Plan	\$135.00/building permit
	Maintenance Fee Surcharge	
	Building Permit Code Enforcement Surcharge	
	<u>Valuation</u>	<u>Add'l Charge Per Unit</u>
	<u>Base Fee Amount</u>	

<u>Department</u>	<u>Fee Description</u>		<u>Current Fee/Unit Basis</u>
	Up to \$500	\$11.65	None
	\$501 to \$2,000	\$11.65	\$1.55 per unit of 1,000
	\$2,001 to \$25,000	\$34.95	\$6.99 per unit of 1,000
	\$25,001 to \$50,000	\$195.70	\$5.05 per unit of 1,000
	\$50,001 to \$100,000	\$321.89	\$3.50 per unit of 1,000
	\$100,001 to \$468,000	\$496.62	\$2.72 per unit of 1,000
	Over \$468,000	\$1,500.00	
	Building Permit Plan Check Fee		\$26.00/building permit
	Planning Division Surcharge		
	<b><u>Electrical Fees:</u></b>		
	Issuance Fee without Plans		\$36.00
	Issuance Fee with Plans		\$10.00
	New Residential by Square Foot		\$0.10
	Swimming Pool Electrical		\$70.00
	Temporary Power		\$33.00
	Miscellaneous Circuit		\$26.00
	Lighting Fixtures up to 20		\$2.00
	Lighting Fixtures over 20		\$1.00
	Switches, Outlets, Light Outlets up to 20		\$2.00
	Fixed Appliances		\$7.00
	Sign Electrical – 1 <sup>st</sup> circuit		\$34.00
	Additional Sign Circuit		\$7.00
	Meter Upgrade / Services to 200 Amp		\$43.00
	Meter Upgrade / Services 200 to 1000 Amp		\$88.00
	Meter Upgrade / Services over 1000 Amp		\$176.00
	Generators, Transformers, etc.		As per services of same amperage rating
	PV Systems 1.5 hours P.C. & 1.5 hours insp. time per 10,000 kilowatt or portion thereof		
	PV System (up to 50 modules)		\$250.00
	PV System (51 to 100 modules)		<del>\$630.00</del> 360.00
	PV System (each block of 100, or portion thereof, over 100)		\$135.00
	Energy Storage System (battery) with PV		\$115.00
	Energy Storage System (battery) without PV		\$230.00
	Commercial Charging Stations (up to 5)		\$230.00
	Commercial Charging Stations (6 and over)		\$430.00
	<b><u>Plumbing Fees:</u></b>		
	Issuance Fee without Plans		\$47.00
	Issuance Fee with Plans		\$23.00
	Fixture, Rainwater System		\$17.00
	Building Sewer		\$36.00

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>			
	Water Heater	\$17.00			
	Gas Piping to Five Outlets	\$12.00			
	Gas Piping Each Additional Outlet	\$2.00			
	Interceptor	\$17.00			
	Water Pipe /Fill Line	\$17.00			
	Drains/Vents	\$17.00			
	Lawn Sprinkler System	\$17.00			
	Vacuum Breaker	\$12.00			
	Backflow Prevention Device /Vac. Breaker	\$17.00			
	<b><u>Mechanical Fees:</u></b>				
	Issuance Fee without Plan	\$36.00			
	Issuance Fee with Plan	\$10.00			
	Heater /FAU to 100,000 BTU	\$21.00			
	Heater / FAU over 100,000 BTU	\$26.00			
	Wall Heater/Unit Heater	\$21.00			
	Vent	\$10.00			
	Heat Pump	\$39.00			
	Air Conditioner/Compressor to 100,000 psi	\$39.00			
	Air Conditioner/Compressor over 100,000 psi	\$52.00			
	Mechanical Gas System	\$13.00			
	Alter Duct System	\$16.00			
	Exhaust Fans/Hoods/Ducts	\$16.00			
	Miscellaneous Mechanical	\$16.00			
	Variable Air Volume	\$22.00			
	Evaporative Cooler	\$16.00			
	Air Handling Unit	\$21.00			
	Ventilation Fan (Single Duct)	\$10.00			
	<b><u>Fire/Building Permit Fee Schedule</u></b>				
	<u>Description</u>	<u>PC/Admin</u>	<u>Permit Fee</u>	<u>Total</u>	<u>Contracted Services</u>
	Air/Vapor Separator	\$84.00	\$155.00	\$239.00	Actual cost +20%
	A.G. Tank Installation	\$84.00	\$118.00	\$202.00	Actual cost +20%
	A.G. Tank Removal	\$84.00	\$118.00	\$202.00	Actual cost +20%
	Business (General) Fire Insp.	\$0	\$155.00	\$155.00	Actual cost +20%
	Fire Alarm Sys. <25 devices	\$167.00	\$226.00	\$393.00	Actual cost +20%
	Fire Alarm Sys. 25-75 devices	\$207.00	\$226.00	\$433.00	Actual cost +20%
	Fire Alarm Sys. >75 devices	\$249.00	\$263.00	\$512.00	Actual cost +20%

<u>Department</u>	<u>Fee Description</u>		<u>Current Fee/Unit Basis</u>		
	Fire Sprink.<25 heads New	\$167.00	\$226.00	\$393.00	Actual cost +20%
	Fire Sprink. 25-75 heads New	\$207.00	\$226.00	\$433.00	Actual cost +20%
	Fire Sprink. >75 heads New	\$249.00	\$263.00	\$512.00	Actual cost +20%
	Fire Sprink. <25 heads TI	\$84.00	\$190.00	\$274.00	Actual cost +20%
	Fire Sprink. 25-75 heads TI	\$126.00	\$226.00	\$352.00	Actual cost +20%
	Fire Sprink. >75 heads TI	\$167.00	\$263.00	\$430.00	Actual cost +20%
	Fire Ext. System (hood)	\$84.00	\$118.00	\$202.00	Actual cost +20%
	Fire Ext. System (other)	\$84.00	\$118.00	\$202.00	Actual cost +20%
	Install. Compressed Gas Sys.	\$84.00	\$155.00	\$239.00	Actual cost +20%
	Miscellaneous Clearance	\$0	\$155.00	\$155.00	Actual cost +20%
	Miscellaneous Inspection	\$0	\$76.00	\$76.00	Actual cost +20%
	Miscellaneous Review	\$76.00	\$0	\$76.00	Actual cost +20%
	Standpipe/Riser/Fire Pump	\$84.00	\$155.00	\$239.00	Actual cost +20%
	Tent Additional	\$0	\$22.00	\$22.00	Actual cost +20%
	U.G. Tank Installation	N/A	\$190.00	\$190.00	Actual cost +20%
	U.G. Water Supply/Private Hydr.	\$84.00	\$118.00	\$202.00	Actual cost +20%
<b><u>Fire Review and Final Fire Clearance of Building Permit Applications</u></b>					
	<u>Description</u>	<u>Plan Review</u>	<u>Fire Inspection</u>	<u>Total</u>	
	Residential	\$76.00	\$76.00	\$152.00	
	Multi-Family	\$114.00	\$114.00	\$228.00	
	TI	\$76.00	\$76.00	\$152.00	
	Commercial	\$114.00	\$114.00	\$228.00	
	Technical Report	\$76.00	\$76.00	\$152.00	
	Miscellaneous Review	\$76.00	\$76.00	\$152.00	
	Miscellaneous Clearance	\$76.00	\$76.00	\$152.00	
<b><u>Permit to Operate under California Fire Code</u></b>					
	<u>Description</u>	<u>Fee</u>			
	Aerosol Products	\$146.00			
	Amusement Buildings	\$109.00			
	Aviation Facilities	\$146.00			



<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	Barbeque Pit or Operation (one-time use)	\$91.00
	Block Party (one-time use)	\$18.00
	Carnival & Fairs	\$146.00
	Cellulose Nitrate Film	\$146.00
	Combustible Dust-Producing Operations	\$146.00
	Combustible Fibers	\$146.00
	Combustible Storage, Miscellaneous	\$146.00
	Compressed Gases	\$146.00
	Covered Mall Buildings	\$600.00
	Cryogenic Fluids	\$146.00
	Cutting & Welding	\$146.00
	Dry Cleaning Plants	\$146.00
	Exhibit & Trade Shows	\$146.00
	Explosives	\$159.00
	Fire Clearance Pre-Inspection 25 or fewer people	\$50.00
	Fire Clearance Pre-Inspection 26 or more people	\$100.00
	Fire Final for Residential Care Facilities – Elderly	\$60.00
	Fireworks	\$159.00
	Flammable & Combustible Liquids	\$146.00
	Floor finishing >350 sq. ft. using Class I or II liquids	\$73.00
	Fruit & Crop Ripening	\$146.00
	Fumigation & Thermal Insecticides Fogging	\$73.00
	Hazardous Materials	\$291.00
	HPM Facilities	\$146.00
	High Piled Storage	\$146.00
	High-Rise (Over 75')	\$291.00
	Hot Work Operations	\$146.00
	Institutional 1-3 (Jails & Detention Centers)	\$146.00
	Industrial Ovens	\$146.00
	Large Family Day Care	\$73.00
	Liquefied Petroleum Gas	\$146.00
	Liquid or Gas Vehicles or Equipment in Assembly Building	\$146.00
	Live Audiences	\$109.00
	Lumber Yards & Wood Working Plants	\$146.00
	Magnesium	\$146.00
	Motor Fuel-Dispensing Facilities	\$109.00
	Open Burning	\$73.00
	Open Flames & Candles	\$73.00
	Open Flames & Torches	\$73.00
	Organic Coatings	\$146.00
	Place of Assembly A-1	\$182.00
	Place of Assembly A-2	\$109.00
	Place of Assembly A-3	\$146.00

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	Place of Assembly A-4	\$182.00
	Place of Assembly A-5	\$109.00
	Production Facilities	\$146.00
	Pyrotechnic Special Effects Material	\$159.00
	Pyroxylin Plastics	\$146.00
	Refrigeration Equipment	\$146.00
	Repair Garages	\$109.00
	Rooftop Heliports	\$109.00
	Spraying or Dipping	\$146.00
	Storage of Scrap Tires & Tire Byproducts	\$109.00
	Temp. Membrane Structures, Tents & Canopies	\$128.00
	Tire-Rebuilding Plants	\$109.00
	Vehicles Indoors	\$146.00
	Waste Handling	\$146.00
	Wood Products	\$146.00
	<b><u>Operational Permit under Health &amp; Safety Code</u></b>	
	<u>Description</u>	<u>Fee</u>
	Apartment, Hotel, Motel Inspections (1-14)	\$72.00
	Apartment, Hotel, Motel Inspections (15-50)	\$114.00
	Apartment, Hotel, Motel Inspections (51-100)	\$165.00
	Apartment, Hotel, Motel Inspections (101-150)	\$227.00
	Apartment, Hotel, Motel Inspections (151-200)	\$310.00
	Apartment, Hotel, Motel Inspections (201-250)	\$350.00
	Apartment, Hotel, Motel Inspections (251-300)	\$392.00
	Apartment, Hotel, Motel Inspections (301-350)	\$433.00
	Apartment, Hotel, Motel Inspections (351-400)	\$475.00
	Apartment, Hotel, Motel Inspections (>400)	\$516.00
	Care Facility Annual <25	\$146.00
	Care Facility Annual ≥25	\$219.00
	Care Facility Fire Clearance <25	\$146.00
	Care Facility Fire Clearance ≥25	\$219.00
	Care Facility Pre-Inspection <25 (by State law)	\$25.00
	Care Facility Pre-Inspection ≥25 (by State law)	\$50.00
	Daycare/In-home Care Licensing	\$146.00
	High Rise	\$291.00
	Institutional (I Occupancy)	\$146.00
	<b><u>Additional Fees:</u></b>	
	Expedited Plan Check Fee – when available, expedited plan check fee will be charged at the rate of the normal plan fee plus 50% to cover cost of overtime.	
	Condominium Conversion Fee	\$181.00/1 <sup>st</sup> unit \$90.00/additional units
	Demolition Permit Fee	\$142.00

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	Relocation Permit Fee	\$179.00
	Inspections outside of normal business hours:	
	If extension of workday – minimum one hour at 1.5 times fully burdened hourly rate.	
	If not extension of workday, or on weekend – minimum two hours at 1.5 times fully burdened hourly rate.	
	Re-inspection fees (normal business hours) – fully burdened hourly rate.	
	Additional plan review – minimum one hour at fully burdened hourly rate.	
	General Business Fire Inspection	\$30.00
<b>COMMUNITY DEVELOPMENT</b>		
Housing	Annual Participating Lender Fee	\$100.00
	Participating Lender Fee	\$250.00
	Reconveyance Fee	\$45.00
	Subordination Fee	\$200.00
	Subordination Fee Re-Check	\$50.00
<b>COMMUNITY DEVELOPMENT</b>		
Planning	Archive Fee:	
	Entitlement Permit Plans	\$4.00 Setup fee
	Up to 8½" x 14"	\$.50/sheet
	Over 8½" x 14"	\$2.00/sheet
	<u>Copies:</u>	
	General Plan	
	Text	\$10.00
	Map	\$15.00
	Zoning Map	\$15.00
	Zoning Ordinance (copy on CD)	\$10.00
	Zoning Ordinance (hard copy)	\$25.00
	Standard photocopies	\$.04 per page (plus actual cost of employee's time to copy records)
	Administrative Zoning Permit	\$325.00 (Disabled person license/placard holders applying for shade structures are exempt)
	Adult entertainment	\$3,025.00
	Agreement Not to Convey Condominium Conversions	\$1,680.00
	Amending Zoning Code	\$2,375.00
	Annexation	\$2,100.00 per acre
	Annual Alcohol Sales Regulatory Fee (Resolution 98-13)	\$0.00

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	Appeal – Administrative	\$263.00
	Appeal – Public Hearing	\$945.00
	Certificate of Compliance	\$1,150.00
	Certificate of Modification	\$1,125.00
	Conditional Use Permit ( <a href="#">CUP</a> )	\$5,195.00
	Conditional Use Permit (Minor)	\$2,075.00
	Development Agreement	\$Cost (\$10,000.00 deposit required)
	<a href="#">Director's Determination</a>	<a href="#">\$120.00</a>
	Environmental Impact Report ( <a href="#">EIR</a> )	\$Cost (\$10,000.00 deposit required)
	Extension of Time	\$525.00
	Fish and Game Impact Fee	\$89.00 + pass-thru costs
	General Plan Amendment ( <a href="#">GPA</a> )	\$3,505.00
	Historic Resource Designation	\$1,105.00
	Landscape Documentation Package Review	\$375.00
	Landscaping and Irrigation Plan Review	\$53.00 (up to two plan checks)
	Lot Line Adjustment	\$1,425.00
	Minor Amendment	\$1,205.00
	Minor Use Permit	\$1,205.00
	Mitigated Negative Declaration / Initial Study	\$5,100.00 + \$263.00 for each required report (up to two reviews)
	Negative Declaration / Initial Study	\$5,100.00 + \$263.00 for each required report (up to two reviews)
	Notice of Determination	\$89.00 + pass-thru costs
	Partial Release of Lien (duplicate)	\$34.00 + County Recorder fees
	Planned Residential Development ( <a href="#">PRD</a> )	\$6,760.00
	Planned Unit Development ( <a href="#">PUD</a> )	\$6,760.00
	Public Hearing Continuance ( <a href="#">by applicant</a> )	\$79.00
	Public Hearing item that is referred to the Planning Commission/City Council	Varies (actual costs of legal advertising and notifying property owners)
	Re-inspection Fee	Fully burdened hourly rate
	Sign Application	
	Director's Review	\$560.00
	Planning Commission Review	\$1,105.00
	Staff Review	\$109.00
	Site Development Plan ( <a href="#">SDP</a> )	\$3,900.00
	Specific Plan ( <a href="#">SP</a> )	\$5,960.00
	Temporary Use Permit ( <a href="#">TUP</a> )	\$150.00
	Tentative Parcel Map ( <a href="#">TPM</a> )	\$3,625.00 + \$26.00/lot
	Tentative Subdivision Map ( <a href="#">TSM</a> )	\$6,225.00 + \$74.00/lot
	Temporary Subdivision Sign Application	\$53.00 application fee + \$105.00 refundable deposit / sign
	Tobacco License Fee	\$709.00
	Variance	\$1,025.00
	Zoning Letter	\$126.00
	Zoning Reclassification ( <a href="#">ZR</a> ) ( <a href="#">including prezoning</a> )	\$4,125.00

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
<b>FINANCE</b>		
	Escrow Demand processing fee	\$50.00
	Returned check fee	\$20.00
	Lien release processing fee	\$13.00 + County Recorder fee
	Special Operations License application and investigation fees	
	Secondhand, Pawnbroker, Auto Dismantler	\$505.00
	All other special operation businesses/activities	\$335.00
<b>FIRE</b>		
	<b><u>Weed Abatement:</u></b>	
	Administrative fee	\$95.00 per parcel
	Mowing	\$73.92 per hour
	Tractor/Loader	\$150.63 per hour
	Weedeater (City crew worker)	\$73.67 per hour
	Hauling – Dump truck	\$1.53 per mile
	Dumpster (hailed by City)	\$1.46 per yard
	Universal Dumpster – 25 yard	\$119.00 per load
	Universal Dumpster – 40 yard	\$154.00 per load
	<b><u>Emergency Medical Services (EMS):</u></b>	
	Non-Transport:	
	Basic Life Support (BLS) Assessment	\$0.00
	Advanced Life Support (ALS) Assessment	\$0.00
	Transport:	
	Basic Life Support (BLS) Transport	\$1,178.40
	Advanced Life Support (ALS) Transport	\$2,148.76
	Advanced Life Support (ALS) Transport (Level 2)	\$2,378.31
	Transport Mileage	\$41.23 per mile
	Pre-Hospital Medical Supplies	Varies
	Insurance co-pay for City of El Cajon Residents	First \$100.00 waived
	<b><u>Records Requests:</u></b>	
	Public Records Request to include NFIRS, Patient Care Report and Fire Investigation Narrative	\$.04 per page (plus actual cost of employee's time to copy records)
	Individual photographs (if available)	Actual cost
	Photographs on CD (if available)	\$10.00 per incident
	<b><u>Subpoenas:</u></b>	
	Civil Subpoena – Business Records	\$15.00
	Civil Subpoena – Employee Witness Fee	\$275.00 – All employees (per day)
<b>POLICE</b>		

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	Audio Reproduction Fee	\$45.00
	<a href="#">Body Worn Camera (BWC) Footage Reproduction</a>	<a href="#">\$90.00</a>
	Civil Subpoena – Business Records	\$15.00
	Civil Subpoena – Employee Witness Fee	\$275.00 – PD Employee (per day) \$275.00 – Peace Officer (per day)
	Copies	\$.04 per page (plus actual cost of employee's time to copy records)
	Copy of Call for Service (CFS) Report	\$1.00
	Copy of Police Report	\$10.00
	Fingerprint Fee (Inked)	\$20.00
	Fingerprint (LIVESCAN Fee)	\$35.00
	Massage License Fee	\$300.00
	Private Property Towing Administration Fee	\$40.00
	Vehicle Impound Fee:	
	Release of Impounded Vehicles	\$135.00
	Release of Impounded Vehicles Unlicensed/Revoked/Suspended	\$150.00
	Vehicle Repossession Fee	\$15.00
	VIN Verification	\$5.00
	VISA/Clearance Letter Fee:	
	Formal Letter	\$15.00
	Formal Letter with Notarization	\$25.00
	<u>Photograph Reproduction:</u>	
	Administrative Fee Research photo files, obtain clearances, package and mail	\$25.00
	Per Unit Charges	
	Black & White and Color	
	4 x 5	\$5.00
	5 x 7	\$6.00
	8 x 10	\$8.00
	Polaroid – Black & White and Color	\$5.00
	Proofs/Contact Sheets – Black & White and Color	\$8.00
<b>POLICE</b>		
Animal Control		
	License Fees (Altered Animals)	
	(Not to exceed one-half of license fee):	
	Half-year	\$15.00
	One year	\$20.00
	Two years	\$25.00
	Three years	\$30.00
	License Fees (Unaltered Animals)	
	Half-year	\$30.00

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	One year	\$40.00
	Two years	\$50.00
	Three years	\$60.00
	Late Fee	\$15.00
	Transfer fee (Change of Ownership/Address)	\$5.00
	Duplicate Tags	\$5.00
	Penalty for Delinquency	\$15.00
	Impound Fees (Altered/Unaltered):	
	First Impound	\$40.00
	Second Impound	\$60.00
	Third and Subsequent Impounds	\$80.00
	<u>Mandatory State Fines – Unaltered Dogs and Cats</u>	
	(Over and above impound fees)	
	First Impound	\$35.00
	Second Impound	\$50.00
	Third and Subsequent Impounds	\$100.00
	Home Quarantine Fee	\$20.00
	Boarding Fees	\$8.00 per day
	Requiring veterinary care	\$10.00 per day
	Rabies Vaccination Fee	\$6.00/each
	Other Vaccinations	\$20.00/each
	Microchip – for claimed only	\$24.00
	Relinquishment Fee	
	Inside Jurisdiction – Resident	\$45.00
	Outside Jurisdiction – Non-Resident	\$55.00
	Litter – Puppies or Kittens	\$45.00
	Field – Resident (non-resident not accepted)	\$45.00
	Disposal Fee	
	Inside Jurisdiction	\$10.00
	Outside Jurisdiction	\$15.00
	Other Agencies	\$85.00
	<u>Adoption Fees (Not including Spay/Neuter Fee):</u>	
	Dogs	\$80.00
	Cats	\$80.00
	Other Animals	Amount to be set by Chief of Police or designee on an individual basis
	Senior Pets 8+ years	\$30.00

