



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

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda JANUARY 11, 2022, 3:00 p.m.

Please note that as of December 14, 2021, the California Department of Public Health mandates properly fitting masks in indoor public spaces, regardless of vaccination status.

Bill Wells, Mayor
Michelle Metschel, Deputy Mayor
Steve Goble, Councilmember
Gary Kendrick, 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 December 14, 2021, Meeting and the Agenda of the January 11, 2022, Meeting in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

AGENDA CHANGES:

CONSENT ITEMS:

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

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

RECOMMENDATION:

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the December 14, 2021 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. Ratification of Board of Supervisors Appointment to Gillespie Field Development Council

RECOMMENDATION:

It is recommended that the City Council ratify the reappointment of Phyllis Trombi to the Gillespie Field Development Council by the San Diego County Board of Supervisors.

5. Award of Fleet Fueling Services

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to award a contract to Cardlock Fuel Systems, LLC dba SC Fuels (SCF) for Fleet Fueling Services in the estimated amount of \$530,000 for the initial one-year term, with four additional one-year renewal options.

6. Award of Bid No. 010-22 – Median & Rights-of-Way Maintenance

RECOMMENDATION:

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

1. Approve Plans and Specifications for Median & Rights-of-Way Maintenance, Bid No. 010-22; and
2. Award the bid to the lowest responsive, responsible bidder, GeoCal Environmental Management & Landscaping, in the amount of \$103,491.24 for the initial one-year term, with up to four additional one-year renewal options.

7. CalRecycle Beverage Container Recycling Program

RECOMMENDATION:

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

1. Authorize the City Manager to apply for Beverage Container Recycling City/County Payment Program funds in the amount of \$25,787 from the State of California Department of Resources Recycling and Recovery (CalRecycle);
2. Appropriate Beverage Container Recycling City/County Payment Program funds in the amount of \$25,787 for Recycled Beverage Container diversion; and
3. Authorize the City Manager, or such person designated by the City Manager, to execute the Payment Program agreement and all such other documents necessary to obtain the Beverage Container Recycling funds, in such form as approved by the City Manager with approval of the City Attorney.

8. Award of Bid No. 014-22 – Overlay 2022

RECOMMENDATION:

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

1. Approve Plans and Specifications for Overlay 2022, Bid No. 014-22; and
2. Award the bid to the lowest responsive, responsible bidder, Superior Ready Mix Concrete, LP dba SRM Contracting & Paving, in the amount of \$2,519,995.47.

PUBLIC COMMENT:

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

WRITTEN COMMUNICATIONS:

PUBLIC HEARINGS:

ADMINISTRATIVE REPORTS:

9. Veterans Memorial Location

RECOMMENDATION:

That the City Council provides additional feedback and directs staff on possible Veterans Memorial development options.

10. Update on Expenditures Related to the American Rescue Plan Act

RECOMMENDATION:

That the City Council receives the report and provides feedback.

11. Downtown El Cajon Business Partners' Annual Report

RECOMMENDATION:

That the City Council receives the annual report and provides feedback.

COMMISSION REPORTS:

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS

SANDAG (San Diego Association of Governments) Board of Directors; SANDAG – Audit Committee, San Diego Division; LAFCO.

12. Council Activity Report

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

13. **COUNCILMEMBER STEVE GOBLE**

MTS (Metropolitan Transit System Board); East County Advanced Water Purification Joint Powers Authority Board; Chamber of Commerce – Government Affairs Committee; SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – Alternate; METRO Commission/Wastewater JPA – Alternate.

14. **COUNCILMEMBER GARY KENDRICK**

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

15. **DEPUTY MAYOR MICHELLE METSCHEL**

Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate; Heartland Fire Training JPA – Alternate.

16. **COUNCILMEMBER PHIL ORTIZ**

League of California Cities, San Diego Division; East County Economic Development Council; MTS (Metropolitan Transit System Board) – Alternate; East County Advanced Water Purification Joint Powers Authority Board – Alternate; Chamber of Commerce – Government Affairs Committee – Alternate.

JOINT COUNCILMEMBER REPORTS:

GENERAL INFORMATION ITEMS FOR DISCUSSION:

ORDINANCES: FIRST READING

ORDINANCES: SECOND READING AND ADOPTION

17. Zoning Code Amendment No. 2021-0002

RECOMMENDATION:

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

An Ordinance to Amend Title 17 of The El Cajon Municipal Code to Update the City's Zoning Code Including Adopting Additional Objective Standards for New Development.

18. Amendment to Chapter 8.24 - Garbage, Rubbish and Refuse Ordinance

RECOMMENDATION:

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

An Ordinance to Amend Chapter 8.24 of The El Cajon Municipal Code to Further Regulate the Disposal of Organic Waste from Residential and Commercial Sources.

CLOSED SESSIONS:

19. Closed Session - Conference with Real Property Negotiators - pursuant to Government Code section 54956.8:

Properties: APN 488-192-08-00; APN 488-111-32-00

Negotiating Party: County of San Diego

City Negotiators: City Manager, Assistant City Manager, City Attorney

Under negotiation: Price and terms for acquisition

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 January 2022, is adjourned to Tuesday, January 25, 2022, at 3:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: January 11, 2022

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 Meeting

RECOMMENDATION:

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the December 14, 2021 Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

12-14-21 DRAFT minutes - 3pm

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



MINUTES

CITY OF EL CAJON EL CAJON, CALIFORNIA

December 14, 2021

A Regular Joint Meeting of the El Cajon City Council/Housing Authority/ Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, December 14, 2021, was called to order by Mayor/Chair Bill Wells at 3:00 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

ROLL CALL

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

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

POSTINGS: The City Clerk posted Orders of Adjournment of the November 9, 2021, and November 16, 2021, meetings and the Agenda of the December 14, 2021, meeting in accordance with State Law and El Cajon City/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

PRESENTATIONS:

- Presentation: American Camping Association Accreditation
- Commendation: Michael Black

AGENDA CHANGES: None

CONSENT ITEMS: (1 – 10)

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

Approves Minutes of the Re-districting Public Hearing of November 4, 2021, and of the November 9, 2021, and November 16, 2021 Meetings of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

2. Warrants

Approves payment of Warrants as submitted by the Finance Department.

3. Approval of Reading Ordinances by Title only

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

PULLED FOR DISCUSSION BY A MEMBER OF THE PUBLIC:

4. Fiscal Year 2020-21 El Cajon Housing Authority Annual Report (pursuant to California Health & Safety Code §34176.1)

RECOMMENDATION:

That the El Cajon Housing Authority reviews and accepts the Annual Report, substantially in the form as presented, for fiscal year ending June 30, 2021.

DISCUSSION

In answer to a question by Stephanie Harper, City Manager Mitchell clarified that the City can allocate funds to cover administrative cost, such as the staff in the Housing Division. These funds cover a portion of other City staff, utilities, and homeless programs administrative support.

CONSENT ITEMS: (Continued)

5. Minimum Wage Update to City Council Policy A-29

RECOMMENDATION:

That the City Council approves and authorizes the minimum wage updates in City Council A-29 Policy for the impacted non-represented part-time/seasonal/temporary classifications.

DISCUSSION

Stephanie Harper suggested cutting back on the employee salaries to help the City financially.

City Manager Mitchell clarified that the Item is to update the non-represented part-time/seasonal/temporary classifications.

6. Term Expirations on City Commissions

Approves the timeline for accepting applications and scheduling of interviews for candidates to serve on the City's Personnel Commission and Planning Commission.

Application Period: December 15, 2021 - January 18, 2022, at 5:00 p.m.

Interview and Appointment of Applicants: February 8, 2022, at 7:00 p.m.

7. July – September 2021 Quarterly Treasurer's Report

Receives the Treasurer's Report for the quarter ending September 30, 2021.

8. 2021 Annual Pension Status Report

1. Receives the Annual Pension Status Report; and
2. Authorizes the deposit of the remaining General Fund Reserve for Unfunded Retirement Obligations balance (\$6.0 million) to Public Agency Retirement Services (PARS) Section 115 Trust.

9. Contract Amendment for Economic Development Strategy Services

Adopts Resolution No. 092-21 to increase the Agreement for Professional Services with The Natelson Dale Group, Inc., for analysis of economic impacts of proposed San Diego County "Working Families" ordinance services in the not-to-exceed amount of \$35,000.

CONSENT ITEMS: (Continued)

10. Agreement for Edible Food Recovery Program Services with Solana Center for Environmental Innovation
 1. Authorizes the City Manager, or designee, to enter into an agreement with Solana Center for Environmental Innovation to meet the requirements of the state-mandated Edible Food Recovery Program (SB 1383) in a not-to-exceed amount of \$30,000 for a one-year term, with an option to renew up to four (4) additional one-year terms.
 2. Increase appropriations, from General Fund reserves, in the Fiscal Year 2021-22 Public Works Administration (150000) Annual Budget by \$30,000.

MOTION BY WELLS, SECOND BY ORTIZ, to APPROVE Consent Items 1 to 10.

MOTION CARRIED BY UNANIMOUS VOTE.

PUBLIC COMMENT:

Captain Jeff Lashmet spoke about his retirement from the City. He asks that the Councilmembers create a healthy work environment for City employees.

Mayor Wells and Councilmember Ortiz encouraged Mr. Lashmet to contact them for a private conversation.

WRITTEN COMMUNICATIONS: None

PUBLIC HEARINGS:

11. Zoning Code Update - Phase I

RECOMMENDATION:

That the City Council:

1. Opens the public hearing and receives testimony;
2. Closes the public hearing;
3. Moves to INTRODUCE the next ORDINANCE, in order, APPROVING Zoning Code Amendment No. 2021-0002; and
4. Requests that the City Clerk read the ORDINANCE by title only.

PUBLIC HEARINGS: (Item 11 – Continued)

DISCUSSION

Director of Community Development, Anthony Shute, provided detailed information of the Item.

Mayor Wells opened the Public Hearing.

Stephanie Harper spoke in concern for homeless people living in their vehicles.

Rebecca Branstetter, representing the East County Homeless Task Force (ECHTF) asked that the City Council regulate, not prohibit people living in Recreational Vehicles (RV).

Bonnie Baranoff, representing ECHTF spoke in opposition to the Item.

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

MOTION CARRIED BY UNANIMOUS VOTE.

Director of Community Development, Anthony Shute, reminded the City Council that the City Code already prohibits living in an RV.

Discussion ensued among Council and Staff concerning the following:

- Emergency sleeping cabins;
- California law that allows people to sleep in their RVs if parked on private property;
- Private Property Rights;
- Consideration to allow citizens to use an RV in private property for a maximum of 30 days within a 12 month period;
- Request to re-evaluate code, to allow RV living in private property;
- Protecting quality of life for neighborhoods;
- Students living in vehicles; and
- Waiving fee for temporary use permit when a building permit is obtained.

Discussion to exclude Sections 15 and 16 of the proposed Ordinance to approve the rest until this portion of the Item is discussed during the Council Goal Setting Session in January 2022.

MOTION BY GOBLE, SECOND BY ORTIZ, to INTRODUCE the next ORDINANCE, in order, APPROVING Zoning Code Amendment No. 2021-0002, removing Sections 15 and 16, and renumbering the rest of the proposed Ordinance.

MOTION CARRIED BY UNANIMOUS VOTE.

PUBLIC HEARINGS: (Continued)

12. Third Amendment to FY 2020-21 One-Year Action Plan to Allocate Available CDBG Funds; and Fourth Amendment to FY 2019-20 One-Year Action Plan to Re-Allocate Available CDBG-CV (CDBG CARES Act) Funds

RECOMMENDATION:

Staff recommends that the City Council:

1. Opens the public hearing and accepts public testimony for the Third Amendment to FY 2020-21 One-Year Action Plan and Fourth Amendment to FY 2019-20 One-Year Action Plan;
2. Closes the public hearing;
3. Adopts the next Resolution, in order, amending the FY 2020-21 One-Year Action Plan to:
 - a) Allocate and appropriate \$510,000 in available CDBG funds from the unallocated fund balance to the ADA Concrete Improvements project; and
 - b) Make the necessary changes to the One-Year Action Plan, and submit all required documentation to the U.S. Department of Housing and Urban Development;
4. Adopts the next Resolution, in order, amending the FY 2019-20 One-Year Action Plan to:
 - a) Re-allocate \$240,691 in available CDBG-CV funds from completed projects to the Touchless Traffic Signal Pedestrian Push Button Installations project to address the long-term effects of the coronavirus pandemic; and
 - b) Make the necessary changes to the One-Year Action Plan, and submit all required documentation to the U.S. Department of Housing and Urban Development.

DISCUSSION

Housing Manager, Jamie Van Ravesteyn, provided detailed information of the Item.

Discussion ensued among Council and Staff concerning the following:

- Touchless traffic crosswalk buttons; and
- Restrictions on how CDBG-CV funds can be expended.

No one came forward to speak.

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

MOTION CARRIED BY UNANIMOUS VOTE.

PUBLIC HEARINGS: (Item 12 - Continued)

Councilmember Goble suggested allocating and appropriating the \$510,000 in available CDBG funds but recommended postponing the re-allocation of \$240,691 in available CDBG-CV funds until the item for Safe Parking is heard, as these funds may be used for that Item.

MOTION BY GOBLE, SECOND BY METSCHEL, to ADOPT Resolution No. 093-21 amending the FY 2020-21 One-Year Action Plan to Allocate and appropriate \$510,000 in available CDBG funds from the unallocated fund balance to the ADA Concrete Improvements project; and Make the necessary changes to the One-Year Action Plan, and submit all required documentation to the U.S. Department of Housing and Urban Development.

MOTION CARRIED BY UNANIMOUS VOTE.

City Attorney Foley recommends that the remainder portion of the item is continued to be considered with Item 25.

MOTION BY GOBLE, SECOND BY METSCHEL, to CONTINUE the consideration to Adopt the next Resolution, in order, amending the FY 2019-20 One-Year Action Plan to: a) Re-allocate \$240,691 in available CDBG-CV funds from completed projects to the Touchless Traffic Signal Pedestrian Push Button Installations project to address the long-term effects of the coronavirus pandemic; and b) Make the necessary changes to the One-Year Action Plan, and submit all required documentation to the U.S. Department of Housing and Urban Development to the discussion of Item 25 on the December 14, 2021 Agenda.

MOTION CARRIED BY UNANIMOUS VOTE.

ADMINISTRATIVE REPORTS:

13. Selection of Deputy Mayor

RECOMMENDATION:

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

DISCUSSION

City Manager Mitchell provided detailed information on the Item, and he showed the rotation for the last four (4) years, and proposed the rotation for the next three (3) years. The recommendation would be for Councilmember Metschel to be the next Deputy Mayor for the 2022 calendar year.

ADMINISTRATIVE REPORTS: (Item 13 – Continued)

No one came forward to speak.

MOTION BY GOBLE, SECOND BY KENDRICK, to APPOINT Councilmember Metschel as Deputy Mayor according to the El Cajon Municipal Code for the 2022 Calendar Year.

MOTION CARRIED BY UNANIMOUS VOTE.

14. City Council Action Plan Update

RECOMMENDATION:

That the City Council receives the report and provides feedback.

DISCUSSION

City Manager Mitchell and Assistant City Manager DiMaggio provided detailed information on the Item.

No one came forward to speak.

Councilmember Goble suggested taking items out of order to accommodate members in the audience.

City Manager Mitchell added that some items on the agenda may be moved to a future meeting.

**Recess called at 4:52 p.m.
Meeting called back to order at 5:00 p.m.**

Mayor Wells recommends reviewing items in the following order: Item 27, 25, 15 and 26. If time allows items 21 through 24 will be reviewed as well.

Remainder of page intentionally left blank.

ORDINANCES: FIRST READING

27. Amendment to Chapter 8.24 Garbage, Rubbish and Refuse Ordinance

RECOMMENDATION:

That the City Council considers the attached ordinance amending Chapter 8.24 (Garbage, Rubbish and Refuse) to comply with SB1383 as regulated by CalRecycle and, if approved, takes the following actions:

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

DISCUSSION

Deputy Director of Public Works, Dennis Davies, provided a summary of the Item.

Councilmember Goble praised Mr. Davies on his participation in the Advance Water Purification Committee.

No one came forward to speak.

MOTION BY GOBLE, SECOND BY KENDRICK, to INTRODUCE the Ordinance.

MOTION CARRIED BY UNANIMOUS VOTE.

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

AN ORDINANCE TO AMEND CHAPTER 8.24 OF THE EL CAJON MUNICIPAL CODE TO FURTHER REGULATE THE DISPOSAL OF ORGANIC WASTE FROM RESIDENTIAL AND COMMERCIAL SOURCES

JOINT COUNCILMEMBER REPORTS:

25. Safe Parking Program

RECOMMENDATION:

That the City Council directs staff to report back in 90 days with feedback on sites and partners that can provide a safe parking program in the City.

DISCUSSION

Councilmembers Goble and Metschel provided information on the Item.

JOINT COUNCILMEMBER REPORTS: (Item 25 – Continued)

Susan Naslund, representing Good Shepherd Ministry Center, spoke in support of the Item.

Councilmember Metschel spoke of the services provided at the Good Shepherd Ministry Center.

Rebecca Branstetter stated she supported the Item.

Bonnie Baranoff, representing the ECHTF, spoke in support of the Item.

Teresa Smith, representing Dreams for Change spoke of the services the group can provide for safe parking needs.

Conversation ensued amongst Council and Staff regarding:

- Council not able to select a site for the safe parking program, but rather allow staff to provide such information;
- The City's role in the program;
- Consider the established providers and the resources they bring; and
- Continue conversation during the Council Goal Setting meeting.

MOTION BY WELLS, SECOND BY KENDRICK, to CONTINUE the consideration of a Safe Parking Program during the City Council Goal Setting Session in January 2022.

MOTION CARRIED BY UNANIMOUS VOTE.

City Attorney Foley reminded the City Council that a portion of Item 12, Fourth Amendment to FY 2019-20 One-Year Action Plan to Re-Allocate Available CDBG-CV (CDBG CARES Act) Funds had been previously continued to discuss during Item 25.

After a brief discussion, it was decided the portion of Item 12 would also be discussed at the City Council Goal Setting Session in January 2022.

MOTION BY GOBLE, SECOND BY KENDRICK, to CONTINUE the discussion of the Fourth Amendment to FY 2019-20 One-Year Action Plan to Re-Allocate Available CDBG-CV (CDBG CARES Act) Funds during the City Council Goal Setting Session in January 2022.

MOTION CARRIED BY UNANIMOUS VOTE.

ADMINISTRATIVE REPORTS:

15. Temporary Overstaffing Police Officer Positions

RECOMMENDATION:

That the City Council authorizes temporarily overstaffing ten Police Officer positions in FY 2021-22.

DISCUSSION

City Manager Mitchell provided detailed information on the Item.

No one came forward to speak.

MOTION BY ORTIZ, SECOND BY METSCHEL, to authorize the temporarily overstaffing of ten Police Officer positions in FY 2021-22.

MOTION CARRIED BY UNANIMOUS VOTE.

JOINT COUNCILMEMBER REPORTS:

26. Consider Resolution Opposing the Proposed SANDAG Vehicle Miles Traveled (VMT) Tax

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, opposing the Vehicle Miles Traveled (VMT) tax.

DISCUSSION

Councilmembers Goble provided information on the Item.

No one came forward to speak.

MOTION BY GOBLE, SECOND BY KENDRICK, to ADOPT Resolution No. 094-21 opposing the Vehicle Miles Traveled (VMT) tax.

MOTION CARRIED BY UNANIMOUS VOTE.

COMMISSION REPORTS: None

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:

20. City Council Assignments

RECOMMENDATION:

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

DISCUSSION

No one came forward to speak.

MOTION BY WELLS, SECOND BY GOBLE, to APPROVE the City Council assignments (as identified in the report) to various boards and commissions representing El Cajon.

MOTION CARRIED BY UNANIMOUS VOTE.

SANDAG (San Diego Association of Governments) Board of Directors; SANDAG – Audit Committee; LAFCO.

19. Council Activities Report/Comments

Report as submitted.

ACTIVITIES REPORTS OF COUNCILMEMBERS:

21. COUNCILMEMBER STEVE GOBLE

MTS (Metropolitan Transit System Board); East County Advanced Water Purification Joint Powers Authority Board; Chamber of Commerce – Government Affairs Committee; SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – Alternate; METRO Commission/Wastewater JPA – Alternate.

Council Activities Report/Comments.

Report as submitted.

22. MAYOR PRO TEM GARY KENDRICK

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

Council Activities Report/Comments.

Report as stated.

ACTIVITIES REPORTS OF COUNCILMEMBERS: (Continued)

23. COUNCILMEMBER MICHELLE METSCHEL
Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate; Heartland Fire Training JPA – Alternate.

Council Activities Report/Comments.

Report as submitted.

24. COUNCILMEMBER PHIL ORTIZ
League of California Cities, San Diego Division; East County Economic Development Council; MTS (Metropolitan Transit System Board) – Alternate; East County Advanced Water Purification Joint Powers Authority Board – Alternate; Chamber of Commerce – Government Affairs Committee – Alternate.

Council Activities Report/Comments.

Report as submitted.

ADMINISTRATIVE REPORTS:

17. Microenterprise Home Kitchen Operations – MEHKO

RECOMMENDATION:

That the City Council accepts the report and directs staff to send a letter to the County Board of Supervisors supporting or opposing the Microenterprise Home Kitchen Operations Authorization Ordinance.

DISCUSSION

Senior Planner, Michael Viglione, provided detailed information on the Item.

Karen Melvin, representing San Diego MEHKO Coalition spoke in support of the Item.

Councilmembers spoke in support of the Item, Mayor Wells spoke against it.

MOTION BY KENDRICK, SECOND BY GOBLE, to SEND a letter to the County Board of Supervisors supporting the Microenterprise Home Kitchen Operations Authorization Ordinance.

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

The following Items were not discussed:

GENERAL INFORMATION ITEMS FOR DISCUSSION

ORDINANCES: FIRST READING

ORDINANCES: SECOND READING AND ADOPTION

CLOSED SESSIONS:

The following Items will be on the January 11, 2022 Agenda:

- 16. Update on Expenditures Related to the American Rescue Plan Act
- 18. Downtown El Cajon Business Partners' Annual Report

Adjournment: Mayor Wells adjourned the Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 14th day of December, 2021, at 5:57 p.m., to Tuesday, January 11, 2021, at 3:00 p.m.

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ANGELA L. CORTEZ, CMC
City Clerk/Secretary



City Council
Agenda Report

Agenda Item 4.

DATE: January 11, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Angela Cortez, City Clerk
SUBJECT: Ratification of Board of Supervisors Appointment to Gillespie Field Development Council

RECOMMENDATION:

It is recommended that the City Council ratify the reappointment of Phyllis Trombi to the Gillespie Field Development Council by the San Diego County Board of Supervisors.

BACKGROUND:

In accordance with the Joint Powers Agreement between the County of San Diego and the City of El Cajon, three members are appointed by the Board of Supervisors and are ratified by the City Council. Two members are appointed by the City Council and ratified by the Board of Supervisors.

Phyllis Trombi has served on the Gillespie Field Development Council for over 14 years, and on December 7, 2021, was reappointed by the County Board of Supervisors for a four-year term. Ms. Trombi brings her experience in aviation to the development program for Gillespie Field.

FISCAL IMPACT:

None.

Prepared By: Angela Cortez, City Clerk

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager

Attachments

Minute Order Reappointment

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, DECEMBER 07, 2021**

MINUTE ORDER NO. 18

SUBJECT: APPOINTMENTS: VARIOUS (DISTRICTS: ALL)

OVERVIEW

These appointments are in accordance with applicable Board Policy A-74, "Citizen Participation in County Boards, Commissions and Committees," Board Policy A-77, "Appointments to Fill Vacancies and Cancellation of Election where Insufficient Nominations Filed Prior to Uniform District Election and Citizen Planning Group Election," and Board Policy I-1, "Planning and Sponsor Group Policies and Procedures."

RECOMMENDATION(S)

CHAIR NATHAN FLETCHER

Re-appoint Warren C. Lyall to the SAN DIEGO COUNTY CITRUS PEST CONTROL DISTRICT, Seat No. 1, for a term to expire May 3, 2025

Re-appoint Carla DiMare to the SAN DIEGO COUNTY LAW LIBRARY BOARD OF TRUSTEES, Seat No. 4, for a term to expire December 31, 2024.

SUPERVISOR JOEL ANDERSON

Appoint Erika Simmons to the ALPINE COMMUNITY PLANNING GROUP, Seat No. 6, for a term to expire January 2, 2023.

Appoint Darlene Cossio to the ALPINE COMMUNITY PLANNING GROUP, Seat No. 10, for a term to expire January 2, 2023.

Appoint Olena "Eileen" Losyk-Tierney to the CSA NO. 026 - RANCHO SAN DIEGO LOCAL PARK DISTRICT ADVISORY BOARD, Seat No. 1, for a term to expire January 6, 2025.

Waive Board Policy A-74, "Citizen Participation in County Boards, Commissions and Committees," and re-appoint Phyllis Trombi to the GILLESPIE FIELD DEVELOPMENT COUNCIL, Seat No. 3, for a term to expire December 7, 2025.

Appoint Richard Abraham to the LAKESIDE COMMUNITY PLANNING GROUP, Seat No. 2, for a term to expire January 2, 2023.

SUPERVISOR TERRA LAWSON-REMER

Appoint Mali Woods-Drake to the COUNTY OF SAN DIEGO BEHAVIORAL HEALTH ADVISORY BOARD (BHAB), Seat No. 12, for a term to expire October 19, 2024.

EQUITY IMPACT STATEMENT

County government includes standing and special citizen boards, commissions, committees and task forces formed to advise the Board of Supervisors and County staff on issues and policy and to serve as links to the community. Boards, commissions and committees provide an inter-relationship between the residents and the government of the County. The nominations in this Board Letter enable the County of San Diego to provide individual residents the opportunity to impart valuable insight and input into the operation of the government.

FISCAL IMPACT

N/A

BUSINESS IMPACT STATEMENT

N/A

ACTION:

ON MOTION of Supervisor Fletcher, seconded by Supervisor Vargas, the Board of Supervisors took action as recommended, on Consent.

AYES: Vargas, Anderson, Lawson-Remer, Fletcher, Desmond

State of California)
County of San Diego) §

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

ANDREW POTTER
Clerk of the Board of Supervisors



Signed
by Andrew Potter

NAME: **GILLESPIE FIELD DEVELOPMENT COUNCIL**

LEGAL AUTHORITY: Joint Powers Agreement executed March 19, 1974, and amendment dated 4/8/2015 (7); Government Code Section 6503.5

**MEMBERS
APPOINTED BY AND
MEMBERSHIP
COMPOSITION:**

The Council shall be composed of five members, three of whom shall be nominated by the Board of Supervisors of the County of San Diego, and two of whom shall be nominated by the City Council of the City of El Cajon. Of the three nominated by the County, one shall be selected from qualified candidates identified by the City of Santee. If the City of Santee fails to identify qualified candidates, the County may nominate members of its own choice.

No person shall be nominated or appointed who is a member of the governing body or planning commission or a full-time employee of the County of San Diego, City of Santee or the City of El Cajon.