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	<u>Spay or Neuter Refundable Deposit</u> (if animal cannot be spayed/neutered at time of adoption)	
	Dog	\$40.00
	Cat	\$40.00
<b>PUBLIC WORKS</b>		
	1911 Act Petition (up to 5 parcels)	\$1,460.00
	1911 Act Petition (each additional parcel)	\$95.00
	Annexation – Planning	\$2,100.00 per acre
	BMP Facility Maintenance Agreement	\$570.00
	Building Permit Review – Estimated Value < \$80,000.00:	
	Single Family Residential	\$800.00
	Multi-Family, Commercial or Industrial	\$1,180.00
	Subdivision Master Building Permit	\$1,180.00
	<a href="#">Minor Building Review; Addition of 400 square feet; or Added Plumbing Fixtures</a>	\$320.00
	Building Permit Review – Estimated Value > \$80,000.00:	
	Single Family Residential	\$800.00
	Multi-Family, Commercial or Industrial	\$1,180.00
	Subdivision Master Building Permit	\$1,180.00
	<a href="#">Minor Building Review; Addition of 400 square feet; or Added Plumbing Fixtures</a>	<a href="#">\$320.00</a>
	Building Permit Review – Storm Water Fees	
	Single Family Residential	\$215.00
	Multi-Family or Commercial	\$600.00
	Subdivision Master Building Permit	\$600.00
	Inspection Fees	\$90.00
	Certificate of Correction for Subdivision Maps	\$670.00
	Condo Conversions CC&Rs and/or SW Mtce/Ops Plan Review	\$310.00
	Condo Conversions Storm Water Site Plan and/or BMP Facilities Agreements Review	\$310.00
	Copies	
	Maps and Plans	\$5.00/sheet
	Documents	\$.04 per page (plus actual cost of employee's time to copy records)
	Deed/Easement Prep/Quitclaim/LLA Deed Review	\$1,060.00
	Drainage Study Review	\$1,670.00
	Encroachment Permit	
	Level One	\$135.00
	Level Two	\$450.00
	Level Three	\$580.00
	Encroachment (Plan Review Inspection – per hour)	\$100.00
	Erosion Sediment Control Plans >200 sq. ft.	\$100.00



<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	(Remodels, Pools, Additions, Walls)	
	Erosion Sediment Control Plan Review when Grading/Drainage Plan is not required	\$535.00
	Erosion Sediment Control Plan Review when Grading/Drainage Plan is required	\$800.00
	Erosion Sediment Control (per Inspection)	\$90.00
	Erosion Control Site Inspection for NPDES Compliance (includes 1-10 inspections)	\$500.00 + 0.5%
	Extension of Time for Tentative Subdivision and Parcel Maps – No Hearing	\$380.00
	Extension of Time for Tentative Subdivision and Parcel Maps – Hearing (includes Notice of Public Hearing cost)	\$1,050.00
	Final Parcel Map Check (up to four (4) lots)	\$5,100.00
	Final Subdivision Map Check (1 <sup>st</sup> five (5) lots)	\$6,710.00
	Final Subdivision Map Check (each additional lot)	\$190.00
	GIS Fees	Actual cost of employees' time
	Grading/Drainage Plan Review (including precise grading plans for new structures)	5% of 1 <sup>st</sup> \$50,000 of estimated site improvement costs + 3% of costs between \$50,000 and \$100,000, 2% of costs between \$100,000 and \$250,000, 1% of costs above \$250,000 (minimum of \$1,000)
	Grading/Drainage Construction Inspection: with Erosion Control Site Inspection	3.5% of the estimated cost of construction with a minimum of \$500 + (Erosion Control Site Inspection \$500 + 0.5% of estimated cost of construction)
	Hold Harmless Agreement (HHA) preparation	\$800.00
	Hydrology Study Limited	\$310.00
	Improvement Construction Inspection	3.5% of the estimated cost of construction (minimum \$500.00) (Soil Testing not included)
	Improvement Plan Check (including improvement plans for private sewer mains)	6.5% of 1 <sup>st</sup> \$50,000 of estimated site improvement costs, 4% of costs between \$50,000 and \$100,000, 1.5% of costs between \$100,000 and \$250,000, and 1% of costs >\$250,000, with a \$1,000 minimum; 1% of estimate for each review after three (3)
	Inspection of restaurant Annual inspection required	\$130.00
	Inspection of Small or Medium High <100,000 sq. ft. Priority Commercial/Industrial Facilities Annual Inspection Required	\$280.00
	Inspection of Large High Priority >100,000 sq. ft. Commercial or Industrial Facilities Annual Inspection Required	\$500.00
	Lien Contract Preparation	\$820.00
	Lien Contract Release	\$30.00
	<a href="#">Outdoor Dining or Sidewalk Vending Permit – Annual Fee</a>	<a href="#">\$340.00</a>
	<del>Outdoor Dining Permit – Annual Fee</del>	<del>\$340.00</del>

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	Oversize/Overload Permit (max as permitted by State)	
	Single fee	Set by State – currently \$16.00
	Annual fee	Set by State – currently \$90.00
	PRD – Engineering Fees	\$840.00
	PRD – Storm Water Fees	\$825.00
	Public Service Sign (Installation)	\$620.00
	Public Service Sign (Replacement)	\$360.00
	Reversion to Acreage	\$3,625.00
	Restaurant FOG Building Permit Fee	\$225.00
	Septic Tank Hauler's Discharge Fee	\$8.36/100 gallons
	Sewer Lateral Video Review	\$200.00
	Sewer Wet Tap Fee	\$720.00
	Special Event – Prepare Traffic Plan (Major)	\$1,260.00
	Special Event – Prepare Traffic Plan (Minor)	\$420.00
	Special Event – Traffic Control (per hour per crew)	\$480.00
	Special Event – Traffic Plan Review	\$380.00
	Street Light Inspection per Light (Amount includes est. \$90.00 energizing fee from SDG&E)	\$460.00
	Street or Public Service Easement Vacation	
	(with Public Hearing)	\$1,780.00
	(without Public Hearing)	\$650.00
	Standard Urban Storm Water Mitigation Plan (SUSMP) Project Plan Review (required if High Priority Project) (three (3) Plan Checks (min))	\$3,620.00
	Conceptual SUSMP Project Plan Review	\$1,830.00
	Priority Development Project (PDP) SUSMP Storm Water Mitigation Plan (SWMitP) Review	\$1,830.00
	Additional Plan Check	\$160.00 each
	SUSMP BMP Inspection	
	1-3 Features	\$250.00
	>3 Features	\$340.00
	SWPPP Review (>1 acre)	\$990.00
	Subdivision Agreement Preparation	\$1,600.00
	Traffic Control Plan Review	\$300.00
	Traffic Impact Study Review	\$970.00
	Trash Enclosure Building Permit Review	\$135.00
<b>PUBLIC WORKS</b>		
	Parks	
	Sale of wood	\$90.00/cord
<b>RECREATION</b>		

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
<b>Recreation Center / Park / Field Fee Schedule</b>		
<b>I. Center / Park Basic Use Fees</b>		
The following fee schedule shall in all instances apply to classifications 3, 4, 5, 6, 7 and 8. Gymnasium and swimming pool fees will apply to all classifications except Class 1.		
	a. Center Meeting Room	<del>\$9.00</del> <u>10.00</u> per hour or fraction thereof, minimum 3 hours.
	b. Center Kitchen	\$8.00 per use for potluck or light refreshment. \$23.00 per use for full meal.
	c. Center Gymnasium	<del>\$24.00</del> <u>25.00</u> per hour or fraction thereof, minimum 2 hours. Use must be compatible with normal gymnasium use.
	d. Fletcher Hills Center Backyard	<del>\$9.00</del> <u>10.00</u> per hour or fraction thereof, minimum 3 hours.
	e. Fletcher Hills Swimming Pool	\$80.00 per hour or fraction thereof, minimum 2 hours, plus Extra City Staff Services fee. Minimum of two City certified lifeguards on deck at all times. (Private use fee does not apply.)
	f. Kennedy Skatepark	\$22.00 per hour or fraction thereof, minimum 2 hours, plus Extra City Staff Services fee. Minimum of two staff required. Light use an additional \$16.00 per hour.
	g. Wells Center Back Lawn	<del>\$9.00</del> <u>15.00</u> per hour or fraction thereof, minimum 3 hours.
<b>II. Special Use Fees</b>		
In addition to the basic rental fees as set forth in the fee schedule, additional fees will be charged for the following activities or services regardless of usage classifications.		
	a. Dog shows (AKC sanction or practice, but not to include business meetings where dogs are not present)	\$120.00 per event.
	b. Large Events: More than 50 people	\$120.00 per event.
	c. Extra City Staff Services (Applies to Classifications 2, 3, 4, 5, 6, 7 and 8)	<del>\$18.00</del> <u>22.00</u> per hour or part thereof per staff member required.
	d. Private Parties/Uses (Class 7)	\$8.00 per hour, in addition to Basic Use Fee.
	e. Commercial Uses (Class 8)	\$25.00 per hour, \$100.00 minimum, in addition to Basic Use Fee.
	f. Cancellation/Damage/Cleaning Deposits	
	Recreation Centers/Parks	\$35.00/100 users, minimum \$65.00.
	g. Concession Stand	\$100.00 per month.
<b>III. Field Basic Use Fees</b>		
Applies to Classes 2, 3, 4, 5, 6, 7 and 8 for fields controlled by the Recreation Department.		
	a. Day reservation (baseball, softball, football, soccer)	\$8.00 per hour or fraction thereof, minimum 2 hours.
	Supported Youth League *	No fee.
	b. Night reservation (baseball, softball, football, soccer)	\$23.00 per hour or fraction thereof, minimum 2 hours.

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	Supported Youth League *	\$15.00 per hour.
	c. Field preparation (dragging, wetting down and marking)	<del>\$35.00</del> <u>50.00</u> per prep.
	d. Ball field bases fee	\$15.00 flat fee.
* Supported Youth League, a league having met the criteria established by City Council as qualifying for the Youth League Utility Support Program. Refer to City Council Policy E-8, Youth Sports League Utility Support Program.		
IV. Open Play Gym Fees ( <i>Existing fees since 1995, but never listed on Schedule.</i> )		
	a. Adult Open Play (basketball, volleyball, pickleball)	<del>\$13.00</del> <u>15.00</u> for annual pass. <del>\$10.00</del> <u>12.00</u> resident discount fee.
	b. Adult Open Play – Seniors age 55+ (basketball, volleyball, pickleball)	<del>\$8.00</del> <u>10.00</u> for annual pass. <del>\$5.00</del> <u>7.00</u> resident discount fee.
	c. Teen Open Play (basketball, volleyball)	\$5.00 for annual pass.
	d. Replacement for any Open Play Card	\$5.00 for remainder of annual pass.
<b>Leasable Park Spaces Fee Schedule</b> (Judson Park / Renette Plaza / Kennedy Park North Lawn / Hillside Upper Park / Wells Park Multipurpose Field)		
I. Basic Use Fees		
	a. Weddings (ceremony only; no food)	\$40.00 per event.
	b. Ceremonies, Town Hall Meetings, Public Presentations (refreshments only)	\$40.00 per event.
	c. Receptions (food allowed)	
	1. Small (50 or fewer people)	\$80.00 per event.
	2. Large (more than 50 people)	\$215.00 per event.
	d. Musical Presentations	
	1. Single event (1 to 2 dates)	\$160.00 flat fee.
	2. Series (3 to 20 dates)	\$265.00 flat fee.
	e. Festivals or Community Events	
	1. Small (500 or fewer people per day)	<del>\$140.00</del> <u>150.00</u> per event.
	2. Large (more than 500 people per day)	<del>\$250.00</del> <u>300.00</u> per event.
II. Special Use Fees		
All Special Use Fees are in addition to Basic Use Fees.		
	a. Cancellation/Damage/Cleaning Deposit	\$50.00/100 people. \$100.00 minimum - \$500.00 maximum.
	b. Private Party (excludes general public)	<del>\$15.00</del> <u>18.00</u> per hour additional.
	c. Commercial Use	\$25.00 per hour additional. \$200.00 minimum per permit (plus other applicable fees).
	d. Extra City Staff Services	<del>\$18.00</del> <u>22.00</u> per hour or part thereof per staff member.
	e. Security Personnel (per security person)	See Current Schedule
<b>Centennial Plaza / Prescott Promenade Fee Schedule</b>		
I. Basic Use Fees		
	a. Weddings	

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	1. Small (50 or fewer people, ceremony only, no food)	\$40.00 per event.
	2. Large (more than 50 people, ceremony only, no food)	\$80.00 per event.
	b. Ceremonies, Town Hall Meetings, Public Presentations	
	1. Small (50 or fewer people, refreshments only)	\$40.00 per event.
	2. Large (more than 50 people, refreshments only)	\$80.00 per event.
	c. Receptions	
	1. Small (100 or fewer people, food allowed)	\$100.00 per event.
	2. Large (more than 100 people, food allowed)	\$240.00 per event.
	d. Musical Presentations	
	1. Single event (1 to 2 dates)	<del>\$160.00</del> 200.00 per event.
	2. Series (3 to 20 dates)	<del>\$265.00</del> 300.00 per series.
	e. Festivals or Community Events	
	1. Small (500 or fewer people)	<del>\$200.00</del> 250.00 per event.
	2. Large (more than 500 people)	<del>\$400.00</del> 450.00 per event.
	f. Festivals or Community Event Series – 4 to 12 event dates / weekly or monthly / non-consecutive days	
	1. Small (500 or fewer people per day)	<del>\$400.00</del> 450.00 per series.
	2. Large (more than 500 people per day)	<del>\$800.00</del> 900.00 per series.
<b>II. Special Use Fees</b>		
All Special Use Fees are in addition to Basic Use Fees.		
	a. Alcohol at the Civic Center Plaza/Centennial Plaza (ABC license, security, and certificate of insurance required)	<del>\$20.00</del> 22.00 per hour / 4 hour minimum.
	b. Private Party (excludes general public)	<del>\$15.00</del> 18.00 per hour additional.
	c. Commercial use	\$25.00 per hour additional. \$200.00 minimum per permit (plus other applicable fees).
	d. Extra City Staff Services	<del>\$18.00</del> 22.00 per hour or part thereof per staff member.
	e. Alley Closure "Simple"	\$75.00 per event.
	f. Cancellation/Damage/Cleaning Deposit	\$50.00/100 people. \$100.00 minimum - \$500 maximum.
	g. Steam Cleaning Deposit *	
	1. Spot cleaning	\$250.00 per event.
	2. Full site cleaning	\$850.00 per event.
* Steam Cleaning Deposit – User will be charged or credited per actual invoice.		
<b>Ronald Reagan Community Center Fee Schedule</b>		
All "per hour" fees are charged per hour or fraction thereof.		
<b>I. Basic Use Fees</b>		

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	a. Full auditorium; includes two (2) patios (4 hours minimum use)	<del>\$69.00</del> <u>75.00</u> per hour.
	b. East auditorium; includes one (1) patio (2 hours minimum use)	<del>\$45.00</del> <u>50.00</u> per hour.
	c. West auditorium; includes one (1) patio (2 hours minimum use)	<del>\$28.00</del> <u>30.00</u> per hour.
	d. Kitchen	\$69.00 per use.
	e. <a href="#">Bridal Suite (2 hours minimum)</a>	<u>\$20.00 per hour</u>
<b>II. Set-up Fees</b>		
All set-up and take-down must be done by Ronald Reagan Community Center staff. Equipment includes P.A. system, podiums, tables and chairs.		
	a. Full auditorium	<del>\$69.00</del> <u>80.00</u> .
	b. East room	<del>\$42.00</del> <u>50.00</u> .
	c. West room	<del>\$28.00</del> <u>40.00</u> .
<b>III. Special Use Fees</b>		
	a. Extra City Staff Services (per staff person)	<del>\$18.00</del> <u>22.00</u> per hour.
	b. Alcohol use (ABC license may be required)	<del>\$21.00</del> <u>25.00</u> per hour.
	c. Private use	<del>\$21.00</del> <u>25.00</u> per hour.
	d. Weekend/Holiday use (5:00 PM Friday through 2:00 AM Monday and all official holidays)	<del>\$38.00</del> <u>40.00</u> per hour.
	e. Commercial use (with a minimum of \$175.00)	<del>\$32.00</del> <u>35.00</u> per hour.
	f. Non-resident fee (Class 6 and 7 users)	<del>\$27.00</del> <u>30.00</u> per hour.
	g. Security personnel (per security person)	See current schedule.
	h. Coffee service	See current schedule.
<b>IV. Special Equipment Use</b>		
	a. Bar	\$23.00 each.
	b. Piano	\$40.00.
	c. Stage/Backdrops (6 ft. x 8 ft. – includes drapes)	\$11.00 per section.
	d. Dance floor	\$68.00.
	e. Audio-visual equipment	\$15.00 per system.
	f. LCD Projector	\$50.00.
	g. <a href="#">Dry Erase Board</a>	<u>\$10.00 per day.</u>
	h. <a href="#">Easel</a>	<u>\$5.00 per day.</u>
	i. <a href="#">Sandwich Display Board</a>	<u>\$5.00 per day.</u>
	j. <a href="#">TV w/DVD Player</a>	<u>\$15.00 per day.</u>
<b>V. Cleaning/Security/Reservation Deposit</b>		
	a. Non-alcohol use	<del>\$150.00</del> <u>200.00</u> .
	b. Alcohol use	<del>\$300.00</del> <u>400.00</u> .
<b>VI. Administrative Fee</b>		
		\$75.00 for \$150 deposit. \$150.00 for \$300.00 deposit.
<b><a href="#">Recreation Special Revenue Fund</a></b>		
<a href="#">Originally adopted at the May 27, 1997 City Council meeting, the Director of Recreation is authorized to establish and implement Recreation Activity fees by category at cost recovery rates. The cost recovery rate may be amended as a necessity by City Council action. 2019 recovery rates are as follows:</a>		

<b><u>Department</u></b>	<b><u>Fee Description</u></b>	<b><u>Current Fee/Unit Basis</u></b>
I.	<a href="#">Recreation Special Revenue Fund Recovery Rate – Fee Classes</a>	<a href="#">75% - Youth Instructional Programs</a> <a href="#">50% - Youth Sports Leagues</a> <a href="#">80% - Aquatics</a> <a href="#">100% - Adult Sports Leagues</a> <a href="#">90% - Adult Instructional Programs</a> <a href="#">50% - Senior Instructional Programs</a>

RESOLUTION NO. \_\_\_\_-19

RESOLUTION OF THE EL CAJON CITY COUNCIL AMENDING  
RESOLUTION NO. 71-93 PERTAINING TO FEES FOR CITY SERVICES

WHEREAS, at the City Council meeting on June 11, 2019, staff recommended to the City Council that in an effort to achieve recovery of staff costs, it is necessary to update and revise some of the fees charged by the City of El Cajon to provide City services without adversely impacting the City's general fund; and

WHEREAS, in order to recover these costs, it is necessary to establish new fees and modify current fees by amending the Schedule of Miscellaneous Fees; and

WHEREAS, as required by Article XIII C of the California Constitution and California law, cities can only charge rates or fees that are equal to or less than the reasonably anticipated costs of providing the service, conferring a benefit, granting a privilege, performing regulatory duties, enforcing laws, or as a condition of property development; and

WHEREAS, in order to recover these costs, it is necessary to adopt new fees and modify current fees, and by amending the Schedule of Miscellaneous Fees; and

WHEREAS, the City Council has previously, by Resolution No. 71-93, and amended by numerous prior resolutions, the last of which was Resolution No. 059-18, adopted and maintained a Schedule of Miscellaneous Fees; and

WHEREAS, following a properly noticed public hearing at which oral and written testimony was received and considered, the City Council has determined that it is in the best interest of the City to adjust fees for City services.

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

1. The El Cajon City Council hereby approves adjustment of fees for City services pursuant to the Schedule of Miscellaneous Fees attached hereto as Exhibit "A" and made a part hereof by this reference.

2. The Schedule of Miscellaneous Fees, as initially established by Resolution No. 71-93 and amended as set forth in the recitals above, is hereby amended to include said fee adjustments. Except as otherwise provided herein, any fees described on the Schedule of Miscellaneous Fees in conflict with the fees established or increased by this Resolution shall be void and of no force and effect.

3. This Resolution shall take effect immediately upon its adoption, and the fee changes for the City Clerk's Office and Police and Recreation Departments will take effect on July 1, 2019. However, Building & Fire Safety, Planning, and Public Works fee



revisions will take effect 60 days following adoption by the City Council, on August 10, 2019.

06/11/19 CC Agenda

2019 – Amend Misc Fee Schedule 051019

**SCHEDULE OF MISCELLANEOUS FEES**

Effective 07/01/19 = City Clerk, Police and Recreation Departments  
 Effective 08/10/19 = Building & Fire Safety, Planning and Public Works  
 (Amended by Resolution No. \_\_\_-19)

<b><u>Department</u></b>	<b><u>Fee Description</u></b>	<b><u>Current Fee/Unit Basis</u></b>
<b>CITY CLERK</b>		
	Attestation fee	\$10.00
	Certification of documents	\$10.00
	Conformed copy of Recorded Document	County Recorder fee
	Copies (Standard size)	\$.04 per page (plus actual cost of employee's time to copy records)
	Copies of FPPC filings	\$.04 per page (plus actual cost of employee's time to copy records)
	+ retrieval fee for copies more than five (5) years old	\$5.00 per request
	DVD / CD	\$15.00
	Municipal Code (CD ROM Version of Quarterly Supplements)	\$100.00
	Municipal Code (hard copy)	\$360.00
	Municipal Code supplements	\$50.00
	Public Hearing (including appeals)	\$945.00
	Recording fee	\$13.00 + County Recorder fees
	Request for Appeal to City Council (non-public hearing)	\$50.00
	Public hearing item that is referred to Planning Commission/City Council for new public hearing	Varies (actual costs of legal advertising and notifying property owners)
<b>COMMUNITY DEVELOPMENT</b>		
Building & Fire Safety		
	<b><u>Copies:</u></b>	
	Building permits	\$2.00 first page
	Additional pages	\$1.00 each additional page
	Blueprint copies	\$2.00 setup
	Per page	\$5.00 each page
	Archive fee	
	Permit documents	\$4.00 (base fee)
	Plans	\$4.00 (base fee)
	Up to 8 ½ "x 14"	\$.50/sheet
	Over 8 ½ " x 14"	\$2.00/sheet
	CD copy of Plans or Permits	\$16.00
	<b><u>Housing Permit Fee:</u></b>	\$6.00/unit (<25)
		\$5.75/unit (26-50)
		\$5.50/unit (51-99)

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
		\$5.25/unit (100-199)
		\$5.00/unit (200 or more)
	Unsafe, substandard administrative fee to initiate proceeding	\$615.00
	Solicit bids to clear	\$1,690.00
	<b><u>Building Permit Fees:</u></b>	
	Valuation (based on the amended and adjusted 2016 Valuation Schedule as approved by the San Diego Chapter of ICC):	
	\$1.00 to \$500.00	\$27.09
	\$501.00 to \$2,000.00	\$27.09 for first \$500.00 + \$3.61 each add'l \$100.00 or fraction thereof to & including \$2,000.00
	\$2,001.00 to \$25,000.00	\$81.27 for first \$2,000.00 + \$16.25 each add'l \$1,000.00 or fraction thereof to & including \$25,000.00
	\$25,001.00 to \$50,000.00	\$455.11 for first \$25,000.00 + \$11.74 each add'l \$1,000.00 or fraction thereof to & including \$50,000.00
	\$50,001.00 to \$100,000.00	\$748.59 for first \$50,000.00 + \$8.13 each add'l \$1,000.00 or fraction thereof to & including \$100,000.00
	\$100,001.00 to \$500,000.00	\$1,154.94 for first \$100,000.00 + \$6.32 each add'l \$1,000.00 or fraction thereof to & including \$500,000.00
	\$500,001.00 to \$1,000,000.00	\$3,683.34 for first \$500,000.00 + \$5.42 each add'l \$1,000.00 or fraction thereof to & including \$1,000,000.00
	\$1,000,000.00 and up	\$6,392.34 for first \$1,000,000.00 + \$3.61 each add'l \$1,000.00 or fraction thereof
	<b><u>Plan Check Fee:</u></b>	
	65% of Building Permit Fee	
	Technology Maintenance Fee	\$25.00 surcharge on each permit processed
	<b><u>Allocated Fees:</u></b>	
	Building Permit General Plan	\$135.00/building permit
	Maintenance Fee Surcharge	
	Building Permit Code Enforcement Surcharge	
	<u>Valuation</u>	<u>Base Fee Amount</u>
	<u>Add'l Charge Per Unit</u>	
	Up to \$500	\$11.65
	\$501 to \$2,000	\$11.65
	\$2,001 to \$25,000	\$34.95
	\$25,001 to \$50,000	\$195.70
	\$50,001 to \$100,000	\$321.89
	\$100,001 to \$468,000	\$496.62
	Over \$468,000	\$1,500.00

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	Building Permit Plan Check Fee	\$26.00/building permit
	Planning Division Surcharge	
	<b><u>Electrical Fees:</u></b>	
	Issuance Fee without Plans	\$36.00
	Issuance Fee with Plans	\$10.00
	New Residential by Square Foot	\$0.10
	Swimming Pool Electrical	\$70.00
	Temporary Power	\$33.00
	Miscellaneous Circuit	\$26.00
	Lighting Fixtures up to 20	\$2.00
	Lighting Fixtures over 20	\$1.00
	Switches, Outlets, Light Outlets up to 20	\$2.00
	Fixed Appliances	\$7.00
	Sign Electrical – 1 <sup>st</sup> circuit	\$34.00
	Additional Sign Circuit	\$7.00
	Meter Upgrade / Services to 200 Amp	\$43.00
	Meter Upgrade / Services 200 to 1000 Amp	\$88.00
	Meter Upgrade / Services over 1000 Amp	\$176.00
	Generators, Transformers, etc.	As per services of same amperage rating
	PV Systems 1.5 hours P.C. & 1.5 hours insp. time per 10,000 kilowatt or portion thereof	
	PV System (up to 50 modules)	\$250.00
	PV System (51 to 100 modules)	\$360.00
	PV System (each block of 100, or portion thereof, over 100)	\$135.00
	Energy Storage System (battery) with PV	\$115.00
	Energy Storage System (battery) without PV	\$230.00
	Commercial Charging Stations (up to 5)	\$230.00
	Commercial Charging Stations (6 and over)	\$430.00
	<b><u>Plumbing Fees:</u></b>	
	Issuance Fee without Plans	\$47.00
	Issuance Fee with Plans	\$23.00
	Fixture, Rainwater System	\$17.00
	Building Sewer	\$36.00
	Water Heater	\$17.00
	Gas Piping to Five Outlets	\$12.00
	Gas Piping Each Additional Outlet	\$2.00
	Interceptor	\$17.00
	Water Pipe /Fill Line	\$17.00
	Drains/Vents	\$17.00
	Lawn Sprinkler System	\$17.00
	Vacuum Breaker	\$12.00
	Backflow Prevention Device /Vac. Breaker	\$17.00

<u>Department</u>	<u>Fee Description</u>		<u>Current Fee/Unit Basis</u>		
	<b><u>Mechanical Fees:</u></b>				
	Issuance Fee without Plan		\$36.00		
	Issuance Fee with Plan		\$10.00		
	Heater /FAU to 100,000 BTU		\$21.00		
	Heater / FAU over 100,000 BTU		\$26.00		
	Wall Heater/Unit Heater		\$21.00		
	Vent		\$10.00		
	Heat Pump		\$39.00		
	Air Conditioner/Compressor to 100,000 psi		\$39.00		
	Air Conditioner/Compressor over 100,000 psi		\$52.00		
	Mechanical Gas System		\$13.00		
	Alter Duct System		\$16.00		
	Exhaust Fans/Hoods/Ducts		\$16.00		
	Miscellaneous Mechanical		\$16.00		
	Variable Air Volume		\$22.00		
	Evaporative Cooler		\$16.00		
	Air Handling Unit		\$21.00		
	Ventilation Fan (Single Duct)		\$10.00		
	<b><u>Fire/Building Permit Fee Schedule</u></b>				
	<u>Description</u>	<u>PC/Admin</u>	<u>Permit Fee</u>	<u>Total</u>	<u>Contracted Services</u>
	Air/Vapor Separator	\$84.00	\$155.00	\$239.00	Actual cost +20%
	A.G. Tank Installation	\$84.00	\$118.00	\$202.00	Actual cost +20%
	A.G. Tank Removal	\$84.00	\$118.00	\$202.00	Actual cost +20%
	Business (General) Fire Insp.	\$0	\$155.00	\$155.00	Actual cost +20%
	Fire Alarm Sys. <25 devices	\$167.00	\$226.00	\$393.00	Actual cost +20%
	Fire Alarm Sys. 25-75 devices	\$207.00	\$226.00	\$433.00	Actual cost +20%
	Fire Alarm Sys. >75 devices	\$249.00	\$263.00	\$512.00	Actual cost +20%
	Fire Sprink.<25 heads New	\$167.00	\$226.00	\$393.00	Actual cost +20%
	Fire Sprink. 25-75 heads New	\$207.00	\$226.00	\$433.00	Actual cost +20%
	Fire Sprink. >75 heads New	\$249.00	\$263.00	\$512.00	Actual cost +20%
	Fire Sprink. <25 heads TI	\$84.00	\$190.00	\$274.00	Actual cost +20%
	Fire Sprink. 25-75 heads TI	\$126.00	\$226.00	\$352.00	Actual cost +20%
	Fire Sprink. >75 heads TI	\$167.00	\$263.00	\$430.00	Actual cost +20%

<u>Department</u>	<u>Fee Description</u>		<u>Current Fee/Unit Basis</u>		
	Fire Ext. System (hood)	\$84.00	\$118.00	\$202.00	Actual cost +20%
	Fire Ext. System (other)	\$84.00	\$118.00	\$202.00	Actual cost +20%
	Install. Compressed Gas Sys.	\$84.00	\$155.00	\$239.00	Actual cost +20%
	Miscellaneous Clearance	\$0	\$155.00	\$155.00	Actual cost +20%
	Miscellaneous Inspection	\$0	\$76.00	\$76.00	Actual cost +20%
	Miscellaneous Review	\$76.00	\$0	\$76.00	Actual cost +20%
	Standpipe/Riser/Fire Pump	\$84.00	\$155.00	\$239.00	Actual cost +20%
	Tent Additional	\$0	\$22.00	\$22.00	Actual cost +20%
	U.G. Tank Installation	N/A	\$190.00	\$190.00	Actual cost +20%
	U.G. Water Supply/Private Hydr.	\$84.00	\$118.00	\$202.00	Actual cost +20%
<b><u>Fire Review and Final Fire Clearance of Building Permit Applications</u></b>					
	<u>Description</u>	<u>Plan Review</u>	<u>Fire Inspection</u>	<u>Total</u>	
	Residential	\$76.00	\$76.00	\$152.00	
	Multi-Family	\$114.00	\$114.00	\$228.00	
	TI	\$76.00	\$76.00	\$152.00	
	Commercial	\$114.00	\$114.00	\$228.00	
	Technical Report	\$76.00	\$76.00	\$152.00	
	Miscellaneous Review	\$76.00	\$76.00	\$152.00	
	Miscellaneous Clearance	\$76.00	\$76.00	\$152.00	
<b><u>Permit to Operate under California Fire Code</u></b>					
	<u>Description</u>	<u>Fee</u>			
	Aerosol Products	\$146.00			
	Amusement Buildings	\$109.00			
	Aviation Facilities	\$146.00			
	Barbeque Pit or Operation (one-time use)	\$91.00			
	Block Party (one-time use)	\$18.00			
	Carnival & Fairs	\$146.00			
	Cellulose Nitrate Film	\$146.00			
	Combustible Dust-Producing Operations	\$146.00			
	Combustible Fibers	\$146.00			
	Combustible Storage, Miscellaneous	\$146.00			
	Compressed Gases	\$146.00			
	Covered Mall Buildings	\$600.00			
	Cryogenic Fluids	\$146.00			
	Cutting & Welding	\$146.00			

<b><u>Department</u></b>	<b><u>Fee Description</u></b>	<b><u>Current Fee/Unit Basis</u></b>
	Dry Cleaning Plants	\$146.00
	Exhibit & Trade Shows	\$146.00
	Explosives	\$159.00
	Fire Clearance Pre-Inspection 25 or fewer people	\$50.00
	Fire Clearance Pre-Inspection 26 or more people	\$100.00
	Fire Final for Residential Care Facilities – Elderly	\$60.00
	Fireworks	\$159.00
	Flammable & Combustible Liquids	\$146.00
	Floor finishing >350 sq. ft. using Class I or II liquids	\$73.00
	Fruit & Crop Ripening	\$146.00
	Fumigation & Thermal Insecticides Fogging	\$73.00
	Hazardous Materials	\$291.00
	HPM Facilities	\$146.00
	High Piled Storage	\$146.00
	High-Rise (Over 75')	\$291.00
	Hot Work Operations	\$146.00
	Institutional 1-3 (Jails & Detention Centers)	\$146.00
	Industrial Ovens	\$146.00
	Large Family Day Care	\$73.00
	Liquefied Petroleum Gas	\$146.00
	Liquid or Gas Vehicles or Equipment in Assembly Building	\$146.00
	Live Audiences	\$109.00
	Lumber Yards & Wood Working Plants	\$146.00
	Magnesium	\$146.00
	Motor Fuel-Dispensing Facilities	\$109.00
	Open Burning	\$73.00
	Open Flames & Candles	\$73.00
	Open Flames & Torches	\$73.00
	Organic Coatings	\$146.00
	Place of Assembly A-1	\$182.00
	Place of Assembly A-2	\$109.00
	Place of Assembly A-3	\$146.00
	Place of Assembly A-4	\$182.00
	Place of Assembly A-5	\$109.00
	Production Facilities	\$146.00
	Pyrotechnic Special Effects Material	\$159.00
	Pyroxylin Plastics	\$146.00
	Refrigeration Equipment	\$146.00
	Repair Garages	\$109.00
	Rooftop Heliports	\$109.00
	Spraying or Dipping	\$146.00
	Storage of Scrap Tires & Tire Byproducts	\$109.00
	Temp. Membrane Structures, Tents & Canopies	\$128.00

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	Tire-Rebuilding Plants	\$109.00
	Vehicles Indoors	\$146.00
	Waste Handling	\$146.00
	Wood Products	\$146.00
	<b><u>Operational Permit under Health &amp; Safety Code</u></b>	
	<u>Description</u>	<u>Fee</u>
	Apartment, Hotel, Motel Inspections (1-14)	\$72.00
	Apartment, Hotel, Motel Inspections (15-50)	\$114.00
	Apartment, Hotel, Motel Inspections (51-100)	\$165.00
	Apartment, Hotel, Motel Inspections (101-150)	\$227.00
	Apartment, Hotel, Motel Inspections (151-200)	\$310.00
	Apartment, Hotel, Motel Inspections (201-250)	\$350.00
	Apartment, Hotel, Motel Inspections (251-300)	\$392.00
	Apartment, Hotel, Motel Inspections (301-350)	\$433.00
	Apartment, Hotel, Motel Inspections (351-400)	\$475.00
	Apartment, Hotel, Motel Inspections (>400)	\$516.00
	Care Facility Annual <25	\$146.00
	Care Facility Annual ≥25	\$219.00
	Care Facility Fire Clearance <25	\$146.00
	Care Facility Fire Clearance ≥25	\$219.00
	Care Facility Pre-Inspection <25 (by State law)	\$25.00
	Care Facility Pre-Inspection ≥25 (by State law)	\$50.00
	Daycare/In-home Care Licensing	\$146.00
	High Rise	\$291.00
	Institutional (I Occupancy)	\$146.00
	<b><u>Additional Fees:</u></b>	
	Expedited Plan Check Fee – when available, expedited plan check fee will be charged at the rate of the normal plan fee plus 50% to cover cost of overtime.	
	Condominium Conversion Fee	\$181.00/1 <sup>st</sup> unit \$90.00/additional units
	Demolition Permit Fee	\$142.00
	Relocation Permit Fee	\$179.00
	Inspections outside of normal business hours:	
	If extension of workday – minimum one hour at 1.5 times fully burdened hourly rate.	
	If not extension of workday, or on weekend – minimum two hours at 1.5 times fully burdened hourly rate.	
	Re-inspection fees (normal business hours) – fully burdened hourly rate.	
	Additional plan review – minimum one hour at fully burdened hourly rate.	
	General Business Fire Inspection	\$30.00



<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
<b>COMMUNITY DEVELOPMENT</b>		
Housing	Annual Participating Lender Fee	\$100.00
	Participating Lender Fee	\$250.00
	Reconveyance Fee	\$45.00
	Subordination Fee	\$200.00
	Subordination Fee Re-Check	\$50.00
<b>COMMUNITY DEVELOPMENT</b>		
Planning		
	Archive Fee:	
	Entitlement Permit Plans	\$4.00 Setup fee
	Up to 8½" x 14"	\$.50/sheet
	Over 8½" x 14"	\$2.00/sheet
	<u>Copies:</u>	
	General Plan	
	Text	\$10.00
	Map	\$15.00
	Zoning Map	\$15.00
	Zoning Ordinance (copy on CD)	\$10.00
	Zoning Ordinance (hard copy)	\$25.00
	Standard photocopies	\$.04 per page (plus actual cost of employee's time to copy records)
	Administrative Zoning Permit	\$325.00 (Disabled person license/placard holders applying for shade structures are exempt)
	Adult entertainment	\$3,025.00
	Agreement Not to Convey Condominium Conversions	\$1,680.00
	Amending Zoning Code	\$2,375.00
	Annexation	\$2,100.00 per acre
	Annual Alcohol Sales Regulatory Fee (Resolution 98-13)	\$0.00
	Appeal – Administrative	\$263.00
	Appeal – Public Hearing	\$945.00
	Certificate of Compliance	\$1,150.00
	Certificate of Modification	\$1,125.00
	Conditional Use Permit (CUP)	\$5,195.00
	Conditional Use Permit (Minor)	\$2,075.00
	Development Agreement	\$Cost (\$10,000.00 deposit required)
	Director's Determination	\$120.00
	Environmental Impact Report (EIR)	\$Cost (\$10,000.00 deposit required)
	Extension of Time	\$525.00
	Fish and Game Impact Fee	\$89.00 + pass-thru costs
	General Plan Amendment (GPA)	\$3,505.00

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	Historic Resource Designation	\$1,105.00
	Landscape Documentation Package Review	\$375.00
	Landscaping and Irrigation Plan Review	\$53.00 (up to two plan checks)
	Lot Line Adjustment	\$1,425.00
	Minor Amendment	\$1,205.00
	Minor Use Permit	\$1,205.00
	Mitigated Negative Declaration / Initial Study	\$5,100.00 + \$263.00 for each required report (up to two reviews)
	Negative Declaration / Initial Study	\$5,100.00 + \$263.00 for each required report (up to two reviews)
	Notice of Determination	\$89.00 + pass-thru costs
	Partial Release of Lien (duplicate)	\$34.00 + County Recorder fees
	Planned Residential Development (PRD)	\$6,760.00
	Planned Unit Development (PUD)	\$6,760.00
	Public Hearing Continuance (by applicant)	\$79.00
	Public Hearing item that is referred to the Planning Commission/City Council	Varies (actual costs of legal advertising and notifying property owners)
	Re-inspection Fee	Fully burdened hourly rate
	Sign Application	
	Director's Review	\$560.00
	Planning Commission Review	\$1,105.00
	Staff Review	\$109.00
	Site Development Plan (SDP)	\$3,900.00
	Specific Plan (SP)	\$5,960.00
	Temporary Use Permit (TUP)	\$150.00
	Tentative Parcel Map (TPM)	\$3,625.00 + \$26.00/lot
	Tentative Subdivision Map (TSM)	\$6,225.00 + \$74.00/lot
	Temporary Subdivision Sign Application	\$53.00 application fee + \$105.00 refundable deposit / sign
	Tobacco License Fee	\$709.00
	Variance	\$1,025.00
	Zoning Letter	\$126.00
	Zoning Reclassification (ZR) (including prezoning)	\$4,125.00
<b>FINANCE</b>		
	Escrow Demand processing fee	\$50.00
	Returned check fee	\$20.00
	Lien release processing fee	\$13.00 + County Recorder fee
	Special Operations License application and investigation fees	
	Secondhand, Pawnbroker, Auto Dismantler	\$505.00
	All other special operation businesses/activities	\$335.00
<b>FIRE</b>		
	<u>Weed Abatement:</u>	
	Administrative fee	\$95.00 per parcel

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	Mowing	\$73.92 per hour
	Tractor/Loader	\$150.63 per hour
	Weedeater (City crew worker)	\$73.67 per hour
	Hauling – Dump truck	\$1.53 per mile
	Dumpster (hailed by City)	\$1.46 per yard
	Universal Dumpster – 25 yard	\$119.00 per load
	Universal Dumpster – 40 yard	\$154.00 per load
	<b><u>Emergency Medical Services (EMS):</u></b>	
	Non-Transport:	
	Basic Life Support (BLS) Assessment	\$0.00
	Advanced Life Support (ALS) Assessment	\$0.00
	Transport:	
	Basic Life Support (BLS) Transport	\$1,178.40
	Advanced Life Support (ALS) Transport	\$2,148.76
	Advanced Life Support (ALS) Transport (Level 2)	\$2,378.31
	Transport Mileage	\$41.23 per mile
	Pre-Hospital Medical Supplies	Varies
	Insurance co-pay for City of El Cajon Residents	First \$100.00 waived
	<b><u>Records Requests:</u></b>	
	Public Records Request to include NFIRS, Patient Care Report and Fire Investigation Narrative	\$.04 per page (plus actual cost of employee's time to copy records)
	Individual photographs (if available)	Actual cost
	Photographs on CD (if available)	\$10.00 per incident
	<b><u>Subpoenas:</u></b>	
	Civil Subpoena – Business Records	\$15.00
	Civil Subpoena – Employee Witness Fee	\$275.00 – All employees (per day)
<b>POLICE</b>		
	Audio Reproduction Fee	\$45.00
	Body Worn Camera (BWC) Footage Reproduction	\$90.00
	Civil Subpoena – Business Records	\$15.00
	Civil Subpoena – Employee Witness Fee	\$275.00 – PD Employee (per day) \$275.00 – Peace Officer (per day)
	Copies	\$.04 per page (plus actual cost of employee's time to copy records)
	Copy of Call for Service (CFS) Report	\$1.00
	Copy of Police Report	\$10.00
	Fingerprint Fee (Inked)	\$20.00
	Fingerprint (LIVESCAN Fee)	\$35.00
	Massage License Fee	\$300.00
	Private Property Towing Administration Fee	\$40.00