If a member of the Council becomes a member of such governing body or planning commission or a full-time employee of the County of San Diego, City of Santee or City of El Cajon during his/her term of office, he/she shall be removed from the Council and his/her position shall be declared vacant.

Appointment of each member shall be made by mutual agreement of both entities and ratified by actions of both the Board of Supervisors and the City Council of El Cajon.

To qualify for appointment, a nominee must have expertise and experience in such fields as real estate, finance, industrial development, aviation, or other fields related to the development program for Gillespie Field, and have a demonstrated interest in the economic viability of the field.

TERMS: Upon the expiration of initial terms, all terms shall be for four years.

Members shall hold membership during the term for which they were appointed and until their successors have been appointed and qualified except that Members may be removed at any time for any reason by the City Council in the case of Members nominated by said Council or by the Board of Supervisors in the case of Members nominated by said Board.

An appointment to fill a vacancy occurring during an unexpired term shall be for the period of the unexpired term.

DUTIES:

- The Council shall be responsible for the overall execution of the Master Plan for Gillespie Field as adopted by the County of San Diego. The term "Master Plan" as used herein shall include the FAA-approved airport layout plan, applicable County Ordinances, Special Use Permits, Development Standards, Performance Standards, Priorities and Policies approved by the Board of Supervisors.
- The Council shall develop a set of consistent priorities, policies and standards to be applied to proposed development within the Gillespie Field area which shall take into account both the desirability of various types of development and the sequence of development. The Council shall implement the Master Plan in accordance with such consistent policies and standards.
- The Council shall make available to the Airports Division such specialized expertise as it has in real estate, industrial development, industrial finance, and related areas, as may be required by said division. However, Council shall not have the authority to retain consultants to advise it as to such matters unless the Joint Powers Agreement is amended to give such authority to the Council.
- The Council shall have the power to retain legal counsel and to sue and be sued in its own name.
- The Council shall review and make recommendations to the Board of Supervisors on all expenditures relating to Gillespie Field and the County will appropriate funds necessary for the operation of Gillespie Field and the execution of the terms of the Joint Powers Agreement as the Board of Supervisors deems appropriate.
- The Council shall, after receipt of staff recommendation, recommend approval or denial of proposals for leases for development of any portion of the Gillespie Field area.
- The Council shall thereafter forward to the Board of Supervisors recommendations concerning potential leases of property on the field by private enterprise for Board approval only when the Council has determined that such potential lease is in strict conformance with the Master Plan as defined herein.
- The Council shall make annual reports to the San Diego County Board of Supervisors and the El Cajon City Council concerning progress on development of the field.

- The Council shall endeavor to cause the use of the commercial, industrial, and aviation-business related properties within the Gillespie Field area in a manner consistent with the Master Plan and the priorities established by the Council.

**MEETING DATE
AND LOCATION:**

For specific meeting dates, please see the GFDC webpage at <http://www.sandiegocounty.gov/dpw/airports/gillespie/gfdc.html>

COMPENSATION:

None

FILINGS NECESSARY:

Conflict of Interest - Form 700

CONTACT PERSON:

Lorie Maniss
County Airports
Mail Stop: S – 119
619-956-4803

REVISED: July 14, 2017



City Council
Agenda Report

DATE: January 11, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Award of Fleet Fueling Services

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to award a contract to Cardlock Fuel Systems, LLC dba SC Fuels (SCF) for Fleet Fueling Services in the estimated amount of \$530,000 for the initial one-year term, with four additional one-year renewal options.

BACKGROUND:

On June 22, 2021, the City Council approved the purchase of gasoline and diesel for fuels for the City fleet and emergency fueling of vehicles and generators. In order to improve field service productivity and cost-effectiveness, the City requires the commercial fleet fueling services supplier to be within City limits. The sole provider of a commercial fleet fueling service within City limits is SCF, located within one mile from the Public Works Yard.

The Deputy Director of Public Works submitted the attached memorandum dated October 28, 2021, with justification for the sole source procurement. The request has been reviewed by the Purchasing Division and determined to be in the City's best interest. As a result, this procurement is recommended as an exception to the City's competitive bidding requirement, pursuant to Municipal Code section 3.20.010 (C) (5).

Staff recommends this award be made to SCF in accordance with the terms of RFP No. 403306, Fleet Fueling Services.

FISCAL IMPACT:

The fiscal impact for the initial one-year term is \$530,000. Sufficient funds are available for this service in Fiscal Year 2021-22 Annual Budget: Public Works Vehicle/Equipment Maintenance (601000). Subsequent 4-year costs are estimated to total \$2,120,000.

Prepared By: Mara Romano, Purchasing Agent
Reviewed By: Yazmin Arellano, Director of Public Works
Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Public Works SC Fuels Memo

RESOLUTION NO. ____-22

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EL CAJON APPROVING
AND AUTHORIZING THE EXECUTION OF A
CONTRACT FOR FLEET FUELING SERVICES

WHEREAS, the City of El Cajon (the "City") has an existing fleet fuel contract with Cardlock Fuel Systems, LLC dba SC Fuels ("SCF") for Fleet Fueling Services; and

WHEREAS, SCF has been successfully providing the City with fleet fueling services since 2008; and

WHEREAS, the City requires the commercial fleet fueling services supplier to be within the City limits to improve field service productivity and cost effectiveness; and

WHEREAS, SCF, located at 1124 N. Magnolia Avenue, is located within one mile of the Public Works Yard, less than two miles from the City Hall, and is the sole provider of a commercial fleet fueling service within the city limits; and

WHEREAS, the current contract with SCF has expired; and

WHEREAS, the sole source request has been reviewed by the Public Works Department and determined to be in the best interest of the City, and staff therefore recommends this procurement as an exception to the City's competitive bidding requirement, pursuant to El Cajon Municipal Code section 3.20.010 (C) (5); and

WHEREAS, sufficient funds are available for this service in Fiscal Year 2021-22 Annual Budget: Public Works Vehicle/Equipment Maintenance (601000); and

WHEREAS, the City Council believes it to be in the City's best interest to execute the Contract with SCF in the estimated amount of \$530,000 for the initial one-year term, with four additional one-year renewal options estimated to cost an additional \$2,120,000. in the aggregate.

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

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

2. The City Council hereby approves entering into a contract with Cardlock Fuel Systems, LLC dba SC Fuels (SCF) for Fleet Fueling Services in the City of El Cajon, for an initial one-year term in the estimated amount of \$530,000, with four additional one-year renewal options estimated to total \$2,120,000.

3. The City Council hereby authorizes the City Manager, or such person as is designated by the City Manager, to execute the Contract, with any such changes and refinements as may be necessary and approved by the City Manager.

4. The City Manager, or such person as is designated by the City Manager, is hereby authorized and directed to execute any subsequent amendments to the Contract, or other documents necessary, as may be approved by the City Manager, on behalf of the City of El Cajon.

01/11/22 CC Agenda

Reso – Approve Contract with SC Fuels for Fleet Fueling Services 12/23/21



DATE: October 28, 2021
TO: Mara Romano, Purchasing Agent
FROM: Dennis Davies, Deputy Director of Public Works
SUBJECT: Sole Source Purchase Justification – As-Needed Fleet Fuel

The City of El Cajon has an existing fleet fuel contract with Cardlock Fuel System, Inc. DBA SC Fuels (SC Fuels) that is set to expire on November 9, 2021. SC Fuels has successfully provided the City with fleet fueling services since 2008. The City requires the commercial fleet fueling services supplier to be within City limits to improve field service productivity and cost effectiveness. The SC Fuels commercial fleet fueling facility is located at 1124 N. Magnolia Ave. and is the only commercial fleet fueling site within City limits. In addition to being the only commercial fleet fueling facility within City limits, SC Fuels is located less than one mile in distance from the Public Works Operations Yard and less than two miles in distance from City Hall.

Please do not hesitate to contact me if additional information is required.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dennis Davies".

Dennis Davies
Deputy Director of Public Works



City Council
Agenda Report

DATE: January 11, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Award of Bid No. 010-22 – Median & Rights-of-Way Maintenance

RECOMMENDATION:

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

1. Approve Plans and Specifications for Median & Rights-of-Way Maintenance, Bid No. 010-22; and
2. Award the bid to the lowest responsive, responsible bidder, GeoCal Environmental Management & Landscaping, in the amount of \$103,491.24 for the initial one-year term, with up to four additional one-year renewal options.

BACKGROUND:

The Median & Right-of-Ways Maintenance contract provides for the landscaping of some medians and right-of-way areas throughout City limits. The bid includes an opportunity to renew the contract for up to four optional one-year terms. Funds for the renewal terms will be in accordance with the approved budget for each fiscal year.

This project was advertised on October 14, 2021. The City received four responses on November 18, 2021, and evaluated the three lowest submissions.

As stated in the bid specifications, this service requires pesticide applicators to work in the City of El Cajon to possess a current Qualified Applicator's License (QAL) with a category B and C (Landscape and Right-Of-Way) issued by the California Department of Pesticide Regulation. Therefore, all bidders were provided an opportunity to submit proof of an active QAL, and all responded within the timeframe given.

Staff recommends awarding the bid to the lowest responsive, responsible bidder, GeoCal Environmental Management & Landscaping, in the amount of \$103,491.24. The summary of bids is attached, and complete proposals are on file in the Purchasing Division.

FISCAL IMPACT:

The fiscal impact for the initial one-year term is \$103,491.24. Sufficient funds are available for this service in Fiscal Year 2021-22 Annual Budget: Public Works Street Medians and Parkway Trees (161000). Subsequent 4-year costs are estimated to total \$430,790.62, assuming annual increase not to exceed 1.6% for each renewal term.

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution - Plans & Specs

Resolution - Award

Bid Summary - 010-22

RESOLUTION NO. __-22

RESOLUTION APPROVING
PLANS AND SPECIFICATIONS FOR
MEDIAN AND RIGHTS-OF-WAY MAINTENANCE
(Bid No. 010-22)

WHEREAS, the Director of Public Works has submitted plans and specifications for the Median and Rights-of-Way Maintenance 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 for the Project submitted 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. __-22

RESOLUTION AWARDDING BID FOR
MEDIAN AND RIGHTS-OF-WAY MAINTENANCE
(Bid No. 010-22)

WHEREAS, the Median and Rights-of-Way Maintenance project (the "Project") provides for the landscaping of some medians and right-of-way areas throughout the City of El Cajon (the "City"); and

WHEREAS, the bid includes an opportunity to renew the contract for up to four (4) optional one-year terms, although funds for the renewal terms must be in accordance with the approved budget for each fiscal year; and

WHEREAS, the Project was advertised on October 14, 2021 and four (4) responses were received on November 18, 2021; and

WHEREAS, the three (3) lowest submissions were evaluated by City staff; and

WHEREAS, after evaluation, City staff recommends awarding the bid to the lowest responsive, responsible bidder, GeoCal Environmental Management & Landscaping, in the amount of \$103,491.24; and

WHEREAS, the fiscal impact for the initial one-year term is \$103,491.24, and sufficient funds are available for the Project in Fiscal Year 2021-22 Annual Budget: Public Works Street Medians and Parkway Trees; and

WHEREAS, if renewed for the entire four (4) year terms, subsequent four-year costs are limited to increases of one and six-tenths percent (1.6%) each year renewed, estimated to amount to \$430,790.62, for total possible compensation for five years in the amount of \$534,281.86; and

WHEREAS, the City Council believes it to be in the best interests of the City to award the bid to the lowest responsive, responsible bidder for a one-year term in the amount of \$103,491.24, with the option to renew for four (4) additional one-year terms.

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 awards the bid for the Project to the lowest responsive, responsible bidder:

GeoCal Environmental Management & Landscaping

for a one-year term in an amount not to exceed \$103,491.24, with the option to renew for four (4) additional one-year terms, with compensation for each renewal term not exceeding one and six-tenths percent (1.6%) over the prior term.

3. The City Manager and City Clerk are authorized and directed to execute a contract for the Project on behalf of the City of El Cajon, with such changes or amendments as maybe approved by the City Manager. In addition, the City Manager and the City Clerk are further authorized to execute such amendments to renew the contract with GeoCal Environmental Management & Landscaping, for the Project, not more than four times, with each renewal term not to exceed one (1) year in duration.

01/11/22 CC Agenda

Reso – Bid 010-22 – Median & Rights-of-Way Maintenance – Awd (GeoCal Environmental) 122321



City of El Cajon – Purchasing Division

BID EVALUATION

(To be included as an attachment to the agenda report.)

Bid No. 010-22	Bid Name: Median & Right-of-Ways Maintenance
Solicitation Due Date/Time: November 18, 2021/ 2:00 p.m.	Initial Date of Advertisement: October 14, 2021
Number of Responses Received: 4	Bid Estimate: \$200,000.00

SUMMARY OF BIDS (INCLUDE ANY ADD. ALTS.):

Vendor	Vendor Type	Bid Amount	Format	Submit Date	Status
GeoCal Environmental Management & Landscaping	WBE, CADIR	\$103,491.2400	Electronic	11/18/2021 12:12:55 PM	Submitted
Makelele Systems Landscape & Maintenance, Inc.	MBE, CADIR	\$176,950.0000	Electronic	11/18/2021 1:59:20 PM	Submitted
BrightView Chargers	CADIR	\$198,843.0000	Electronic	11/17/2021 2:14:01 PM	Submitted
Aztec Landscaping, Inc.	MBE, CADIR	\$2,364,694.0000	Electronic	11/18/2021 1:48:57 PM	Submitted

BID EVALUATION (TOP THREE LOWEST RESPONSES):

Bidder	Bid Responsiveness	Notes
GeoCal Environmental Management & Landscaping	Yes	
Makele Systems Landscape & Maintenance, Inc.	Yes	
BrightView Chargers, Inc.	Yes	

LEGAL REVIEW REQUIRED: YES NO **IF YES, DATE LEGAL REVIEW COMPLETED:**

RENEWAL OPTIONS: YES NO **IF YES, SPECIFY TERM W/RENEWAL OPTIONS:** INITIAL ONE YEAR TERM WITH THE OPTION TO RENEW FOR FOUR ADDITIONAL ONE YEAR PERIODS

LOWEST, RESPONSIVE, RESPONSIBLE BIDDER NAME AND AMOUNT: GEOCAL ENVIRONMENTAL MANAGEMENT & LANDSCAPING, INC. - \$103,491.24

TENTATIVE CITY COUNCIL AWARD DATE: JANUARY 14, 2022

PURCHASING DIVISION:

Review Completed By: Mara Romano

Date: November 30, 2021



City Council Agenda Report

Agenda Item 7.

DATE: January 11, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: CalRecycle Beverage Container Recycling Program

RECOMMENDATION:

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

1. Authorize the City Manager to apply for Beverage Container Recycling City/County Payment Program funds in the amount of \$25,787 from the State of California Department of Resources Recycling and Recovery (CalRecycle);
2. Appropriate Beverage Container Recycling City/County Payment Program funds in the amount of \$25,787 for Recycled Beverage Container diversion; and
3. Authorize the City Manager, or such person designated by the City Manager, to execute the Payment Program agreement and all such other documents necessary to obtain the Beverage Container Recycling funds, in such form as approved by the City Manager with approval of the City Attorney.

BACKGROUND:

The State of California Department of Resources Recycling and Recovery (CalRecycle) distributes funds specifically for beverage container recycling and litter cleanup activities. The Beverage Container Recycling funds are generated from deposits paid by consumers on recyclable beverage containers. These funds may only be used for activities related to recycling programs, litter reduction, and public education and support for recycling programs.

Staff recommends that the Fiscal Year 2021-22 funding be used to purchase new dual recycling and waste bins for several new streetscape projects; develop and upload educational material using social media and the City's website; and explore the possibility of purchasing and installing water bottle fill-stations at various City facilities. In the past, the City has used these funds to purchase recycling containers in City Hall, the Police Department, Parks, and Recreation Centers. The City will explore additional uses of these funds as the program requirements change.

FISCAL IMPACT:

An additional \$25,787 of funding will be appropriated in the Beverage Container Recycling Fund (2022) for recycling efforts.

Prepared By: Yazmin Arellano, Director of Public Works

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. __-22

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL CAJON AUTHORIZING APPLICATION FOR
CALRECYCLE BEVERAGE CONTAINER RECYCLING
CITY/COUNTY PAYMENT PROGRAM FUNDS,
AND APPROPRIATING FUNDS FOR
RECYCLED BEVERAGE CONTAINER DIVERSION

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

WHEREAS, CalRecycle distributes funds specifically for beverage container recycling and litter cleanup activities ("Program Funds"); and

WHEREAS, the Program Funds are generated from deposits paid by consumers on recyclable beverage containers, and may only be used for activities related to recycling programs, litter reduction, and public education and support for recycling programs; and

WHEREAS, if awarded the Program Funds, staff of the City of El Cajon (the "City") recommends that the Fiscal Year 2021-22 funding be used to purchase new dual recycling and waste bins for several new streetscape projects; develop and upload educational material using social media and the City's website; and explore the possibility of purchasing and installing water bottle fill-stations at various City facilities; and

WHEREAS, City Council finds that it is in the City's best interest to authorize the City Manager to apply for Program Funds in the amount of \$25,787, to be appropriated for recycled beverage container diversion.

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

1. The City Manager is authorized to apply for CalRecycle Beverage Container Recycling City/County Payment Program funds in the amount of \$25,787.
2. Upon the award of Grant Funds the City Manager is authorized to appropriate the funds for recycled beverage container diversion.
3. The City Council hereby authorizes staff to accept such CalRecycle Funds awarded, and further authorizes the City Manager, or such person designated by the City Manager, to execute any agreement, and amendments thereto, and such other documents necessary to accept the funds, in such form approved by the City Manager, as approved by the City Attorney.
4. The City Council hereby commits to using the funds for recycled beverage container diversion.

5. The authorizations set forth herein are effective for fiscal year 2021-2022.

01/11/22 CC Meeting
Reso - CalRecycle Beverage Container Recycling Program 010422



City Council
Agenda Report

Agenda Item 8.

DATE: January 11, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Award of Bid No. 014-22 – Overlay 2022

RECOMMENDATION:

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

1. Approve Plans and Specifications for Overlay 2022, Bid No. 014-22; and
2. Award the bid to the lowest responsive, responsible bidder, Superior Ready Mix Concrete, LP dba SRM Contracting & Paving, in the amount of \$2,519,995.47.

BACKGROUND:

The Overlay 2022 bid includes rubberized asphalt concrete and conventional asphalt concrete overlay, full-width grinding, signage and striping, legend markings, and installation of video detection cameras.

This project was advertised on November 18, 2021. The City received six responses on December 15, 2021, and evaluated the three lowest submissions.

Staff recommends awarding the bid to the lowest responsive, responsible bidder, SRM Contracting & Paving, in the amount of \$2,519,995.47. The summary of bids is attached, and complete proposals are on file in the Purchasing Division.

FISCAL IMPACT:

The fiscal impact is \$2,519,995.47. Sufficient funds are available in Fiscal Year 2021-22 Annual Budget: Overlay 2020 (PW50020) and Overlay 2021 (PW50021).

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Reso - Approve Plans & Specs

Reso - Award Bid

Bid Summary - 014-22

RESOLUTION NO. __-22

RESOLUTION APPROVING
PLANS AND SPECIFICATIONS FOR
OVERLAY 2022
(Bid No. 014-22)

WHEREAS, the Director of Public Works has submitted plans and specifications for the Overlay 2022 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 for the Project submitted 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. __-22

RESOLUTION AWARDING BID FOR
OVERLAY 2022
(Bid No. 014-22)

WHEREAS, the Overlay 2022 project (the "Project") consists of rubberized asphalt concrete and conventional asphalt concrete overlay, full-width grinding, signage and striping, legend markings, and installation of video detection cameras in the City of El Cajon (the "City"); and

WHEREAS, the Project was advertised on November 18, 2021, and six (6) responses were received on December 15, 2021; and

WHEREAS, the three (3) lowest submissions were evaluated by City staff; and

WHEREAS, after evaluation, City staff recommends awarding the bid to the lowest responsive, responsible bidder, Superior Ready Mix Concrete, LP dba SRM Contracting & Paving, in the amount of \$2,519,995.47; and

WHEREAS, the fiscal impact for the Project is \$2,519,995.47, and sufficient funds are available in Fiscal Year 2021-22 Annual Budget: Overlay 2020 and Overlay 2021; and

WHEREAS, the City Council believes it to be in the best interests of the City to award the bid to the lowest responsive, responsible bidder in the amount of \$2,519,995.47.

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 awards the bid for the Project to the lowest responsive, responsible bidder:

Superior Ready Mix Concrete, LP dba SRM Contracting & Paving

in an amount not to exceed \$2,519,995.47.

3. The City Manager and City Clerk are authorized and directed to execute a contract for the Project on behalf of the City of El Cajon, with such changes or amendments as maybe approved by the City Manager.



City of El Cajon – Purchasing Division

BID EVALUATION

(To be included as an attachment to the agenda report.)

Bid No. 014-22	Bid Name: Overlay 2022
Solicitation Due Date/Time: December 15, 2021/ 2:00 p.m.	Initial Date of Advertisement: November 18, 2021
Number of Responses Received: 6	Bid Estimate: \$3,000,000.00

SUMMARY OF BIDS (INCLUDE ANY ADD. ALTS.):

Vendor	Vendor Type	Bid Amount	Format	Submit Date	Status
SRM Contracting & Paving		\$2,519,995.4700	Electronic	12/15/2021 1:51:30 PM	Submitted
PAL General Engineering, Inc.	CADIR	\$2,689,224.0500	Electronic	12/15/2021 1:54:14 PM	Submitted
Hanson Aggregates Pacific Southwest LLC.DBA ATP General Engineering Contractors	CADIR	\$2,720,872.1300	Electronic	12/15/2021 1:33:36 PM	Submitted
Eagle Paving		\$2,723,400.0000	Electronic	12/15/2021 12:14:19 PM	Submitted
Hazard Construction Engr LLC	CADIR	\$2,885,333.6500	Electronic	12/15/2021 1:41:07 PM	Submitted
TC Construction Company, Inc.		\$3,209,592.1100	Electronic	12/15/2021 1:44:54 PM	Submitted

BID EVALUATION (TOP THREE LOWEST RESPONSES):

Bidder	Bid Responsiveness	Notes
Superior Ready Mix Concrete, LP dba SRM Contracting & Paving	Yes	No Contractor State License Board number issued for sub-contractor Twining, Inc. performing a portion of rubberized asphalt concrete, superpave. CSLB is not required for this type of work.
PAL General Engineering, Inc.	Yes	Submitted a copy of the bid bond but not the original. The City provided additional time for the vendor to submit the original bid bond and vendor complied. Did not complete the Designation of subcontractors form, rather included subcontractor information under the "Subcontractors" tab on PlanetBids, which satisfies PCC 4104 requirements.
Hanson Aggregates Pacific Southwest, LLC dba General Engineering Contractors	Yes	

LEGAL REVIEW REQUIRED: YES NO **IF YES, DATE LEGAL REVIEW COMPLETED:**

RENEWAL OPTIONS: YES NO **IF YES, SPECIFY TERM W/RENEWAL OPTIONS:** _____

LOWEST, RESPONSIVE, RESPONSIBLE BIDDER NAME AND AMOUNT: SUPERIOR READY MIX CONCRETE, LP DBA SRM CONTRACTING & PAVING - \$2,519,995.47

PURCHASING DIVISION:

Review Completed By: Mara Romano

Date: December 22, 2021



City Council
Agenda Report

DATE: January 11, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Frank Carson, Director of Parks & Recreation
SUBJECT: Veterans Memorial Location

RECOMMENDATION:

That the City Council provides additional feedback and directs staff on possible Veterans Memorial development options.

BACKGROUND:

The current Veterans Memorial in front of The Magnolia may not compliment the venue as it once did when erected on November 11, 2000 nor pay appropriate tribute to the men and women of El Cajon who have served in the Armed Forces. At its September 9, 2021 meeting, the City Council directed staff to return with a report on possible Veterans Memorial development options. After careful review of various sites and discussing possible memorial locations with members of American Legion El Cajon Post 303, two possible locations have been identified.

One location is the Prescott Promenade, on the Lexington Avenue side of the park area. Locating a memorial here will allow for park users, concert goers, and event attendees to enjoy the memorial. The other location is near the entrance of the Public Safety Building, 100 Civic Center Way. This location has three flagpoles nearby and the expansive planter containers that offer an immediate area for a memorial. The Prescott Promenade area location will most likely be viewed by a larger amount of people given the events in the area. The area in front of the Public Safety Building offers a large expanse to honor our Veterans and provides greater security for the memorial.

Staff seeks direction from the City Council on locations, possible issuance of a RFQ for design assistance, and authorization to engage with the community and veterans groups for additional input.

FISCAL IMPACT:

Fiscal impact will be determined after further evaluation.

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



City Council
Agenda Report

DATE: January 11, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Update on Expenditures Related to the American Rescue Plan Act

RECOMMENDATION:

That the City Council receives the report and provides feedback.

BACKGROUND:

The City Council received the last American Rescue Plan Act (ARPA) update on September 28, 2021. This agenda item provides the latest update on ARPA spending and progress toward projects identified by the City Council on June 22, 2021.

The following table identifies the appropriated projects, the amount of funding allocated for each project, and the amount of funds expended or encumbered (items that are italicized and in red are completed):

PROJECTS	APPROPRIATED	EXPENDED/ ENCUMBERED*
Assistance to Households & Businesses		
Street Beautification/Safety Projects	\$5,000,000	
Small Business Grant Program	\$5,000,000	\$2,949,545
Cool Zones/Evacuation Site Upgrades at Recreation Centers	\$3,000,000	
Public Improvements (Economic Development)	\$3,000,000	
Park Amenities	\$2,925,000	
"Dollar Days" Recreation Program	\$700,000	\$600,669
Social Worker Response Team Pilot Program	\$500,000	
<i>Business License Assistance Program</i>	<i>\$225,000</i>	<i>\$225,000</i>
Economic Development Studies/Efforts	\$200,000	\$73,650
<i>El Cajon Foodie Fest</i>	<i>\$150,000</i>	<i>\$224,600</i>
COVID-19 Response & Mitigation		
Reimbursement for Mitigation Efforts	\$1,000,000	
<i>Reduce Vaccine Barriers</i>	<i>\$100,000</i>	<i>\$10,835</i>
Replace Revenue & Reinvest in City Infrastructure		
Solar/Battery Project	\$5,000,000	\$200,000

City Network/Cybersecurity/Video Equipment Upgrades	\$1,300,000	\$737,750
Infrastructure		
Expand Broadband/Fiber Network	\$2,300,000	\$161,250
TOTAL	\$30,400,000	\$5,183,299

*as of January 4, 2022

Staff will provide an update on many of the projects during the presentation. Staff recommends that a discussion about the Business Grant Program's focus is warranted. Thus far, the program has assisted 231 business. If the City Council wishes to continue the grant program, staff suggests that it shift from employee hiring and focus on one-time capital improvements or equipment purchases. If the program were to wind down or cease, staff recommends re-allocating the balance of the funds into the ARPA general Economic Development activity.

Prepared By: Graham Mitchell, City Manager

Reviewed By: N/A

Approved By: N/A



City Council
Agenda Report

DATE: January 11, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Downtown El Cajon Business Partners' Annual Report

RECOMMENDATION:

That the City Council receives the annual report and provides feedback.

BACKGROUND:

On June 14, 2011, the City adopted a resolution reauthorizing assessments of certain properties and businesses within the downtown area. On December 13, 2011, the City approved a Management Agreement (attached) with the Downtown El Cajon Business Partners, Inc. (Partners) to operate the downtown district and to implement activities permitted with assessment proceeds. The Management Agreement requires the Partners to provide periodic reports. The following is a list of reports required to be submitted, along with due dates, and the information to be included in each report:

Annual Report of the District (on or before April 1)
Current Fiscal Year

1. Activities & improvements in the current fiscal year
2. Budget detailing actual and projected expenses and assessments received

New Fiscal Year

1. Activities & improvements proposed for ensuing fiscal year
2. Proposed anticipated Assessment revenue
3. Other info required by 1994 Law
4. Proposed budget for ensuing fiscal year

City Council approval of the budget is required.

Financial Report from Previous Fiscal Year (September 15)

Detailed Quarterly Reports of Activities & Improvements

- Quarter Ending Sep 30 (*Oct 31*)
- Quarter Ending Dec 31 (*Jan 31*)
- Quarter Ending Mar 31 (*Apr 30*)
- Full FY Ending Report (*Jul 31*)

Attached is the FY 2021-22 Partners' Annual Report. The purpose of this agenda item is to review the annual report received. The annual report includes the following documents:

- FY 2021/22 Annual Report (prepared on November 15, 2021),
- Expenditures on Behalf of the City of El Cajon,
- List of Major Improvements, and
- Audited Financial Statements (June 30, 2021).

During the presentation of the agenda item, staff will present an overview of the Annual Report, including revenue received, expenditures made, and activities of the Partners. The following is an overview of the Partners' revenues and expenditures in Fiscal Year 2020/21:

Revenue

Assessments	\$724,390
Miscellaneous	9,061
TOTAL	\$733,451

Expenditures

Contracted Services	
Miscellaneous	\$65,596
Clean & Safe	63,696
Security (non-events)	59,707
Office Support	36,000
Car Show	19,391
Christmas Tree Security	14,700
Concerts	11,594
Supplies & Office Expenses	17,316
Marketing	16,000
Insurance & Licensing	13,225
Miscellaneous	9,486
Equipment Rental	9,376
Rent (Office)	9,000
TOTAL	\$345,087

Prepared By: Graham Mitchell, City Manager

Reviewed By: N/A

Approved By: N/A

Attachments

Downtown Partners Annual Report (FY 2021-22)

Downtown Partners Financial Statements (FY 2020-21)

Management Agreement (Downtown Partners & City of El Cajon)

Downtown El Cajon Business Partners Inc. dba;



Prepared by:

John Collins Bookkeeper
270 E. Douglas Ave, El Cajon, California 92020
November 15, 2021

Introduction

Fiscal 2021/22 PBID Improvements and Activities Plan

El Cajon PBID Management District Plan

As determined by the Downtown El Cajon Business Partners Management Plan for the existing district, the top priorities for improvements and activities within the El Cajon PBID are Environmental and Economic Enhancements. Based upon this finding, the following improvements and activities were performed and provided in the current fiscal year.

All of the services and activities detailed below are provided only within the boundaries of the PBID and provide special benefit to the properties in the boundary area (see attachment A: PBID Boundary Map). All benefits derived from the assessments outlined in this Management District Plan go only for services directly benefiting the properties in the PBID to increase commerce and fulfill the goals and objectives of the PBID.

ENVIRONMENTAL ENHANCEMENTS

Clean and Safe: These services continue to be the top priority of the stakeholders. The Downtown El Cajon Business Partners has initiated an excellent program that provides a clean environment but also eliminates graffiti and manages the homeless and transient populations.

The 2021/22 Plan for Clean and Safe;

Deployment and Visibility of Staff

We have developed and deployed a team that cleans Monday through Friday throughout the district. The clean team has an ambassador that is also responsible for identifying homeless, graffiti and safety issues in that district and either responds directly or reports to the graffiti contractor or the police department for resolution of the issue.

District split into premium and standard zones will remain the same

The downtown core (the Premium Zone), those parcels fronting Main and Magnolia are receiving more intense and frequent service delivery where the demand is greater. The remaining parcels in the district (the Standard Zone) do not require the same level of service intensity and frequency as the downtown core.

Deploy Security Ambassadors

The management plan recommended that Ambassadors should also act as security escorts for visitors and stakeholders. Due to the extent of the of the homeless issue that we encountered we found that interacting in a significant way with the El Cajon Police Department was the best way to provide the highest level of security to our district. This program has resulted in a safer and more secure Downtown area and garnered a high level of cooperation and proactivity to the benefit of the district. We have also incorporated private security patrol seven nights a week from 10pm until 6am.

Promotion of Services – Equipment, shirts, vests and collateral material promote the Clean and Safe program currently. We will continue to send regular email communications to stakeholders promoting accomplishments and activities, once we have created a comprehensive email data base.

Beautification: Through the Clean & Safe Program, Downtown El Cajon Business Partner has improved the aesthetics of the downtown area by reducing graffiti, cleaning streets, and working effectively with law enforcement to reduce the public nuisance. We have also installed stringer lights to improve the night time aesthetics of the Downtown area. During the holidays we install wreaths that hang from the light poles.

ECONOMIC ENHANCEMENTS

A comprehensive economic development program is included as a key component of the downtown PBID, to proactively work on filling office and retail vacancies with targeted businesses, combat the challenges associated with a prolonged economic downturn, compete with other commercial districts, and bring more visitors and shoppers to Downtown El Cajon.

Business Retention and Recruitment: The PBID will provide on an as-needed basis services for locating open office spaces or buildings for new businesses to lease or purchase and assistance with dealing with the City of El Cajon.

Special Events: The Special Events budget is reserved for opportunities to continue providing existing events downtown, (e.g. the Cajon Classic Cruise or Dinner & a Concert, Holiday Lights on Main), or to contribute to additional events like HauntFest on Main, America on Main, Mother Goose Parade. These special events improve commerce by drawing people downtown and introducing them to opportunities to dine, shop, or engage in commerce.

Leadership and Policy: The PBID will provide advocacy for Downtown business interests and will help the business community to speak with one clear voice. The PBID Management Plan offers flexibility to develop programs and policies to improve the overall quality of life and economic and cultural vitality of Downtown El Cajon.

MANAGEMENT

We have hired promoter contractors for both the Cajon Classic Cruise and Concerts on the Promenade. We also use a contractor to administer the Clean and Safe program. Our managers spend a significant portion of their time producing events and also double as staff members not only managing the work but also creating, developing and monitoring the programs they manage. This minimizes administrative hours and ensures the lowest admin expense possible. The management team is responsible for providing the day-to-day operations of the PBID. PBID funds may be used to leverage additional monies from sponsorships, contracts, grants and earned income. Additional administrative costs will include; accounting and annual financial audit, insurance, program support costs including supplies, equipment and rent, County PBID assessment collection fee, estimated at 1% of assessments, and other administration costs associated with the overhead and administrative support of programs.

A 10% reserve fund is also budgeted to provide a contingency for unforeseen program needs and to provide a cushion for assessment delinquencies.

2020/21 Actual Expenses:

*****Please note: 2020/21 Actual expenses for Environmental and Economic enhancements were low this year due to COVID-19 restrictions.*****

Services	Expense
Environmental Enhancements	\$ 186,799
Economic Enhancements	\$ 101,432
Management	\$ 55,150
TOTAL Expenses	\$ 343,381

2021/22 Budget

For fiscal 2021/22 there will be no increase in the PBID assessment as allowed in the Downtown Management Plan. The services and allocations are outlined below.

Services	Budget
Environmental Enhancements	\$250,000
Economic Enhancements	\$245,000
Management	\$60,000
Reserves	\$10,000
TOTAL BUDGET	\$565,000

Assessments: 2021/22 Annual assessments are calculated based upon each property's special benefit received from the identified services and activities and their relative cost. The assessments are based on lot square footage plus building square footage and whether they are in the Premium or Standard Zone. Properties with residential or non-profit ownership and uses will pay an adjusted rate. These parcels benefit fully from the Environmental Enhancements but not from the Economic Enhancements. The assessment rates per foot for 2021/22 are as follows:

Annual Assessments:	Assmt per SQ Foot
<u>Premium Zone:</u>	
Commercial/Govt	\$0.084
Residential/Non-Profits	\$0.054
<u>Standard Zone:</u>	
Commercial/Govt	\$0.067
Residential/Non-Profits	\$0.043

Collection: Assessments appear as a separate line item on the annual County of San Diego Property Tax bills and either paid in one lump sum or in two equal installments. As part of the collection process, the County retains 1% of the assessment funds and the remaining 99% will be distributed to the PBID to provide services.

City Services: The City Council, by accepting this report, confirms its intention to ensure existing level of services in the district equivalent to the level that is being provided elsewhere in the City.

**DOWNTOWN EL CAJON PBID
DATABASE FOR FY2021-22**

APN	Site Address	Assmt Code	Benefit Zone	Assessment
488 111 33 00		Govt	1	\$645.86
487 321 12 00		Govt	2	\$528.48
487 121 76 00	*no Site Address*	Utility	2	\$4680.93
488 233 47 00	*no Site Address*	Utility	2	\$4166.54
487 321 31 00	*no Site Address*	Comm	2	\$707.70
488 072 45 00	100 Civic Center Way	Govt	2	\$24899.84
488 152 45 00	100 W Douglas Ave	Res	2	\$126.24
487 121 50 00	1002 W Main St	Comm	2	\$1988.94
488 191 01 00	101 E Main St	NP	1	\$1036.09
487 301 25 00	101 Richfield Ave	Comm	2	\$883.54
488 152 38 00	102 W Douglas Ave	Res	2	\$126.60
488 083 26 00	102-110 E Main St	Comm	1	\$1031.22
487 281 32 00	1033 W Main St	Comm	2	\$620.75
487 281 33 00	1033 W Main St	Comm	2	\$283.75
487 301 30 00	104 Richardson Ave	Comm	2	\$758.04
488 152 44 00	104 W Douglas Ave	Res	2	\$121.69
488 152 37 00	106 W Douglas Ave	Res	2	\$121.69
488 152 43 00	108 W Douglas Ave	Res	2	\$121.69
488 200 45 00	109 E Lexington Ave	Comm	2	\$923.04
487 121 41 00	1090 W Main St	Comm	2	\$1543.46
488 083 02 00	109-111 Rea Ave	Comm	1	\$741.23
487 281 28 00	1099 W Main St	Comm	2	\$1047.40
487 192 56 00	110 N Magnolia Ave	Comm	1	\$2609.31
488 152 36 00	110 W Douglas Ave	Res	2	\$121.69
483 330 32 00	112 E Madison Ave	Comm	2	\$652.36
488 152 42 00	112 W Douglas Ave	Res	2	\$121.69
487 262 09 00	1133 W Main St	Govt	2	\$1246.09
488 152 35 00	114 W Douglas Ave	Res	2	\$121.69
488 083 03 00	115 Rea Ave	Govt	2	\$536.24
488 191 02 00	115-117 E Main St	Comm	1	\$1112.69
488 152 41 00	116 W Douglas Ave	Res	2	\$121.69
488 083 09 00	116-118 E Main St	Comm	1	\$884.63
488 152 34 00	118 W Douglas Ave	Res	2	\$121.69
488 083 01 00	119-123 N Magnolia Ave	Comm	1	\$922.54
488 172 20 00	119-137 W Lexington Ave	Comm	2	\$1271.23

488 083 08 00	120 E Main St	Comm	1	\$358.06
488 152 40 00	120 W Douglas Ave	Res	2	\$121.69
488 072 44 00	120-128 Rea Ave	Comm	2	\$173.63
488 162 13 00	120-180 W Lexington Ave	Comm	2	\$673.13
488 152 33 00	122 W Douglas Ave	Res	2	\$121.69
488 191 03 00	123 E Main St	Comm	1	\$507.86
488 083 11 00	124 E Main St	Comm	1	\$358.06
488 152 39 00	124 W Douglas Ave	Res	2	\$126.60
487 192 55 00	124 W Main St #240	Comm	1	\$3469.41
488 152 32 00	126 W Douglas Ave	Res	2	\$126.60
483 330 33 00	126-128 E Madison Ave	Comm	2	\$530.10
488 200 02 00	127 E Lexington Ave	Comm	2	\$765.66
487 331 04 00	127 Van Houten Ave	Comm	2	\$251.06
488 152 31 00	128 W Douglas Ave	Res	2	\$126.60
488 083 12 00	130 E Main St	Comm	1	\$716.13
488 112 25 00	130 Roanoke Rd	Res	2	\$390.82
488 152 24 00	130 W Douglas Ave	Res	2	\$124.84
488 232 28 00	131 Avocado Ave	NP	2	\$532.88
488 191 04 00	131 E Main St	Comm	1	\$4786.57
488 191 09 00	131 N Magnolia Ave	NP	1	\$439.88
488 083 05 00	131 Rea Ave	Comm	2	\$572.90
488 152 30 00	132 W Douglas Ave	Res	2	\$121.69
488 151 21 00	132-144 S Orange Ave	Comm	2	\$1106.30
488 152 47 00	133 W Main St	Comm	1	\$3432.42
488 152 23 00	134 W Douglas Ave	Res	2	\$121.69
488 152 29 00	136 W Douglas Ave	Res	2	\$121.69
488 152 22 00	138 W Douglas Ave	Res	2	\$121.74
488 083 13 00	140 E Main St	Comm	1	\$716.13
488 152 28 00	140 W Douglas Ave	Res	2	\$121.69
487 172 70 00	140 W Park Ave #152	Comm	2	\$1786.71
488 152 21 00	142 W Douglas Ave	Res	2	\$121.74
488 191 05 00	143 E Main St	Comm	1	\$1196.94
488 152 27 00	144 W Douglas Ave	Res	2	\$121.69
488 083 36 00	144-148 E Main St	Comm	1	\$648.72
488 200 01 00	145 E Lexington Ave	Comm	2	\$744.09
488 191 15 00	145 S Magnolia Ave	NP	1	\$97.80
488 191 06 00	145-155 E Main St	Comm	1	\$879.32
488 111 14 00	146 Ballantyne St	Comm	1	\$562.29
488 152 20 00	146 W Douglas Ave	Res	2	\$121.74
488 191 16 00	147 S Magnolia Ave	NP	1	\$665.37
488 072 43 00	148 Rea Ave	Comm	2	\$5578.29
488 151 14 00	148 S Orange Ave	Comm	2	\$842.50
488 152 26 00	148 W Douglas Ave	Res	2	\$121.69

488 083 27 00	149 Rea Ave	Govt	2	\$1467.97
488 152 19 00	150 W Douglas Ave	Res	2	\$121.74
482 301 05 00	150 W Madison Ave	Comm	2	\$2196.09
488 231 17 00	151 Claydelle Ave	Comm	2	\$2224.20
488 231 18 00	151 Claydelle Ave	Comm	2	\$1213.20
488 231 19 00	151 Claydelle Ave	Comm	2	\$1213.20
488 151 12 00	151 S Sunshine Ave	Comm	2	\$1382.78
487 331 05 00	151 Van Houten Ave	Comm	2	\$3402.08
488 152 25 00	152 W Douglas Ave	Res	2	\$126.56
488 152 18 00	154 W Douglas Ave	Res	2	\$126.63
488 152 48 00	155 Main St	Comm	1	\$360.51
488 083 15 00	156 E Main St	Govt	1	\$183.49
488 083 16 00	156 E Main St	Govt	1	\$183.49
488 083 17 00	158 E Main St	Comm	1	\$682.43
488 191 07 00	161 E Main St	Comm	1	\$1378.08
487 172 27 00	164-168 W Park Ave	Comm	2	\$1244.40
488 191 08 00	165-169 E Main St	Comm	1	\$1473.36
487 262 04 00	166 S Marshall Ave	Govt	2	\$3435.04
488 010 23 00	166 Wells Ave	Comm	2	\$603.50
488 083 18 00	168 E Main St	Comm	1	\$379.12
488 010 13 00	172 Wells Ave	Res	2	\$487.47
488 083 19 00	172-174 E Main St	Comm	1	\$633.56
488 172 01 00	175 W Lexington Ave	Comm	2	\$966.24
488 152 49 00	175 W Main St	Comm	1	\$812.08
488 083 20 00	176-178 E Main St	Comm	1	\$591.44
488 083 24 00	181 Rea Ave	Comm	2	\$1144.79
488 083 21 00	182 E Main St	Comm	1	\$1348.00
482 302 06 00	185 W Madison Ave	Comm	2	\$1351.43
488 083 22 00	188 E Main St	Comm	1	\$454.95
488 191 14 00	190 E Douglas Ave	NP	2	\$1877.54
487 192 48 00	190 N Magnolia Ave	Comm	1	\$2637.61
488 083 23 00	194 E Main St	Comm	1	\$655.04
487 192 54 00	194 W Main St	Comm	1	\$2458.84
487 192 47 00	198 W Main St	Comm	1	\$27274.49
488 162 17 00	200 Magnolia Ave	Govt	1	\$3389.71
487 331 19 00	200-210 Van Houten Ave	Comm	2	\$1638.57
488 192 08 00	201 E Douglas Ave	Govt	1	\$5211.29
488 211 21 00	201 E Main St	Govt	2	\$1027.58
488 231 10 00	205 Claydelle Ave	Comm	2	\$1060.97
488 151 05 00	205 W Main St	Comm	1	\$602.39
488 161 17 00	208 W Lexington Ave	NP	2	\$587.36
488 231 12 00	211 Claydelle Ave	NP	2	\$587.04
488 171 16 00	215 W Lexington Ave	Comm	2	\$915.29

488 231 24 00	220 Avocado Ave	Res	2	\$613.64
487 192 50 00	220 W Main St	Comm	1	\$2995.00
488 211 07 00	221-225 E Main St	Comm	1	\$1120.77
482 301 09 00	222 W Madison Ave	Comm	2	\$1605.19
488 151 16 00	224 W Douglas Ave	Comm	2	\$532.46
487 171 50 00	225 W Madison Ave	Comm	2	\$5689.09
488 231 25 00	226 Avocado Ave	Comm	2	\$871.48
488 161 02 00	227-231 W Douglas Ave	Comm	2	\$378.11
488 211 06 00	229 E Main St	Comm	1	\$535.07
488 211 22 00	230 Douglas St	Govt	2	\$1732.18
488 231 23 00	230-292 Avocado Ave	Comm	2	\$6045.50
488 151 20 00	231 W Main St	Comm	1	\$2121.16
488 151 18 00	231 W Main St	Comm	1	\$721.09
487 173 37 00	234 N Magnolia Ave	Comm	1	\$2070.61
488 222 01 00	235 E Lexington Ave	Comm	2	\$951.61
488 211 05 00	237 E Main St	Comm	1	\$1965.47
488 151 02 00	237 W Main St	Comm	1	\$593.96
488 162 18 00	240 S Magnolia Ave	Comm	1	\$1637.31
488 211 04 00	245 E Main St	Comm	1	\$1276.14
488 211 15 00	250 E Douglas Ave	Comm	2	\$760.34
488 211 03 00	251 E Main St	Comm	1	\$319.23
488 161 01 00	255 W Douglas Ave	Comm	2	\$567.04
488 151 15 00	260 W Douglas Ave	Comm	2	\$623.45
488 211 01 00	261 E Main St	Comm	1	\$2005.66
488 211 02 00	261 E Main St	Comm	1	\$592.95
488 162 16 00	266 S Magnolia Ave	Comm	1	\$1661.75
488 221 31 00	269 E Lexington Ave	Comm	2	\$917.78
488 211 20 00	270 E Douglas Ave	Comm	2	\$1620.16
488 212 17 07	275 E Douglas Ave #101	Comm	2	\$161.69
488 212 17 08	275 E Douglas Ave #102	Comm	2	\$145.52
488 212 17 09	275 E Douglas Ave #103	Comm	2	\$247.35
488 212 17 14	275 E Douglas Ave #104	Comm	2	\$118.15
488 212 17 13	275 E Douglas Ave #105	Comm	2	\$159.60
488 212 17 10	275 E Douglas Ave #106	Comm	2	\$136.89
488 212 17 11	275 E Douglas Ave #107	Comm	2	\$145.52
488 212 17 12	275 E Douglas Ave #108	Comm	2	\$214.73
488 212 17 01	275 E Douglas Ave #109	Comm	2	\$134.80
488 212 17 02	275 E Douglas Ave #110	Comm	2	\$145.52
488 212 17 03	275 E Douglas Ave #111	Comm	2	\$136.89
488 212 17 16	275 E Douglas Ave #112	Comm	2	\$159.60
488 212 17 15	275 E Douglas Ave #113	Comm	2	\$118.15
488 212 17 04	275 E Douglas Ave #114	Comm	2	\$247.35
488 212 17 05	275 E Douglas Ave #115	Comm	2	\$145.52

488 212 17 06	275 E Douglas Ave #116	Comm	2	\$156.23
482 283 05 00	275 W Madison Ave	Comm	2	\$1609.04
488 221 32 00	277 E Lexington Ave	Comm	2	\$579.64
488 211 18 00	290 E Douglas Ave	Comm	2	\$703.52
488 162 15 00	290 S Magnolia Ave	Comm	1	\$1525.50
488 221 33 00	291 E Lexington Ave	Comm	2	\$852.48
488 151 17 00	291 W Main St	Comm	1	\$698.86
487 341 04 00	300-350 W Douglas Ave	Comm	2	\$1321.58
488 040 08 00	301 N Magnolia Ave	Comm	1	\$4880.26
487 341 05 00	301-345 W Main St	Comm	1	\$4676.38
488 231 22 00	303-305 E Main St	Comm	1	\$1239.23
488 111 06 00	306-312 Ballantyne St	Comm	2	\$599.73
488 221 30 00	309 Prescott Ave	NP	2	\$1362.90
488 222 21 00	311 Highland Ave	NP	2	\$2643.64
487 192 52 00	312 W Main St	Comm	1	\$3414.23
488 172 18 00	314 S Magnolia Ave	Comm	2	\$364.29
488 040 11 00	315-327 N Magnolia Ave	Comm	2	\$8429.04
488 231 03 00	321 E Main St	Comm	1	\$669.28
487 331 09 00	321-325 Van Houten Ave	Comm	2	\$1733.33
488 231 04 00	323 E Main St	Comm	1	\$265.72
487 172 67 00	326 N Magnolia Ave	Govt	1	\$1489.96
488 231 05 00	327-333 E Main St	Comm	1	\$863.56
487 172 75 00	330-360 N Magnolia Ave	Comm	1	\$3276.82
487 351 13 00	333 W Lexington Ave	Comm	2	\$624.26
482 283 06 00	337 W Madison Ave	Comm	2	\$1235.71
487 351 18 00	338 W Lexington Ave #214b	Comm	2	\$1851.27
488 241 41 00	343 E Lexington Ave	Comm	2	\$1938.55
488 231 26 00	343 E Main St	Comm	1	\$1301.41
488 040 14 00	345 Wells Ave	NP	1	\$4022.78
487 331 01 00	351 W Main St	Comm	1	\$880.16
488 040 02 00	353 E Park Ave	Comm	2	\$1455.71
482 283 09 00	359 W Madison Ave	Comm	2	\$1363.24
487 331 08 00	360 W Lexington Ave	Comm	2	\$569.73
488 040 13 00	367-389 N Magnolia	NP	2	\$7097.30
487 172 22 00	374 N Magnolia Ave	Comm	1	\$2806.79
482 283 08 00	375 W Madison Ave	Comm	2	\$1036.67
488 111 24 00	388 E Main St	Comm	1	\$1110.83
487 192 53 00	390 W Main St	Comm	1	\$6251.17
487 331 02 00	393 W Main St	Comm	1	\$836.18
487 172 49 00	396 N Magnolia Ave	Comm	1	\$2693.73
487 273 06 00	398 S Marshall Ave	Govt	2	\$4873.62
488 040 07 00	399 N Magnolia Ave	Comm	1	\$3038.30
487 331 35 00	401 W Main St	Comm	1	\$3526.62

488 010 24 00	405 N Magnolia Ave	Comm	1	\$1578.85
482 282 03 00	407 W Madison Ave	Comm	2	\$308.35
488 112 67 00	410 E Main St	Comm	1	\$1285.23
487 171 38 00	414 N Magnolia Ave	NP	1	\$2621.26
488 232 31 00	421 E Main St	Comm	1	\$1204.77
488 112 19 00	422 E Main St	Comm	1	\$719.02
488 232 03 00	423-437 E Main St	Comm	1	\$1457.52
487 331 22 00	425 W Main St	Comm	1	\$3004.36
487 331 23 00	435 W Main St	Comm	1	\$854.37
487 331 30 00	437-447 W Douglas Ave	Comm	2	\$684.65
487 160 07 00	444 W Main St	Comm	1	\$3130.30
488 232 04 00	445 E Main St	Comm	1	\$737.86
487 331 29 00	449-469 W Douglas Ave	Comm	2	\$1301.22
487 331 25 00	450-482 W Douglas Ave	Comm	2	\$1585.05
488 010 25 00	451-455 N Magnolia Ave	Comm	1	\$3472.27
487 171 37 00	456 N Magnolia Ave	Comm	1	\$4077.28
487 171 47 00	460 N Magnolia Ave	Comm	1	\$2199.77
488 010 38 00	461 N Magnolia Ave	Comm	1	\$2283.35
488 010 27 00	463-467 N Magnolia Ave	Comm	1	\$2004.31
487 160 04 00	464 W Main St	Comm	1	\$4636.86
488 010 40 00	471 N Magnolia Ave	Comm	1	\$4098.60
488 010 36 00	475 N Magnolia Ave	Comm	1	\$2332.80
487 160 05 00	476 W Main St	Comm	1	\$1190.11
482 302 02 00	480 N Magnolia Ave	Comm	1	\$2207.68
488 112 20 00	484-490 E Main St	Comm	1	\$815.57
487 331 24 00	489 W Main St	Comm	1	\$1630.49
482 302 01 00	490 N Magnolia Ave	Comm	1	\$2508.71
488 112 21 00	502 E Main St	Comm	1	\$1825.59
483 330 31 00	515 N Magnolia Ave	Comm	1	\$1693.26
488 112 22 00	518-536 E Main St	Comm	1	\$3100.99
488 112 43 00	522 E Main St	Res	2	\$1299.74
488 233 01 00	525 E Main St	Comm	1	\$4471.82
483 330 34 00	531-565 N Magnolia Ave	Comm	1	\$2204.15
487 321 29 00	533 W Main St	Comm	2	\$761.62
488 233 02 00	533-545 E Main St	Comm	1	\$1541.78
487 321 30 00	537 W Main St	Comm	2	\$606.60
482 301 10 00	550 Montrose Ct	Comm	2	\$12013.70
488 112 23 00	550-554 E Main St	Comm	1	\$1519.13
487 321 11 00	553-557 W Main St	Comm	2	\$626.82
482 301 11 00	555 Montrose Ct	Comm	2	\$4996.77
488 233 03 00	555 W Main St	Comm	1	\$518.14
487 122 40 00	556 W Main St	Comm	2	\$10062.34
488 112 24 00	562-566 E Main St	Comm	1	\$975.99