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	Vehicle Impound Fee:	
	Release of Impounded Vehicles	\$135.00
	Release of Impounded Vehicles Unlicensed/Revoked/Suspended	\$150.00
	Vehicle Repossession Fee	\$15.00
	VIN Verification	\$5.00
	VISA/Clearance Letter Fee:	
	Formal Letter	\$15.00
	Formal Letter with Notarization	\$25.00
	<u>Photograph Reproduction:</u>	
	Administrative Fee Research photo files, obtain clearances, package and mail	\$25.00
	Per Unit Charges	
	Black & White and Color	
	4 x 5	\$5.00
	5 x 7	\$6.00
	8 x 10	\$8.00
	Polaroid – Black & White and Color	\$5.00
	Proofs/Contact Sheets – Black & White and Color	\$8.00
<b>POLICE</b>		
Animal Control		
	License Fees (Altered Animals)	
	(Not to exceed one-half of license fee):	
	Half-year	\$15.00
	One year	\$20.00
	Two years	\$25.00
	Three years	\$30.00
	License Fees (Unaltered Animals)	
	Half-year	\$30.00
	One year	\$40.00
	Two years	\$50.00
	Three years	\$60.00
	Late Fee	\$15.00
	Transfer fee (Change of Ownership/Address)	\$5.00
	Duplicate Tags	\$5.00
	Penalty for Delinquency	\$15.00
	Impound Fees (Altered/Unaltered):	
	First Impound	\$40.00
	Second Impound	\$60.00
	Third and Subsequent Impounds	\$80.00

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	<u>Mandatory State Fines – Unaltered Dogs and Cats</u>	
	(Over and above impound fees)	
	First Impound	\$35.00
	Second Impound	\$50.00
	Third and Subsequent Impounds	\$100.00
	Home Quarantine Fee	\$20.00
	Boarding Fees	\$8.00 per day
	Requiring veterinary care	\$10.00 per day
	Rabies Vaccination Fee	\$6.00/each
	Other Vaccinations	\$20.00/each
	Microchip – for claimed only	\$24.00
	Relinquishment Fee	
	Inside Jurisdiction – Resident	\$45.00
	Outside Jurisdiction – Non-Resident	\$55.00
	Litter – Puppies or Kittens	\$45.00
	Field – Resident (non-resident not accepted)	\$45.00
	Disposal Fee	
	Inside Jurisdiction	\$10.00
	Outside Jurisdiction	\$15.00
	Other Agencies	\$85.00
	<u>Adoption Fees (Not including Spay/Neuter Fee):</u>	
	Dogs	\$80.00
	Cats	\$80.00
	Other Animals	Amount to be set by Chief of Police or designee on an individual basis
	Senior Pets 8+ years	\$30.00
	<u>Spay or Neuter Refundable Deposit</u> (if animal cannot be spayed/neutered at time of adoption)	
	Dog	\$40.00
	Cat	\$40.00
<b>PUBLIC WORKS</b>		
	1911 Act Petition (up to 5 parcels)	\$1,460.00
	1911 Act Petition (each additional parcel)	\$95.00
	Annexation – Planning	\$2,100.00 per acre
	BMP Facility Maintenance Agreement	\$570.00
	Building Permit Review – Estimated Value < \$80,000.00:	
	Single Family Residential	\$800.00
	Multi-Family, Commercial or Industrial	\$1,180.00
	Subdivision Master Building Permit	\$1,180.00

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	Minor Building Review; Addition of 400 square feet; or Added Plumbing Fixtures	\$320.00
	Building Permit Review – Estimated Value > \$80,000.00:	
	Single Family Residential	\$800.00
	Multi-Family, Commercial or Industrial	\$1,180.00
	Subdivision Master Building Permit	\$1,180.00
	Minor Building Review; Addition of 400 square feet; or Added Plumbing Fixtures	\$320.00
	Building Permit Review – Storm Water Fees	
	Single Family Residential	\$215.00
	Multi-Family or Commercial	\$600.00
	Subdivision Master Building Permit	\$600.00
	Inspection Fees	\$90.00
	Certificate of Correction for Subdivision Maps	\$670.00
	Condo Conversions CC&Rs and/or SW Mtce/Ops Plan Review	\$310.00
	Condo Conversions Storm Water Site Plan and/or BMP Facilities Agreements Review	\$310.00
	Copies	
	Maps and Plans	\$5.00/sheet
	Documents	\$.04 per page (plus actual cost of employee's time to copy records)
	Deed/Easement Prep/Quitclaim/LLA Deed Review	\$1,060.00
	Drainage Study Review	\$1,670.00
	Encroachment Permit	
	Level One	\$135.00
	Level Two	\$450.00
	Level Three	\$580.00
	Encroachment (Plan Review Inspection – per hour)	\$100.00
	Erosion Sediment Control Plans >200 sq. ft. (Remodels, Pools, Additions, Walls)	\$100.00
	Erosion Sediment Control Plan Review when Grading/Drainage Plan is not required	\$535.00
	Erosion Sediment Control Plan Review when Grading/Drainage Plan is required	\$800.00
	Erosion Sediment Control (per Inspection)	\$90.00
	Erosion Control Site Inspection for NPDES Compliance (includes 1-10 inspections)	\$500.00 + 0.5%
	Extension of Time for Tentative Subdivision and Parcel Maps – No Hearing	\$380.00
	Extension of Time for Tentative Subdivision and Parcel Maps – Hearing (includes Notice of Public Hearing cost)	\$1,050.00
	Final Parcel Map Check (up to four (4) lots)	\$5,100.00
	Final Subdivision Map Check (1 <sup>st</sup> five (5) lots)	\$6,710.00
	Final Subdivision Map Check (each additional lot)	\$190.00
	GIS Fees	Actual cost of employees' time

<b><u>Department</u></b>	<b><u>Fee Description</u></b>	<b><u>Current Fee/Unit Basis</u></b>
	Grading/Drainage Plan Review (including precise grading plans for new structures)	5% of 1 <sup>st</sup> \$50,000 of estimated site improvement costs + 3% of costs between \$50,000 and \$100,000, 2% of costs between \$100,000 and \$250,000, 1% of costs above \$250,000 (minimum of \$1,000)
	Grading/Drainage Construction Inspection: with Erosion Control Site Inspection	3.5% of the estimated cost of construction with a minimum of \$500 + (Erosion Control Site Inspection \$500 + 0.5% of estimated cost of construction)
	Hold Harmless Agreement (HHA) preparation	\$800.00
	Hydrology Study Limited	\$310.00
	Improvement Construction Inspection	3.5% of the estimated cost of construction (minimum \$500.00) (Soil Testing not included)
	Improvement Plan Check (including improvement plans for private sewer mains)	6.5% of 1 <sup>st</sup> \$50,000 of estimated site improvement costs, 4% of costs between \$50,000 and \$100,000, 1.5% of costs between \$100,000 and \$250,000, and 1% of costs >\$250,000, with a \$1,000 minimum; 1% of estimate for each review after three (3)
	Inspection of restaurant Annual inspection required	\$130.00
	Inspection of Small or Medium High <100,000 sq. ft. Priority Commercial/Industrial Facilities Annual Inspection Required	\$280.00
	Inspection of Large High Priority >100,000 sq. ft. Commercial or Industrial Facilities Annual Inspection Required	\$500.00
	Lien Contract Preparation	\$820.00
	Lien Contract Release	\$30.00
	Outdoor Dining or Sidewalk Vending Permit – Annual Fee	\$340.00
	Oversize/Overload Permit (max as permitted by State)	
	Single fee	Set by State – currently \$16.00
	Annual fee	Set by State – currently \$90.00
	PRD – Engineering Fees	\$840.00
	PRD – Storm Water Fees	\$825.00
	Public Service Sign (Installation)	\$620.00
	Public Service Sign (Replacement)	\$360.00
	Reversion to Acreage	\$3,625.00
	Restaurant FOG Building Permit Fee	\$225.00
	Septic Tank Hauler's Discharge Fee	\$8.36/100 gallons
	Sewer Lateral Video Review	\$200.00
	Sewer Wet Tap Fee	\$720.00
	Special Event – Prepare Traffic Plan (Major)	\$1,260.00
	Special Event – Prepare Traffic Plan (Minor)	\$420.00
	Special Event – Traffic Control (per hour per crew)	\$480.00
	Special Event – Traffic Plan Review	\$380.00

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	Street Light Inspection per Light (Amount includes est. \$90.00 energizing fee from SDG&E)	\$460.00
	Street or Public Service Easement Vacation	
	(with Public Hearing)	\$1,780.00
	(without Public Hearing)	\$650.00
	Standard Urban Storm Water Mitigation Plan (SUSMP) Project Plan Review (required if High Priority Project) (three (3) Plan Checks (min))	\$3,620.00
	Conceptual SUSMP Project Plan Review	\$1,830.00
	Priority Development Project (PDP) SUSMP Storm Water Mitigation Plan (SWMitP) Review	\$1,830.00
	Additional Plan Check	\$160.00 each
	SUSMP BMP Inspection	
	1-3 Features	\$250.00
	>3 Features	\$340.00
	SWPPP Review (>1 acre)	\$990.00
	Subdivision Agreement Preparation	\$1,600.00
	Traffic Control Plan Review	\$300.00
	Traffic Impact Study Review	\$970.00
	Trash Enclosure Building Permit Review	\$135.00
<b>PUBLIC WORKS</b>		
Parks		
	Sale of wood	\$90.00/cord
<b>RECREATION</b>		
Recreation Center / Park / Field Fee Schedule		
I. Center / Park Basic Use Fees		
The following fee schedule shall in all instances apply to classifications 3, 4, 5, 6, 7 and 8. Gymnasium and swimming pool fees will apply to <u>all</u> classifications except Class 1.		
	a. Center Meeting Room	\$10.00 per hour or fraction thereof, minimum 3 hours.
	b. Center Kitchen	\$8.00 per use for potluck or light refreshment. \$23.00 per use for full meal.
	c. Center Gymnasium	\$25.00 per hour or fraction thereof, minimum 2 hours. Use must be compatible with normal gymnasium use.
	d. Fletcher Hills Center Backyard	\$10.00 per hour or fraction thereof, minimum 3 hours.
	e. Fletcher Hills Swimming Pool	\$80.00 per hour or fraction thereof, minimum 2 hours, plus Extra City Staff Services fee. Minimum of two City certified lifeguards on deck at all times. (Private use fee does not apply.)



<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	f. Kennedy Skatepark	\$22.00 per hour or fraction thereof, minimum 2 hours, plus Extra City Staff Services fee. Minimum of two staff required. Light use an additional \$16.00 per hour.
	g. Wells Center Back Lawn	\$15.00 per hour or fraction thereof, minimum 3 hours.
<b>II. Special Use Fees</b>		
In addition to the basic rental fees as set forth in the fee schedule, additional fees will be charged for the following activities or services regardless of usage classifications.		
	a. Dog shows (AKC sanction or practice, but not to include business meetings where dogs are not present)	\$120.00 per event.
	b. Large Events: More than 50 people	\$120.00 per event.
	c. Extra City Staff Services (Applies to Classifications 2, 3, 4, 5, 6, 7 and 8)	\$22.00 per hour or part thereof per staff member required.
	d. Private Parties/Uses (Class 7)	\$8.00 per hour, in addition to Basic Use Fee.
	e. Commercial Uses (Class 8)	\$25.00 per hour, \$100.00 minimum, in addition to Basic Use Fee.
	f. Cancellation/Damage/Cleaning Deposits Recreation Centers/Parks	\$35.00/100 users, minimum \$65.00.
	g. Concession Stand	\$100.00 per month.
<b>III. Field Basic Use Fees</b>		
Applies to Classes 2, 3, 4, 5, 6, 7 and 8 for fields controlled by the Recreation Department.		
	a. Day reservation (baseball, softball, football, soccer)	\$8.00 per hour or fraction thereof, minimum 2 hours.
	Supported Youth League *	No fee.
	b. Night reservation (baseball, softball, football, soccer)	\$23.00 per hour or fraction thereof, minimum 2 hours.
	Supported Youth League *	\$15.00 per hour.
	c. Field preparation (dragging, wetting down and marking)	\$50.00 per prep.
	d. Ball field bases fee	\$15.00 flat fee.
* Supported Youth League, a league having met the criteria established by City Council as qualifying for the Youth League Utility Support Program. Refer to City Council Policy E-8, Youth Sports League Utility Support Program.		
<b>IV. Open Play Gym Fees (Existing fees since 1995, but never listed on Schedule.)</b>		
	a. Adult Open Play (basketball, volleyball, pickleball)	\$15.00 for annual pass. \$12.00 resident discount fee.
	b. Adult Open Play – Seniors age 55+ (basketball, volleyball, pickleball)	\$10.00 for annual pass. \$7.00 resident discount fee.
	c. Teen Open Play (basketball, volleyball)	\$5.00 for annual pass.
	d. Replacement for any Open Play Card	\$5.00 for remainder of annual pass.

<b>Department</b>	<b>Fee Description</b>	<b>Current Fee/Unit Basis</b>
<b>Leasable Park Spaces Fee Schedule</b> (Judson Park / Renette Plaza / Kennedy Park North Lawn / Hillside Upper Park / Wells Park Multipurpose Field)		
<b>I. Basic Use Fees</b>		
	a. Weddings (ceremony only; no food)	\$40.00 per event.
	b. Ceremonies, Town Hall Meetings, Public Presentations (refreshments only)	\$40.00 per event.
	c. Receptions (food allowed)	
	1. Small (50 or fewer people)	\$80.00 per event.
	2. Large (more than 50 people)	\$215.00 per event.
	d. Musical Presentations	
	1. Single event (1 to 2 dates)	\$160.00 flat fee.
	2. Series (3 to 20 dates)	\$265.00 flat fee.
	e. Festivals or Community Events	
	1. Small (500 or fewer people per day)	\$150.00 per event.
	2. Large (more than 500 people per day)	\$300.00 per event.
<b>II. Special Use Fees</b>		
All Special Use Fees are in addition to Basic Use Fees.		
	a. Cancellation/Damage/Cleaning Deposit	\$50.00/100 people. \$100.00 minimum - \$500.00 maximum.
	b. Private Party (excludes general public)	\$18.00 per hour additional.
	c. Commercial Use	\$25.00 per hour additional. \$200.00 minimum per permit (plus other applicable fees).
	d. Extra City Staff Services	\$22.00 per hour or part thereof per staff member.
	e. Security Personnel (per security person)	See Current Schedule
<b>Centennial Plaza / Prescott Promenade Fee Schedule</b>		
<b>I. Basic Use Fees</b>		
	a. Weddings	
	1. Small (50 or fewer people, ceremony only, no food)	\$40.00 per event.
	2. Large (more than 50 people, ceremony only, no food)	\$80.00 per event.
	b. Ceremonies, Town Hall Meetings, Public Presentations	
	1. Small (50 or fewer people, refreshments only)	\$40.00 per event.
	2. Large (more than 50 people, refreshments only)	\$80.00 per event.
	c. Receptions	
	1. Small (100 or fewer people, food allowed)	\$100.00 per event.
	2. Large (more than 100 people, food allowed)	\$240.00 per event.
	d. Musical Presentations	
	1. Single event (1 to 2 dates)	\$200.00 per event.
	2. Series (3 to 20 dates)	\$300.00 per series.
	e. Festivals or Community Events	
	1. Small (500 or fewer people)	\$250.00 per event.
	2. Large (more than 500 people)	\$450.00 per event.

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	f. Festivals or Community Event Series – 4 to 12 event dates / weekly or monthly / non-consecutive days	
	1. Small (500 or fewer people per day)	\$450.00 per series.
	2. Large (more than 500 people per day)	\$900.00 per series.

**II. Special Use Fees**

All Special Use Fees are in addition to Basic Use Fees.

	a. Alcohol at the Civic Center Plaza/Centennial Plaza (ABC license, security, and certificate of insurance required)	\$22.00 per hour / 4 hour minimum.
	b. Private Party (excludes general public)	\$18.00 per hour additional.
	c. Commercial use	\$25.00 per hour additional. \$200.00 minimum per permit (plus other applicable fees).
	d. Extra City Staff Services	\$22.00 per hour or part thereof per staff member.
	e. Alley Closure "Simple"	\$75.00 per event.
	f. Cancellation/Damage/Cleaning Deposit	\$50.00/100 people. \$100.00 minimum - \$500 maximum.
	g. Steam Cleaning Deposit *	
	1. Spot cleaning	\$250.00 per event.
	2. Full site cleaning	\$850.00 per event.

\* Steam Cleaning Deposit – User will be charged or credited per actual invoice.

**Ronald Reagan Community Center Fee Schedule**

All "per hour" fees are charged per hour or fraction thereof.

**I. Basic Use Fees**

	a. Full auditorium; includes two (2) patios (4 hours minimum use)	\$75.00 per hour.
	b. East auditorium; includes one (1) patio (2 hours minimum use)	\$50.00 per hour.
	c. West auditorium; includes one (1) patio (2 hours minimum use)	\$30.00 per hour.
	d. Kitchen	\$69.00 per use.
	e. Bridal Suite (2 hours minimum)	\$20.00 per hour

**II. Set-up Fees**

All set-up and take-down must be done by Ronald Reagan Community Center staff. Equipment includes P.A. system, podiums, tables and chairs.

	a. Full auditorium	\$80.00.
	b. East room	\$50.00.
	c. West room	\$40.00.

**III. Special Use Fees**

	a. Extra City Staff Services (per staff person)	\$22.00 per hour.
	b. Alcohol use (ABC license may be required)	\$25.00 per hour.

<u>Department</u>	<u>Fee Description</u>	<u>Current Fee/Unit Basis</u>
	c. Private use	\$25.00 per hour.
	d. Weekend/Holiday use (5:00 PM Friday through 2:00 AM Monday and all official holidays)	\$40.00 per hour.
	e. Commercial use (with a minimum of \$175.00)	\$35.00 per hour.
	f. Non-resident fee (Class 6 and 7 users)	\$30.00 per hour.
	g. Security personnel (per security person)	See current schedule.
	h. Coffee service	See current schedule.
<b>IV. Special Equipment Use</b>		
	a. Bar	\$23.00 each.
	b. Piano	\$40.00.
	c. Stage/Backdrops (6 ft. x 8 ft. – includes drapes)	\$11.00 per section.
	d. Dance floor	\$68.00.
	e. Audio-visual equipment	\$15.00 per system.
	f. LCD Projector	\$50.00.
	g. Dry Erase Board	\$10.00 per day.
	h. Easel	\$5.00 per day.
	i. Sandwich Display Board	\$5.00 per day.
	j. TV w/DVD Player	\$15.00 per day.
<b>V. Cleaning/Security/Reservation Deposit</b>		
	a. Non-alcohol use	\$200.00.
	b. Alcohol use	\$400.00.
<b>VI. Administrative Fee</b>		
		\$75.00 for \$150 deposit. \$150.00 for \$300.00 deposit.
<b>Recreation Special Revenue Fund</b>		
Originally adopted at the May 27, 1997 City Council meeting, the Director of Recreation is authorized to establish and implement Recreation Activity fees by category at cost recovery rates. The cost recovery rate may be amended as a necessity by City Council action. 2019 recovery rates are as follows:		
I.	Recreation Special Revenue Fund Recovery Rate – Fee Classes	75% - Youth Instructional Programs 50% - Youth Sports Leagues 80% - Aquatics 100% - Adult Sports Leagues 90% - Adult Instructional Programs 50% - Senior Instructional Programs



City Council  
Agenda Report

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Mayor Wells  
**SUBJECT:** Council Activity Report

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**RECOMMENDATION:**

That the City Council accepts and files 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:

May 28, 2019 - Meeting w/ Chair of San Diego Veteran Commission  
June 6-8, 2019 - North American Mayors Summit - Mexico  
June 11, 2019 - City Council Meetings

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

Submitted By: Bill Wells, Mayor

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City Council  
Agenda Report

Agenda Item 14.

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:**  
**SUBJECT:** Legislative Report

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RECOMMENDATION:

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Attachments

Legislative Report 6/11/19

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# 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	5/20/19 – From committee chair, with author’s amendments: Amend, and re-refer to committee. Read second time, amended and re-referred to Com. on HEALTH. 5/2/19 – In Senate. Read first time. To Com. on RLS. for assignment. 3/11/19 – Amended in Assembly
AB	392	Weber	Peace Officers: deadly force	5/14/19	Oppose	Assembly	5/30/19 – Passed Assembly; in Senate, in Committee. 4/10/19 - From committee: Do pass and re-refer to Com. on RLS. (Ayes 6. Noes 2.) (April 9). Re-referred to Com. on RLS.
AB	516	Chiu	Authority to remove vehicles	5/14/19	Oppose	Assembly	5/22/19 - Passed Assembly; In Senate, Committee on Transportation and Public Safety. 5/2/19 – Read second time. Ordered to Consent Calendar.
AB	1332	Bonta	Sanctuary State Contracting and Investment Act	5/14/19		Assembly	05/16/19 – In committee: Held under submission. 4/30/19 – Re-referred to Com. on APPR.