488 233 04 00	575 E Main St	Comm	1	\$730.62
487 321 33 00	601-607 W Main St	Comm	2	\$2829.25
487 321 34 00	613 W Main St	Comm	2	\$3180.27
488 113 10 00	620 E Main St	Comm	1	\$1899.92
487 321 27 00	623 W Main St	Comm	2	\$3145.83
488 233 05 00	665-669 E Main St	Comm	1	\$686.64
488 233 06 00	677 E Main St	Comm	1	\$627.50
488 233 08 00	689 E Main St	Comm	1	\$605.75
487 122 49 00	698 W Main St	NP	2	\$4460.87
487 122 48 00	698 W Main St	NP	2	\$4323.15
487 302 29 00	701 W Main St	Comm	2	\$1592.05
487 302 31 00	737-747 W Main St	Comm	2	\$2628.47
487 301 27 00	813 W Main St	Comm	2	\$444.03
487 301 26 00	821 W Main St	Comm	2	\$612.66
487 282 33 00	905 W Main St	Comm	2	\$803.68
487 282 32 00	907 W Main St	Comm	2	\$314.09
487 282 29 00	925 W Main St	Comm	2	\$428.67
487 282 27 00	935 W Main St	Comm	2	\$404.26
487 282 31 00	939 W Main St	Comm	2	\$283.75
488 232 29 00	Avocado Ave	Res	2	\$212.91
488 111 34 00	Ballantyne St	Comm	1	\$2055.19
488 191 11 00	Douglas Ave	Comm	2	\$1072.33
488 191 12 00	Douglas Ave	Comm	2	\$536.17
488 191 13 00	Douglas Ave	Comm	2	\$536.17
488 212 20 00	Douglas Ave	Govt	2	\$469.77
487 331 26 00	Douglas St	Comm	2	\$1132.32
488 192 09 00	E Douglas St	Govt	1	\$14151.72
488 212 22 00	E Douglas St	Govt	2	\$2671.74
488 111 30 00	E Main St	Govt	1	\$19088.00
488 111 28 00	E Main St	Govt	1	\$8210.08
488 212 19 00	Lexington Ave	Govt	2	\$528.48
488 111 32 00	Magnolia Ave N	Govt	1	\$23123.16
488 111 31 00	Magnolia Ave N	Govt	1	\$10361.93
488 072 38 00	Magnolia Ave N	Govt	1	\$4051.58
482 301 03 00	Magnolia Ave N	Comm	1	\$2458.84
482 301 06 00	Magnolia Ave N	Comm	1	\$2201.95
483 330 22 00	Magnolia Ave N	Comm	1	\$2112.40
487 121 24 00	Main St	Utility	2	\$9388.41
487 121 92 00	Main St	Utility	2	\$4726.90
487 121 25 00	Main St	Utility	2	\$2378.14
487 341 01 00	Main St	Comm	1	\$626.49
488 233 53 00	Main St	Comm	2	\$381.62
488 233 07 00	Main St E	Comm	1	\$518.14

487 331 03 00	Main St W	Comm	1	\$823.45
487 282 28 00	Main St W	Res	2	\$184.43
488 083 04 00	Rea Ave	Comm	2	\$337.00
487 192 51 00	Sunshine Ave N	Comm	1	\$1513.13
487 342 06 00	Sunshine St S	Comm	2	\$2730.44
488 233 51 00	Taft Ave	Comm	2	\$2994.64
488 152 50 00	W Main St	Comm	1	\$1981.73
487 281 31 00	W Main St	Comm	2	\$327.56
Total				\$566,021.05

PBID EXPENDITURES ON BEHALF OF THE CITY OF EL CAJON

RECEIVED FROM CITY IN DIRECT REVENUE \$80,963

AMERICA ON MAIN

\$25000 TO CITY

\$5000 FOR ENTERTAINMENT ON THE PROMENADE STAGE

HAUNTFEST

\$20000 TO CITY

\$5000 ENTERTAINMENT ON PROMENADE STAGE

\$5500 CANDY

MOTHER GOOSE

\$10000 TO PARADE

CAR SHOW AND CONCERT PERMITS AND INSURANCE

\$9938

TOTAL

\$80438

MAJOR IMPROVEMENTS

CHRISTMAS TREE

LIGHTED WREATHS

FESTIVAL LIGHTING ON MAIN ST AND PROMENADE, PLUS

LIGHT CHANGES FOUR TIMES A YEAR

PERMANENT PROMENADE STAGE

DOWNTOWN EL CAJON BUSINESS
PARTNERS, INC.

FINANCIAL STATEMENTS

JUNE 30, 2021

(AUDITED)



CASHUK, WISEMAN, GOLDBERG, BIRNBAUM, & SALEM, LLP
Certified Public Accountants

DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
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PARTNERS

Richard A. Goldberg, CPA
Wes L. Salem, CPA
Ma. Lolita Cremat, CPA
Michael Selamet Kwee, CPA



Certified Public Accountants



OFFICE MANAGER

Tanya Davis

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Downtown El Cajon Business Partners, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Downtown El Cajon Business Partners, Inc. (a California nonprofit organization), which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Downtown El Cajon Business Partners, Inc. as of June 30, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Downtown El Cajon Business Partners, Inc. 2020 financial statements, and we expressed an unmodified opinion on those statements in our report dated November 13, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Cashuk, Wiseman, Koble, Birnbaum & Salem, LLP

CASHUK, WISEMAN, GOLDBERG, BIRNBAUM AND SALEM, LLP

San Diego, California
September 22, 2021

DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
STATEMENT OF FINANCIAL POSITION
June 30, 2021 with Comparative Totals for June 30, 2020

	2021			
	Without Donor Restrictions	With Donor Restrictions	Total	2020 Total
<u>ASSETS</u>				
CURRENT ASSETS				
Cash and Cash Equivalents (Note A)	\$ 688,524	\$ -	\$ 688,524	\$ 534,581
Accounts Receivable (Note A)	46,730	-	46,730	7,167
Prepaid Expenses	3,176	-	3,176	1,985
	738,430	-	738,430	543,733
PROPERTY AND EQUIPMENT				
Property and Equipment, net of accumulated depreciation of \$157,163 and \$143,391 in 2021 and 2020 (Notes A & C)	53,287	-	53,287	22,906
OTHER ASSETS				
Security Deposits	2,830	-	2,830	2,830
	\$ 794,547	\$ -	\$ 794,547	\$ 569,469
<u>LIABILITIES AND NET ASSETS</u>				
CURRENT LIABILITIES				
Accounts Payable and Accrued Expenses	\$ 18,137	\$ -	\$ 18,137	\$ 11,639
Accrued Recertification Fees (Note F)	27,800	-	27,800	22,800
	45,937	-	45,937	34,439
NET ASSETS				
Without Donor Restrictions (Note A)	748,610	-	748,610	535,030
With Donor Restrictions (Note A)	-	-	-	-
	748,610	-	748,610	535,030
	\$ 794,547	\$ -	\$ 794,547	\$ 569,469

The accompanying notes are an integral part of these financial statements.



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2021 with Comparative Totals for the Year Ended June 30, 2020

	2021			2020 Total
	Without Donor Restrictions	With Donor Restrictions	Total	
REVENUE AND OTHER SUPPORT				
Property Taxes	\$ 429,333	\$ -	\$ 429,333	\$ 432,038
In Lieu Payments	132,604	-	132,604	132,604
Event Sponsorship	2,500	-	2,500	12,850
Fundraisers and Other Event Revenues	4,761	-	4,761	10,829
TOTAL REVENUES AND OTHER SUPPORT	569,198	-	569,198	588,321
EXPENSES				
Program Services				
Economic Enhancements	109,470	-	109,470	187,751
Environmental Enhancements	168,882	-	168,882	157,865
Management Services	77,266	-	77,266	109,588
TOTAL EXPENSES	355,618	-	355,618	455,204
Release of restrictions on net assets with donor restrictions	-	-	-	-
INCREASE IN NET ASSETS	213,580	-	213,580	133,117
NET ASSETS - BEGINNING OF YEAR	535,030	-	535,030	401,913
NET ASSETS - END OF YEAR	<u>\$ 748,610</u>	<u>\$ -</u>	<u>\$ 748,610</u>	<u>\$ 535,030</u>

The accompanying notes are an integral part of these financial statements.



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2021 with Comparative Totals for the Year Ended June 30, 2020

	2021				2020 Total
	Program Services		Management Services	Total	
	Economic Enhancements	Environmental Enhancements			
EXPENSES					
Accounting	\$ -	\$ -	\$ 4,191	\$ 4,191	\$ 4,255
Advertising	-	-	-	-	1,155
Bad Debts	-	-	-	-	750
Bank Charges	-	-	197	197	110
Depreciation	2,665	9,160	1,947	13,772	26,181
Equipment Rental	1,581	3,837	3,958	9,376	9,696
Event Sponsorship	600	-	-	600	11,500
Insurance	4,765	-	2,856	7,621	3,949
Licenses and Fees	6,124	-	39	6,163	1,258
Marketing	10,057	-	5,944	16,001	11,072
Miscellaneous	-	-	-	-	32
Office	823	-	2,363	3,186	8,055
Outside Contract Services	74,511	154,876	36,000	265,387	348,249
Printing	166	-	178	344	395
Professional Services	-	-	3,886	3,886	1,471
Promotional	-	-	-	-	797
Recertification	-	-	5,000	5,000	5,000
Rent	-	-	9,000	9,000	9,000
Repair and Maintenance	-	-	-	-	69
Supplies	8,178	1,009	-	9,187	9,200
Telephone	-	-	1,707	1,707	3,010
TOTAL EXPENSES	<u>\$ 109,470</u>	<u>\$ 168,882</u>	<u>\$ 77,266</u>	<u>\$ 355,618</u>	<u>\$ 455,204</u>

The accompanying notes are an integral part of these financial statements.



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2021 with Comparative Totals for the Year Ended June 30, 2020

	2021			2020 Total
	Without Donor Restrictions	With Donor Restrictions	Total	
CASH FLOWS FROM OPERATING ACTIVITIES				
Increase (Decrease) in Net Assets	\$ 213,580	\$ -	\$ 213,580	\$ 133,117
Adjustments to Reconcile Net Income to Net Cash Provided(Used) by Operating Activities:				
Depreciation	13,772	-	13,772	26,181
Cash Provided(Used) by Changes in:				
Accounts Receivable	(39,563)	-	(39,563)	(4,536)
Prepaid Expenses	(1,191)	-	(1,191)	2,903
Accounts Payable & Accrued Expenses	6,498	-	6,498	3,525
Accrued Recertification Fees	5,000	-	5,000	5,000
CASH PROVIDED BY OPERATING ACTIVITIES	198,096	-	198,096	166,190
INVESTING ACTIVITIES				
Purchases of Property & Equipment	(44,153)	-	(44,153)	(2,090)
INCREASE IN CASH AND CASH EQUIVALENTS	153,943	-	153,943	164,100
Cash and Cash Equivalents at Beginning of Year	534,581	-	534,581	370,481
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 688,524</u>	<u>\$ -</u>	<u>\$ 688,524</u>	<u>\$ 534,581</u>

The accompanying notes are an integral part of these financial statements.



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2021

NOTE A-NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

1. Downtown El Cajon Business Partners, Inc. dba Downtown El Cajon Promenade District (“The District”) was incorporated under the laws of the State of California on May 16, 2011. The District has adopted a June 30 fiscal year end for reporting requirements. The District was established as a Property Based Improvement District (PBID) under Article XIII(d) of the State Constitution. The purpose of a PBID is to allow a group of real property owners to assess themselves additional property taxes that is to be used to provide specific benefits for the properties and businesses located within the assessment district.

The District is governed by a board of real property owners pursuant to Section 36650 and 36651 of the Streets and Highway Code of the State of California.

2. Downtown El Cajon Business Partners, Inc. is a California nonprofit public benefit organization whose purpose is to create awareness about the downtown El Cajon, California area and its associated businesses with enhanced services including:
 - a. Economic Enhancements to keep and attract jobs, investment and new businesses to downtown El Cajon.
 - b. Environmental Enhancements to visually improve downtown El Cajon and provide added security.

3. Financial Statement Presentation-The District reports information regarding its financial position and activities according to two classes of net assets; net assets without donor restrictions and net assets with donor restrictions.

Net Assets without Donor Restrictions-are part of the net assets that are not restricted by donor-imposed stipulations, and which are available, at the discretion of management and the Board of Directors for the District to utilize in any of its programs or supporting services.

Net Assets with Donor Restrictions-Net assets resulting from contributions and other inflows of assets whose use by the District is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the District pursuant to those stipulations. When such stipulations end or are fulfilled, such net assets with donor restrictions are reclassified to net assets with donor restrictions and reported in the statement of activities and changes in net assets. The District had no net assets with donor restrictions as of June 30, 2021.

4. Use of Estimates-The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from the estimates.



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2021

NOTE A-NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-CON'T:

5. Cash & Cash Equivalents for purposes of the statement of cash flows, include cash on hand, cash in checking and savings accounts with banks. All short-term debt securities with a maturity of three months or less are considered cash equivalents.
6. Accounts Receivable consisted primarily of amounts due from the City of El Cajon. Management determined that all receivables at year end are collectable. No allowance for doubtful accounts was considered necessary at June 30, 2021 and 2020.
7. Revenue Recognition-Property Taxes represent assessments levied against property owners located within the district to provide the special benefits described in Note A2. The assessments are based on the square footage of the building and lots. The tax rates assessed are determined by the location of the real property within the district and the presumed benefits received, with those real properties receiving a greater benefit being charged a higher tax rate. Property tax revenue is recognized in the fiscal year that taxes are levied, provided that the taxes are received within 60 days of the end of the fiscal year. Property taxes received 60 days after year end or later are not considered available as a resource for the current year operations of the district and therefore are not recorded as revenue until collected. For the years ended June 30, 2021 and 2020, all levied property taxes were received within 60 days of the fiscal year end.

In Lieu Property Tax Payments represent payments received from the City of El Cajon, the County of San Diego and other state and federal governmental agencies on real estate owned by these governmental bodies within the District and that are not normally assessed property taxes on properties owned. The District records as revenue in the fiscal year earned. Any payments received in advance are recorded as deferred revenue until earned.

Event Sponsorship represents revenues received from special event sponsors and are recognized when earned.

Fundraisers and Other Event revenues represent revenues received from fund raising and special events and are recognized when earned.

8. Concentration of Cash and Credit Risk-The District maintains deposits in financial institutions that at times may exceed the insured amount of \$250,000 provided by the U.S. Federal Deposit Insurance Corporation (FDIC). At year end, the District's uninsured cash balance totaled \$452,211.
9. Leases that meet the criteria for capitalization are classified as capital leases. As of yearend, there were no such leases. Leases that do not meet such criteria are classified as operating leases and related rentals are charged to expense (Note E).



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2021

NOTE A-NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-CON'T:

10. Property and Equipment are recorded at cost, or if donated, at approximate value at the date of the gift. The District's policy is to capitalize fixed asset purchases in excess of \$500. The straight line method of depreciation is followed for financial reporting purposes and for federal income tax purposes. Depreciation is provided in amounts sufficient to relate the cost of assets to operations over their estimated service lives or the lives of the respective leases, whichever is shorter. Maintenance and repairs are charged to expense. Gains and losses on dispositions are credited or charged to earnings as incurred. Depreciation is provided at rates based on the following estimated useful lives:

Furniture and Equipment	3-7 years
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Depreciation expense for the years ended June 30, 2021 and 2020 totaled \$13,772 and \$26,181, respectively.

11. Advertising Costs-The District follows the policy of charging the costs of advertising to expense as incurred. Advertising expenses were \$-0- and \$1,155 for the years ended June 30, 2021 and 2020, respectively.
12. Functional Allocation of Expenses-Costs to provide various activities and programs have been summarized on a functional basis in the statement of functional expenses. Direct costs are allocated to the activities that incurred the costs. General and other certain costs are allocated among the programs that received the benefits.
13. Contributed Services-During the year ended June 30, 2021, the value of contributed services meeting the requirements for recognition in the financial statements were not material and have not been recorded. In addition, many individuals volunteer their time and perform a variety of tasks that assist the district at its events, but these services do not meet the criteria for recognition as contributed services.
14. Fair Value of Financial Instruments-Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 820, "*Fair Value Measurements and Disclosures*", defines fair value as the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity.

Cash and Cash Equivalents, Accounts Receivable, Prepaid Expenses, Accounts Payable and Accrued Liabilities-The carrying amounts reported on the statement of financial position for these items are a reasonable estimate of fair value.



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
 NOTES TO THE FINANCIAL STATEMENTS
 June 30, 2021

NOTE B-INCOME TAXES:

The District is exempt from federal income taxes under Section 501(c)(6) of the Internal Revenue Code and state income taxes under Section 23701(d) of the California Revenue Taxation Code. Accordingly, no provision for income taxes has been made in the accompanying financial statements.

The District adopted the provisions of FASB ASC Topic 740-10, "Income Taxes" regarding accounting for uncertain income tax positions. Management is not aware of any tax positions that are more likely than no to change in the next 12 months, or that would sustain an examination by applicable taxing authorities.

The District recognizes penalties and interest arising from uncertain tax positions as incurred in the statement of activities, which totaled \$0 and \$0, during the years ended June 30, 2021 and 2020, respectively.

The federal and state income tax returns of the District are subject to examination by the IRS and state taxing authorities, generally for three years after they are filed.

NOTE C-PROPERTY AND EQUIPMENT:

At June 30, 2021 and 2020, the District had the following property and equipment:

	2021	2020
Furniture & Equipment	\$ 210,450	\$ 166,297
Accumulated Depreciation	(157,163)	(143,391)
Net Property & Equipment	\$ 53,287	\$ 22,906

NOTE D-SUBSEQUENT EVENT:

In preparing these financial statements, the District has evaluated events and transactions for potential recognition or disclosure through September 22, 2021, the date the financial statements were available to be issued. There were no subsequent events that requiring adjustments to and disclosures in the financial statements as of and for the year ended June 30, 2021.



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2021

NOTE E-COMMITMENTS AND CONTINGENCIES:

The District leases office facilities on a month-to-month basis. Rent expense for the year ended June 30, 2021 related to this arrangement totaled \$9,000. Additionally, the District leases office equipment, under a non-cancelable operating lease that expires in September 2021.

The future minimum lease payments are as follows:

Year ending June 30

2022	\$ <u>843</u>
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NOTE F-DISTRICT RECERTIFICATION/SIGNIFICANT EVENTS:

The El Cajon City Council adopted a resolution for the recertification of the El Cajon Property and Business Improvement District. The duration of the recertification is 10 years beginning on January 1, 2017. In five years, the Downtown El Cajon Business Partners and downtown property owners will undertake a review of the Management District Plan and PBID programs. Any new or increased assessments that are not consistent with the provisions of the current Management District Plan will require a new mail ballot process.

Management has estimated recertification costs to be as much as \$50,000, and is accruing \$5,000 per year toward these costs.

NOTE G-FAIR VALUE MEASUREMENTS:

FASB ASC Topic 820 specifies a hierarchy of valuation techniques based upon whether the inputs to those valuation techniques reflect assumptions other market participants would use based upon market data obtained from independent sources (observable inputs). In accordance with FASB ASC Topic 820, the following summarizes the fair value hierarchy:

Level 1 Inputs—Unadjusted quoted market prices for identical assets and liabilities in an active market that the Company has the ability to access.

Level 2 Inputs—Inputs other than the quoted prices in active markets that are observable either directly or indirectly.

Level 3 Inputs—Inputs based on prices or valuation techniques that are both unobservable and significant to the overall fair value measurements.



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2021

NOTE G-FAIR VALUE MEASUREMENTS-CON'T:

FASB ASC Topic 820 requires the use of observable market data, when available, in making fair value measurements. When inputs used to measure fair value fall within different levels of the hierarchy, the level within which the fair value measurement is categorized is based on the lowest level input that is significant to the fair value measurements. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

As of June 30, 2021, there were no assets and liabilities measured at fair value.

NOTE H-RETIREMENT PLAN:

The District currently does not sponsor a retirement plan or have any employees.

NOTE I-NET ASSETS WITHOUT DONOR RESTRICTIONS:

The District has several board policies that affect the presentation of board designations on net assets. As of June 30, 2021, the Board of Directors designated self-imposed restrictions on the use of net assets without donor restrictions for the district recertification (Note F) in the amounts of \$27,800.

NOTE J-LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS:

The following reflects Downtown El Cajon Business Partners, Inc. financial assets as of the balance sheet date, reduced by amounts not available for general use within one year of the balance sheet date because of donor or self-imposed restrictions.

Cash and Cash Equivalents	\$ 688,524
Accounts Receivable	<u>46,730</u>
Total Financial Assets	735,254
Subtract: Financial assets not available for general expenditures due to self-imposed restrictions.	<u>27,800</u>
Financial assets available to meet cash needs for general expenditures within one year.	<u>\$ 707,454</u>



**MANAGEMENT AGREEMENT BETWEEN THE CITY OF EL CAJON
AND THE DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
FOR THE OPERATION AND ADMINISTRATION OF THE
EL CAJON PROPERTY AND BUSINESS IMPROVEMENT DISTRICT**

This Agreement ("AGREEMENT") is made and entered into as of the date of execution by the City of El Cajon, a municipal corporation, hereinafter referred to as "CITY" and the Downtown El Cajon Business Partners, Inc., a California nonprofit, mutual benefit corporation, hereinafter referred to as "CORPORATION."

RECITALS

WHEREAS, pursuant to the Property and Business Improvement District Law of 1994 (the "1994 Law") commencing with Section 36600 of the California Streets and Highways Code, the City Council on June 14, 2011 established the El Cajon Property and Business Improvement District (hereinafter referred to as "District"); and

WHEREAS, the City Council has determined that management of the District is best served through a management agreement with a nonprofit organization; and

WHEREAS, on June 14, 2011, the El Cajon City Council adopted a Resolution reauthorizing the levying of assessments (the "Assessments") during Fiscal Year 2011-12 on certain properties and businesses within the District; and

WHEREAS, on December 13, 2011, the El Cajon City Council approved the incorporation documents for the establishment of the Downtown El Cajon Business Partners, Inc., as a non-profit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law.

WHEREAS, the CORPORATION has available personnel, resources and expertise to implement activities within the District which are permitted to be funded with proceeds of the Assessment; and

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CORPORATION agree as follows:

1.0 TERM OF THE AGREEMENT

1.1 **Initial Term.** The term of this AGREEMENT shall be effective beginning the day, month and year of the execution of this document by the CITY and shall continue until June 30, 2012, unless earlier terminated or renewed in accordance with this AGREEMENT.

1.2 **Automatic Renewal.** Approval by the City Council of the Annual Report (defined in Section 2, hereof), including the proposed District budget, for each subsequent fiscal year shall automatically renew this Agreement with respect to such fiscal year; unless, however, the City or

CORPORATION provides written notice to the other, at least thirty (30) calendar days prior to the approval of the Annual Report by the City Council, of its intent to terminate the Agreement, with or without cause, or for any reason, in which case the Agreement shall terminate as of the end of the fiscal year in which the notice is given.

1.3 **Termination.** The CITY may suspend or terminate this Agreement immediately upon each breach of Sections 16 (Prohibited Interest). In addition, the CITY or CORPORATION, upon at least twenty (20) business days prior written notice, may terminate this Agreement on the grounds of breach of the Agreement; provided that the termination shall be deemed withdrawn and the Agreement reinstated if the alleged breach is cured during the 20 business day period.

1.4 Within thirty (30) calendar days after the effective date of any termination, the CITY shall reimburse CORPORATION for work which has been performed as of the termination date or which is in progress and cannot prematurely be terminated by virtue of contractual commitments. Unexpended and unencumbered funds provided to CORPORATION by the CITY pursuant to this AGREEMENT and all tangible assets purchased wholly with such funds shall be immediately returned to the CITY. It is the intent of the CORPORATION not to purchase assets using a combination of funds derived from the Assessments and other resources available to CORPORATION (a "Mixed Purchase"). In the event, however, that any Mixed Purchase shall be made, the CORPORATION shall provide the CITY with prior notice of the Mixed Purchase, and the CITY and CORPORATION shall agree, prior to the Mixed Purchase, on how such asset shall be allocated in the event of a termination of this AGREEMENT.

2.0 SERVICES TO BE RENDERED; ANNUAL REPORT; AND BUDGET

2.1 CORPORATION shall use the funds provided by this AGREEMENT for marketing and promotions to increase shopping and dining in the downtown El Cajon area, and such other businesses located and operating within the boundaries of the District, as more specifically provided in this Section.

2.2 Pursuant to the 1994 Law, the CORPORATION shall organize, administer, operate and provide such activities, programs or events (the "Activities") and fund, finance, acquire, purchase, or construct such improvements (the "Improvements") within the boundaries of the District, solely and exclusively for the benefit of the assessed properties and businesses therein, as are set forth in the Annual Report of the District as approved by the City Council. A copy of the Annual Report is set forth in Exhibit "A" attached hereto and incorporated herein by reference. Any subsequent Annual Report approved by the City Council shall supersede the Annual Report submitted for the prior fiscal year.

2.3 Except as provided in Section 2.4 below, on or before April 30 of each calendar year the CORPORATION shall submit to the City Council, on a form approved by the CITY, an Annual Report setting forth the following:

2.3.1 Current Fiscal Year: (1) the Activities or Improvements performed by the CORPORATION during the current fiscal year; and (2) the budget for the District detailing actual and projected expenses incurred and Assessment revenues received.

2.3.2 New Fiscal Year: (1) the Activities or Improvements to be performed by the CORPORATION for the District during the ensuing fiscal year commencing on the following July 1st; (2) the proposed Assessment revenues anticipated for the ensuing fiscal year; (3) all other information required by the 1994 Law; and (4) the proposed budget for the District for the ensuing fiscal year listing the proposed expenditures and the amount designated for each proposed Activity or Improvement in such detail as may be required by the CITY.

2.3.3 Pursuant to the 1994 Law, the City Council may accept or modify the proposed Annual Report, including the budget. The CORPORATION agrees to carry out such Activities and Improvements as are contained in the Annual Report approved by the City Council, within the limitations set forth in the budget therein, in accordance with all applicable laws. The CORPORATION shall not spend any District funds except in accordance with the Annual Report approved by the City Council.

2.4 In any year when the CORPORATION proposes that the City Council increase the Assessment; expand the number of assessed businesses and properties; and/or modify the activities or improvements for the ensuing fiscal year, the Annual Report shall be submitted to the City on or before March 30 of the calendar year preceding the start of such ensuing fiscal year.

3.0 COLLECTION OF ASSESSMENTS.

3.1 The CITY has approved the levy of assessments for a period of five (5) years. The CORPORATION understands and agrees that any renewal of the levy of Assessments by the CITY beyond five (5) years must be first approved by a vote of the assesseees, and, notwithstanding such voter approval, shall be in the sole discretion of the City Council. No provision of this AGREEMENT shall be construed as a promise, warranty or agreement by the CITY to approve a renewal of a levy Assessments against properties or businesses in the District. The CITY shall have no liability to the CORPORATION for the CITY's decision to not levy Assessments or in connection with the amounts of any Assessments levied.