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

BILL	NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS/ LAST ACTION DATE
AB	1356	Ting	Cannabis: local jurisdictions: retail commercial cannabis activity	4/9/19	Oppose	Assembly	5/30/19 - Ordered to inactive file at the request of Assembly Member Ting. 5/20/19 – Read second time. Ordered to third reading. 5/1/19 – Re-referred to Com. on APPR. 4/8/19 - Re-referred to Com. on B. & P.
AB	1568	McCarty	Housing law compliance: prohibition on applying for state grants	5/14/19		Assembly	5/16/19 - In committee: Hearing postponed by committee. 4/25/19 – From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 1.)
SB	5	Beall and McGuire	Affordable Housing and Community Development Investment	3/26/19	Support	Senate	5/29/19 - In Assembly. Read first time. Held at Desk. 4/29/19 – April 29 hearing; Placed on APPR. suspense file. 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	Oppose unless amended	Senate	5/16/19 – Held in committee and under submission (until 2020). 5/3/19 – Set for hearing May 13. 3/11/19 – Amended in Senate. 1/24/19 – Referred to Coms. on HOUSING and GOV. & F.
SB	230	Caballero	Law enforcement: use of deadly force: training: policies	5/14/19	Oppose	Senate	5/28/19 - Passed Senate; In Assembly 5/28/19 - Read third time. Passed. (Ayes 38. Noes 0.) Ordered to the Assembly.

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



BILL	NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS/ LAST ACTION DATE
							5/16/19 – Read second time. Ordered to third reading. 5/3/19 – Set for hearing May 13.
SB	330	Skinner	Housing Crisis Act of 2019	5/28/19	Oppose	Senate	5/29/19 - In Assembly. Read first time. Held at Desk. 5/29/19 - Read third time. Passed. (Ayes 28. Noes 7.) Ordered to the Assembly. 5/20/19 – From committee: Do pass as Amended (Ayes 6. Noes 2.)
SB	542	Stern	Workers’ compensation	5/28/19	Oppose	Senate	5/30/19 - Referred to Com. on INS. 5/22/19 - In Assembly. Read first time. Held at Desk. 5/21/19 - Read third time. Passed. (Ayes 32. Noes 3.) Ordered to the Assembly. 5/16/19 – Read second time. Ordered to third reading.
SB	635	Hueso	Taxation: Gross income exclusions; opportunity zones.	6/11/19	Support	Senate	5/16/19 - Held in committee and under submission.



City Council  
Agenda Report

DATE: June 11, 2019

TO: Honorable Mayor and City Councilmembers

FROM: Bill Wells, Mayor

SUBJECT: Proposed SANDAG Changes to the Regional Funding Priorities of the San Diego County Transportation Sales Tax (TransNet)

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RECOMMENDATION:

That the City Council receives a presentation from SANDAG regarding “the SANDAG Big Vision and 5 Big Moves for the 2021 Regional Plan Update,” discuss proposed shift of SANDAG TransNet funds from road projects to transit projects, and consider a letter opposing SANDAG’s proposed shifting of funds from existing highway and road projects.

BACKGROUND:

On April 26, 2019, SANDAG staff presented a new San Diego Forward plan for the use of TransNet funds. The new plan presented by SANDAG staff shifts funds that were once destined for highway and road projects to new transit projects.

It is important to remember that TransNet funds are derived from a special sales tax collected for specified congestion relief projects. This special tax was approved by voters in San Diego County in 2004. The TransNet measure specified projects that were to receive funding priority. Projects targeting East County included the expansion of I-8, SR-67, SR-52, SR-94, SR-125, and maintaining and improving local roads. It should be noted that the 2004 TransNet measure identified less than 20 percent of taxes collected to be allocated toward transit specific projects. I believe that modifying this allocation ratio violates the will of the voters.

I recommend that the City Council receive a presentation from SANDAG staff regarding the new San Diego Forward plan. After hearing the presentation and comments from the community, I recommend that the City Council consider supporting a letter that opposes the shift of SANDAG TransNet funds from existing highway and road projects to new transit projects. The draft letter supports funding projects that were identified in the 2004 TransNet measure before funding new transit projects. The draft letter is attached for City Council review and comment.

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Attachments

Transnet Priorities Letter

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June 11, 2019

Mr. Hasan Ikhata  
Executive Director  
San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101

Dear Director Ikhata:

On behalf of the City of El Cajon, I write this letter to convey our community's opposition to any modification to the 2004 TransNet Extension Ordinance, including the shifting or removal of funding from highway projects. The City of El Cajon requests that the San Diego Association of Governments (SANDAG) pursue new sources of funding for projects not listed in the 2004 TransNet measure.

In November 2004, the region's voters approved Proposition A, a 40 year-extension of a half-cent transportation sales tax, also known as TransNet. The Extension Ordinance specifically identified expansions of highways, including several important freeway projects in East San Diego County—specifically I-8, SR-52, SR-94, SR-67, and SR-125. These, along with other important highway and transit projects, were intended to balance the region's transportation needs and address the movement of goods within and through the region. The 2004 TransNet measure identified less than 20 percent of taxes collected to be allocated toward transit specific projects; the remaining approximately 80 percent was promised for highway and congestion relief. The City of El Cajon believes that modifying this allocation ratio violates the will of the voters.

Unfortunately, fourteen highway projects have yet to be funded—these are vital projects that SANDAG promised to San Diego County voters. Several of these unfinished projects are in East County and include the addition of HOV lanes on SR 52, SR-94 and SR-125 interchange, widening SR-94 to six lanes from 125 to Avocado Boulevard, and completing the general purposes lanes on I-8 from Greenfield Drive to Los Coches Road. One reason there are many highway projects unfinished is because public transit projects were frontloaded and most have either been completed or are underway. Despite the fact that over 96 percent of San Diego citizens use vehicles for the majority of their transportation needs, to date, TransNet dollars have been disproportionately appropriated to public transit.

On April 26, 2019, SANDAG staff unveiled a new vision for the Regional Transportation Plan (RTP) that identifies many new public transit projects while removing the unfunded highway projects promised to voters in 2004. If adopted, this reallocation of TransNet funding will degrade the public's confidence and contribute to worsening traffic conditions throughout the region. The City of El Cajon is not opposed to new projects outlined in the revised RTP, but if SANDAG wishes to pursue this new vision, then other funding should be pursued.

Additionally, the City urges the inclusion of highway and road projects in SANDAG's new RTP. The success of the region's transportation system relies on more than just public transportation. Roads and highways are, and will continue to be, a critical component of the transportation network.

Also, a functioning road network is critical to public safety and will help reach State-mandated climate reduction goals. Recent fires in our region remind us of the need for highway improvements to reduce congestion. SR 52, SR 125, SR 67, SR 94 and I-8 are often in gridlock during morning and afternoon commutes; imagine what could happen if a wildfire forces mass evacuation in East County. Additionally, the lack of progress on the SR 52 connectors to SR 125, SR 67, and I-15 are contributing to the region's environmental pollution. While East County residents wait for the completion of promised highway projects, they do so while sitting in idling cars causing avoidable Greenhouse gas emissions.

For these reasons, the City of El Cajon opposes modifications to the 2004 TransNet Extension Ordinance, including any changes to highway projects and their funding, and request SANDAG pursue new funding sources for projects not originally included in the Extension Ordinance. It is important that SANDAG maintain the confidence of voters and deliver on promises to address critical road and highway projects.

The City of El Cajon joins the County of San Diego, the City of Vista, and the City of San Marcos in opposing the proposed changes. We believe the importance of a functioning road network cannot be overstated, and we welcome the opportunity to work together on this issue.

Sincerely,

Bill Wells  
Mayor



City Council  
Agenda Report

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Marisol Thorn, Director of Human Resources  
**SUBJECT:** Compensation for Executive and Unrepresented Employees (A-29), City Manager and the City Attorney

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**RECOMMENDATION:**

That the Mayor provides an oral report summarizing recommended changes in compensation for the City's "local agency executives"; and following the report, that the City Council (1) approves the changes to City Council Policy A-29 described in the report, and reflected on the attachment; and (2) acknowledges the adjustments to the City Manager and City Attorney's compensation in accordance with the terms of their contracts.

**BACKGROUND:**

City Council Policy A-29 details the compensation for all employees not represented by any of the City's recognized bargaining groups. These employees include all Department Directors, confidential and other unrepresented employees, and part-time/seasonal/ temporary (PST) employees. Additionally, the City Manager and City Attorney contracts outline that both receive the same general salary increase as their employees.

SB 1436, adopted in 2016, requires that the City Council provide an oral report with a summary of recommendations for a final action on the salaries or compensation of certain "local agency executives." This oral report must be given by the Mayor during the open meeting in which the final action on compensation, salaries, and benefits is to be taken.

A "local agency executive" is defined as those employees of a local agency not subject to the Meyers-Milias-Brown Act and who is either (1) the chief executive officer, deputy or assistant chief executive officer, (2) the head of a department of a local agency, or (3) is employed under a contract with the local agency. For the City, this "local agency executives" subject to SB 1436 include: City Manager, City Attorney, Assistant City Manager, City Clerk, Director of Community Development, Director of Finance/City Treasurer, Director of Human Resources, Director of Information Technologies, Director of Public Works, Director of Recreation, Fire Chief, and Police Chief.

As recommended, all of the employees in this group will receive a general salary increase of 2.5% effective June 15, 2019, the same increase in pay received by their respective municipal employees. The Fire Chief's salary is proportionately shared by the three member cities of Heartland Fire and Rescue. Additionally, the Fire safety employees and Police Chief will receive a non-PERSable stipend of \$6,000/Police Chief, \$6,000/Fire Chief, and \$4,200/Fire Division Chief. The stipends will be paid out one-half the second paycheck issued in July and one-half the first paycheck issued in December of 2019.

It is also recommended that the following classifications receive market adjustments in order to be brought closer to the market median: Police Chief: 3%, Director of Human Resources 5%, Director of Recreation 7%, Director of Community Development 10%, Fire Division Chief 10%, Senior Human Resources Analyst 2.5%, Senior Management Analyst (City Manager and Finance) 2.5%, Senior Risk Analyst 2.5%, Human Resources Analyst 2.5%, Management Analyst (City Manager and Human Resources) 2.5%, Administrative Analyst 2.5%, and Senior Accounting Technician 5%.

Finally, other changes to the compensation of the benefitted classifications in this group as specified in the resolution attachments.

**FISCAL IMPACT:**

Compensation changes are within the authority provided by the City Council.

Prepared By: Marisol Thorn, Director of Human Resources

Reviewed By:

Approved By: Graham Mitchell, City Manager

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Attachments

A-29 City Council Plan

Track Changes A-29 City Council Plan

Summary of A-29 Changes

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**CITY OF EL CAJON  
CITY COUNCIL POLICY**

**SUBJECT:** Compensation Plan for Executive and Unrepresented Employees

**POLICY**  
A-29

**REFERENCE:**

**EFFECTIVE**  
06/15/19

**PAGE**  
Page 1 of 15

**PURPOSE**

To outline in one document the salary and benefits of employees who work in positions not represented by a recognized bargaining group.

**A. SALARY** – Effective June 15, 2019

**EXECUTIVE MANAGEMENT CLASSIFICATIONS ARE AS FOLLOWS:**

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>HOURLY/BI-WEEKLY</u>
Assistant City Manager	137.5	\$85.12 - \$103.71/ \$6, 809.60 - \$8, 296.80
Police Chief	136.8	\$83.67 - \$101.94/ \$6, 693.60 - \$8, 155.20
Fire Chief	135.4	\$80.82 - \$98.47/ \$6, 465.60 - \$7, 877.60
Director of Community Development	129.5	\$69.86 - \$85.12/ \$5, 588.80 - \$6, 809.60
Director of Public Works	128.8	\$68.67 - \$83.67/ \$5, 493.60 - \$6, 693.60
Director of Finance/City Treasurer	128.3	\$67.82- \$82.63/ \$5, 425.60 - \$6, 610.40
Director of Information Technology	127.6	\$66.66 - \$81.22/ \$5, 332.80 - \$6, 497.60
Director of Human Resources	125.9	\$63.93 - \$77.89/ \$5, 114.40 - \$6, 231.20
Director of Recreation	122.6	\$58.92 - \$71.79/ \$4, 713.60 - \$5, 743.20
City Clerk	117.2	\$51.56 - \$62.82/ \$4, 124.80 - \$5, 025.60

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**UNREPRESENTED MANAGEMENT CLASSIFICATIONS ARE AS FOLLOWS:**

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>HOURLY/BI-WEEKLY</u>
Fire Division Chief	124.5	\$61.75 - \$75.24/ \$4, 940.00 - \$6, 019.20
Financial Operations Manager	119.2	\$54.17 - \$66.00/ \$4, 333.60 - \$5, 280.00
Senior Human Resources Analyst	106.2	\$39.30 - \$47.88/ \$3, 144.00 - \$3, 830.40
Senior Management Analyst (City Manager and Finance)	106.2	\$39.30 - \$47.88/ \$3, 144.00 - \$3, 830.40
Senior Risk Management Analyst	106.2	\$39.30 - \$47.88/ \$3, 144.00 - \$3, 830.40
Human Resources Analyst	99.0	\$32.90 - \$40.08/ \$2, 632.00 - \$3, 206.40
Management Analyst (City Manager and Human Resources)	96.3	\$30.78 - \$37.50/ \$2, 462.40 - \$3, 000.00
Administrative Analyst	87.4	\$24.70 - \$30.10/ \$1, 976.00 - \$2,408.00

**CONFIDENTIAL CLASSIFICATIONS ARE AS FOLLOWS:**

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>HOURLY/BI-WEEKLY</u>
Executive Assistant to the City Manager/City Attorney	95.1	\$29.88 - \$36.40/ \$2, 390.40 - \$2, 912.00
Administrative Secretary (City Manager's Office and Human Resources)	85.0	\$23.28 - \$28.37/ \$1, 862.40 - \$2, 269.60
Senior Accounting Technician	83.7	\$22.55 - \$27.47/ \$1, 804.00 - \$2, 197.60



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**UNREPRESENTED GENERAL CLASSIFICATIONS ARE AS FOLLOWS:**

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>HOURLY</u>
Police Recruit	96.0	\$30.55 - \$37.22

**PART-TIME / SEASONAL TEMPORARY (PST) CLASSIFICATIONS ARE AS FOLLOWS:**

*\*PST classifications do not receive any benefits described in this policy with the exception of the City contribution to the appropriate retirement plan in lieu of CalPERS/Social Security and sick leave benefits required by Labor Code §233. PST step increase ranges are 2.5%.*

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>HOURLY</u>
Weed Abatement Inspector	88.3	\$25.26 - \$30.78
Administrative Intern	70.9	\$16.44 - \$20.03
Public Safety Aide	61.4	\$13.00 - \$15.84
Recreation Specialist I	53.3	\$12.34 - \$12.97
Recreation Specialist II	62.2 (D-E)	\$13.26 - \$16.16
Recreation Specialist III	71.0	\$16.48 - \$20.08
Recreation Specialist IV	80.0	\$20.58 - \$25.07
Recreation Specialist V	88.9	\$25.64 - \$31.23

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***Effective January 1, 2020 (Recreation Only)***

<b>Job Class</b>	<b>Range @ 2.5%</b>	<b>Step A</b>	<b>Step A'</b>	<b>Step B</b>	<b>Step B'</b>	<b>Step C</b>	
Recreation Specialist I	<b>61.4</b>	\$ 13.00	\$ 13.33	\$ 13.66	\$ 14.00	\$ 14.35	
Recreation Specialist II	<b>66.4</b>	\$ 14.71	\$ 15.08	\$ 15.45	\$ 15.84	\$ 16.24	
Recreation Specialist III	<b>71.4</b>	\$ 16.64	\$ 17.06	\$ 17.74	\$ 18.64	\$ 19.59	<b>70.0</b>
Recreation Specialist IV	<b>80.0</b>	\$ 20.58	\$ 21.09	\$ 22.16	\$ 23.28	\$ 24.46	<b>79.0</b>
Recreation Specialist V	<b>88.9</b>	\$ 25.64	\$ 26.28	\$ 27.61	\$ 29.00	\$ 30.47	<b>87.9</b>
			<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Range</b>

**B. PERQUISITES**

**1. EDUCATIONAL INCENTIVE PROGRAM**

Executive and Unrepresented Management employees are eligible for five percent (5.0%) additional compensation when they possess any of the following:

- Master's degree directly related to position with the City, but not required by the classification specification applicable to position;
- Current California registration certificate as a Professional Civil or Traffic Engineer; or
- Current California designation as a Certified Public Accountant.

Employees are not eligible to receive more than 5.0% additional compensation where the employee possesses more than one Master's degree and/or certification.

The Fire Chief and Fire Division Chief are eligible for two and one half percent (2.5%) additional compensation when possessing an Associate's degree in Fire Science or a related field, or five percent (5.0%) additional compensation when possessing a Bachelor's degree in any field.

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The Police Chief is eligible for the following educational incentives not to exceed sixteen percent (16%):

1. Two and one half percent (2.5%) additional compensation when possessing an Associate's degree in Criminology, Police Science or a related field, or eight percent (8.0%) additional compensation when possessing an Advanced P.O.S.T certificate.
2. Two and one half percent (2.5%) additional compensation when possessing a P.O.S.T. Management Certificate and completion of one of the following:
  - (a) FBI Academy;
  - (b) P.O.S.T. Command College;
  - (c) Senior Management Institute for Police; or
  - (d) Other management classes/educational programs as approved by the City Manager.
3. Two and one half percent (2.5%) additional compensation when possessing a Bachelor's degree.
4. Three percent (3.0%) additional compensation when possessing a Master's degree or other advanced degree related to the position.

**C. HEALTH AND WELFARE BENEFITS**

1. Cafeteria Plan

The City's cafeteria plan benefits are primarily designated for enrollment in any of the City's CalPERS' health plans or other eligible benefit programs (e.g., dental, vision, etc.). The cost of the premium for the City's health plan will be deducted from the employee's cafeteria plan allocation. If there is a difference, the employee will be responsible for the remainder of the premiums through payroll deductions. Any cafeteria plan balances that remain after an employee has paid for his or her health insurance premiums and other eligible benefit programs benefits may be received as "cash in lieu", up to a maximum of \$1,150 per month. Cash in lieu payments are taxable income and not PERSable.

Any employee who is not enrolled in a City CalPERS health insurance plan, and does not provide proof of enrollment in another group health insurance plan (e.g., coverage under a spouse's employer plan) within 30 days from the beginning of the new plan year will not be eligible to receive cash in lieu.

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All benefitted employees must enroll in an available City health program unless they opt out. An employee may receive cash in lieu for opting out of the City's health program if he/she:

- (1) Provides proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and
- (2) Signs an attestation that the employee and his/her tax family have or will have such minimal essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt out payment cannot be made and the City will not in fact make payment if the employer knows or has reason to know that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

The City may modify health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

From July 1, 2019 through December 31, 2019, the amount of cafeteria benefit shall be \$1,150 per month (\$13,800 per calendar year). From January 1, 2020 through June 30, 2019, the amount of the cafeteria benefit shall be \$1, 200 per month (\$14,400 per calendar year).

**2. Medical Insurance**

The City is continuing the CalPERS' Health Benefits program that was adopted on January 1, 1986. From the total allotted under the cafeteria plan, the City will pay to CalPERS the statutorily required minimum employer contribution per month toward the cost of any CalPERS' health plan that the employee chooses to enroll. The employee

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agrees to be liable for the difference between the total cost of the health plan chosen and the City's contribution if he/she elects to obtain coverage under the CalPERS' health program. This amount shall be included in the total amount of the City's contribution to the employee's Section 125 Cafeteria Plan.

Employees who elect not to be covered under the City's medical insurance plan must have on file with the City a signed waiver of medical benefits. Employees will be provided an opportunity at least once annually to enroll in the City's medical insurance plan.

**3. Retirement Benefits**

All Executive, Unrepresented, and Confidential employees are members of the California Public Employees' Retirement System (CalPERS). Those employees who are "classic members" as defined under the Public Employees' Pension Reform Act of 2013 (PEPRA) pay the employee's share of the retirement cost (8% for Miscellaneous and 9% for Safety Employees), and receive the following contracted benefits:

<b>Miscellaneous Employees</b> <i>("Classic" Members)</i>	<b>Safety Employees</b> <i>("Classic" Members Hired on or before March 10, 2011)</i>
A. 3% at 60 Benefit Formula (§21354.3)	A. 3% at 50 Benefit Formula (§21362.2)
B. Final Compensation: One Year (§20042)	B. Final Compensation: One Year (§20042)
C. Prior Service (§20055)	C. Prior Service (§20055)
D. [Reserved]	D. [Reserved]
E. Additional Service Credit 2 Years (§20903)	E. [Reserved]
F. Unused Sick Leave Credit (§20965)	F. Unused Sick Leave Credit (§20965)
G. Military Service Credit as Public Service (§21024)	G. Military Service Credit as Public Service (§21024)
H. 2% Annual Cost of Living Allowance Increase (§21329)	H. 2% Annual Cost of Living Allowance Increase (§21329)
I. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (§21551)	I. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (§21551)
J. 1959 Survivor Benefit Level Four (§21574)	J. 1959 Survivor Benefit Level Three (§21573)

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K. \$5,000 Retired Death Benefit (§21623.5)	K. \$500 Retired Death Benefit (§21620)
L. [Reserved]	L. Post-Retirement Survivor Allowance (§21624/26/28)
M. [Reserved]	M. Post-Retirement Survivor Allowance to Continue After Remarriage (§21635)
	<b>Local Safety Employees</b> (Hired on or after March 11, 2011)
	A. 3% at 55 Benefit Formula (§21362.2)
	B. Final Compensation: Three Years – Career Average (§20042)

Those employees who are “new members” as defined under the Public Employees’ Pension Reform Act of 2013 (PEPRA) pay the employee contributions equal to 50% of normal cost (currently 6.25% for Miscellaneous and 12.25% for Safety Employees), and receive the above listed benefits with the exception of the following:

<b>Miscellaneous Employees</b> (“New” Members Hired on or after January 1, 2013)	<b>Safety Employees</b> (“New” Members Hired on or after January 1,
A. 2% at 62 Benefit Formula (§7522.20)	A. 2.7% at 57 Benefit Formula (§7522.25(d))
B. Final Compensation: Three Years – Career Average (§20037)	B. Final Compensation: Three Years – Career Average (§20037)

**PST Employees:** In lieu of enrollment in the CalPERS’ retirement program, PST employees will be enrolled in an IRS §457 retirement plan. The City contributes 7.5% of the employee’s salary to the IRS §457 plan in lieu of CalPERS and Social Security. PST employees who qualify for membership will be enrolled in the CalPERS retirement program and City contributions to the IRS §457 plan will terminate.

4. Deferred Compensation

All Executive, Unrepresented and Confidential employees are eligible to participate in any of the City’s Internal Revenue Code Section 457 Deferred Compensation Plan(s). Participation is handled through payroll deductions.

The City shall contribute \$300 per month (\$3,600 per year) in deferred compensation on behalf of the Assistant City Manager to one of the City approved plans as selected by the Assistant City Manager. Amounts contributed by the City shall be to the benefit of the

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Assistant City Manager in accordance with the Deferred Compensation Plan participation agreement.

5. Disability Insurance

The City provides Executive Management employees and Unrepresented Management employees with fully paid short-term and long-term disability plans.

**Exclusion:** Confidential employees, PST employees, and Police Recruit(s) participate in the State Disability Insurance (SDI) Program at their expense.

6. Life and Accidental Death & Dismemberment (AD&D) Insurance [Applies to City Attorney]

The City provides fully paid life insurance and AD&D to Executive and Unrepresented Management employees in the amount of one and one half times the employee's annual salary plus \$25,000.

The City provides fully paid life insurance and AD&D to Confidential and Part-time benefitted employees in the amount of \$25,000.

**D. LEAVES**

1. Vacation Accrual

All Executive, Unrepresented and Confidential employees shall accrue vacation in accordance with the following schedule:

- a. 3.07 hours of vacation accrued and credited bi-weekly from the date of hire until completion of the 36<sup>th</sup> month;
- b. 4.60 hours of vacation accrued and credited bi-weekly following completion of the 36<sup>th</sup> month through the 108<sup>th</sup> month;
- c. 5.52 hours of vacation accrued and credited bi-weekly following completion of the 108<sup>th</sup> month through the 156<sup>th</sup> month;
- d. 6.14 hours of vacation accrued and credited bi-weekly following completion of the 156<sup>th</sup> month.

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New hires in Executive and Unrepresented Management classifications may accrue vacation leave at a rate greater than the entry rate at the discretion of the City Manager.

Vacation accrual shall be capped at 620 hours for all executive and unrepresented management employees, and 560 hours for all confidential employees. No employee shall accrue vacation beyond the established cap unless specifically authorized by the City Manager.

Employees have the option of 100% cash reimbursement for unused paid vacation at any time provided that they have used at least 80 hours of vacation/administrative leave during the preceding year (26 pay periods).

2. Administrative Leave

Executive Management employees receive eighty (80) hours administrative leave per year accrued as vacation leave.

Unrepresented Management employees receive sixty (60) hours administrative leave per year accrued as vacation leave.

3. Holidays

Executive and Unrepresented Management and Confidential employees (excluding the City Attorney) receive the following paid holidays:

New Years' Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admissions Day*	September 9 (floating holiday)
Columbus Day*	Second Monday in October (floating holiday)
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25



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New Year's Eve

December 31

and every day proclaimed by the City Council as a public holiday.

\*Two (2) floating holidays in lieu of celebrating Columbus Day and Admissions Day. City facilities shall remain open on both days.

Vacation shall accrue and be credited bi-weekly to compensate for the two floating holidays based on regularly scheduled work shift (permanent shift):

5-8 Schedules: 0.62 hours  
9/80 Schedules: 0.69 hours  
4/10 Schedules: 0.77 hours

City Hall will be closed between the observed Christmas Eve holiday in 2019 and the observed New Years' Day holiday in 2020. Use of paid leave will be required for December 26, 2019 (9 hours) and December 27, 2019 (8 hours).

An EMPLOYEE working the 9/80 schedule whose day off falls on an observed City holiday (e.g., Friday holiday) will accrue their regularly scheduled hours of vacation leave.

**4. Sick Leave**

Executive, Unrepresented and Confidential employees accrue sick leave at the rate of 3.68 hours per bi-weekly pay period. Accrual is unlimited. Part-Time/Seasonal/Temporary employees accrue and use sick leave upon commencement of employment at the rate prescribed by Labor Code § 246. PST employees are entitled to no other leave benefits under this policy.

Sick leave with pay shall be granted to all EMPLOYEES covered by this Policy in accordance with this section. Sick leave shall not be considered as a right which an EMPLOYEE may use at his/her discretion, but shall be allowed only in case of necessity and actual personal sickness or disability or (2) to attend to an illness or injury, including time for scheduled doctor or dentist appointment, of a person who is in the relationships to the employee as described in the California Labor Code §233, which currently includes:

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Child	Parent	Spouse
Grand Child	Foster Child	Adopted Child
Step Child	Legal Ward	Child of Domestic Partner
Step Parent	Legal Guardian	Adoptive Parent
Foster Parent	Sibling	Parent-in-Law
Grand Parent	Registered Domestic Partner	Child of Person Standing in Loco Parentis

a. Sick Leave Conversion Privileges

Any EMPLOYEE who has taken 40 hours sick leave or less during the calendar year ending December 30 of each year shall be entitled to either convert up to 40 hours of unused sick leave to vacation or receive a cash payment for up to 24 hours, based upon the current compensation rate on an hour-for-hour basis.

In no event may an EMPLOYEE select a combination of two options or reduce the accumulated sick leave balance below 192 hours. No prorations shall be made for EMPLOYEES terminating on or before December 30 of the calendar year.

b. Unused Sick Leave at Retirement for Health Insurance

For employees hired before July 1, 2013, upon retirement from City employment within 120 days of separation, for service or disability, an employee may elect to use unused sick leave at its dollar value at retirement (hourly base rate plus any regularly recurring bi-weekly premium pay, i.e., differential pay for Master's Degrees) to pay health insurance premiums in retirement according to the following schedule:

10 through 14 years of service: 25% of the sick leave balance at retirement;

15 through 19 years of service: 50% of the sick leave balance at retirement;

20 + years of service: 75% of the sick leave balance at retirement.

This benefit will be in addition to the monthly contribution the City makes, as determined by PERS, to the Public Employees' Retirement System for retiree health insurance benefits. The supplemental benefits described above shall be used to pay health insurance premiums for the retiree and dependents, if applicable. However, if

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the employee is deceased before the funds are exhausted, the supplemental benefits shall cease and the remaining funds shall be the City's property.

The City elects to self-administer this plan at this time. The City will pay the annualized dollar equivalent of the Kaiser two-party health insurance premium once per year in January of each year.

This benefit may be used in combination with service credit for unused sick leave as described in Section C – Health and Welfare Benefits – Retirement Benefits.

5. Bereavement Leave

Up to twenty-four hours special leave with pay may be granted to Executive and Unrepresented Management and Confidential employees in order to discharge the customary obligations arising from the death of a relative who is a member of employee's household or a parent, step-parent, grandparent, sibling or child of the employee or the employee's spouse/domestic partner (not required to be a member of the household). Sixteen (16) additional hours to be charged to sick leave may be approved at the discretion of the City Manager.

6. Military Leave

Any employee who is or becomes a member of the Armed Services, Militia or Organized Reserves of California or the United States shall be entitled to the leaves of absence and employment rights and privileges provided by the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Military and Veterans Code of the State of California.

7. Jury and Witness Leave

All Executive, Unrepresented and Confidential employees are entitled to be absent from duty when called to serve as a trial juror or as a witness called by a subpoena before a court of law. Under such circumstances, the EMPLOYEE is paid the difference between full salary and any payment received by them, except travel pay, for such duty.

8. Stand-by Time

The Fire Chief and Fire Division Chief shall receive eight (8) hours of vacation leave for every week he/she is required to participate in the back-up duty chief rotation for

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Heartland Fire & Rescue. For each holiday occurring during the assigned week, (Saturdays and Sundays are not considered holidays), an additional four (4) hours of vacation will be credited.

**E. UNIFORM AND EQUIPMENT ALLOWANCE**

The Police Chief, Fire Chief and Fire Division Chief receive an annual uniform and equipment allowance of \$675. Yearly distribution will be issued the second paycheck in July.

**Newly Hired Police Recruits:** The annual uniform and equipment allowance for newly hired Police Recruits shall be \$775 per year. The uniform allowance shall be prorated over the twelve month period beginning from the actual hire date to the following July 1st. Yearly distribution will be issued the second paycheck in July.

**F. TUITION AND BOOK REIMBURSEMENT**

The City provides an allowance of \$750 per fiscal year for Executive, Unrepresented and Confidential employees to use to defray the cost of attendance at seminars, workshops, conferences and/or classes, which promote professional growth. Executive and Unrepresented Management employees may use this allowance for lodging, meals, and other travel expenses.

Executive and Unrepresented Management employees may also use the allowance to cover the costs of membership fees for job related professional associations.

**G. OTHER CERTIFICATIONS AND SPECIAL COMPENSATION**

1. Notary Public Pay

The Executive Assistant to the City Attorney shall receive Notary Public Pay in the amount of \$75/month if he/she is a Notary Public in the State of California. The City shall also pay the cost of bonding of this employee while he/she is serving as Notary Public for the benefit of the City. The Executive Assistant to the City Attorney shall perform notary services only as directed by his/her supervisor.

2. Automobile Allowance

Executive Management employees shall be provided a monthly automobile allowance of

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\$300 in exchange for making a vehicle available for his/her own use and for City-related business and/or functions during, before and after normal work hours. The Assistant City Manager shall be provided an additional \$100, to total a monthly automobile allowance of \$400.

3. Cellular Telephone Allowance

The Assistant City Manager shall receive as compensation the sum of \$120 per month for use as an allowance for his/her cellular telephone service.

4. Technology Allowance

The Assistant City Manager shall be provided with an amount not to exceed \$2,500 every two years, beginning with the year of his/her initial appointment, for use to purchase technology equipment such as a personal laptop computer, etc. The payment shall be made upon submission of receipts documenting the purchase(s). The equipment purchased shall become the property of the Assistant City Manager.

5. Non-PERSable Stipend

A non-PERSable stipend of \$6,000/Police Chief, \$6,000/Fire Chief, and \$4,200/Fire Division Chief. One-half of stipend payment to be issued on the second pay check in July 2019 and one-half issued on the first pay check in December 2019.

**H. RELOCATION ALLOWANCE**

The City Manager may authorize an allowance up to \$10,000 for relocation expenses to the San Diego area.

Approved by City Council XX/XX/XX

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**PURPOSE**

To outline in one document the salary and benefits of employees who work in positions not represented by a recognized bargaining group.

**A. SALARY** – ~~Effective 06/30/2018~~ Effective June 15, 2019

**~~\*\*Some positions listed below may not be utilized or budgeted~~**

**EXECUTIVE MANAGEMENT ~~AND CONTRACT~~ CLASSIFICATIONS ARE AS FOLLOWS:**

<u>CLASSIFICATION</u>	<u>RANGE</u>	<del>ANNUAL SALARY</del> <u>HOURLY/BI-WEEKLY</u>
Assistant City Manager	<del>136.5</del> <u>13</u>	<del>\$172,744.00 – \$210,454.40</del>
Police Chief	<del>7.5</del>	<u>\$85.12 - \$103.71/ \$6, 809.60 - \$8, 296.80</u>
Fire Chief	<del>132.7</del> <u>13</u>	<del>\$157,268.80 – \$200,824.00</del>
Deputy City Manager / Director of Finance	<del>6.8</del>	<u>\$83.67 - \$101.94/ \$6, 693.60 - \$8, 155.20</u>
Director of Public Works	<del>132.5</del> <u>13</u>	<del>\$156,499.20 – \$199,825.60</del>
Director of Community Development	<del>5.4</del>	<u>\$80.82 - \$98.47/ \$6, 465.60 - \$7, 877.60</u>
Director of Public Works	<del>129.7</del>	<del>\$146,036.80 – \$177,944.00</del>
Director of Finance/City Treasurer	<del>127.8</del>	<del>\$139,360.00 – \$169,790.40</del>
Director of Information Technology	<del>129.5</del>	<u>\$69.86 - \$85.12/ \$5, 588.80 - \$6, 809.60</u>
Director of Administrative Services	<del>128.8</del>	<u>\$68.67 - \$83.67/ \$5, 493.60 - \$6, 693.60</u>
Director of Community Development	<del>127.3</del> <u>12</u>	<del>\$137,633.60 – \$167,689.60</del>
	<del>8.3</del>	<u>\$67.82- \$82.63/ \$5, 425.60 - \$6, 610.40</u>
	<del>126.6</del> <u>12</u>	<del>\$135,283.20 – \$164,819.20</del>
	<del>7.6</del>	<u>\$66.66 - \$81.22/ \$5, 332.80 - \$6, 497.60</u>
	<del>124.8</del>	<del>\$129,396.80 – \$157,664.00</del>
	<del>124.5</del>	<del>\$128,440.00 – \$156,499.20</del>

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<del>City Attorney (Contract)</del>	<del>N/A</del>	<del>\$155,216.38</del>
Director of Human Resources	<del>122.9</del> <u>12</u>	<del>\$123,468.80 - \$150,446.40</del>
Director of Recreation	<del>118.8</del> <u>12</u>	<del>\$111,571.20 - \$135,948.80</del>
City Clerk	<del>116.2</del> <u>11</u>	<del>\$104,644.80 - \$127,483.20</del>
	<del>7.2</del>	<del>\$51.56 - \$62.82/ \$4, 124.80 - \$5, 025.60</del>

**UNREPRESENTED ~~GENERAL~~ MANAGEMENT CLASSIFICATIONS ARE AS FOLLOWS:**

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>ANNUAL SALARY</u> <u>HOURLY/BI-WEEKLY</u>
<del>Deputy Fire Chief</del>	<del>119.6</del>	<del>\$113,796.80 - \$145,308.80</del>
Fire Division Chief	<del>117.6</del> <u>124</u>	<del>\$108,326.40 - \$138,320.00</del>
Financial Operations Manager	<del>118.2</del> <u>119</u>	<del>\$109,928.00 - \$133,931.20</del>
<del>Deputy Director of Administrative Services</del>	<del>118.0</del>	<del>\$109,387.20 - \$133,265.60</del>
<del>Principal Human Resources Analyst</del>	<del>112.2</del>	<del>\$ 94,785.60 - \$115,481.60</del>
<del>Assistant to the City Manager</del>	<del>110.0</del>	<del>\$ 89,772.80 - \$109,387.20</del>
Senior Human Resources Analyst	<del>104.2</del> <u>106</u>	<del>\$ 77,812.80 - \$ 94,785.60</del>
Senior Management Analyst (City	<del>104.2</del>	<del>\$ 77,812.80 - \$ 94,785.60</del> <u>\$39.30 -</u>

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Manager and Finance)	<u>106.2</u>	<u>\$47.88/ \$3, 144.00 - \$3, 830.40</u>
Senior Risk Management Analyst	<del>104.2</del> <u>106.2</u>	<del>\$ 77,812.80 - \$ 94,785.60</del> <u>\$39.30 - \$47.88/ \$3, 144.00 - \$3, 830.40</u>
Human Resources Analyst	<del>97.0</del> <u>99.0</u>	<del>\$ 65,124.80 - \$ 79,352.00</del> <u>\$32.90 - \$40.08/ \$2, 632.00 - \$3, 206.40</u>
<del>Police Recruit</del>	<del>95.0</del>	<del>\$ 61,984.00 - \$ 75,524.80</del>
<u>Management Analyst (City Manager and Human Resources)</u>	<u>96.3</u>	<u>\$30.78 - \$37.50/ \$2, 462.40 - \$3, 000.00</u>
Administrative Analyst	<del>85.4</del> <u>87.4</u>	<del>\$ 48,900.80 - \$ 59,592.00</del> <u>\$24.70 - \$30.10/ \$1, 976.00 - \$2,408.00</u>
<u>Police Recruit</u>	<u>95.0</u>	<u>\$ 61,984.00 - \$ 75,524.80</u>

**CONFIDENTIAL CLASSIFICATIONS ARE AS FOLLOWS:**

<u>CLASSIFICATION</u>	<u>RANGE</u>	<del>ANNUAL SALARY</del> <u>HOURLY/BI-WEEKLY</u>
Executive Assistant to the City Manager/City Attorney	<del>94.1</del> <u>95.1</u>	<del>\$ 60,632.00 - \$ 73,860.80</del> <u>\$29.88 - \$36.40/ \$2, 390.40 - \$2, 912.00</u>
Administrative Secretary (City Manager's Office and Human Resources)	<del>84.0</del> <u>85.0</u>	<del>\$ 47,236.80 - \$ 57,553.60</del> <u>\$23.28 - \$28.37/ \$1, 862.40 - \$2, 269.60</u>
<u>Senior Accounting Technician (Confidential Payroll)</u>	<del>80.7</del> <u>83.7</u>	<del>\$ 43,555.20 - \$53,060.20</del> <u>\$22.55 - \$27.47/ \$1, 804.00 - \$2, 197.60</u>

**UNREPRESENTED GENERAL CLASSIFICATIONS ARE AS FOLLOWS:**

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>HOURLY/BI-WEEKLY</u>
<u>Police Recruit</u>	<u>96.0</u>	<u>\$30.55 - \$37.22</u>

**PART-TIME / SEASONAL TEMPORARY (PST) CLASSIFICATIONS ARE AS FOLLOWS:**



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*\*PST classifications do not receive any benefits described in this policy with the exception of the City contribution to the appropriate retirement plan in lieu of CalPERS/Social Security and sick leave benefits required by Labor Code §233. PST step increase ranges are 2.5%.*

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>HOURLY SALARY</u>	<u>HOURLY</u>
<u>Weed Abatement Inspector</u>	<u>88.3</u>	<u>\$25.26 - \$30.78</u>	
Administrative Intern	<del>69.9</del> <u>70.9</u>	<del>\$16.04 - \$19.54</del> <u>\$16.44 - \$20.03</u>	
Public Safety Aide <i>(formerly titled Maintenance Aide)</i>	<del>58.1</del> <u>61.4</u>	<del>\$11.98 - \$14.60</del> <u>\$13.00 - \$15.84</u>	
Recreation Specialist I	<del>52.3</del> <u>53.3</u> ( <del>C</del> -E)	<del>\$11.46 - \$12.65</del> <u>\$12.34 - \$12.97</u>	
Recreation Specialist II	<del>61.2</del> <u>62.2</u>	<del>\$12.94 - \$15.76</del> <u>\$13.26 - \$16.16</u>	
Recreation Specialist III	<del>70.0</del> <u>71.0</u>	<del>\$16.07 - \$19.59</del> <u>\$16.48 - \$20.08</u>	
Recreation Specialist IV	<del>79.0</del> <u>80.0</u>	<del>\$20.08 - \$24.46</del> <u>\$20.58 - \$25.07</u>	
Recreation Specialist V	<del>87.9</del> <u>88.9</u>	<del>\$25.01 - \$30.47</del> <u>\$25.64 - \$31.23</u>	
<del>Weed Abatement Inspector</del>	<del>87.3</del>	<del>\$24.64 - \$30.03</del>	

**Effective January 1, 2020 (Recreation Only)**

<u>Job Class</u>	<u>Range @ 2.5%</u>	<u>Step A</u>	<u>Step A'</u>	<u>Step B</u>	<u>Step B'</u>	<u>Step C</u>
<u>Recreation Specialist I</u>	<u>61.4</u>	<u>\$ 13.00</u>	<u>\$ 13.33</u>	<u>\$ 13.66</u>	<u>\$ 14.00</u>	<u>\$ 14.35</u>
<u>Recreation Specialist II</u>	<u>66.4</u>	<u>\$ 14.71</u>	<u>\$ 15.08</u>	<u>\$ 15.45</u>	<u>\$ 15.84</u>	<u>\$ 16.24</u>

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Recreation Specialist III	<u>71.4</u>	\$ 16.64	\$ 17.06	\$ 17.74	\$ 18.64	\$ 19.59	<u>70.0</u>
Recreation Specialist IV	<u>80.0</u>	\$ 20.58	\$ 21.09	\$ 22.16	\$ 23.28	\$ 24.46	<u>79.0</u>
Recreation Specialist V	<u>88.9</u>	\$ 25.64	\$ 26.28	\$ 27.61	\$ 29.00	\$ 30.47	<u>87.9</u>
			<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Range</b>

**C.B. PERQUISITES**

**1. EDUCATIONAL INCENTIVE PROGRAM**

Executive and Unrepresented Mmanagement employees (~~except the City Attorney~~) are eligible for five percent (5.0%) additional compensation when they possess any of the following:

- Master's degree directly related to position with the City, but not required by the classification specification applicable to position;
- Current California registration certificate as a Professional Civil or Traffic Engineer; or
- Current California designation as a Certified Public Accountant.