4.0 DISBURSEMENT OF FUNDS; ANNUAL AUDIT REQUIREMENT AND QUARTERLY REPORTS

4.1. So long as the CORPORATION is not in breach of this AGREEMENT, the CITY shall set aside and disburse all collected Assessments for Fiscal Year 2011-12 and each fiscal year thereafter on a monthly basis for funding the Activities and/or Improvements pursuant to this AGREEMENT; provided, however, that CITY may retain up to five thousand dollars (\$5,000) from the annual collected assessments for administration of the District, including but not limited to costs associated with conducting an agreed upon procedures review, as provided in this AGREEMENT. Disbursements shall be made in such manner as the parties representatives shall mutually agree upon in writing. The CORPORATION may expend any funds received pursuant to this Agreement only for the purposes authorized by the 1994 Law, and only in accordance with the Annual Report as approved by the CITY Council for the applicable fiscal year.

4.2 The CORPORATION shall establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards as approved by the CITY. The system shall detail all revenues and expenditures of the CORPORATION under this AGREEMENT and meet the minimum fiscal and internal control requirements as reasonably determined by the CITY. Within forty-five (45) calendar days after the end of the District's fiscal year, the CORPORATION shall submit to the CITY a financial report, of the District's revenues, expenditures and completed Activities and/or Improvements for the preceding fiscal year. The CITY, at its sole discretion, shall have an agreed upon procedures review conducted of the CORPORATION's financial records.

4.3 In addition to all other reports required by law or ordinance, the CORPORATION shall prepare and submit to the CITY detailed quarterly reports of all Activities and Improvements undertaken by the CORPORATION for the benefit of the District. Reports for each calendar quarter ending September 30, December 31 and March 31 shall be completed and submitted no later than October 31, January 31, and April 30, respectively, and a report for the full year ending June 30 shall be submitted no later than July 31. Each report shall identify, for each Activity or Improvement authorized in the Annual Report, the amount of costs or expenses incurred, the amount of Assessments received, and the estimated revenues and expenditures for the remainder of the year. These quarterly reports are separate from the Annual Report of the CORPORATION.

5.0 PROJECT COORDINATION.

5.1 The CITY's Assistant City Manager, or his or her designated representative, shall serve as the Contract Officer for the CITY and shall supervise and direct all actions to be performed by the CITY pursuant to this AGREEMENT.

5.2 The CORPORATION designates its President/Chairperson/Executive Director to be the contact person with regard to all actions to be taken on behalf of CORPORATION pursuant to this AGREEMENT.

6.0 LEGAL RESPONSIBILITIES.

6.1 The CORPORATION shall keep itself informed of all local, State and Federal laws, ordinances and regulations which in any manner affect those employed or contracted by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CORPORATION shall at all times observe and comply with all such laws, ordinances and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of CORPORATION to comply with this section.

6.2 The CORPORATION shall obtain all permits, licenses, or other approvals required by CITY or other local, State or federal agency prior to commencing any Activities or undertaking any Improvements on its own behalf or on behalf of the District.

7.0 RELEASE OF INFORMATION.

7.1 Except for such documents as are public records under the California Public Records Act, all information gained by CORPORATION in performance of this AGREEMENT shall be considered confidential and shall not be released by CORPORATION without the CITY's prior written authorization, which authorization will not be unreasonably withheld, delayed or conditioned. The CORPORATION, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager, which authorization will not be unreasonably withheld, delayed or conditioned, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the CITY unless such information is subject to disclosure under the California Public Records Act. Response to a subpoena or court order shall not be considered "voluntary". The CORPORATION hereby acknowledges that the 1994 Law provides that all records in the possession of the CORPORATION, which relate to the District, are subject to the California Public Records Act.

7.2 The CORPORATION shall promptly notify CITY should CORPORATION, its officers, employees, agents or contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or activities. The CITY retains the right, but has no obligation, to represent CORPORATION and/or be present at any deposition, hearing or similar proceeding. The CORPORATION agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery.

8.0 OWNERSHIP OF DOCUMENTS

8.1 All work products (i.e., plans, studies, sketches, drawings, reports, etc.) as herein required to be prepared by or for the CORPORATION and paid for by the Assessments are the sole and exclusive property of the CITY. CITY grants CORPORATION a license to use the work product during the term of this AGREEMENT including any renewals. The CORPORATION shall furnish the originals of these documents when requested by the CITY. In the event this Agreement is terminated, all work products produced by the CORPORATION or its agents, employees and contractors pursuant to this AGREEMENT will be delivered within five (5) business days to the CITY. The CORPORATION will have the right to make one (1) copy of the work product for CORPORATION's records.

9.0 PROPERTY ACQUIRED WITH PUBLIC FUNDS TO REMAIN THE PROPERTY OF THE CITY

9.1 The CITY shall be deemed the owner of and hold title to any property, whether real or personal in nature, acquired by the CORPORATION and reimbursed or paid for, in whole by the Assessments pursuant to this AGREEMENT ("City Property"). The CORPORATION shall maintain and keep accurate records, including evidence of title, and shall keep and maintain an inventory of all City Property. Upon termination of this AGREEMENT, the CORPORATION

shall immediately deliver evidence of title to the CITY for all City Property and shall arrange to have City Property delivered or disposed of in accordance with directions from the CITY. The CORPORATION shall not use any Assessments to acquire any real property or enter into any leasehold agreement without the express prior written approval of the CITY. The ownership of Mixed Purchase assets and how such assets shall be allocated in the event of a termination of this AGREEMENT shall be in accordance with Section 1.4.

10.0 TRADEMARKS AND COPYRIGHTS

10.1 So long as the CORPORATION is not in breach of this AGREEMENT, the CITY hereby agrees to license to the CORPORATION the CITY's financial interests derived from any trademarks assigned by the U.S. Patent Trademark Office for the sole and exclusive purpose of benefiting the District as approved by the City Council.

10.2 The CORPORATION agrees that all copyrights that arise from the trademark or any other service will be vested in the CITY and CORPORATION relinquishes all claims to the copyrights in favor of CITY.

11.0 COVENANTS AGAINST CERTAIN ACTIVITIES AND USES

11.1 The CORPORATION covenants, guarantees and warrants to CITY as follows:

(1) No Assessments shall be used in any manner, directly or indirectly, to pay, reimburse or offset any dues, application, membership or other fee of the CORPORATION, or other organization for or on behalf of any business or business owner.

(2) The CORPORATION shall use its best efforts in good faith to encourage the assessed businesses within the District to pay the Assessments when due, and CORPORATION shall not lobby for, support, encourage, advocate or represent any business seeking to defer or avoid payment of any Assessment.

(3) The CORPORATION shall not use Assessments, or claim reimbursement from Assessments, for any activities, costs or expenses for the purpose of or related to any lobbying activities with members of the El Cajon City Council or other officers of the CITY, whether or not on behalf of businesses within the District, or for any campaign activities or purposes related to any candidates for El Cajon Mayor or City Council or other elective office or any measures submitted to an election by the CITY or other public agency.

(4) The CORPORATION shall use its best efforts to assist and cooperate with CITY in certain activities, events, or other business promotional services, upon the written request of the City Manager of CITY.

12.0 STATUS OF CORPORATION

12.1 The CORPORATION shall perform the Activities and/or Improvements provided for in the Annual Report attached hereto and incorporated herein by reference in a manner of CORPORATION's own choice, as an independent contractor and in pursuit of CORPORATION's independent calling, and not as an employee of the CITY. The personnel performing the services under this AGREEMENT on behalf of the CORPORATION shall at all times be under the CORPORATION's exclusive direction and control. Neither the CITY nor any of its officers, employees, agents, or volunteers shall have control over the conduct of the CORPORATION or any of the CORPORATION's officers, employees, or agents except as set forth in this AGREEMENT.

12.2 The CORPORATION shall be under control of the CITY only as to the result of the work to be accomplished pursuant to the Annual Report approved by the City Council. The CORPORATION shall confer with the CITY at a mutually agreed frequency and inform the CITY of incremental work/progress.

12.3 The CORPORATION shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. The CORPORATION shall not incur or have the power to incur any debt, obligation or liability whatsoever on behalf of or against City, or bind the CITY in any manner.

12.4 Neither the CORPORATION nor CORPORATION's employees shall be entitled in any manner to any employment benefits from the CITY, including but not limited to employer paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of this AGREEMENT. It is the intent of the parties that neither CORPORATION nor its employees or contractors are to be considered employees of CITY, whether "common law" or otherwise, and CORPORATION shall indemnify, defend and hold CITY harmless from any such obligations on the part of its officers, employees and agents.

13.0 SUBCONTRACTING

13.1 If CORPORATION subcontracts any of the services to be performed pursuant to the Annual Report approved by the City Council, the CORPORATION will be fully responsible to the CITY for the acts and omissions of CORPORATION's subcontractor(s) and of the persons either directly or indirectly employed by the subcontractor(s), as CORPORATION is for the acts and omissions of persons directly employed or contracted by the CORPORATION. Nothing contained in this AGREEMENT will create any contractual relationship between any contractor or subcontractor of CORPORATION and CITY. The CORPORATION will be solely responsible for payment of contractors and subcontractors for services rendered. The CORPORATION will bind every contractor and subcontractor by the terms of this AGREEMENT applicable to CORPORATION's work unless specifically noted to the contrary in the contract or subcontract and preapproved in writing by the CITY Contract Officer.

14.0 ASSIGNMENT

14.1 The CORPORATION shall not assign this AGREEMENT, or any performance, right, obligation or part thereof, or any monies due hereunder, without the prior written consent of the CITY.

15.0 COVENANT AGAINST CONTINGENT FEES

15.1 The CORPORATION warrants that it has not employed or retained any company or person, other than a bona fide employee or independent contractor working for CORPORATION, to solicit or secure this AGREEMENT, and that CORPORATION has not paid or agreed to pay any company or person, other than a bona fide employee or independent contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to terminate this AGREEMENT without liability or, at the CITY's discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16.0 PROHIBITED INTEREST

16.1 No officer, or employee of the City of El Cajon shall have any financial interest, direct or indirect, in this AGREEMENT, the proceeds thereof, CORPORATION, or CORPORATION's subcontractors for this project, during his/her tenure with the CITY or for one year thereafter. The CORPORATION hereby warrants and represents to the CITY that no officer or employee of the CITY has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of CORPORATION or CORPORATION's subcontractors on this project. The CORPORATION further agrees to notify the CITY in the event any such interest is discovered whether or not such interest is prohibited by law or this AGREEMENT. Notwithstanding the provisions of this Section 16 CITY acknowledges that it shall have the exclusive right to appoint one member of the Board of Directors of CORPORATION and vote on the remaining Directors and such individual appointed by the CITY shall have a vote on all matters coming before the Board of Directors. Such actions shall not be deemed a prohibited interest.

17.0 CONFLICT OF INTEREST

17.1 The CITY will evaluate CORPORATION's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and CITY's Conflict of Interest Code is required of CORPORATION or any of CORPORATION's employees, agents or contractors. The level of disclosure categories shall be set by the CITY and shall reasonably relate to the Scope of Services provided by CORPORATION under this AGREEMENT. Should it be determined that disclosure is required pursuant to ATTACHMENT B - CONFLICT OF INTEREST DETERMINATION, the CORPORATION or CORPORATION's affected employees, agents, or contractors will complete and file with the City Clerk those schedules specified by CITY and contained in the Statement of Economic Interests Form 700.

18.0 INDEMNITY - HOLD HARMLESS

18.1 CORPORATION expressly warrants that the work to be performed pursuant to this AGREEMENT shall be performed in accordance with the Annual Report approved by the City Council. Where approval by the CITY or Contract Officer or other representative of the CITY is indicated, it is understood to be conceptual only and does not relieve the CORPORATION of responsibility for complying with all laws, codes and industry standards.

18.2 To the extent permitted by law, CORPORATION, through its duly authorized representative, agrees that CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "City Indemnitees") shall have no liability to CORPORATION or any other person for, and CORPORATION shall indemnify, protect and hold harmless City Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements (collectively "claims"), which City Indemnitees may suffer or incur or to which City Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss, incurred debt or otherwise occurring as a result of CORPORATION's negligent performance of any services under this AGREEMENT, or by the negligent or willful acts or omissions of CORPORATION, its agents, officers, directors or employees, committed in performing any of the services under this AGREEMENT.

18.3 CORPORATION's obligation herein does not extend to liabilities, claims, demands, causes of action, losses, damages or costs that arise out of the intentional wrongful acts, violations of law, breach of obligation hereunder, or negligence of the CITY or its elected and appointed boards, officials, officers, agents, employees and volunteers.

18.4 CORPORATION shall provide a defense to the City's Indemnitees, or at the CITY's option, reimburse the City's Indemnitees for all costs, reasonable attorneys' fees, expenses and liabilities (including judgment or portion thereof) incurred with respect to any litigation in which CORPORATION is obligated to indemnify, defend and hold harmless the CITY pursuant to this AGREEMENT.

18.5 This provision shall not be limited by any provision of insurance coverage CORPORATION may have in effect, or may be required to obtain and maintain, during the term of this AGREEMENT. This provision shall survive expiration or termination of this AGREEMENT.

19.0 INSURANCE

19.1 Without limiting the indemnification obligations under Section 18 above, and prior to the effective date of this Agreement, the CORPORATION shall obtain and shall maintain in full force and effect throughout the term of this AGREEMENT policies of insurance of the type and with the limits defined below:

(1) Comprehensive General Liability Insurance, including general contractual liability, business automobile liability, products and completed operations liability, all of which shall include coverage for bodily injury and property damage, in insurable amounts of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) aggregate.

(2) Director's and Officer's Liability (Errors and Omissions) Insurance with a minimum limit of One Million Dollars (\$1,000,000.00).

(3) Faithful Performance and Loss Prevention Insurance, covering loss from theft, embezzlement or misappropriation, with a limit of One Hundred Thousand Dollars (\$100,000.00).

19.2 The CITY shall be named as an additional insured on the required Comprehensive General Liability Insurance on a separate endorsement, and the endorsement shall contain the following language: "The City of El Cajon, and its elected and appointed officers, officials, and employees, are each added as an additional insured with respect to the activities and operations of the named insured performed under contract with the City of El Cajon. It is expressly agreed that any insurance maintained by the City of El Cajon shall apply in excess of and not in contribution with the insurance provided by this policy. This insurance shall not be canceled, limited or non-renewed for any reason until thirty (30) days after written notice has been given to the City of El Cajon."

19.3 Before CORPORATION shall employ any person or persons in the performance of the AGREEMENT, CORPORATION shall procure a policy of workers' compensation insurance at the statutory limits as required by the Labor Code of the State of California, or shall obtain a certificate of self insurance from the Department of Industrial Relations.

19.4 CORPORATION shall furnish certificates of said insurance and policy endorsements to the Contract Officer prior to commencement of work under this AGREEMENT. Failure on the part of CORPORATION to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the CITY may terminate this AGREEMENT pursuant to Paragraph 1.3 above.

19.5 Any deductibles or self-insured retentions must be declared to the CITY. At the CITY's option, CORPORATION shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

19.6 CORPORATION hereby grants to CITY a waiver of any right to subrogation, which any insurer of said CORPORATION may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

20.0 DISPUTES

20.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address the dispute:

a. If the dispute is not resolved informally, then, within five (5) business days thereafter, CORPORATION shall prepare a written position statement containing the party's full position and a recommended method of resolution and shall deliver the position statement to the Contract Officer.

b. Within five (5) business days of receipt of the position statement, the Contract Officer shall prepare a response statement containing the responding party's full position and a recommended method of resolution.

c. After the exchange of statements, if the dispute is not thereafter resolved, CORPORATION and the Contract Officer shall deliver the statements to the City Manager for a determination.

20.2 If the dispute remains unresolved, and the parties have exhausted the procedures of this section, the parties will then seek resolution by mediation or such other remedies available to them by law.

21.0 GENERAL PROVISIONS

21.1 **Accounting Records.** The CORPORATION shall keep complete and accurate records of the revenues and direct expenses pertaining to the District. The CORPORATION shall keep such records on a generally recognized accounting basis. All records will be clearly identifiable. The CORPORATION will allow the CITY's Contract Officer, or authorized representative, during normal business hours with two (2) business days advance notice, to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this AGREEMENT. The CORPORATION will allow inspection of all work, data, documents, proceedings, and activities related to the AGREEMENT for a period of three (3) years from the date of final payment under this AGREEMENT.

21.2 **Governing Law.** This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this AGREEMENT shall be held exclusively in a state court in the County of San Diego. CORPORATION hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure section 394.

21.3 **Business License.** CORPORATION is required to obtain and maintain a City Business License during the duration of this AGREEMENT.

22.0 CORPORATION OFFICE; NOTICES

22.1 The CORPORATION warrants and agrees to establish and maintain its principal offices within the boundaries of the District during the entire period in which this AGREEMENT remains in effect.

22.2 All notices, requests, demands, or other communications under this AGREEMENT shall be in writing. Notice shall be sufficiently given for all purposes by: (i) personal delivery to the recipient, effective upon delivery; (ii) first-class mail, postage pre-paid, to the address of the recipient given below, effective three business days after deposit in a U.S. Postal Service mailbox or depository; or (iii) overnight delivery by commercial carrier, charges pre-paid, effective upon date of delivery confirmed by carrier. The addresses to which any notice shall be given for each of the parties are as follows:

- a. The address of the CITY, and the proper person to receive any notice on the CITY's behalf, is:

City of El Cajon
City Manager's Office
200 Civic Center Way
El Cajon, CA 92020-3916
Attn.: Nancy Palm, Assistant City Manager
Tel. No.: (619) 441-1716; Email: npalm@cityofelcajon.us

- b. The address of CORPORATION, and the proper person to receive any notice on the CORPORATION's behalf, is:

Downtown El Cajon Business Partners, Inc.
124 W. Main Street, Ste. 120
El Cajon, CA 92020
Tel. No.: (619) 444-4476; Email:

22.3 The address for purposes of notice may be amended by either party upon giving written notice of such change to the other party in any manner described above.

23.0 PROFESSIONAL CORPORATION'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

23.1 CORPORATION certifies that CORPORATION is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all employees, agents and contractors that are included in this AGREEMENT.

24.0 DISCRIMINATION AND HARRASSMENT PROHIBITED

24.1 The CORPORATION shall comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

25.0 ADDITIONAL PROVISIONS

25.1 **Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

25.2 **Rights Cumulative.** All rights, options, and remedies of the CITY contained in this AGREEMENT shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the CITY shall have the right to pursue any one of all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this AGREEMENT.

25.3 **Waiver.** No waiver by either party of a breach by the other party of any of the terms, covenants, or conditions of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of either party hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver.

25.4 **Severability.** In the event that any part of this AGREEMENT is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either party will be excused from performance of such portion or portions of this AGREEMENT as shall be found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

25.5 **Integration.** This AGREEMENT, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this AGREEMENT, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this AGREEMENT. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this AGREEMENT.

25.6 **Time of the Essence.** Time is expressly of essence with respect to this AGREEMENT.

26.7 **Amendments.** No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by the parties hereto.

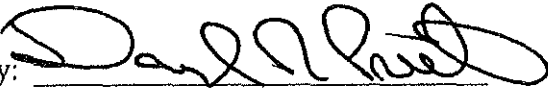
26.8 **Recitals.** The recitals set forth at the beginning of this Agreement of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in the recitals, if any, shall be deemed a part of the Agreement.

26.0 **SIGNATURES.** Each signatory and party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this AGREEMENT, and that all resolutions or other actions have been taken so as to enable it to enter into this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year appearing below their signature.

CORPORATION:


Downtown El Cajon Business Partners, Inc.
a California non-profit mutual benefit corporation

By: 
Daryl R. Priest
Chairperson, Board of Directors

Date: 1-25-2012

CITY:

City of El Cajon
a Municipal corporation

By: 
Rob Turner
Acting City Manager

Date: 1/25/12

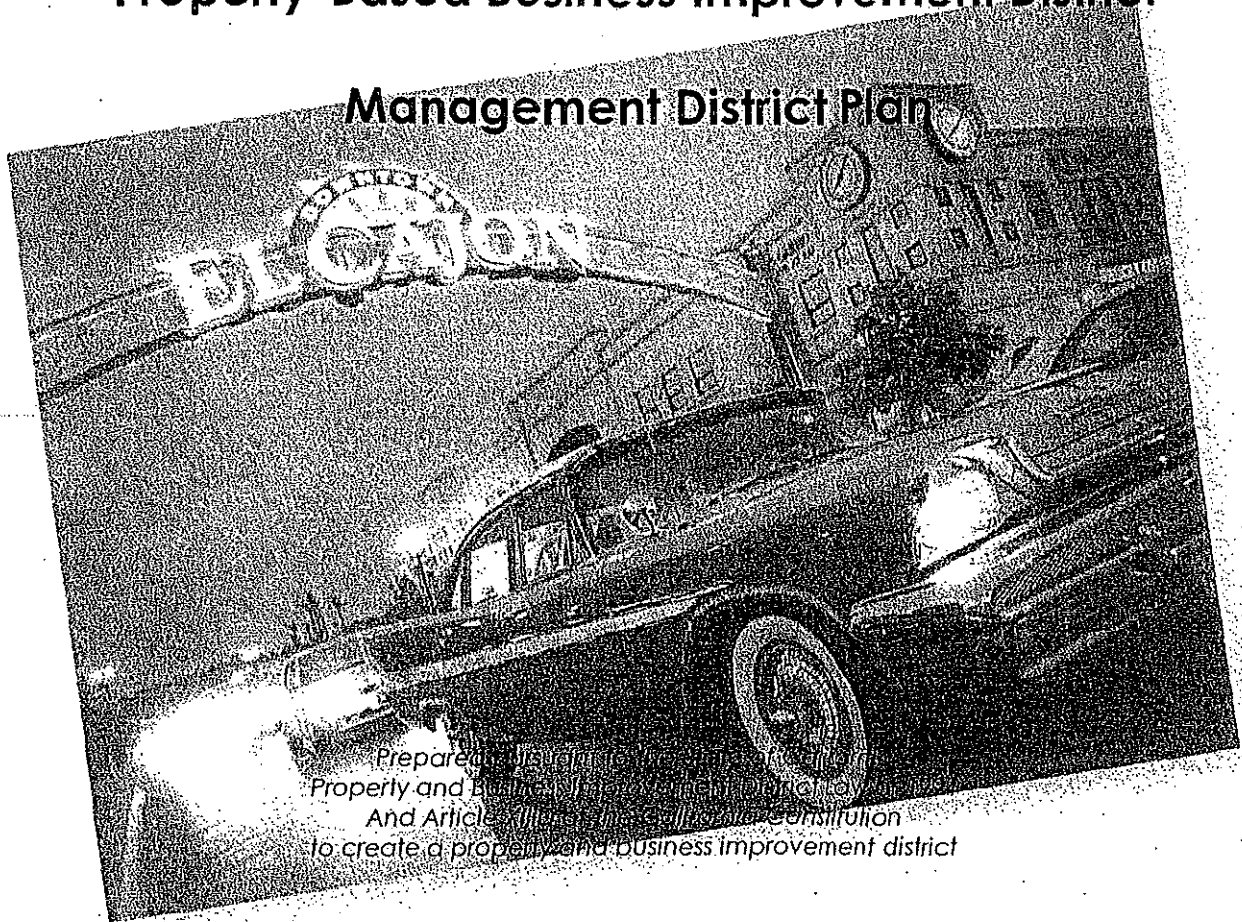
ATTACHMENT A – FISCAL YEAR 2011-12 ANNUAL REPORT
ATTACHMENT B – CORPORATION CONFLICT OF INTEREST DETERMINATION

ATTACHMENT A
FISCAL YEAR 2011-12 ANNUAL REPORT

FINAL

**Downtown El Cajon
Property-Based Business Improvement District**

Management District Plan



Prepared by:
Kristin Lowell, Inc.
and
Progressive Urban Management Associates, Inc.

El Cajon, California
March 2011

**Downtown El Cajon
Property-Based Business Improvement District
Management District Plan**

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***PBID Boundary Map
Engineer's Report***

Executive Summary

First established in 1996 and recertified in 2001 and 2006, the Downtown El Cajon PBID has provided security, maintenance and marketing services that are above and beyond the baseline level service the City provides. The PBID is a self-imposed assessment district designed to improve and convey special benefits to properties within the central business district of downtown El Cajon. In order for the PBID to continue providing these services beyond 2011, downtown property owners need to approve and recertify the PBID.

Location: The PBID boundary includes those parcels that are considered the downtown business core and extends along Main Street to the transit center. It roughly includes parcels along Magnolia Avenue from the freeway to Lexington Avenue, Main Street from the MTS transit center to Lincoln Avenue, and all parcels from Wells to Ballantyne to Lexington to Van Houten. The PBID Boundary is segregated into two benefit zones based on the level of services provided and the benefits received. The premium zone is the primary core of downtown and consists of all parcels fronting Main Street from Ballantyne to El Cajon Boulevard and along Magnolia Avenue from the freeway to Lexington Avenue. A map of the proposed PBID boundaries is attached.

Improvements and Activities Provided (See Section 1): The district will finance improvements and activities that will stabilize and improve the downtown environment and experience for workers, visitors and residents.

- ◆ **Environmental Enhancements:** Continuation of the Ambassador/Clean and Safe program that has successfully provided a cleaner and safer environment for downtown pedestrians. The Ambassadors also provide hospitality and concierge services, as well as staffing for special events. It will continue to connect street populations to the appropriate social service organizations, and the maintenance teams will continue sidewalk steam cleaning, and litter removal. It will also provide any street beautification projects to improve the overall experience in downtown.
- ◆ **Economic Enhancements:** Activities to support the growth and vitality of existing businesses, attract new businesses, and enhance the image of Downtown El Cajon as a destination for consumer and investment revenues. This may include the continuation of funding special events including the car shows, Concerts on the Green and other events, marketing and promotions to improve downtown's image and encourage sales of goods and services in downtown.

Budget: Total PBID budget for 2012 is \$560,000, as follows. This budget is 20% less than the 2011 PBID budget.

Services	Budget
Environmental Enhancements	\$250,000
Economic Enhancements	\$150,000
Management	\$150,000
Reserve Fund	\$10,000
TOTAL BUDGET	\$560,000

Method of Financing: Levy of assessments upon real property that specially benefit from the proposed services and activities.

Assessments (See Section 3): Annual assessments are calculated based upon each property's special benefit received from the identified services and activities and their relative cost. The assessments are based on lot square footage plus building square footage and whether they are in the Premium or Standard Zone. Properties with residential or non-profit ownership and uses will pay an adjusted rate. These parcels benefit fully from the Environmental Enhancements but not from the Economic Enhancements. The assessment rates per foot for 2012 are as follows:

Annual Assessments:	Assmt per Foot
Premium Zone:	
Commercial/Govt	\$0.0818
Residential/Non-Profits	\$0.0526
Standard Zone:	
Commercial/Govt	\$0.0654
Residential/Non-Profits	\$0.0421

Assessment Adjustments: Based upon the Consumer Price Index and program costs, the assessments may increase up to 5% per year. The determination of the annual assessment rates will be subject to the review and approval of the board of directors of the PBID Owner's Association.