Employees are not eligible to receive more than 5.0% additional compensation where the employee possesses more than one Master's degree and/or certification.

The Fire Chief, ~~Deputy Fire Chief~~ and Fire Division Chief are eligible for two and one half percent (2.5%) additional compensation when possessing an Associate's degree in Fire Science or a related field, or five percent (5.0%) additional compensation when possessing a Bachelor's degree in any field. ~~This additional incentive is applicable to the Fire Chief, Deputy Fire Chief and Fire Division Chief only, and is not available to employees hired by the City after July 1, 2001.~~

The Police Chief is eligible for the following educational incentives (not to exceed ~~13~~ sixteen percent (16%)):

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1. Two and one half percent (2.5%) additional compensation when possessing an Associate's degree in Criminology, Police Science or a related field, or ~~six-eight~~ percent (~~6.0~~8.0%) additional compensation when possessing an Advanced P.O.S.T certificate.
2. Two and one half percent (2.5%) additional compensation when possessing a P.O.S.T. Management Certificate and completion of one of the following:
  - (a) FBI Academy;
  - (b) P.O.S.T. Command College;
  - (c) Senior Management Institute for Police; or
  - (d) Other management classes/educational programs as approved by the City Manager.
3. Two and one half percent (2.5%) additional compensation when possessing a Bachelor's degree.
4. Three percent (3.0%) additional compensation when possessing a Master's degree or other advanced degree related to the position.

**E.C. HEALTH AND WELFARE BENEFITS**

1. Cafeteria Plan

The City's cafeteria plan benefits are primarily designated for enrollment in any of the City's CalPERS' health plans or other eligible benefit programs (e.g., dental, vision, etc.). The cost of the premium for this the City's health plan will then be deducted from the employee's cafeteria plan allocation. If there is a difference, the employee will be responsible for the remainder of the premiums through payroll deductions. Any cafeteria plan balances that remain after an employee has paid for his or her health insurance premiums and other eligible benefit programs benefits may be received as "cash in lieu" ~~taxable cash~~, up to a maximum of \$1,150 per month. Cash in lieu payments are taxable income and not PERSable.

Any employee who is not enrolled in a City CalPERS health insurance plan, and does not provide proof of enrollment in another group health insurance plan (e.g., coverage under a spouse's employer plan) ~~on or before the closing date of open enrollment period will be automatically enrolled in the lowest cost, "employee only", health plan provided under the CalPERS' health program applicable to San Diego County for the applicable plan year~~ within 30 days from the beginning of the new plan year will not be eligible to receive

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~~any cash in lieu. The cost of the premium for this health plan will then be deducted from the employee's cafeteria plan allocation.~~

All benefitted employees must enroll in an available City health program unless they opt out. An employee may receive cash in lieu for opting out of the City's health program if he/she:

- (1) Provides proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and
- (2) Signs an attestation that the employee and his/her tax family have or will have such minimal essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt out payment cannot be made and the City will not in fact make payment if the employer knows or has reason to know that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

The City may modify health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

From July 1, ~~2018~~2019 through December 31, ~~2018~~2019, the amount of cafeteria benefit shall be ~~\$1,100~~\$1,150 per month (~~\$13,200~~\$13,800 per calendar year). From January 1, ~~2019~~2020 through June 30, 2019, the amount of the cafeteria benefit shall be \$1,~~150~~200 per month (~~\$13,800~~14,400 per calendar year).

**2. Medical Insurance**

The City is continuing the CalPERS' Health Benefits program that was adopted on

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January 1, 1986. From the total allotted under the cafeteria plan, the City will pay to CalPERS the statutorily required minimum employer contribution per month toward the cost of any CalPERS' health plan that the employee chooses to enroll. The employee agrees to be liable for the difference between the total cost of the health plan chosen and the City's contribution if he/she elects to obtain coverage under the CalPERS' health program. This amount shall be included in the total amount of the City's contribution to the employee's Section 125 Cafeteria Plan.

Employees who elect not to be covered under the City's medical insurance plan must have on file with the City a signed waiver of medical benefits. Employees will be provided an opportunity at least once annually to enroll in the City's medical insurance plan.

**3. Retirement Benefits**

All ~~e~~Executive, ~~u~~Unrepresented ~~management~~, and ~~e~~Confidential employees ~~and the City Attorney~~ are members of the California Public Employees' Retirement System (CalPERS). Those employees who are "classic members" as defined under the Public Employees' Pension Reform Act of 2013 (PEPRA) pay the employee's share of the retirement cost (8% for Miscellaneous and 9% for Safety Employees), and receive the following contracted benefits:

<b>Miscellaneous Employees</b> <i>("Classic" Members)</i>	<b>Safety Employees</b> <i>("Classic" Members Hired on or before March 10, 2011)</i>
A. 3% at 60 Benefit Formula (§21354.3)	A. 3% at 50 Benefit Formula (§21362.2)
B. Final Compensation: One Year (§20042)	B. Final Compensation: One Year (§20042)
C. Prior Service (§20055)	C. Prior Service (§20055)
D. [Reserved]	D. [Reserved]
E. Additional Service Credit 2 Years (§20903)	E. [Reserved]
F. Unused Sick Leave Credit (§20965)	F. Unused Sick Leave Credit (§20965)
G. Military Service Credit as Public Service (§21024)	G. Military Service Credit as Public Service (§21024)

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H. 2% Annual Cost of Living Allowance Increase (\$21329)	H. 2% Annual Cost of Living Allowance Increase (\$21329)
I. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (\$21551)	I. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (\$21551)
J. 1959 Survivor Benefit Level Four (\$21574)	J. 1959 Survivor Benefit Level Three (\$21573)
K. \$5,000 Retired Death Benefit (\$21623.5)	K. \$500 Retired Death Benefit (\$21620)
L. [Reserved]	L. Post-Retirement Survivor Allowance (\$21624/26/28)
M. [Reserved]	M. Post-Retirement Survivor Allowance to Continue After Remarriage (\$21635)
	<b>Local Safety Employees</b> (Hired on or after March 11, 2011)
	A. 3% at 55 Benefit Formula (\$21362.2)
	B. Final Compensation: Three Years – Career Average (\$20042)

Those employees who are “new members” as defined under the Public Employees’ Pension Reform Act of 2013 (PEPRA) pay the employee contributions equal to 50% of normal cost (currently 6.25% for Miscellaneous and 12.25% for Safety Employees), and receive the above listed benefits with the exception of the following:

<b>Miscellaneous Employees</b> (“New” Members Hired on or after January 1, 2013)	<b>Safety Employees</b> (“New” Members Hired on or after January 1,
A. 2% at 62 Benefit Formula (\$7522.20)	A. 2.7% at 57 Benefit Formula (\$7522.25(d))
B. Final Compensation: Three Years – Career Average (\$20037)	B. Final Compensation: Three Years – Career Average (\$20037)

**PST Employees:** In lieu of enrollment in the CalPERS’ retirement program, PST employees will be enrolled in an IRS §457 retirement plan. The City contributes 7.5% of the employee’s salary to the IRS §457 plan in lieu of CalPERS and Social Security. PST employees who qualify for membership will be enrolled in the CalPERS retirement program and City contributions to the IRS §457 plan will terminate.

4. Deferred Compensation

All Executive, unrepresented ~~management~~ and, eConfidential employees ~~and the City~~

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~~Attorney~~ are eligible to participate in any of the City's Internal Revenue Code Section 457 Deferred Compensation Plan(s). ~~The City offers two plans: one is administered by the International City/County Managers' Association Retirement Corporation (ICMA-RC) and the other is administered by Nationwide Retirement Solutions.~~ Participation is handled through payroll deductions.

~~The City shall contribute \$500 per month (\$6,000 per year) in deferred compensation on behalf of the City Attorney to one of the City approved plans as selected by the City Attorney. Amounts contributed by the City shall be to the benefit of the City Attorney in accordance with the Deferred Compensation Plan participation agreement.~~

The City shall contribute \$300 per month (\$3,600 per year) in deferred compensation on behalf of the Assistant City Manager to one of the City approved plans as selected by the Assistant City Manager. Amounts contributed by the City shall be to the benefit of the Assistant City Manager in accordance with the Deferred Compensation Plan participation agreement.

5. Disability Insurance

The City provides ~~e~~Executive ~~m~~Management employees and; ~~U~~Unrepresented ~~m~~Management employees, ~~and the City Attorney~~ with fully paid short-term and long-term disability plans.

**Exclusion:** Confidential employees, PST employees, and Police Recruit(s) participate in the State Disability Insurance (SDI) Program at their expense.

6. Life and Accidental Death & Dismemberment (AD&D) Insurance [Applies to City Attorney]

The City provides fully paid life insurance and AD&D to ~~e~~Executive and ~~u~~Unrepresented ~~m~~Management employees in the amount of one and one half times the employee's annual salary plus \$25,000.

The City provides fully paid life insurance and AD&D to ~~e~~Confidential and ~~p~~Part-time benefitted employees in the amount of \$25,000.

**F.D. LEAVES**

1. Vacation Accrual

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All ~~E~~Executive, ~~u~~Unrepresented ~~management~~ and ~~c~~Confidential employees ~~(excluding the City Attorney)~~ shall accrue vacation in accordance with the following schedule:

- a. 3.07 hours of vacation accrued and credited bi-weekly from the date of hire until completion of the 36<sup>th</sup> month;
- b. 4.60 hours of vacation accrued and credited bi-weekly following completion of the 36<sup>th</sup> month through the 108<sup>th</sup> month;
- c. 5.52 hours of vacation accrued and credited bi-weekly following completion of the 108<sup>th</sup> month through the 156<sup>th</sup> month;
- d. 6.14 hours of vacation accrued and credited bi-weekly following completion of the 156<sup>th</sup> month.
- ~~a. 3.07 hours of vacation accrued and credited bi-weekly from the date of hire until completion of the 60<sup>th</sup> month;~~
- ~~b. 4.60 hours of vacation accrued and credited bi-weekly following completion of the 60<sup>th</sup> month through the 132<sup>nd</sup> month;~~
- ~~c. 4.91 hours of vacation accrued and credited bi-weekly following completion of the 132<sup>nd</sup> month through the 144<sup>th</sup> month;~~
- ~~d. 5.21 hours of vacation accrued and credited bi-weekly following completion of the 144<sup>th</sup> month through the 156<sup>th</sup> month;~~
- ~~e. 5.52 hours of vacation accrued and credited bi-weekly following completion of the 156<sup>th</sup> month through the 168<sup>th</sup> month;~~
- ~~f. 5.83 hours of vacation accrued and credited bi-weekly following completion of the 168<sup>th</sup> month through the 180<sup>th</sup> month;~~
- ~~g. 6.14 hours of vacation accrued and credited bi-weekly following completion of the 180<sup>th</sup> month.~~

New hires in ~~e~~Executive and ~~u~~Unrepresented ~~m~~Management classifications ~~(excluding the City Attorney)~~ may accrue vacation leave at a rate greater than the entry rate at the



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discretion of the City Manager.

Vacation accrual shall be capped at ~~600-620~~ hours for all executive ~~management employees, and 540 hours for all~~ unrepresented management employees, and ~~480-560~~ hours for all confidential employees. No employee shall accrue vacation beyond the established cap unless specifically authorized by the City Manager.

Employees have the option of 100% cash reimbursement for unused paid vacation at any time provided that they have used at least 80 hours of vacation/administrative leave during the preceding year (26 pay periods).

2. Administrative Leave

Executive ~~m~~Management employees ~~(excluding the City Attorney)~~ receive eighty (80) hours administrative leave per year accrued as vacation leave.

Unrepresented ~~m~~Management employees receive sixty (60) hours administrative leave per year accrued as vacation leave.

3. Holidays

Executive and ~~u~~Unrepresented ~~m~~Management and ~~e~~Confidential employees (excluding the City Attorney) receive the following paid holidays:

New Years' Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admissions Day*	September 9 (floating holiday)
Columbus Day*	Second Monday in October (floating holiday)
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

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and every day proclaimed by the City Council as a public holiday.

\*Two (2) floating holidays in lieu of celebrating Columbus Day and Admissions Day. City facilities shall remain open on both days.

Vacation shall accrue and be credited bi-weekly to compensate for the two floating holidays based on regularly scheduled work shift (permanent shift):

5-8 Schedules: 0.62 hours

9/80 Schedules: 0.69 hours

4/10 Schedules: 0.77 hours

~~0.62 hours of vacation shall accrue and be credited bi-weekly to compensate for the two floating holidays.~~

City Hall will be closed between the observed Christmas Eve holiday in 2018~~9~~ and the observed New Years' Day holiday in ~~2019~~2020. Use of paid leave will be required for ~~Wednesday, December 26, 2019~~8 (9 hours) ~~and Thursday, December 27, 2018~~ ~~(9 hours)~~and December 27, 2019 (8 hours).

~~All EMPLOYEES working the 9/80 schedule will be required to use one hour of vacation leave for all observed holidays falling on nine hour work days. Payroll will automatically deduct the one hour from each employee's vacation leave. An EMPLOYEE working the 9/80 schedule whose day off falls on an observed City holiday (e.g., Friday holiday) will accrue eight~~ their regularly scheduled hours of vacation leave.

**4. Sick Leave**

Executive, ~~u~~Unrepresented ~~management~~ and ~~e~~Confidential employees ~~(excluding the City Attorney)~~ accrue sick leave at the rate of 3.68 hours per bi-weekly pay period. Accrual is unlimited. Part-Time/Seasonal/Temporary employees accrue and use sick leave upon commencement of employment at the rate prescribed by Labor Code § 246. PST employees are entitled to no other leave benefits under this policy.

Sick leave with pay shall be granted to all EMPLOYEES covered by this Policy in accordance with this section. Sick leave shall not be considered as a right which an EMPLOYEE may use at his/her discretion, but shall be allowed only in case of necessity

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

**SUBJECT:** Compensation Plan for Executive and Unrepresented Employees, ~~and the~~  
~~City Attorney~~

**POLICY**  
A-29

**REFERENCE:**

**EFFECTIVE**  
~~03/12/19~~  
06/15/19

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and actual personal sickness or disability or (2) to attend to an illness or injury, including time for scheduled doctor or dentist appointment, of a person who is in the relationships to the employee as described in the California Labor Code §233, which currently includes:

Child	Parent	Spouse
Grand Child	Foster Child	Adopted Child
Step Child	Legal Ward	Child of Domestic Partner
Step Parent	Legal Guardian	Adoptive Parent
Foster Parent	Sibling	Parent-in-Law
Grand Parent	Registered Domestic Partner	Child of Person Standing in Loco Parentis

a. Sick Leave Conversion Privileges

Any EMPLOYEE who has taken 40 hours sick leave or less during the calendar year ending December 30 of each year shall be entitled to either convert up to 40 hours of unused sick leave to vacation or receive a cash payment for up to 24 hours, based upon the current compensation rate on an hour-for-hour basis.

In no event may an EMPLOYEE select a combination of two options or reduce the accumulated sick leave balance below 192 hours. No prorations shall be made for EMPLOYEES terminating on or before December 30 of the calendar year.

b. Unused Sick Leave at Retirement for Health Insurance

For employees hired before July 1, 2013, upon retirement from City employment within 120 days of separation, for service or disability, an employee may elect to use unused sick leave at its dollar value at retirement (hourly base rate plus any regularly recurring bi-weekly premium pay, i.e., differential pay for Master's Degrees) to pay health insurance premiums in retirement according to the following schedule:

10 through 14 years of service: 25% of the sick leave balance at retirement;

15 through 19 years of service: 50% of the sick leave balance at retirement;

20 + years of service: 75% of the sick leave balance at retirement.

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

<b>SUBJECT:</b> Compensation Plan for Executive and Unrepresented Employees, <del>and the City Attorney</del>	<b>POLICY</b> A-29
<b>REFERENCE:</b>	<b>EFFECTIVE</b> <del>03/12/19</del> <u>06/15/19</u> <b>PAGE</b> Page 15 of 18

This benefit will be in addition to the monthly contribution the City makes, as determined by PERS, to the Public Employees' Retirement System for retiree health insurance benefits. The supplemental benefits described above shall be used to pay health insurance premiums for the retiree and dependents, if applicable. However, if the employee is deceased before the funds are exhausted, the supplemental benefits shall cease and the remaining funds shall be the City's property.

The City elects to self-administer this plan at this time. The City will pay the annualized dollar equivalent of the Kaiser two-party health insurance premium once per year in January of each year.

This benefit may be used in combination with service credit for unused sick leave as described in Section C – Health and Welfare Benefits – Retirement Benefits.

**5. Bereavement Leave**

Up to twenty-four hours special leave with pay may be granted to ~~e~~Executive and ~~u~~Unrepresented ~~m~~Management and ~~e~~Confidential employees ~~(excluding the City Attorney)~~ in order to discharge the customary obligations arising from the death of a relative who is a member of employee's household or a parent, step-parent, grandparent, sibling or child of the employee or the employee's spouse/domestic partner (not required to be a member of the household). Sixteen (16) additional hours to be charged to sick leave may be approved at the discretion of the City Manager.

**6. Military Leave**

Any employee who is or becomes a member of the Armed Services, Militia or Organized Reserves of California or the United States shall be entitled to the leaves of absence and employment rights and privileges provided by the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Military and Veterans Code of the State of California.

**7. Jury and Witness Leave**

All ~~E~~Executive, ~~U~~Unrepresented ~~management~~ and ~~C~~Confidential employees ~~(excluding the City Attorney)~~ are entitled to be absent from duty when called to serve as a trial juror or as a witness called by a subpoena before a court of law. Under such circumstances, the EMPLOYEE is paid the difference between full salary and any payment received by

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

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them, except travel pay, for such duty.

8. Stand-by Time

The Fire Chief, ~~Deputy Fire Chief,~~ and Fire Division Chief shall receive eight (8) hours of vacation leave for every week he/she is required to participate in the back-up duty chief rotation for Heartland Fire & Rescue. For each holiday occurring during the assigned week, (Saturdays and Sundays are not considered holidays), an additional four (4) hours of vacation will be credited.

**E. UNIFORM AND EQUIPMENT ALLOWANCE**

The Police Chief, Fire Chief and Fire Division Chief receives an annual uniform and equipment allowance of \$675. Yearly distribution will be issued the second paycheck in July. ~~The Fire Chief, Deputy Fire Chief and Fire Division Chief receive an annual uniform and equipment allowance of \$500. The allowance is paid in the month of July.~~

**Newly Hired Police Recruits:** The annual uniform and equipment allowance for newly hired Police Recruits shall be \$775 per year. The uniform allowance shall be prorated over the twelve month period beginning from the actual hire date to the following July 1st. Yearly distribution will be ~~made during the month of~~ issued the second paycheck in July.

**F. TUITION AND BOOK REIMBURSEMENT**

The City provides an allowance of \$750 per fiscal year for Executive, and Unrepresented management and Confidential employees (~~excluding the City Attorney~~) to use to defray the cost of attendance at seminars, workshops, conferences and/or classes, which promote professional growth. Executive and Unrepresented Management employees may use this allowance for lodging, meals, and other travel expenses.

Executive and Unrepresented Management employees (~~excluding the City Attorney~~) may also use the allowance to cover the costs of membership fees for job related professional associations.

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

**SUBJECT:** Compensation Plan for Executive and Unrepresented Employees, ~~and the City Attorney~~

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**G. OTHER CERTIFICATIONS AND SPECIAL COMPENSATION**

1. Notary Public Pay

—The Executive Assistant to the City Attorney shall receive Notary Public Pay in the amount of ~~\$60~~\$75/month if he/she is a Notary Public in the State of California. The City shall also pay the cost of bonding of this employee while he/she is serving as Notary Public for the benefit of the City.

The Executive Assistant to the City Attorney shall perform notary services only as directed by his/her supervisor.

2. Automobile Allowance

~~The Executive Management employees Assistant City Manager~~ shall be provided a monthly automobile allowance of ~~\$400~~\$300 in exchange for making a vehicle available for his/her own use and for City-related business and/or functions during, before and after normal work hours. The Assistant City Manager shall be provided an additional \$100, to total a monthly automobile allowance of \$400. ~~By the Assistant City Manager making his/her personal vehicle available for use, he/she is not precluded from using City vehicles for City business, during, before and after the normal workday on occasion, when appropriate.~~

3. Cellular Telephone Allowance

The Assistant City Manager shall receive as compensation the sum of \$120 per month for use as an allowance for his/her cellular telephone service.

4. Technology Allowance

The Assistant City Manager shall be provided with an amount not to exceed \$2,500 every two years, beginning with the year of his/her initial appointment, for use to purchase technology equipment such as a personal laptop computer, etc. The payment shall be made upon submission of receipts documenting the purchase(s). The equipment purchased shall become the property of the Assistant City Manager.

5. Non-PERSable Stipend

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

**SUBJECT:** Compensation Plan for Executive and Unrepresented Employees, ~~and the City Attorney~~

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A non-PERSable stipend of \$6,000/Police Chief, \$6,000/Fire Chief, ~~\$4,400/Deputy Fire Chief~~ and \$4,200/Fire Division Chief. One-half of Sstipend payment to be ~~paid out one-half on July 20, 2018 and one-half on December 21, 2018.~~ issued on the second pay check in July 2019 and one-half issued on the first pay check in December 2019.

**H. RELOCATION ALLOWANCE**

The City Manager may authorize an allowance up to \$10,000 for relocation expenses to the San Diego area.

Approved by City Council ~~06/26/18~~ XX/XX/XX

## Summary of Terms for A-29

1. **COLA**: 2.5% cost of living adjustment (COLA) effective the first paycheck issued in July.
2. **Market Adjustments**: The following will receive market adjustments the first paycheck issued in July:
  - Police Chief – 3%
  - Director of Human Resources – 5%
  - Director of Recreation – 7%
  - Director of Community Development – 10%
  - Fire Division Chief – 10%
  - Senior Human Resources Analyst – 2.5%
  - Senior Management Analyst – 2.5%
  - Senior Risk Management Analyst – 2.5%
  - Human Resources and Management Analyst – 2.5%
  - Administrative Analyst – 2.5%
  - Senior Accounting Technician – 5%
3. **Step Restructure for Safety Chiefs**: Reinstitute 5 step structure.
4. **Step Restructure for Recreation Part-Time Seasonal Positions**: Restructure the rates for the Recreation Specialist series effective January 1, 2020 to comply with the new minimum wage ordinance.
5. **Educational Incentives**: Increase Advanced POST by 2% for Police Chief and increase cap accordingly; Remove date restriction eligibility date for Fire educational incentives.
6. **Cafeteria Benefits**: An increase in cafeteria benefits from \$1,150 per month to \$1,200 per month effective January 1, 2020. The cash in lieu amount will be capped at \$1,150.
7. **Vacation Accruals**: Restructure vacation accrual earnings and increase vacation cap by 80 hours:
  - (a) 3.07 hours of vacation accrued and credited bi-weekly from the date of hire until completion of the 36th month;
  - (b) 4.60 hours of vacation accrued and credited bi-weekly following completion of the 36th month through the 108th month;
  - (c) 5.52 hours of vacation accrued and credited bi-weekly following completion of the 108th month through the 156th month; and
  - (d) 6.14 hours of vacation accrued and credited bi-weekly following completion of the 156th month.



8. **Holiday**: Delete the employee requirement to use an hour of vacation. Holiday will be issued in accordance with employee's regularly scheduled work day.
9. **Uniform Allowance for Safety**: All Chief positions will receive the same uniform allowance of \$675.
10. **Notary Pay**: Increase notary pay from \$60 to \$75.
11. **Vehicle Allowance**: Directors will receive a monthly vehicle allowance of \$300 effective the first paycheck issued in July.
12. Other non-economical, minor clean-up language to the A-29 Policy.



City Council  
Agenda Report

Agenda Item 17.

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Councilmember Kendrick  
**SUBJECT: COUNCILMEMBER GARY KENDRICK**  
METRO Commission/Wastewater JPA; Heartland Communications;  
Heartland Fire Training JPA.

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**RECOMMENDATION:**

That the City Council accepts and files 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:

June 6, 2019 - METRO JPA Meeting  
June 11, 2019 - City Council Meeting(s)

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

Submitted By: Gary Kendrick, Councilmember

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City Council  
Agenda Report

Agenda Item 18.

**DATE:** June 11, 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.

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**RECOMMENDATION:**

That the City Council accepts and files 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:

May 29, 2019 - San Diego Regional Building Authority meeting for MTS  
June 11, 2019 - City Council Meetings

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

Submitted By: Bob McClellan, Councilmember

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City Council  
Agenda Report

Agenda Item 19.

**DATE:** June 11, 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.

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**RECOMMENDATION:**

That the City Council accepts and files 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:

- May 23, 2019 - Email with MTS - Trolley Schedules
- May 25, 2019 - Email with Mark O. - Homeless App
- May 28, 2019 - Meeting with City Manager
- May 31, 2019 - Email with Kristine C. - Battery Disposal
- May 31, 2019 - Meeting with Climate Action Campaign - Plan
- June 5, 2019 - Participate in El Cajon Valley HS Graduation
- June 6, 2019 - Participate in Granite Hills HS Graduation
- June 8, 2019 - Participate in Ceremony for new Eagle Scout
- June 10, 2019 - Meeting with City Manager
- June 11, 2019 - City Council Meeting(s)

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

Submitted By: Steve Goble, Deputy Mayor

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City Council  
Agenda Report

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Councilmember Phil Ortiz  
**SUBJECT: COUNCILMEMBER PHIL ORTIZ**  
East County Economic Development Council; League of California Cities,  
San Diego Division.

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**RECOMMENDATION:**

That the City Council accepts and files 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:

- June 5, 2019 - Meeting with Ryan Purdy Sharp Healthcare
- June 6, 2019 - Grip it and Rip it Golf Tournament
- June 10, 2019 - Meeting with Simon Garcia, El Cajon Professional Fire Fighters
- June 11, 2019 - City Council Meetings

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

Submitted By: Phil Ortiz, Councilmember

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**City Council  
Agenda Report**

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Phil Ortiz, City Councilmember  
**SUBJECT:** Code of Ethics and Conduct for City Council, Boards, and Commissions

---

**RECOMMENDATION:**

That the City Council directs City staff to prepare an agenda item analyzing the City's current code of ethics and conduct policies and recommend changes to engender trust and confidence in City leadership.

**BACKGROUND:**

The manner in which the City Council conducts its business, interacts with the public, and cooperates with each other influences the public's trust and confidence in its elected officials and in the City organization. I am aware that the City Council, in 2002, adopted policies related to ethics and civility. I believe that there is value in reviewing those documents, looking at current best practices, and discussing whether it is necessary to revise a code of conduct and ethics policy for the City Council, along with our boards and commissions. I have forwarded some draft language and concepts related to a code of conduct policy to the city manager in preparing for this agenda item.

I recommend that the City Council directs staff to prepare an agenda item that analyzes the City's current policies related to conduct and recommend possible changes to the policies.

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## City Council Agenda Report

Agenda Item 22.

**DATE:** June 11, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Morgan Foley, City Attorney  
**SUBJECT:** Introduction of an Ordinance Amending Chapter 3.20 of the El Cajon Municipal Code for Bidding and Written Contracts

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### RECOMMENDATION:

That the City Council considers approving an Ordinance amending Chapter 3.20 of the El Cajon Municipal Code ("ECMC") related to Bidding and Written Contracts and, if approved, take the following actions:

1. By Motion, Second and Vote, moves to introduce the Ordinance; and
2. Directs the City Clerk to read the title of the Ordinance.

### BACKGROUND:

The California Public Contract Code (the "Code") provides rules and procedures that local agencies must follow when soliciting and awarding bids for the construction of public works. For example, section 20162 of the Code provides that any city public works project in excess of \$5,000 must follow a bidding process. However, section 1100.7 of the Code recognizes that a charter city may exempt itself from the application of the Code through its charter or ordinance adopted in conflict with the Code.

In adopting the El Cajon City Charter (the "Charter") the electors provided the City with the ability to change our procedures for soliciting and awarding bids on public works projects. Section 400 of the Charter provides that the City is exempt from California laws regulating public contracting and purchasing, unless otherwise provided by the Charter or by City ordinance. Section 400 effectively invokes section 1100.7 of the Code with restrictions only found in the Charter, the ECMC, or as required by rulings of state courts to the contrary.

Currently, Chapter 3.20 of the ECMC, which includes procedures for soliciting and awarding bids for public works projects, does not conflict with the Code. Accordingly, even though section 400 of the Charter would allow the City to disregard section 20162 of the Code, Chapter 3.20 still requires the solicitation, and City Council award, of bids for any public works project anticipated to exceed \$5,000 in value.

Chapter 3.20 also provides the regulations for bidding and purchasing of equipment, services, supplies, or other personal property, and for expenditures for public works projects for the City. Chapter 3.20 has not been modified since the adoption of the Charter, and it is the desire of staff to update the Chapter in order to not only take advantage of the exemption stated in section 400 of the Charter, but to increase thresholds applicable to purchases of equipment, services, and supplies without the need to bring routine and minor contracts to the City Council for approval.

As opposed to public works projects, state laws are generally silent on procedures that must be followed when a city acquires equipment, services, supplies, or other personal property. However, the Government Code does require that cities adopt an ordinance to establish policies and procedures, including bidding regulations, governing the purchases of supplies and equipment. (Govt. Code sections 54202 and 54203.) While there are requirements a city must follow when engaging certain professional services (e.g., financial, economic, accounting, engineering, legal, or administrative matters) the City has adopted Chapter 3.20 to meet the requirements of sections 54202 and 54203 of the Government Code.

Like the existing procedures for public works contracts, Chapter 3.20 can be modified in order to provide greater flexibility in acquiring equipment, services, supplies, or other personal property. Further, certain provisions are confusing when determining whether the City Manager has authority to solicit, award, and then execute contracts without further City Council involvement. It is proposed that this authority should be capped at \$75,000. Finally, Chapter 3.20 should also be modified to provide flexibility in performing public works projects by contracts in excess of \$5,000 and up to \$200,000 without following formal bid procedures.

By adopting the proposed ordinance it is clear that Chapter 3.20 will conflict with the Code. The result of this conflict is that Chapter 3.20 will prevail over the procedures in the Code for public works projects. The changes will also allow the City Manager, the Purchasing Agent, and City departments to more efficiently purchase most equipment, supplies, other personal property, and many services, all of which are necessary in day-to-day operations, without unnecessary delays caused by formal bidding and purchasing procedures that presently require involvement of the City Council.

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#### Attachments

Proposed Ord. Amend Chapter 3.20

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 3.20 OF  
TITLE 3 OF THE EL CAJON MUNICIPAL CODE  
ADDRESSING BIDDING AND WRITTEN CONTRACTS

WHEREAS, section 400 of the El Cajon City Charter provides that the City is exempt from California laws regulating public contracting and purchasing, unless otherwise provided by the Charter or by City ordinance; and

WHEREAS, Chapter 3.20 of the El Cajon Municipal Code provides the regulations for bidding and purchasing of equipment, services, supplies, or other personal property, and for expenditures for public works projects for the City; and

WHEREAS, it is the intent of the El Cajon City Council ("City Council") to provide greater flexibility in the acquisition of equipment, services, supplies, or other personal property, and to perform public works projects by force account or by contracts in excess of \$5,000 and up to \$200,000 without following formal bid procedures; and

WHEREAS, California Public Contract Code (the "Code") section 1100.7 recognizes that a charter city may exempt itself from the application of the Code through its charter or ordinance adopted in conflict with the Code; and

WHEREAS, the provisions set forth in this ordinance will conflict with provisions in the Code, and shall prevail over the procedures in the Code.

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 amendment of the El Cajon Municipal Code.

SECTION 2: Chapter 3.20 of Title 3 of the El Cajon Municipal Code is hereby repealed in its entirety.

SECTION 3: A new Chapter 3.20 of Title 3 of the El Cajon Municipal Code is hereby added to read as follows:

**Chapter 3.20        BIDDING AND WRITTEN CONTRACTS**

**3.20.005        Terms defined.**

For the purposes of this chapter:

"Bid" or "sealed bid" means offers submitted via the city's approved secure online purchasing system, in sealed envelopes, or otherwise secured to prevent the contents from being known prior to the submission deadline. This procedure is appropriate for

higher-value purchases when exact specifications can be determined and the only significant variable is price.

"Competitive solicitation" means any process, including a bid, quote or proposal, whether used alone or in combination, which provides all interested vendors a fair and equal opportunity to compete for the city's business.

"Proposal" means an offer at set prices and terms or an offer to enter into a negotiated contract. This process is appropriate when the specification is for an end result rather than a specific product or process. Proposals are to be structured to present suggested processes, services or solutions that best serve the needs and interests of the city.

"Public project" means a public works project as defined in section 20161 of Article 4 of the Public Contract Code, as that section may be amended, moved, or re-numbered from time to time.

"Quote" means offers that are not required to be sealed or secured under this chapter. Such offers may be made by phone, fax, email, postal mail or other suitable means, as specified in the request for quotes or other solicitation for proposals, quotes, or similar responses. This procedure is appropriate for lower-value purchases and for obtaining budget estimates.

### **3.20.010 Bidding and written contracts—When required.**

The city council hereby provides that the city is exempt from the application of section 20162 the California Public Contract Code, and said section shall not apply to requirements and procedures for bids, sealed bids, quotes, proposals, or competitive solicitation, in the purchasing of equipment, services, supplies, or other property, or for expenditures involving a public project, except as otherwise provided in this chapter.

- A. Sealed bids shall be obtained for all purchases of equipment, services, supplies or other personal property in excess of seventy-five thousand dollars, and for all expenditures involving a public project in excess of the limits established in subsections (A)(1) through (3) below.
  - 1. Public projects of fifty thousand dollars or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.
  - 2. Public projects of more than fifty thousand dollars and up to two hundred thousand dollars may be let by contract or purchase order after receiving not less than three written quotes.
  - 3. Public projects of more than two hundred thousand dollars must, except as otherwise provided in this chapter, be let to contract by formal bidding procedure.

- B. Sales and purchases of equipment, services, supplies or other personal property shall be by written contract with the lowest (in the case of purchases), or highest (in the case of sales), responsible bidder pursuant to the procedure prescribed by this chapter, unless waived pursuant to subsection (C) of this section.
- C. The bidding procedures of this chapter may be waived, and an open market sale or purchase pursuant to section 3.20.110 of this chapter may be authorized by:
  - 1. The city manager, or his or her designee, for all purchases and sales not exceeding seventy-five thousand dollars, when:
    - a. The commodity or service can be obtained from only one source;
    - b. The commodity or service is required to match or be compatible with other furnishings, material or equipment presently on hand, and is to be purchased from the supplier of such on-hand items;
    - c. The city manager or city council has ordered a standardized type or make of commodity; or
    - d. The city manager, or his or her designee, determines that due to special circumstances, it is in the city's interest to waive the bidding requirement.
  - 2. The city manager, or his or her designee, for all expenditures not involving a public project, when an emergency requires that the commodity be obtained from the nearest available source;
  - 3. The city manager, or his or her designee, when supplies or equipment may be acquired from or in cooperation with another governmental agency that is acquiring or has acquired supplies or equipment in a process that accomplishes the purposes of this chapter;
  - 4. The city manager, or his or her designee, when supplies or equipment may be acquired under a competitively-bid California state contract;
  - 5. The city council, for all expenditures not involving a public project, when any of the circumstances stated in subsections (C)(1) through (C)(3) of this section exist, or when the city council determines that due to special circumstances it is in the city's interest to waive the bidding requirement;

6. The city council, for all expenditures involving a public project over the limits established in subsections (A)(1) through (A)(3) of this section, or if authorized by the Public Contract Code, the Government Code, or by the courts of this state.

**3.20.020 Notices soliciting bids—Required—Publication—Posting.**

- A. When a public project in excess of two hundred thousand dollars is involved, notice inviting bids shall be published in accordance with section 20164 of the California Public Contract Code.
- B. Other than contracts for public projects, and unless the bidding process is waived pursuant to section 3.20.010(C) of this chapter, notice inviting bids shall be made in accordance with applicable law and in the form and manner specified in this chapter. If the bidding process is waived pursuant to section 3.20.010(C)(1) of this chapter, or by the city council based on those circumstances listed in section 3.20.010(C)(5), the purchasing agent shall notify all qualified prospective bidders registered with the city of El Cajon no fewer than ten calendar days prior to the date set for submission of quotes or proposals.

**3.20.030 Notices soliciting bids—Contents.**

Notice inviting bids under the provisions of this chapter shall include a general description of the articles to be purchased or sold. Such notice shall specify the place where bid blanks and specifications may be secured, the deadline for submission of bids, and the time and place for opening bids.

**3.20.040 Notices soliciting bids—Additional.**

The purchasing agent shall, in addition to any other notices required under the provisions of this chapter, advertise pending purchases or sales by a notice posted on the city of El Cajon's official website.

**3.20.050 Soliciting bids from names on bidders' list.**

The purchasing agent may solicit sealed bids for contracts under the provisions of this chapter from any responsible prospective suppliers whose names are on the bidders' list, those who have requested their names to be added thereto, or any other source that will ensure open competition.

**3.20.060 Bidder's security.**

- A. When a public project in excess of two hundred thousand dollars is involved, security shall accompany the bid presented in accordance with sections 20170 through 20174 of the California Public Contract Code.

- B. When no public project is involved, bidder's security is not required except when deemed necessary by the purchasing agent. In such case, it shall be prescribed in the public notices inviting bids under the provisions of this chapter. Bidders shall be entitled to return of such bid security; provided, however, that a successful bidder shall forfeit its bid security upon refusal or failure to execute a contract within ten days after the notice of award of a contract has been mailed, unless the city is responsible for the delay. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

**3.20.070 Sealed bids—Submittal.**

Bids shall be submitted to the city, in the manner as specified in the notice inviting bids. Bids not required to be submitted through the city's approved secure online purchasing system shall be submitted on paper in a sealed envelope. Bids submitted on paper shall be delivered to the purchasing agent and shall be identified as bids on the envelope containing the same. A tabulation of all bids received shall be open for public inspection during regular business hours or on the city of El Cajon's official website for a period of not less than thirty calendar days after the bid opening.

**3.20.080 Authority of city council to reject bids and readvertise.**

In its discretion, the city council may reject any or all bids presented pursuant to the provisions of this chapter, and readvertise for bids.

**3.20.090 Tie bids.**

If two or more bids received under the provisions of this chapter are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the city council may accept the one it chooses.

**3.20.100 Performance and labor and materials bonds.**

The city council shall have authority to require a performance bond or labor and materials bond before entering into a public project contract under the provisions of this chapter. Any bond required for public project contracts shall be in an amount the city council finds reasonably necessary to protect the best interests of the city. If the city council requires a bond pursuant to this section, the form and amount of the bond(s) shall be described in the notice inviting bids, pursuant to section 3.20.020.

**3.20.110 Open market purchases or sales.**

- A. When authorized pursuant to section 3.20.010(C) of this chapter, a purchase or sale may be made on the open market. Whenever possible, such purchase or sale shall be based on a competitive solicitation process consisting of sealed bids, quotes, proposals, or other process, said processes being used alone or in combination.
- B. The purchasing agent shall conduct the competitive solicitation process in accordance with generally accepted business practices, including telephone, facsimile, email, and secure internet purchasing system. Documentation of all purchases shall be maintained in an accessible format in accordance with the city's records management policy.

**3.20.120 Authority of the city manager to sign nonpublic contracts of seventy-five thousand dollars or less.**

- A. Pursuant to section 40602 of the Government Code, the city council authorizes the city manager, or his or her designee, to sign non-public contracts when said contracts do not exceed the sum of seventy-five thousand dollars for the initial term of the contract. The city manager, or his or her designee, is also authorized to sign any amendments to non-public contracts to extend, or renew, additional terms that do not exceed a period of one year each, and do not exceed the sum of seventy-five thousand dollars each.
- B. Within the same dollar amount set out above, the city manager, or his or her designee, is authorized to participate in joint and cooperative nonpublic works contracts with the state of California, the county of San Diego, school districts, water districts, and such other agencies as the council may direct.
- C. The city manager, or his or her designee, may sign contracts for all expenditures not involving a public project, when an emergency requires that the commodity or services be obtained from the nearest available source.

**3.20.130 Authority to award bid.**

- A. All contracts for public projects for more than the dollar amount established by subsection (A)(3) of section 3.20.010 must be awarded by the city council in accordance with applicable law.
- B. Except as provided in subsection (A), above, all contracts for public projects and purchases of equipment, services, supplies, or other personal property up to seventy-five thousand dollars, may be awarded by the purchasing agent to the lowest responsive, responsible bidder in accordance with section 3.20.010 of this chapter, provided that all of the following conditions are met:

1. The items to be purchased were approved by council in the adopted budget.
2. The award is within the amount allocated by council for the purchase.
3. There are at least three responsive bidders.
4. The award is being made to the low bidder.
5. There has been no protest against the proposed award lodged with the city within five days of the bid opening.

SECTION 4. This ordinance shall become effective thirty (30) days following its passage and adoption.

Ord-Revise ECMC Chapter 3.20 Addressing Bidding & Written Contracts 060519

06/11/19 CC Agenda – 1<sup>st</sup> Reading  
06/25/19 CC Agenda – 2<sup>nd</sup> Reading



City Council  
Agenda Report

**DATE:** June 11, 2019  
**TO:** City Clerk  
**FROM:** City Attorney/General Legal Counsel  
**SUBJECT:** Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9: 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

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**RECOMMENDATION:**

That the following Closed Session be scheduled for the Tuesday, June 11, 2019, Joint City Council/Housing Authority/Successor Agency to El Cajon Redevelopment Agency agenda at 3:00 p.m.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9:

**NAME OF CASE:**

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

Morgan L. Foley  
City Attorney/General Legal Counsel

MLF:hms

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