Collection: Assessments will appear as a separate line item on the annual County of San Diego Property Tax bills and either paid in one lump sum or in two equal installments. As part of the collection process, the County will retain 1% of the assessment funds and the remaining 99% will be distributed to the PBID to provide services.

City Services: The City Council, by adopting this plan, will confirm its intention to ensure an existing level of services in the district equivalent to the level that is being provided elsewhere in the City.

District Formation: PBID formation requires submission of petitions from property owners representing more than 50% of total assessments. Following a public hearing, if ballots, weighted by assessments, submitted in opposition to the assessment do not exceed the ballots submitted in favor of the assessments, the City Council may authorize the levy of assessments.

Duration: Per state law, the PBID will have a five year life commencing January 1, 2012 and terminating December 31, 2016 unless the property owners within the PBID elect to renew the District.

Governance (See Section 5): The PBID will have a governing board, the Owners Association, pursuant to Section 36650 and 36651 of the Streets and Highways Code that will annually review the PBID budgets and policies within the limitations of the Management District Plan and file annual reports with the City Council. For the Downtown El Cajon PBID, a new 501(c)6 or 501(c)3 California non-profit corporation shall be formed to serve as the PBID Owner's Association.

Section 1: PBID Improvements and Activity Plan

El Cajon PBID Management District Plan

As determined by a steering committee and surveys from property and business owners within the existing district, the top priorities for improvements and activities within the El Cajon PBID are Environmental and Economic Enhancements. Based upon this finding, the following improvements and activities may be funded by the PBID and provided during each of the 5 years of District operation. Every year the Owner's Association will determine which of the services to provide, as discussed below.

All of the services and activities detailed below are provided only within the boundaries of the PBID and provide special benefit to the properties in the boundary area (see attachment A: PBID Boundary Map). All benefits derived from the assessments outlined in this Management District Plan go only for services directly benefiting the properties in the PBID to increase commerce and fulfill the goals and objectives of the PBID.

ENVIRONMENTAL ENHANCEMENTS

Clean and Safe: These services were the top priority the stakeholders wanted the PBID to continue funding. Since the PBID has provided these services for almost ten years it needs to evolve in order to continually demonstrate benefit and ongoing value. In order to better understand how the existing program could be improved, Block by Block, a national Clean and Safe service provider that specializes in urban PBIDs (including downtown Oakland, Santa Monica and Long Beach), provided an on-site analysis of how the current clean and safe program could be delivered more efficiently and effectively.

Recommendations for areas of improvement:

- **Deployment and Visibility of Staff** – The existing staff schedule covers services approximately 18 hours per day typically from 6am until midnight, seven days a week. Block by Block's experience is that a more concentrated street level presence is more relevant to stakeholders. In order to accomplish this they recommend modifying the deployment schedule until 8pm, six days a week except for Wednesday and Friday nights during the spring/summer when the car show and concerts on the green occur each week.
- **District Size** - The PBID district is large and the staff works to provide a consistent frequency of services throughout. The services should be delivered into two service zones or zones of benefit. The downtown core (the Premium Zone), those parcels fronting Main and Magnolia should receive more intense and frequent service delivery where the demand is greater. The remaining parcels in the district (the Standard Zone) do not require the same level of service intensity and frequency as the downtown core.
- **Incorporate Flexibility** – Adjusting staff schedules on an as needed basis to meet

- isolated needs provides the flexibility to address the concerns and issues as they arise. Flexibility allows the programs to be delivered more efficiently and effectively.
- Security Patrol – The existing evening Ambassador program circulates throughout the district in the El Cajon Ambassador truck where a more visible security patrol may be more effective during the evening hours. The recommendation is for during the evening shift to use a magnetic strip with "Security Patrol" that covers the truck door panel for a more visible security presence on the street.
 - Security Ambassadors – The Ambassadors should also act as security escorts for visitors and stakeholders, in which the Security Ambassador could come to a business and provide a walking or driving escort during evening hours.
 - Promotion of Services – Outside of equipment or staff there is no visible presence on the street promoting the Ambassador program. Other ways to promote this valuable service is to increase signage on kiosks or wayfinding, regular email communications to stakeholders promoting accomplishments and activities, and messaging campaigns to educate the public about securing their valuables, cigarette litter or other safety/maintenance messages that add value.

In light of that, their analysis found several areas that are positive and only need to be enhanced upon to demonstrate a larger benefit to stakeholders:

- The downtown core is clean and well maintained,
- The Ambassadors and maintenance teams are highly responsive to needs, and
- The documentation is excellent with regard to services being delivered on a parcel by parcel basis.

Based upon the Block by Block evaluation, the PBID Management Plan recommends resources for a Clean and Safe program with total annual resources estimated at \$300,000. The range of service frequencies that could be expected from this level of investment are provided below. Actual deployment will depend upon the demand for services and will be subject to oversight from the Owner's Association and staff.

Program	Premium Zone	Standard Zone
Safety Ambassadors	54 hours per week	42 hours per week
Maintenance Team	62 hours per week	50 hours per week
Operations Manager	22 hours per week	18 hours per week

PBID Boundary and Benefit Zones: The PBID boundary includes those parcels that are considered the downtown business core and extends along Main Street to the transit center. It roughly includes parcels along Magnolia Avenue from the freeway to Lexington Avenue, Main Street from the MTS transit center to Lincoln Avenue, and all parcels from Wells to Ballantyne to Lexington to Van Houten (see the attached

boundary map).

Block by Block's recommendation is for the clean and safe services to be deployed in two benefit zones within the PBID:

- **Premium Zone:** The Premium Zone includes areas of highest pedestrian activity where demands for clean and safe services are greatest. The premium zone is the primary core of downtown and consists of all parcels fronting Main Street from Ballantyne to El Cajon Boulevard and along Magnolia Avenue from the freeway to Lexington Avenue. The service plan anticipates that service deployment frequencies within the Premium Zone will be approximately 25% higher than the remainder of the PBID – from the number of ambassadors to the frequency of sidewalk cleaning, and are reflected in the assessment rates.
- **Standard Zone:** The Standard Zone contains the remaining areas of the PBID boundary that have less pedestrian activity, and demands for clean and safe services are generally lower. Service frequencies within the Standard Zone are expected to be less than the services in the Premium Zone, and are reflected in the assessment rates.

Beautification: In addition to the Clean and Safe program, PBID Environmental Enhancements include funds to invest in highly visible improvements that will add to the attractiveness of public spaces throughout downtown. Beautification improvements may include:

- Cosmetic capital improvements, including street furniture, information kiosks, pedestrian lighting and other amenities.
- Wayfinding and directional signage to help visitors navigate through downtown.
- Public art.
- Landscaping, planters and other green elements.
- Seasonal holiday decorations and banners.
- Other beautification improvements as determined year-to-year by the PBID Owner's Association.

ECONOMIC ENHANCEMENTS

A comprehensive economic development program is included as a key component of the downtown PBID, to proactively work on filling office and retail vacancies with targeted businesses, combat the challenges associated with a prolonged economic downturn, compete with other commercial districts, and bring more visitors and shoppers to Downtown El Cajon. A portion of the funds for this program are to hire an economic development coordinator that will work with property owners, real estate professionals, and civic leaders to promote the advantages of downtown as a business location. Based upon "best practices" from other PBIDs in downtown markets throughout the country, five primary program activities are proposed:

Business Retention and Recruitment: The PBID will provide funds dedicated to business development, including business retention and recruitment programs which will provide a primary one-stop point of contact for all business prospects looking to locate and/or grow in downtown El Cajon. Comprehensive marketing information on downtown will be researched, packaged and maintained. Specialized research will identify specific target business groups and niches that are most likely to locate within downtown.

Image and Marketing: PBID funds will be used to build a strong marketing program as part of an overall effort to economically enhance Downtown El Cajon. Image and marketing efforts will aim to support business retention and recruitment efforts as well as encourage both locals and visitors to explore downtown.

Traditional and non-traditional marketing activities and products will be explored including an interactive website and electronic communications tools, stronger public and media relations efforts to communicate ongoing positive changes in the downtown marketplace, social media, and printed products including periodic market reports and updates, maps and brochures that provide users with information about the amenities downtown has to offer. In addition, programming and events to activate downtown will be developed as part of an overall image and marketing campaign.

Special Events: The Special Events budget is reserved for opportunities to continue providing existing events downtown, e.g. the car show or concerts on the green, or to add additional events that present themselves during the life of the district. These special events improve commerce by drawing people downtown and introducing them to opportunities to dine, shop, or engage in commerce.

Parking Initiatives: The PBID will work in concert with the City staff to explore options for improving parking management and mobility options to and within Downtown. Options include identifying employee parking and transit options, creating parking promotions for consumers and funding studies to evaluate increasing the parking supply.

Leadership and Policy: The PBID will provide advocacy for Downtown business interests and will help the business community to speak with one clear voice. The PBID Management Plan offers flexibility to develop programs and policies to improve the overall quality of life and economic and cultural vitality of Downtown El Cajon.

MANAGEMENT

Like any business, the PBID will require a professional staff to properly manage programs, communicate with stakeholders and provide leadership. The PBID supports a professional staff that delivers programs and advocates on behalf of the properties in downtown El Cajon. The PBID advocacy services will provide direction on policies and issues that affect the central business district.

Management services may include compensation for an Executive Director, an administrative assistant or any other staff member, or subcontractor the Owner's Association deems necessary to manage the PBID programs. The management team is responsible for providing the day-to-day operations of the PBID. PBID funds may be used to leverage additional monies from sponsorships, contracts, grants and earned income. Additional administrative costs will include; accounting and annual financial audit, insurance, program support costs including supplies, equipment and rent, County PBID assessment collection fee, estimated at 1% of assessments, and other administration costs associated with the overhead and administrative support of programs.

A 5% reserve fund is also budgeted to provide a contingency for unforeseen program needs and to provide a cushion for assessment delinquencies.

Section 2: PBID Operating Budget

2012 Operating Budget

The following table outlines the PBID maximum assessment operating budget for 2012.

Services	Budget
Environmental Enhancements	\$250,000
Economic Enhancements	\$150,000
Management	\$150,000
Reserve Fund	\$10,000
TOTAL BUDGET	\$560,000

Note: The 2012 PBID budget is 20% less than the 2011 PBID budget.

5-Year Operating Budget

The following table illustrates the PBID's operating budget for the 5-year life term based upon the following assumptions:

- Based upon the Consumer Price Index and program costs, the assessments may increase up to 5% per year. The determination of the annual assessment rates will be subject to the review and approval of the board of directors of the PBID Owner's Association. The table below shows the budget for the next five years with the maximum 5% annual increase.

Description	2012	2013	2014	2015	2016
Environmental Enhancements	\$250,000	\$262,500	\$275,625	\$289,406	\$303,877
Economic Enhancements	\$150,000	\$157,500	\$165,375	\$173,644	\$182,326
Subtotal Activities	\$400,000	\$420,000	\$441,000	\$463,050	\$486,203
Management	\$150,000	\$157,500	\$165,375	\$173,644	\$182,326
Reserve Fund	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155
Subtotal Management & Reserve	\$160,000	\$168,000	\$176,400	\$185,220	\$194,481
TOTAL BUDGET	\$560,000	\$588,000	\$617,400	\$648,270	\$680,684

Bond Issuance: No bonds will be issued to finance services or activities.

Section 3: Assessment Methodology

General

This Management District Plan provides for the levy of assessments for the purpose of providing services and activities that specially benefit real property in the PBID. These assessments are not taxes for the general benefit of the City, but are assessments for the services and activities which provide special benefits upon the property located within the boundary of the newly established District.

Assessment Factors

El Cajon property owners and business owners have emphasized that the assessment formula for the El Cajon PBID be fair, balanced and have a direct relationship to special benefits received. The State enabling legislation also states, "Assessments levied on real property...shall be levied on the basis of the estimated benefit to the real property within the...district."

While all the PBID services will only be provided to the benefiting parcels in the district, the recommended assessment methodology for the Downtown El Cajon PBID is to spread the cost of the improvements and activities to lot square footage plus building square footage. The lot square footage plus the building square footage acknowledges both the short term and long term benefits to each parcel. By adding the lot and building square footages together effectively places more emphasis and benefit to the ground floor since the majority of the PBID services are delivered at the street level.

Lot square footage is relevant to the highest and best use of a property and will reflect the long term value implications of the improvement district. Lot square footage is defined as the total amount of area within the borders of the parcel. The borders of a parcel are defined on the County Assessor parcel maps.

Gross building square footage is relevant to the interim use of a property and is utilized to measure short and mid-term value impacts. It also acknowledges the benefits from the services to the buildings, including tenants, residents and employees. The gross building square footage is defined as the total building square footage as determined by the outside measurements of a building. The gross building square footage is taken from either the County of San Diego Assessor's records or the City of El Cajon's building records.

Assessment Calculation

As previously discussed in Exhibit B the budget is determined and segregated into the two benefit zones based upon each Zone's demand for service. In addition to the

benefit zones, we further define the benefit to two land use categories; commercial/government, and residential/non-profit all of which receive varying levels of benefit from the PBID services (further defined below).

To calculate the annual assessment for each parcel is to divide the budget amount for each service by the appropriate lot and building square footages within each benefit zone. The table below indicates the assessment rates per lot plus building square foot per benefit zone and land use category.

Annual Assessments:	Assmt per Foot
Premium Zone:	
Commercial/Govt	\$0.0818
Residential/Non-Profits	\$0.0526
Standard Zone:	
Commercial/Govt	\$0.0654
Residential/Non-Profits	\$0.0421

For example, to calculate the assessment for a commercial parcel in the Premium Zone with a 10,000 square foot lot plus a 5,000 square foot building: The lot square footage + the building square footage x Premium Zone commercial assessment rate = the total annual parcel assessment.

$$(10,000 + 5,000 \times \$0.0818 = \$1,227.00 \text{ annual parcel assessment})$$

The assessment for each parcel is calculated the same as the example above, respective of each benefit zone, land use and assessment rate.

Land Use Considerations

The methodology provides the following treatments for property used exclusively for residential and non-profit:

- **Treatment of Residential and Non-Profit Property:** Residential and non-profit uses will fully benefit from Environmental Enhancement services and will pay a full share of these services. However, the services identified under the Economic Enhancements are aimed at promoting and encouraging commerce in the downtown area, which typically are not the primary goals of residential or non-profit parcels. Therefore, these parcels will not receive special benefit from Economic Enhancements and thus will not be assessed for those services.

Time and Manner for Collecting Assessments

As provided by state law, the El Cajon PBID assessment will appear as a separate line item on the annual County of San Diego property tax bills and either paid in one lump sum or in two equal installments. Laws for enforcement and collection of property taxes also apply to the PBID assessment.

Disestablishment

State law provides for the disestablishment of a PBID pursuant to an annual process. The 30-day period begins each year on the anniversary day that the City Council first establishes the District. Within this annual 30-day period, if the owners of real property who pay more than 50 percent of the assessments levied submit a written petition for disestablishment, the PBID may be dissolved by the City Council. The City Council must hold a public hearing on the proposed disestablishment before voting on whether or not to disestablish the district.

Duration

The PBID will have a five year term commencing January 1, 2012 and terminating December 31, 2016 unless the property owners within the PBID elect to renew the District. Any major modifications or new or increased assessments during the term of the district that are not consistent with the provisions of original Management District Plan will require a new mail ballot process.

Section 4: Public Sector Participation

Existing City Services

The City Council, by adopting this plan, will confirm its intention to ensure an existing level of services in the district equivalent to the level that is being provided elsewhere in the City. See the attached Baseline Services Agreement from the City of El Cajon.

Assessment funds will pay for services that are above and beyond those services provided by the City.

Public Property Assessments

The City of El Cajon and any other government owned parcels within the PBID boundary will pay their assessment based on the special benefits conferred to those parcels. Government parcels receive full benefits from both the Environmental and Economic Enhancement services and will be assessed their fair share and calculated for the special benefits received.

Section 5: PBID Governance

City Council Approval

Following the submission of petitions from property owners representing more than 50% of the assessments to be paid, the City Council, upon holding a public hearing on the proposed PBID at City Council Chambers during a specified City Council meeting, may elect to recertify the PBID. The PBID is recertified by a City Council resolution, including the levy of an assessment on property, if the assessment is first approved by parcel owners in a balloting process.

PBID Governance

For the Downtown El Cajon PBID, a new 501(c)6 or 501(c)3 California non-profit corporation shall be formed to serve as the PBID Owner's Association.

The role of the proposed Owner's Association is consistent with similar PBIDs throughout California and the nation. The Owner's Association will determine budgets, assessment rates and monitor service delivery. As part of the Management Plan, the Owner's Association can decide to either employ its own staff and/or contract with service providers and other partner organizations, in order to:

- Reduce overall administrative costs of the PBID.
- Leverage PBID funds with other resources and capabilities provided by program partners such as the City of El Cajon, El Cajon Community Development Corporation and others.
- Minimize the potential for duplication of enhanced services and activities.
- Ensure that the PBID is represented by a unified property owner voice, thereby maximizing downtown's influence in policies and civic affairs.

Pursuant to the State of California PBID legislation the PBID Owner's Association will be subject to disclosure and notification guidelines set by the Ralph M. Brown Act and California Public Records Act.

PBID Owner's Association Board of Directors: The Owner's Association will establish a board of directors consisting of a majority of property owners to develop recommendations for budgets, assessment rates and policies for the use of PBID funds that are consistent with this Management Plan. The Owner's Association board of directors is envisioned to meet monthly and will have nine to eleven members appointed by ballot of all property owners from a slate developed by the Nominating Committee of the Owner's Association. The Owner's Association board of directors must include representation from all geographic areas and major use types found in downtown.

Suggested representation includes:

- A minimum of 6 property owners
- Up to one business owner who is not a property owner
- One representative from the City of El Cajon who shall be the city manager or his/her designee
- One member of the County or his/her designee

By-laws will be developed by the Owner's Association. The by-laws from the former Downtown El Cajon, Inc., the original Owner's Association established in 1996, will provide the framework for the new organization and these by-laws will be updated accordingly.

Section 6: Implementation Timeline

The El Cajon PBID will have a five year life from January 1, 2012 to December 31, 2016.

In order for the PBID to meet the start-up date of January 1, 2012, the formation needs to be no later than the following schedule:

March:	Gather petition signatures
Mid May:	City Council adopts Resolution of Intention Ballots are mailed (pursuant to Prop 218)
Early July:	Ballot tally and final Public Hearing City Council adopts Resolution of Establishment
Fall 2011:	Initiate Administrative Contract with Owners Association Owners Association starts implementation plan
January 1, 2012:	Begin PBID operations

Section 7: Assessment Roll

The following table lists the assessment roll for 2012.

APN	Owner Name	Site Address	Benefit Zone	Parcel Assmt
482 301 05 00	150 West Madison L L C	150 W Madison Ave	2	\$2,131.17
487 331 05 00	151 L L C	151 Van Houten Ave	2	\$3,301.51
487 331 26 00	151 L L C	Douglas St	2	\$1,098.85
487 172 75 00	330-360 N Magnolia Llc	330-360 N Magnolia Ave	1	\$3,179.95
488 231 26 00	A M J Properties Llc	343 E Main St	1	\$1,262.94
488 231 04 00	Agostini James A	323 E Main St	1	\$257.87
488 231 05 00	Agostini James A	327-333 E Main St	1	\$838.03
487 341 05 00	Ahlam & Thomas Meram	301-345 W Main St	1	\$4,538.13
487 192 48 00	Ahn Family 2007 Trust 06-12-07	190 N Magnolia Ave	1	\$2,559.64
488 083 17 00	Alma R Vasic Trust	158 E Main St	1	\$662.25
488 212 17 14	Alspaugh, George A & Dorris Y	275 E Douglas Ave #104	2	\$114.66
482 301 03 00	Anderson Keith R 2003 12-23	Magnolia Ave N	1	\$2,386.15
482 302 01 00	Anderson Keith R 2003 12-23-03	490 N Magnolia Ave	1	\$2,434.55
488 212 17 09	Austin, Albert J & Maureen Mccall	275 E Douglas Ave #103	2	\$240.05
488 231 23 00	Avocado Professional Group	230-292 Avocado Ave	2	\$5,866.79
488 241 41 00	B R R B Investment L L C	343 E Lexington Ave	2	\$1,881.25
488 212 17 04	Bacal, Dan & Robin	275 E Douglas Ave #114	2	\$240.05
488 212 17 15	Bain, Richard G.	275 E Douglas Ave #113	2	\$114.66
487 302 29 00	Bal Investment L L C	701 W Main St	2	\$1,544.99
488 151 02 00	Bert & Bob Investment Company	237 W Main St	1	\$576.40
488 151 17 00	Bert & Bob Investment Company	291 W Main St	1	\$678.19
488 083 08 00	Borrelli, Ralph A. Jr.	120 E Main St	1	\$347.48
488 083 11 00	Borrelli, Ralph A. Jr.	124 E Main St	1	\$347.48
488 083 12 00	Borrelli, Ralph A. Jr.	130 E Main St	1	\$694.95
488 083 13 00	Borrelli, Ralph A. Jr.	140 E Main St	1	\$694.95
487 172 27 00	Brewer Trust	164-168 W Park Ave	2	\$1,207.62
488 211 05 00	Brooks Doctor Trust	237 E Main St	1	\$1,907.36
488 212 17 03	Bruffat Jeffrey&Allison	275 E Douglas Ave #111	2	\$132.84
488 212 17 02	Buchenau, Thomas & Susan	275 E Douglas Ave #110	2	\$141.21
488 212 17 01	Buchenau, Thomas & Susan	275 E Douglas Ave #109	2	\$130.81
488 161 01 00	Buffo Intervivos Trust	255 W Douglas Ave	2	\$550.27
487 122 48 00	Calvary Chapel Of El Cajon	698 W Main St	2	\$4,642.87
487 122 49 00	Calvary Chapel Of El Cajon	698 W Main St	2	\$4,790.77
488 152 39 00	Carlen D Kelly Trust	124 W Douglas Ave	2	\$135.96
488 231 17 00	Carroll Willie & Neva	151 Claydelle Ave	2	\$2,158.45
488 231 18 00	Carroll Willie & Neva	151 Claydelle Ave	2	\$1,177.33
488 231 19 00	Carroll Willie & Neva	151 Claydelle Ave	2	\$1,177.33
488 231 24 00	Carroll Willie & Neva	220 Avocado Ave	2	\$659.03
487 171 38 00	Chaldean American Association	414 N Magnolia Ave	1	\$2,815.11
488 111 24 00	Chanda Family Trust 05-06-10	388 E Main St	1	\$1,078.00
487 302 31 00	Chapman Diane Living Trust 03-24-04	737-747 W Main St	2	\$2,550.76
487 121 50 00	Chasro Enterprises	1002 W Main St	2	\$1,930.14
488 152 24 00	Chen John	130 W Douglas Ave	2	\$134.06
488 222 21 00	Christ Church Of El Cajon	311 Highland Ave	2	\$2,839.15
488 221 30 00	Christ Temple Apostolic Church	309 Prescott Ave	2	\$1,463.69
487 172 67 00	City Of El Cajon	326 N Magnolia Ave	1	\$1,445.91
487 321 12 00	City Of El Cajon		2	\$512.86
488 072 42 00	City Of El Cajon	E Park Ave	2	\$24,163.74
488 111 28 00	City Of El Cajon	E Main St	1	\$7,967.36

APN	Owner Name	Site Address	Benefit Zone	Parcel Assmt
488 111 30 00	City Of El Cajon	E Main St	1	\$18,523.72
488 192 09 00	City Of El Cajon	E Douglas St	1	\$13,733.36
488 211 22 00	City Of El Cajon	230 Douglas St	2	\$1,680.97
488 152 34 00	Clark Samuel	118 W Douglas Ave	2	\$130.70
487 281 31 00	Clifton Mark A	W Main St	2	\$317.88
487 281 32 00	Clifton Mark A	1033 W Main St	2	\$602.40
487 281 33 00	Clifton Mark A	W Main St	2	\$275.37
487 172 49 00	Collins Family Trust	396 N Magnolia Ave	1	\$2,614.09
488 212 17 05	Collins Family Trust	275 E Douglas Ave #115	2	\$141.21
488 233 06 00	Colson Edward E III II-02-95	677 E Main St	1	\$608.94
488 233 07 00	Colson Edward E III II-02-95	Main St E	1	\$502.82
488 083 14 00	Conrad Conrad G	144-148 E Main St	1	\$632.82
488 212 17 13	Constantino Rachel A	275 E Douglas Ave #105	2	\$154.88
487 192 55 00	Corners Plaza Llc	124 W Main St #240	1	\$3,366.85
487 331 29 00	Correia, John E. Tr	449-469 W Douglas Ave	2	\$1,262.76
487 331 19 00	Corydon & Kathleen Dwight	200-210 Van Houten Ave	2	\$1,590.12
488 211 07 00	Corydon & Kathleen Dwight	221-225 E Main St	1	\$1,087.64
488 111 31 00	County of San Diego	Magnolia Ave N	1	\$17,308.53
488 111 32 00	County of San Diego	Magnolia Ave N	1	\$22,439.58
488 162 17 00	County of San Diego	200 Magnolia Ave	1	\$3,289.50
488 192 08 00	County of San Diego	Prescott Ave	1	\$5,057.22
487 321 27 00	Cunningham Investments Llc	623 W Main St	2	\$3,052.83
488 211 15 00	David & Solveig Bassham	250 E Douglas Ave	2	\$737.86
488 152 18 00	David Fori	154 W Douglas Ave	2	\$136.00
488 191 04 00	Davila Oscar C	131 E Main St	1	\$4,645.07
488 191 11 00	Davila Oscar C	Douglas Ave	2	\$1,040.63
488 191 12 00	Davila Oscar C	Douglas Ave	2	\$520.32
488 191 13 00	Davila Oscar C	Douglas Ave	2	\$520.32
488 010 25 00	Dedrick, Ted R.	451-455 N Magnolia Ave	1	\$3,369.63
488 233 08 00	Dietsch M Monica	689 E Main St	1	\$587.85
488 211 04 00	Digrigoli Santo & Silvana	245 E Main St	1	\$1,238.41
488 151 14 00	Douglas Executive Suites Llc	148 S Orange Ave	2	\$817.59
488 151 16 00	Douglas Executive Suites Llc	224 W Douglas Ave	2	\$516.72
487 192 56 00	Downtown El Cajon Brewing Co	110 N Magnolia Ave	1	\$2,532.17
488 231 10 00	Dwight Corydon G & Kathleen E	205 Claydelle Ave	2	\$1,029.61
488 083 04 00	Eddie Verdugo	Rea Ave	2	\$327.04
488 083 09 00	Eddie Verdugo	116-118 E Main St	1	\$858.47
488 072 38 00	El Cajon Redevelopment Agency	Magnolia Ave N	1	\$3,931.81
488 072 40 00	El Cajon Redevelopment Agency	148 Rea Ave	2	\$1,851.95
488 082 12 00	El Cajon Redevelopment Agency	120-128 Rea Ave	2	\$1,006.29
488 082 18 00	El Cajon Redevelopment Agency	141 N Magnolia Ave	1	\$3,651.45
488 083 03 00	El Cajon Redevelopment Agency	115 Rea Ave	2	\$520.38
488 083 15 00	El Cajon Redevelopment Agency	156 E Main St	1	\$178.07
488 083 16 00	El Cajon Redevelopment Agency	156 E Main St	1	\$178.07
488 083 27 00	El Cajon Redevelopment Agency	149 Rea Ave	2	\$1,424.57
488 111 14 00	El Cajon Redevelopment Agency	146 Ballantyne St	1	\$545.66
488 111 33 00	El Cajon Redevelopment Agency		1	\$1,994.44
488 211 21 00	El Cajon Redevelopment Agency	201 E Main St	2	\$997.20
488 212 19 00	El Cajon Redevelopment Agency	Lexington Ave	2	\$512.86
488 212 20 00	El Cajon Redevelopment Agency	Douglas Ave	2	\$455.89
488 212 22 00	El Cajon Redevelopment Agency	E Douglas St	2	\$2,592.75
487 122 40 00	El Cajon Storage Llc	556 W Main St	2	\$9,764.88
488 010 27 00	El Verano Llc	463-467 N Magnolia Ave	1	\$1,945.05
488 111 06 00	Elias & Khadra Totah	306-312 Ballantyne St	2	\$582.00

APN	Owner Name	Site Address	Benefit Zone	Parcel Assmt
488 233 02 00	Eloise & Edwina Foster	533-545 E Main St	1	\$1,496.20
488 233 03 00	Eloise & Edwina Foster	555 W Main St	1	\$502.82
488 200 02 00	Evans Robert & Marilyn	127 E Lexington Ave	2	\$743.03
483 330 32 00	Faiez & Sena Kattoula	112 E Madison Ave	2	\$633.08
488 112 19 00	Family Karavantes Trust	422 E Main St	1	\$697.77
488 112 20 00	Family Karavantes Trust	484-490 E Main St	1	\$791.46
487 321 11 00	Family Siragusa Trust	553-557 W Main St	2	\$608.29
488 211 06 00	Favro Ili Frank J & Theresa M	229 E Main St	1	\$519.25
488 152 22 00	Federal Natl Mtg Assn Fnma	138 W Douglas Ave	2	\$130.74
488 083 18 00	Fenton, Michael H.	168 E Main St	1	\$367.92
488 083 19 00	Fenton, Michael H.	172-174 E Main St	1	\$614.83
487 321 29 00	Firas Miskina Maykl Allos L L C	533 W Main St	2	\$739.10
487 321 30 00	Firas Miskina Maykl Allos L L C	537 W Main St	2	\$588.67
487 321 31 00	Firas Miskina Maykl Allos L L C	*no Site Address*	2	\$686.78
488 191 14 00	First Baptist Church Of El Cajon	190 E Douglas Ave	2	\$2,016.38
488 231 03 00	Freer, Graham & Diane	321 E Main St	1	\$649.50
487 281 28 00	George A Pearson	1099 W Main St	2	\$1,016.43
488 112 21 00	George Hody	502 E Main St	1	\$1,771.63
488 222 01 00	Ginkel Bypass 07-22-88	235 E Lexington Ave	2	\$923.47
487 341 04 00	Goertz Family Revocable Trust	300-350 W Douglas Ave	2	\$1,282.51
488 191 06 00	Goldman, Ricci L. & Nancy L.	145-155 E Main St	1	\$853.32
487 282 33 00	Goodwin-Donnella R	905 W Main St	2	\$779.92
488 233 05 00	Goward Shirley A	665-669 E Main St	1	\$666.34
487 331 23 00	Green Apple Investments Inc	435 W Main St	1	\$829.12
488 010 36 00	Greg A. Kopoulos Trust	475 N Magnolia Ave	1	\$2,263.83
488 152 38 00	Gubala Robert D & Kimberly A	102 W Douglas Ave	2	\$135.96
487 171 37 00	Gurrara Family Trust	456 N Magnolia Ave	1	\$3,956.74
488 152 26 00	Gutierrez Rick&Sarah	148 W Douglas Ave	2	\$130.70
487 121 41 00	H R F Of San Diego L L C	1090 W Main St	2	\$1,497.83
488 461 17 00	Harvest Time Assembly Of God Church	208 W Lexington Ave	2	\$630.79
487 282 32 00	Hawes Jonathan W	907 W Main St	2	\$304.80
482 301 11 00	Hb Montrose LLC	555 Montrose Ct	2	\$4,849.05
487 171 50 00	Helix Properties L P	225 W Madison Ave	2	\$5,520.91
482 283 09 00	Hellwig Peter K & Kathryn	359 W Madison Ave #200	2	\$1,322.93
488 171 16 00	Hoban Thomas & Anitas	215 W Lexington Ave	2	\$888.23
487 192 53 00	Hoffman Mark H	390 W Main St	1	\$6,066.38
488 212 17 12	Howard A. Kitay	275 E Douglas Ave #108	2	\$208.39
488 112 22 00	J & J Properties A Llc Trust	518-536 E Main St	1	\$3,009.32
488 112 23 00	J & J Properties A Llc Trust	550-554 E Main St	1	\$1,474.22
488 112 43 00	J & J Properties A Llc Trust	522 E Main St	2	\$1,395.86
488 040 11 00	J B M M D Lic (Aka Motoworld)	315-327 N Magnolia Ave	2	\$8,179.86
487 331 02 00	Jack In The Box % Wong Family Trust	393 W Main St	1	\$811.46
487 331 03 00	Jack In The Box % Wong Family Trust	Main St W	1	\$799.12
487 331 04 00	Jack In The Box % Wong Family Trust	127 Van Houten Ave	2	\$243.64
488 152 33 00	Jadee & Rod Gonzales	122 W Douglas Ave	2	\$130.70
487 331 22 00	Jala Inc	425 W Main St	1	\$2,915.54
488 083 24 00	James & Constance Knapp	181 Rea Ave	2	\$1,110.95
488 212 17 11	Jarboe, John C & Sharon S	275 E Douglas Ave #107	2	\$141.21
482 283 08 00	Jenkins Enterprises Of Nevada L L C	375 W Madison Ave	2	\$1,006.03
488 211 18 00	Jlcw Llc	290 E Douglas Ave	2	\$682.72
488 010 13 00	John C Grier	172 Wells Ave	2	\$523.51
487 351 13 00	John Dyer	333 W Lexington Ave	2	\$605.80
483 330 31 00	Johnnys Shell	515 N Magnolia Ave	1	\$1,643.20
487 331 25 00	Johnson Family Trust	450-482 W Douglas Ave	2	\$1,538.19

APN	Owner Name	Site Address	Benefit Zone	Parcel Assmt
488 112 25 00	Joseph & Sandra Dominguez	130 Roanoke Rd	2	\$419.73
487 331 35 00	Kapetanios Properties ll L L C\	401 W Main St	1	\$3,422.36
487 160 05 00	Kazemi Aalam Revocable Trust 06-08-09\	476 W Main St	1	\$1,154.93
488 233 01 00	Kramer Family Trust	525 E Main St	1	\$4,339.62
482 283 06 00	Krause Steven & Toby	337 W Madison Ave	2	\$1,199.18
488 232 28 00	L H Avocado Inc	131 Avocado Ave	2	\$572.30
488 232 29 00	L H Avocado Inc	Avocado Ave	2	\$228.66
488 152 27 00	Landry Richard	144 W Douglas Ave	2	\$130.70
487 351 18 00	Lexington 338 Associates Ltd	338 W Lexington Ave	2	\$1,796.55
487 331 09 00	Lottes Family Trust	321-325 Van Houten Ave	2	\$1,682.08
488 152 41 00	Lovas Tonya	116 W Douglas Ave	2	\$130.70
488 221 31 00	M D T Investments L P	269 E Lexington Ave	2	\$890.65
488 221 32 00	M D T Investments L P	277 E Lexington Ave	2	\$562.50
488 221 33 00	M D T Investments L P	291 E Lexington Ave	2	\$827.27
488 212 17 08	M Dale & Shelly Mills	275 E Douglas Ave #102	2	\$141.21
482 301 09 00	Madison Avenue Investments	222 W Madison Ave	2	\$1,557.74
483 330 33 00	Madison Avenue Property Llc	126-128 E Madison Ave	2	\$514.43
488 191 03 00	Malikyar, Daoud M Trust	123 E Main St	1	\$492.85
488 191 05 00	Malikyar, Daoud M. & Nadia	143 E Main St	1	\$1,161.55
488 083 20 00	Marrujo Gabriel F	176-178 E Main St	1	\$573.95
488 083 21 00	Marrujo Guadalupe	182 E Main St	1	\$1,308.15
488 083 22 00	Marrujo Guadalupe	188 E Main St	1	\$441.50
488 083 23 00	Marrujo Guadalupe	194 E Main St	1	\$635.68
488 010 40 00	Mehul Hospitality Llc	471 N Magnolia Ave	1	\$3,977.43
488 211 20 00	Mench, Leland E. li	270 E Douglas Ave	2	\$1,572.26
488 152 44 00	Mersereau Alan	104 W Douglas Ave	2	\$130.70
488 152 37 00	Messmore John&Ashley	106 W Douglas Ave	2	\$130.70
488 113 10 00	Michael Kelly Trust	620 E Main St	1	\$1,843.75
488 083 26 00	Mission Sq. Shopping Ctr	102-110 E Main St	1	\$1,000.73
482 301 06 00	Mobil Oil Corp	Magnolia Ave N	1	\$2,136.86
488 152 20 00	Moore-Kochlacs Peter G & Emma C	146 W Douglas Ave	2	\$130.74
488 040 07 00	Morraine E Stangl Trust	399 N Magnolia Ave	1	\$2,948.49
488 233 51 00	Moss Gerald R & Judy Y	Taft Ave	2	\$2,906.12
488 233 53 00	Moss Gerald R & Judy Y	Main St	2	\$370.34
482 301 10 00	Motel 6 Operating L P	550 Montrose Ct	2	\$11,658.55
488 191 08 00	Naraghi Investment Group L L C	165-169 E Main St	1	\$1,429.81
488 172 18 00	Naylor Family Trust	314 S Magnolia Ave	2	\$353.52
487 331 01 00	Norman E Cayugan	351 W Main St	1	\$854.14
487 341 01 00	Norman E Cayugan	Main St	1	\$607.96
488 040 08 00	North Island Federal Credit Union	301 N Magnolia Ave	1	\$4,735.99
488 010 38 00	Northgate Hospitality	461 N Magnolia Ave	1	\$2,215.84
488 083 05 00	Olaf Wieghorst Museum Foundation	131 Rea Ave	2	\$555.96
488 152 31 00	Olazabal Manuel A R&Reyna Tammy S	128 W Douglas Ave	2	\$135.96
487 331 24 00	Orkin Inc.	489 W Main St	1	\$1,582.29
488 152 28 00	Pacheco Gabriel	140 W Douglas Ave	2	\$130.70
488 233 47 00	Pacific Bell	*no Site Address*	2	\$4,043.36
488 231 25 00	Paul J & Laurel M Morello	226 Avocado Ave	2	\$845.72
488 010 23 00	Pearson, Bobbi J Family	166 Wells Ave	2	\$585.66
488 151 21 00	Pedersen Family 2001 Trust	132-144 S Orange Ave	2	\$1,073.60
488 152 45 00	Peters Evelyn L	100 W Douglas Ave	2	\$135.58
488 162 16 00	Pfuhl, John W Trust	266 S Magnolia Ave	1	\$1,612.62
488 152 43 00	Phan Kim	108 W Douglas Ave	2	\$130.70
488 211 03 00	Polyk Lisajeanne	251 E Main St	1	\$309.79
488 152 30 00	Premier Wireless Service	132 W Douglas Ave	2	\$130.70

APN	Owner Name	Site Address	Benefit Zone	Parcel Assmt
488 152 47 00	Promenade Square L L C	133 W Main St	1	\$3,330.96
488 152 48 00	Promenade Square L L C	155 Main St	1	\$349.85
488 152 49 00	Promenade Square L L C	175 W Main St	1	\$788.08
488 152 50 00	Promenade Square L L C	W Main St	1	\$1,923.14
488 200 45 00	Promising Futures Inc	109 E Lexington Ave	2	\$895.76
488 232 03 00	Quin Yvonne	423-437 E Main St	1	\$1,414.44
488 232 04 00	Quin Yvonne	445 E Main St	1	\$716.05
488 152 29 00	Reddick Bonnie L	136 W Douglas Ave	2	\$130.70
488 211 01 00	Refoua Maurice	261 E Main St	1	\$1,946.36
488 211 02 00	Refoua Maurice & Mois	261 E Main St	1	\$575.42
488 212 17 07	Robert E. Lewis Trust	275 E Douglas Ave #101	2	\$156.91
488 083 01 00	Robert Shamoun	119-123 N Magnolia Ave	1	\$895.26
488 212 17 06	Robinson, Russel K & Mary A	275 E Douglas Ave #116	2	\$151.61
487 173 37 00	Rogers, Galen E.	234 N Magnolia Ave	1	\$2,009.40
488 040 02 00	Romero Rose M Trust	353 E Park Ave	2	\$1,412.67
488 152 25 00	Root David L	152 W Douglas Ave	2	\$135.91
487 192 47 00	Rs Partners LP	198 W Main St	1	\$26,317.10
487 192 51 00	Rs Partners LP	Sunshine Ave N	1	\$1,468.40
487 192 54 00	Rs Partners LP	194 W Main St	1	\$2,811.29
482 302 02 00	Rubin Mark & Michelle	480 N Magnolia Ave	1	\$2,142.42
487 282 27 00	Rus Florin-Gabriel	935 W Main St	2	\$392.31
487 282 28 00	Rus Florin-Gabriel	Main St W	2	\$198.07
487 282 29 00	Rus Florin-Gabriel	925 W Main St	2	\$415.99
487 282 31 00	Rus Florin-Gabriel	939 W Main St	2	\$275.37
488 111 34 00	Russ & Lucy John Mcmillian	Ballantyne St	1	\$626.77
488 152 32 00	Sadler Robert M	126 W Douglas Ave	2	\$135.96
487 160 07 00	Sagart Shawn	444 W Main St	1	\$3,037.77
488 083 02 00	Saint Madeleine Sophies Cntr.	109-111 Rea Ave	1	\$719.32
488 152 19 00	Salgado Richard & Luz J	150 W Douglas Ave	2	\$130.74
487 192 52 00	San Diego Credit Union	312 W Main St	1	\$3,313.30
487 121 24 00	San Diego Gas & Electric	Main St	2	\$9,110.87
487 121 25 00	San Diego Gas & Electric	Main St	2	\$2,307.84
487 121 76 00	San Diego Gas & Electric	*no Site Address*	2	\$4,542.55
487 121 92 00	San Diego Gas & Electric	Main St	2	\$4,587.16
487 262 04 00	San Diego Metropolitan Transit	166 S Marshall Ave	2	\$3,333.49
487 262 09 00	San Diego Metropolitan Transit	1133 W Main St	2	\$1,209.25
487 273 06 00	San Diego Metropolitan Transit	398 S Marshall Ave	2	\$4,729.55
488 152 35 00	Sanchez Ricardo J&Ali Sundus I	114 W Douglas Ave	2	\$130.70
487 301 27 00	Saul & Maria Bejarano	813 W Main St	2	\$430.90
482 282 03 00	Sawa Shlaimon T & Layla	407 W Madison Ave	2	\$299.24
488 162 18 00	Schreck Charles E & Erma L Trust	240 S Magnolia Ave	1	\$1,588.91
487 171 47 00	Security Title Insurance	460 N Magnolia Ave	1	\$2,134.74
488 040 13 00	Shadow Mountain Community Church Inc	367-389 Wells Ave	2	\$7,622.18
488 040 14 00	Shadow Mountain Community Church Inc	345 Wells Ave	1	\$4,320.28
487 160 04 00	Shawn Sagart	464 W Main St	1	\$4,499.79
488 152 21 00	Sherlock Karl J	142 W Douglas Ave	2	\$130.74
488 162 13 00	Shorridge Terry & Mary	120-180 W Lexington Ave	2	\$653.22
487 301 25 00	Sidjam L L C	101 Richfield Ave	2	\$857.43
487 331 08 00	Silva Sai A Family Trust	360 W Lexington Ave	2	\$552.89
488 191 02 00	Silverman Family Trust	115-117 E Main St	1	\$1,079.80
487 331 30 00	Slagill Roger S	437-447 W Douglas Ave	2	\$664.41
488 200 01 00	Smith Andrew A & Gaile H	145 E Lexington Ave	2	\$722.10
487 301 30 00	Sotcher Co	104 Richardson Ave	2	\$735.63
488 162 15 00	Southern Calif. Developent Corp. Of Voa Inc	290 S Magnolia Ave	1	\$1,480.41

APN	Owner Name	Site Address	Benefit Zone	Parcel Assmt
488 152 36 00	Spencer Emmanuel D	110 W Douglas Ave	2	\$130.70
483 330 22 00	Spread The Word L P	Magnolia Ave N	1	\$2,049.95
483 330 34 00	Spread The Word Lp	531-565 N Magnolia Ave	1	\$2,138.99
488 152 23 00	Steeps Sheridan D	134 W Douglas Ave	2	\$130.70
488 151 05 00	Storrs Lic	205 E Main St	1	\$584.58
488 151 18 00	Storrs Lic	231 W Main St	1	\$699.78
488 151 20 00	Storrs Lic	231 W Main St	1	\$2,058.45
487 342 06 00	Sunshine Partners	Sunshine St S	2	\$2,649.72
487 192 50 00	Swaroop Second Family L P	220 W Main St	1	\$2,906.46
488 151 15 00	Sweeney Family Trust	260 W Douglas Ave	2	\$605.02
488 151 12 00	Sweetwood James R & Darlene S	151 S Sunshine Ave	2	\$1,341.90
488 112 24 00	Tahili Investments L L C	562-566 E Main St	1	\$947.13
488 152 40 00	Talton Jacinda N	120 W Douglas Ave	2	\$130.70
488 161 02 00	Terry Arbaugh Trust	227-231 W Douglas Ave	2	\$366.94
482 302 06 00	The Copley Press Inc	185 W Madison Ave	2	\$1,311.48
488 191 01 00	The Salvation Army	101 E Main St	1	\$1,112.71
488 112 67 00	The Southland Corp.	410 E Main St	1	\$1,247.24
488 191 07 00	Tres Caminos L P	161 E Main St	1	\$1,337.34
488 233 04 00	U S Credit Bancorp Inc	575 E Main St	1	\$709.02
487 301 26 00	U S Financial L P	821 W Main St	2	\$594.55
488 191 09 00	Unarius Educational Foundation	131 N Magnolia Ave	1	\$472.41
488 191 15 00	Unarius Educational Foundation	145 S Magnolia Ave	1	\$105.03
488 191 16 00	Unarius Educational Foundation	147 S Magnolia Ave	1	\$714.58
488 212 17 16	Valle De Oro Financial	275 E Douglas Ave #112	2	\$154.88
488 231 12 00	Valley Congregation Of Jehovahs Witness	211 Claydelle Ave	2	\$630.45
487 172 22 00	Vision Five L L L P	374 N Magnolia Ave	1	\$2,723.81
488 152 42 00	Warner Gradon G	112 W Douglas Ave	2	\$130.70
487 321 34 00	Webster E&L Family Limited Partnership	613 W Main St	2	\$3,086.25
487 321 33 00	Webster Eddie M&Linda S Family Trust	601-607 W Main St	2	\$2,745.61
488 212 17 10	Wenbourne, Thomas E & Deborah L	275 E Douglas Ave #106	2	\$132.84
482 283 05 00	Wilson Renae L 01-27-06	275 W Madison Ave	2	\$1,561.47
488 172 20 00	Wokuluk Gary J	119-137 W Lexington Ave	2	\$1,233.65
488 010 24 00	Wong Family Trust	405 N Magnolia Ave	1	\$1,532.17
488 232 31 00	Yousif Othman & Basima	421 E Main St	1	\$1,169.16
487 172 70 00	Zeman Victor W&Sarah C Family Trust	140 W Park Ave #152	2	\$1,733.89
488 172 01 00	Zions First National Bank	175 W Lexington Ave	2	\$937.68
488 231 22 00	Zouhar, Edward & Emile	303-305 E Main St	1	\$1,202.60
Grand Total				\$560,000

ATTACHMENT B

CONFLICT OF INTEREST DETERMINATION

CORPORATION shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CORPORATION shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the CORPORATION has a financial interest as defined in Government Code Section 87103. CORPORATION represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the City.

“CONSULTANT¹” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
6. Grant City approval to a plan, design, report, study, or similar item;
7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

(B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

¹ The City’s Conflict of Interest Code and the Political Reform Act refer to “consultants,” not “contractors.” The City’s professional services agreements might refer to the hired professional as a “contractor,” not a “consultant,” in which case the Conflict of Interest Code may still apply. The Conflict of Interest Code, however, does not cover public works contractors.

DISCLOSURE DETERMINATION:

- 1. CORPORATION will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. No disclosure required.
- 2. CORPORATION will be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. As a result, CORPORATION shall file, with the City Clerk of the City of El Cajon in a timely manner as required by law, a Statement of Economic Interest (Form 700) as required by the City of El Cajon Conflict of Interest Code, and the Fair Political Practices Commission, to meet the requirements of the Political Reform Act. *

Signature Nancy Palm Date 1/25/12
Name NANCY PALM Department CITY MANAGER'S OFFICE
City Attorney Approval of Determination [Signature]
City Manager Approval of Determination [Signature]

*CORPORATION's disclosure of investments, real property, income, loans, business positions and gifts, shall be limited to those reasonably related to the project for which CORPORATION has been hired by the CITY. The scope of disclosure for CORPORATION is attached hereto as Attachment B-1.

ATTACHMENT B-1

CONFLICT OF INTEREST SCOPE OF DISCLOSURE

(For use in preparing California Form 700)

Investments: "Investment" means a financial interest in any business entity engaged in the business of sales, marketing and promotion benefitting Business Improvement Districts pursuant to the California Parking and Business Improvement District Law of 1989 and/or 1994, respectively.

Real Property: "Real property" interests are limited to real property in the city of El Cajon, wherever located.

Sources of Income: "Sources of income" means income (including loans, business positions, and gifts) of CORPORATION, in excess of \$500 or more during the reporting period from sources that are business entities engaged in the business of providing sales, marketing and/or promotion support of Business Improvement Districts.



City Council
Agenda Report

DATE: January 11, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Mayor Wells
SUBJECT: Council Activity Report

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:

December 3, 2021 – KUSI Interview
December 3, 2021 – SANDAG Board of Directors Meeting
December 7, 2021 – Redistricting Press Conference
December 8, 2021 – Redistricting Press Conference
December 8, 2021 – Meeting with City Manager Regarding State of the City
December 9, 2021 – SANDAG Press Conference
December 9, 2021 – Interview with KUSI
December 9, 2021 – Mark Larson Show
December 10, 2021 – SANDAG Board of Directors Meeting
December 10, 2021 – Jack Cronin Show
December 13, 2021 – Meeting with City Manager Regarding State of the City
December 14, 2021 – KUSI Interview
December 14, 2021 – Mark Larson Show
December 15, 2021 – Mike Slater Show
December 15, 2021 – Fox 5 Interview
December 15, 2021 – NBC Interview
December 15, 2021 – One American News Interview
December 17, 2021 – SANDAG Board of Directors Meeting
January 10, 2021 – Speak at El Cajon Valley Host Lions Club
January 11, 2022 – Attend City Council Meeting(s)

I am available to answer questions.

Submitted By: Bill Wells, Mayor



City Council Agenda Report

Agenda Item 13.

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Councilmember Goble

SUBJECT: COUNCILMEMBER STEVE GOBLE

MTS (Metropolitan Transit System Board); East County Advanced Water Purification Joint Powers Authority Board; Chamber of Commerce – Government Affairs Committee; SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – Alternate; METRO Commission/Wastewater JPA – Alternate.

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:

- December 6, 2021 - Send SANDAG editorial to Albert @ East County Californian
- December 7, 2021 - Email to Dick B. re: VMT
- December 7, 2021 - Meet with Lorenzo @ CASA re: county survey on tobacco
- December 7, 2021 - Attend Chaldean Rally re: maps
- December 10, 2021 - Email Lorenzo @ CASA re: New Zealand article on cigarettes
- December 10, 2021 - Respond to Tom D re: masks at Valhalla Concert
- December 10, 2021 - Email with Bonnie B re: Safe Parking proposal
- December 10, 2021 - Email with Danean re: Safe Parking proposal
- December 14, 2021 - Respond to Collin McG re: Safe Parking proposal
- December 14, 2021 - Respond to Shanna W re: funding for emergency cabins
- December 14, 2021 - Respond to John C re: timing of light @ 2nd / Greenfield.
- December 15, 2021 - Respond to Nawar @ Patriot Transportation re: taxi medallion requirements
- December 15, 2021 - Attend MTS Rider Appreciation Event
- December 16, 2021 - Attend MTS Board Meeting
- December 18, 2021 - Trash pickup on Walter Way

December 18, 2021 - Respond to Rich A. re: issue at The Magnolia
December 20, 2021 - Post on Next Door re: 10 add'l police officers
December 20, 2021 - Respond to Vince K re: redistricting maps
December 21, 2021 - Respond to Tori F. w/question on issue outside of city limits
December 22, 2021 - Respond to Riley Automotive re: status of business grant
December 22, 2021 - Trash pickup at E Main / Madison to Melody
December 22, 2021 - Lunch with Kyle S from East County AWP
December 23, 2021 - Attend Chamber lunch event w/Senator Jones
December 23, 2021 - Meeting with Dr. Zavarro re: street issues
December 24, 2021 - Trash Pickup on S Pierce St
December 29, 2021 - Trash pickup at E Main / Greenfield to Broadway to Middle School
December 30, 2021 - Respond to Khaled M re: request for Cert of Occupancy
December 30, 2021 - Respond to Drum M re: Cox email issue
January 3, 2022 - Emails with Allen Young @ Cox
January 4, 2022 - Attend East County Chamber Gov't Affairs Committee meeting
January 4, 2022 - Trash pickup N Second St
January 4, 2022 - Email with City Atty re: public notices for Chamber meetings
January 10, 2022 - Meeting w/City Manager
January 11, 2022 - Attend City Council Meeting(s)

I am available to answer questions.

Submitted By: Steve Goble, Councilmember



City Council
Agenda Report

Agenda Item 14.

DATE: January 11, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Councilmember Kendrick
SUBJECT: COUNCILMEMBER GARY KENDRICK
METRO Commission/Wastewater JPA; Heartland Communications;
Heartland Fire Training JPA.

RECOMMENDATION:

That the City Council 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:

January 11, 2022 - Attend City Council Meeting(s)

I am available to answer questions.

Submitted By: Gary Kendrick, Mayor Pro Tem



City Council
Agenda Report

Agenda Item 15.

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Deputy Mayor Metschel

SUBJECT: DEPUTY MAYOR MICHELLE METSCHEL

Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate; Heartland Fire Training JPA – Alternate.

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:

December 18, 2021 – Pajama Party for the kids at ECTLC

January 11, 2022 – Attend City Council Meeting(s)

I am available to answer questions.

Submitted By: Michelle Metschel, Councilmember



City Council
Agenda Report

Agenda Item 16.

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Councilmember Ortiz

SUBJECT: COUNCILMEMBER PHIL ORTIZ

League of California Cities, San Diego Division; East County Economic Development Council; MTS (Metropolitan Transit System Board) – Alternate; East County Advanced Water Purification Joint Powers Authority Board – Alternate; Chamber of Commerce – Government Affairs Committee – Alternate.

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:

January 11, 2022 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Phil Ortiz, Councilmember



City Council
Agenda Report

DATE: January 11, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Angela Cortez, City Clerk
SUBJECT: Zoning Code Amendment No. 2021-0002

RECOMMENDATION:

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

An Ordinance to Amend Title 17 of The El Cajon Municipal Code to Update the City's Zoning Code Including Adopting Additional Objective Standards for New Development.

Attachments

Ord 5113

ORDINANCE NO. 5113

AN ORDINANCE TO AMEND TITLE 17 OF THE
EL CAJON MUNICIPAL CODE TO UPDATE THE CITY'S
ZONING CODE INCLUDING ADOPTING ADDITIONAL
OBJECTIVE STANDARDS FOR NEW DEVELOPMENT

WHEREAS, the City of El Cajon (the "City") has adopted a general plan (the "General Plan") for the purposes of providing guidance on the present and future development and redevelopment of the City; and

WHEREAS, the General Plan includes goals to reduce governmental constraints to the development of property, including Goal 10, which requires the City to periodically revise its regulatory codes, ordinances, and policies to reflect current and upgraded standards of development; and

WHEREAS, in implementing the goals of the General Plan the City has identified various changes to Title 17 of the El Cajon Municipal Code (the "Zoning Code"), which changes would provide clarity, consistency, and objective standards for development, as well as help to streamline multiple development review processes, thereby removing certain existing governmental constraints; and

WHEREAS, the proposed updates to the City's Zoning Code have been presented to the City's Planning Commission for its review and recommendation; and

WHEREAS, following a properly noticed public hearing, at which both verbal and written testimony were presented, the Planning Commission adopted its Resolution No. 11058, recommending approval of the proposed Zoning Code amendments presented to the City Council.

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

SECTION 1. The foregoing recitals are true and correct and are findings of the City Council.

SECTION 2. The City Council finds that California Environmental Quality Act ("CEQA") common sense exemption in accordance with CEQA section 15061(b)(3) applies for the proposed project.

SECTION 3. Section 17.20.070 of Chapter 17.20 of Title 17 of the El Cajon Municipal Code is hereby repealed.

SECTION 4. Section 17.20.070 is hereby added to Chapter 17.20 of Title 17 of the El Cajon Municipal Code to read as follows:

17.20.070 Commission action shall be final when recommending denial.

The action of the planning commission in recommending denial of an application for an amendment shall be final and conclusive.

SECTION 5. Section 17.60.050 of Chapter 17.60 of Title 17 of the El Cajon Municipal Code is hereby repealed.

SECTION 6. Section 17.60.050 is hereby added to Chapter 17.60 of Title 17 of the El Cajon Municipal Code to read as follows:

17.60.050 Authority to approve.

The planning commission may recommend approval, conditional approval, or denial of a PUD to the city council. The city council's decision to approve, conditionally approve, or deny a proposed PUD is final.

SECTION 7. Section 17.70.030 of Chapter 17.70 of Title 17 of the El Cajon Municipal Code is hereby repealed.

SECTION 8. Section 17.70.030 is hereby added to Chapter 17.70 of Title 17 of the El Cajon Municipal Code to read as follows:

17.70.030 Initiation.

Specific plans and amendments thereto shall be adopted in the same manner as provided in this title for amendments to the Zoning Code and may be initiated by:

- A. Submittal of a completed application by the property owner, or the owner's agent; or
- B. Resolution of intention of the city council; or
- C. Resolution of intention of the planning commission; or
- D. City Council action.

SECTION 9. Section 17.75.020 of Chapter 17.75 of Title 17 of the El Cajon Municipal Code is hereby repealed.

SECTION 10. Section 17.75.020 is hereby added to Chapter 17.75 of Title 17 of the El Cajon Municipal Code to read as follows:

17.75.020 Applicability.

Some businesses and activities, intended by virtue of their nature to be established for a short duration, may be allowed in various zones with approval of a temporary use permit, as indicated in the land use tables in Chapters 17.140, 17.145, and 17.150. No temporary use permit is required for uses that have been authorized by conditional use permit. Temporary uses include the following:

- A. Seasonal outdoor businesses, such as Saint Valentine's Day flower booths, Christmas tree lots, and Halloween pumpkin lots.
- B. Outdoor sales events, such as parking lot sales and outdoor arts and craft shows. Businesses in the city are limited to two outdoor parking lot sales per year, unless additional sales are authorized by conditional use permit. A single vendor may have no more than two outdoor sales events in the city per year, regardless of location unless approved by a conditional use permit.
- C. Amusements, such as circuses, carnivals, and other similar activities conducted in the general commercial and regional commercial zones.
- D. Prefabricated storage containers used for short-term or seasonal storage.
- E. Construction laydown yards in commercial and industrial zones.
- F. Vehicle storage lot for short-term storage, of excess inventory of new and used automobiles, when the dealership is operated on property of at least two (2) acres in size within the city. The duration may not exceed two (2) years, with a maximum of one administratively-authorized extension.
- G. Food trucks and/or trailers subject to section 17.225.240.
- H. Other similar temporary uses, as determined by the director.

SECTION 11. The definition of "Ordinary household pet," in section 17.105.020 of Chapter 17.105 of Title 17 of the El Cajon Municipal Code is hereby repealed.

SECTION 12. The definitions of "Freeway-oriented uses," and "Ordinary household pet," are hereby added to section 17.105.020 of Chapter 17.105 of Title 17 of the El Cajon Municipal Code, in their appropriate alphabetical sequences within section 17.105.020, to read as follows:

"Freeway-oriented uses" means those uses customarily sited immediately adjacent to freeways and designed to serve the traveling

public. These uses include lodging establishments, drive through services accessory to permitted land uses, automotive fueling stations, convenience markets, restaurants, and electrical vehicle charging stations.

"Ordinary household pet" means any animal, which is normally domesticated and customarily kept for personal use or enjoyment at a residence. For purposes of this code, ordinary household pets shall include, but not be limited to: domesticated dogs, cats, small mammals, birds, fish, reptiles, and rodents. Not included in this definition are wild animals, domesticated livestock, poultry, and those animals whose ownership is prohibited by the state of California, the United States government, or other portions of this code.

SECTION 13. Section 17.115.100 of Chapter 17.115 of Title 17 of the El Cajon Municipal Code is hereby repealed.

SECTION 14. Section 17.115.100 is hereby added to Chapter 17.115 of Title 17 of the El Cajon Municipal Code to read as follows:

17.115.100 Outdoor uses.

A. General regulations.

1. Except as specifically permitted in this title, all commercial uses and associated storage shall only be conducted within completely enclosed buildings. Exceptions exist for those uses that are customarily conducted outdoors, although such uses may require a conditional use permit or other permit approval as indicated in this title. Examples of uses that are customarily conducted outdoors in commercial zones include, but are not limited to: outdoor dining areas, vehicle sales lots, plant nurseries and garden centers, sports fields and courts, and outdoor amusements such as go-kart tracks and miniature golf.
2. Certain outdoor commercial, industrial and manufacturing uses such as plant nurseries, garden centers, and outdoor storage areas may require screening measures. The requirement for screening as well as the methods, materials, and appearance of required screening for outdoor uses are subject to the discretion and approval of the director of community development, or in the case of a conditional use permit, the planning commission. The director or commission may require decorative screening materials in visually prominent or visually sensitive areas.
3. Under no circumstances shall outdoor uses and activities be permitted which displace required off-street parking or

landscaping improvements. For outdoor use and outdoor storage regulations in the M and C-M zones, refer to section 17.150.050.

B. Outdoor vending machines.

1. Outdoor vending machines, as defined in Chapter 17.105 of this title, are permitted along the primary storefront (i.e., that elevation of the building that includes the primary business entrance) of the following principal land uses, when located outside the area governed by Specific Plan No. 182, and subject to the performance standards in subsection C below:
 - a. Automotive fueling stations
 - b. Convenience markets
 - c. Liquor stores
 - d. Markets (grocery store)
 - e. Motels
 - f. Pharmacies
 - g. Supermarkets (grocery store)
 - h. Transition service centers and/or emergency shelters

Where the "primary business entrance" is located at the corner of a building, outdoor vending machines will be permitted on the side of the business that fronts the street from which the business takes its address.

2. Notwithstanding subsection (B)(1) above, outdoor vending machines may be approved as an ancillary use to other uses, and within Specific Plan No. 182, where appropriate and compatible, (example: common recreation area of a residential project, or interior courtyard of a downtown motel), with approval of a Minor Conditional Use Permit, and subject to the performance standards listed in subsection C below, provided the outdoor vending machines are also sited in a location that prevents the machines from being visible from the public right-of-way. This requirement shall not be used to permit outdoor vending machines on the side or rear of a commercial establishment outside the view of employees within the business.

- C. Outdoor vending machine performance standards. When outdoor vending machines are permitted, they are subject to the following requirements:
1. Outdoor vending machines shall not obstruct pedestrian pathways, driving aisles, parking spaces, or any areas necessary for proper vehicular circulation or loading activities. A clear path of travel at least four feet wide must be provided around outdoor vending machines.
 2. Outdoor vending machines shall comply with the provisions of Title 24 of the California Code of Regulations (California Physical Access Laws).
 3. Outdoor vending machines shall comply with the requirements of the California Building and Fire Safety Codes.
 4. Outdoor vending machines shall not be located within four feet of the public right-of-way, or located in such a manner as to encourage or require customers to stand or park in the right-of-way in order to use the machine.
 5. The back of an outdoor vending machine may not be located more than 18 inches from an exterior wall of the primary structure on the lot.
 6. If exposed conduits or pipes are required (e.g., to supply the outdoor vending machine with power, coolant for refrigeration, or the product being dispensed), they shall be secured to the building and painted or otherwise screened to match the building exterior. Exposed conduits, pipes, and utility connections shall not bridge a span or gap greater than 18 inches.
 7. All outdoor vending machines shall be maintained in a clean and attractive condition. Any graffiti on an outdoor vending machine shall be removed within 24 hours. If the outdoor vending machine is removed, the area shall be cleaned and restored to its previous condition, including the removal of any abandoned pipes, conduits or other connecting hardware.
 8. In addition to the other requirements of this Chapter, the following criteria shall apply to outdoor vending machines:
 - a. Outdoor vending machines shall not block or visually obstruct the sales counter as viewed from outside the establishment.

- b. The area occupied by outdoor vending machines may not exceed 20% of the width of the building elevation along which they are located, nor shall the combined width of all vending machines at any one site exceed 30 feet.
 - c. Sign copy on an outdoor vending machine shall be limited to that which fits on the exterior panels of the machine and shall only advertise the actual product or service provided by the machine.
 - d. The provisions of this section shall not apply to any property in the M-U zone district. The approved specific plan associated with each M-U zoned property shall address outdoor vending machines on that property.
- D. Outdoor display of merchandise accessory to permitted on-site use. Any outdoor display must be in conjunction with a use operating within the building or tenant space and shall comply with the following requirements:
- 1. Display of merchandise must be located directly adjacent to the business operating sales.
 - 2. The aggregate display area shall not exceed 24 square feet.
 - 3. Merchandise must be located within 4 feet of the store front.
 - 4. Items shall be displayed only during the hours that the use conducted inside the building on the premises is open for business.
 - 5. No item, or any portion thereof, shall be displayed on public property unless an encroachment permit has first been obtained from Public Works.
 - 6. No item shall be displayed within required landscaping or required parking spaces.
 - 7. No item shall be displayed in a manner that causes a safety hazard; obstructs the entrance to any building; interferes with or impedes the flow of pedestrian or vehicle traffic; is unsightly or creates any other condition that is detrimental to the public health, safety or welfare or causes a public nuisance.
 - 8. Separately regulated products are not eligible for outdoor display. Separately regulated products include, but are not limited to: alcohol, automotive parts, and tobacco and paraphernalia.

SECTION 15. Section 17.145.150 of Chapter 17.145 of Title 17 of the El Cajon Municipal Code is hereby repealed.

SECTION 16. Section 17.145.150 is hereby added to Chapter 17.145 of Title 17 of the El Cajon Municipal Code to read as follows:

17.145.150 Commercial land use table.

The following table lists uses that may be established in commercial zones. The abbreviations used in the land use table shall have the following meanings:

- A "A" means "adult entertainment permit"
- C "C" means "conditional use permit"
- D "D" means "director's determination"
- MC "MC" means "minor conditional use permit"
- MUP "MUP" means "minor use permit"
- P "P" means "permitted use"
- S "S" means "site development plan permit"
- T "T" means "temporary use permit"
- Z "Z" means "administrative zoning permit"
- X "X" means "not permitted"

In addition to the abbreviated terms listed above, the land use table incorporates endnotes, which are indicated by numerical designators in the final column of the table. The numerical designators correspond with written notes listed at the bottom of the table. The notes provide additional information and direct readers to other applicable sections of the El Cajon Municipal Code.

**Table 17.145.150
Commercial Land Use Table**

	O-P	C-N	C-G	C-R	C-M	Notes
Commercial Uses						
Adult bookstore, adult theater, and other adult entertainment activities	X	X	A	A	X	1, 2
Alternative lending including payday loans, anticipatory loans, and auto title lending, excludes federal or state chartered banks, savings and loans, thrifts, and credit unions	X	X	C	C	X	1, 32, 33
Amusement parks including miniature golf, go-cart tracks, mechanized rides, etc.	X	C	C	C	C	
Animal grooming services	X	P	P	P	X	
Antique sales	X	P	P	P	X	

	O-P	C-N	C-G	C-R	C-M	Notes
Appliance repair; large gas and electric appliances including heating and air conditioning systems, parts and supplies	X	X	X	X	P	1
Appliance sales; large gas and electric appliances including heating and air conditioning systems, parts and supplies	X	P	P	P	P	
Appliance sales and repair of small electrical appliances	X	P	P	P	P	1
Art galleries, commercial retail	X	P	P	P	X	
Artist studios and art restoration services	P	P	P	P	P	
Athletic clubs and fitness centers	X	P	P	P	X	28
Auction house	X	X	C	C	P	1
Auto parts and accessories; new parts	X	X	P	P	X	1
Auto parts and accessories; used parts, excludes dismantling	X	X	X	X	P	1, 3
Auto rental including the rental of moving vans, trucks and trailers	X	X	C	X	C	1
Auto sales, including: autos, motorcycles, light trucks, and recreational vehicles	X	X	C	C	C	4
Automotive body repair	X	X	C	X	C	1
Automotive service and repair	X	X	C	C	C	1
Automotive fueling station	X	C	C	C	C	5
Auto washing and detailing, full service carwash	X	X	C	X	X	1
Auto washing, self-service carwash	X	C	C	X	X	1
Bail bonds office	P	P	P	P	P	1
Beauty salon, nail salon, barber shop, and day spa	P	P	P	P	X	6
Beauty supply and cosmetics sales	P	P	P	P	X	
Billboard sign	P	P	P	P	P	7
Blood banks and blood donation facilities	P	P	P	P	X	1
Blood plasma centers	C	X	X	X	X	1
Boat sales including ancillary service and repair	X	X	P	X	C	
Book store, including news copy and magazine sales	P	P	P	P	X	
Bowling alley	X	X	C	C	X	
Camera and photographic sales and related services	X	P	P	P	X	

	O-P	C-N	C-G	C-R	C-M	Notes
Card room, non-gambling	P	P	P	P	X	3, 26
Carpet and drapery cleaning and repair services	X	X	X	X	P	
Cemetery, crematory, and mausoleum	C	C	C	C	C	
Child activity centers	X	P	P	P	X	
Circuses and carnivals	X	X	T	T	X	
Clothing and apparel store, new	X	P	P	P	X	
Clothing and costume rentals	X	P	P	P	X	
Clubs: youth clubs, professional organizations, union halls, fraternal organizations, and similar uses	C	C	C	C	X	
Cocktail lounge	X	C	C	C	X	8, 9
Community gardens	P	P	P	P	P	29
Consumer electronics retail sales with ancillary service	X	P	P	P	P	
Contract construction services	X	X	X	X	P	
Convenience market	X	P	P	P	X	8
Custodial and cleaning services including property management and building maintenance with associated vehicle, equipment, and supply storage	X	X	X	X	P	
Dance studio	X	P	P	P	X	
Day care facility	MUP	MUP	MUP	MUP	MUP	
Department store with general retail sales	X	P	P	P	X	
Drive-through service accessory to an authorized land use	S	S	S	S	S	1
Employment services	P	P	P	P	P	
Equipment rental with outdoor storage or display	X	X	C	C	C	1
Equipment rental without outdoor storage or display	X	P	P	P	P	1
Escort service	X	X	P	X	X	3
Fabric store	X	P	P	P	X	
Farmers market	X	Z	Z	Z	X	34
Financial services and institutions	P	P	P	P	X	10
Firearm and ammunition sales, new and resale	X	P	P	P	X	3
Firing ranges, indoor ranges for fire arms or archery	X	X	C	C	C	1
Florist	P	P	P	P	X	
Food truck or trailer	X	T	T	T	T	36
Funeral parlor and mortuary	P	P	P	P	X	1

	O-P	C-N	C-G	C-R	C-M	Notes
Furniture and home furnishing sales	X	P	P	P	P	
Game center and video arcade	X	X	P	P	X	3
General retail sales	X	P	P	P	X	
Gift shop, including novelties, souvenirs, greeting cards, etc.	X	P	P	P	X	
Gunsmith	X	P	P	P	X	1
Hardware store, indoor (includes building materials and related services)	X	P	P	P	P	1
Hardware store with outdoor storage or display (includes building materials and related services)	X	X	C	C	C	1
Headquarters office facility	P	X	P	P	P	
Heavy equipment sales including large trucks and tractor-trailer rigs	X	X	X	X	C	
Hobby shop	P	P	P	P	X	
Hotel and motel	X	X	C	C	X	
Household accessories including bedding, linens, kitchen supplies, etc.	X	P	P	P	X	
Kennel	X	X	X	X	C	
Kiosk, booth, and stand	X	Z	Z	Z	Z	11
Laundry and dry cleaning services, retail, including coin operated self-service laundry	X	P	P	P	X	
Liquor store	X	C	C	C	X	1, 8
Live entertainment	X	X	C	C	X	3
Locksmith and related services	X	P	P	P	P	
Manufactured housing sales including modular and mobile home sales	X	X	P	X	P	
Market	X	P	P	P	X	
Massage establishments, steam bath, and sauna room	X	X	C	C	X	1, 3, 6, 12
Massage services permitted as an accessory use to a permitted primary use	P	P	P	P	X	3, 6, 12
Medical and dental office, laboratories, and clinics open to the general public including acupuncture, chiropractic, and other state licensed health care practices	P	P	P	P	X	
Medical and dental laboratory not open to the public	P	P	P	P	P	
Marijuana cultivation, delivery, dispensary, manufacturing and storage	X	X	X	X	X	

	O-P	C-N	C-G	C-R	C-M	Notes
Modeling agency, talent agencies and entertainment booking services (office only)	P	P	P	P	X	
Motion picture theatre (indoor)	X	X	C	C	X	13
Music lessons conducted indoors	P	P	P	P	X	
Music store including the sale of musical instruments, sheet music, and recorded music	X	P	P	P	X	
Office, administrative, business and professional	P	P	P	P	P	
Office machine sales	X	P	P	P	P	
Optical goods including eye glasses, contact lenses, and eye exams	P	P	P	P	X	
Outdoor dining, accessory to authorized restaurant or cocktail lounge	X	Z	Z	Z	Z	14
Outdoor sales events at existing business developments	T	T	T	T	T	
Parcel delivery and postal services (office only, does not include U.S. Postal Service offices)	P	P	P	P	X	
Pawn shop or pawn broker	X	X	C	C	X	1, 3, 32, 33
Personal storage facility	X	X	C	X	C	15
Pest control services	X	X	X	X	P	
Pet supply stores including pet sales and pet adoption services with accessory indoor veterinary and grooming services	X	P	P	P	X	
Pharmacy	P	P	P	P	X	16
Photocopying and other retail office services for the general public	P	P	P	P	X	
Photographic studio including ancillary photo finishing services	P	P	P	P	X	
Plant nursery	X	X	P	P	P	1
Pool hall or billiards parlor	X	X	C	C	X	3
Prefabricated storage containers used for short term storage	T	T	T	T	T	
Private security company with watch dogs	X	X	C	C	C	1, 3
Private security company without watch dogs	P	P	P	P	P	
Public assembly	X	X	C	C	C	
Recreational facility	MUP	MUP	MUP	MUP	MUP	
Resource recovery center	X	C	C	C	C	17

	O-P	C-N	C-G	C-R	C-M	Notes
Restaurant	P	P	P	P	C	8, 9, 18
Restaurant, take-out only	P	P	P	P	C	19
Restaurant (full-service) with alcoholic beverage production use	P	X	C	C	X	8, 9
Seasonal outdoor businesses such as Christmas tree lots	T	T	T	T	T	
Secondhand merchandise store or kiosk including buying of gold, precious metals, gemstones, jewelry, or electronics	X	X	C	C	X	1, 3, 32, 33
Service and repair of consumer electronics	X	P	P	P	X	
Shoe sales and shoe repair	X	P	P	P	X	
Single room occupancy (SRO) housing	X	X	C	X	X	
Skilled nursing facility	C	C	C	C	C	1
Special training and schooling conducted indoors	P	P	P	P	P	
Special training and schooling conducted outdoors	X	X	X	X	MC	
Sporting goods, bicycles, and toy stores	X	P	P	P	X	
Supermarket	X	P	P	P	X	
Surplus store	X	P	P	P	X	1
Swap meet and flea market	X	X	X	C	X	1, 3
Tailoring, alteration, and sewing services	P	P	P	X	X	
Tattoo and body piercing studio	X	X	P	P	X	1
Thrift or resale shop	X	P	P	P	X	1, 3
Ticket sales office	P	P	P	P	X	
Tobacco and smoke shop, electronic/vapor substance inhalation shop	C	C	C	C	X	1, 20
Tool and equipment repair and sharpening services excluding heavy equipment repair	X	X	P	P	X	1
Trailer and camper sales, non-motorized	X	X	P	X	P	
Travel agency	P	P	P	P	X	
Vehicle storage lot	T	X	T	T	T	
Veterinary and small animal hospital, indoors only	X	X	P	P	P	1
Video sales and rentals including video game sales and rentals	X	P	P	P	X	

	O-P	C-N	C-G	C-R	C-M	Notes
Vocational and trade school (conducted indoors)	X	P	P	P	P	9
Vocational and trade school (conducted outdoors)	X	X	X	X	C	9
Volume discount store (including 99¢ and closeout stores)	X	X	P	P	X	1
Watch, clock, and jewelry sales and repair	P	P	P	P	X	
Other similar uses	D	D	D	D	D	21
Light Industrial Uses						
Contract construction services	X	X	X	X	P	
Direct selling organizations (baked goods, ice cream trucks, bottled water vendors, catering wagons, etc.)	X	X	X	X	P	
Food and beverage processing	X	X	X	X	P	
Heavy equipment service and repair	X	X	X	X	C	
Laundry services, industrial, including linen, diaper, and uniform cleaning, alteration and repair services	X	X	X	X	P	
Light manufacturing	X	X	X	X	P	
Microbrewery	X	X	C	C	C	35
Printing and publishing services, non-retail and excluding contact with the general public	X	X	P	P	P	
Recycling center for metal, cardboard, glass, e-waste, etc.	X	X	X	X	C	
Scientific and commercial testing laboratories including product research and development	X	X	X	X	P	
Service and repair of light machinery including vending machines, office machines, large household appliances, etc.	X	X	X	X	P	
Service and repair of precision instruments including cameras, optical devices, medical devices and electronic testing equipment	X	X	X	X	P	
Warehousing and distribution	X	X	X	X	P	
Wholesale trade excluding explosives	X	X	X	X	P	
Other similar uses	D	D	D	D	D	21

Transportation, Communication and Utilities						
Ambulance service	C	C	C	C	P	1, 3
Bus passenger terminals, public or private charter	X	X	P	P	P	
Bus parking and maintenance facility	X	X	X	X	P	
Heliport	C	C	C	C	C	
Limousine service	X	X	X	X	P	3
Media production including broadcasting studios, and audio and video recording studios	X	P	P	P	P	
Parking lots and garages, short term	P	P	P	P	P	
Radio, and/or television broadcasting	P	P	P	P	P	22
Solid waste disposal facility	C	C	C	C	C	1
Taxicab terminal	X	X	P	P	P	
Towing services with vehicle storage	X	X	X	X	C	1, 3
Towing services without vehicle storage	X	X	C	X	C	1, 3
Trucking terminal for motor freight including parcel delivery service terminals	X	X	X	X	P	
Utilities, excluding sewage treatment	C	C	C	C	C	
Vehicle storage facility, long term, including lots and structures	X	X	X	X	MUP	1
Wireless communication facilities, freestanding	C	C	C	C	C	23
Wireless communication facilities, architecturally integrated or other stealth design	S	S	S	S	S	23
Other similar uses	D	D	D	D	D	21
Institutional and Charitable Uses						
Botanical garden, and arboretum	P	P	P	P	X	
Educational institution	C	C	C	C	C	
Emergency shelters	X	X	C	C	S	1, 24
Governmental administrative offices (excluding services)	P	P	P	P	P	
Governmental operation center and service facilities	C	C	C	C	C	
Hospital	C	C	C	C	X	
Library, public	P	P	P	P	X	
Museum	P	P	P	P	X	
Non-profit welfare and charitable organizations and services	X	X	C	C	X	1, 27
Parks and playgrounds, public or private	X	P	P	P	P	

Amateur sports fields	X	MUP	MUP	MUP	MUP	
Religious facilities	C	P	P	P	C	9
Temporary feeding area	C	C	C	C	C	
Transition service center	X	X	C	C	P	1, 24
WIC center	P	P	P	P	X	1
Other similar uses	D	D	D	D	D	21
Residential Uses						
Caretaker's unit	P	P	P	P	P	25
Residential care facility	C	C	C	C	X	1

1. Prohibited in SP 182. However, automotive service and repair uses are permitted with approval of a CUP in the portion of SP 182 that is also a part of Special Development Area No. 10 and zoned C-M. Furthermore, for those properties within SP 182 and located north of Madison Avenue, freeway-oriented uses as defined in this title are permitted accordingly.
2. Subject to the provisions of Chapter 17.45 (adult entertainment establishments).
3. Requires a Special Operations License for uses as described in ECMC Chapter 5.16. For towing services, only police towing services require a Special Operations License.
4. Off-site outdoor automobile sales are subject to the provisions of section 17.225.190.
5. Subject to the provisions of Chapter 17.215 (automotive fueling stations).
6. Subject to the provisions of Chapter 5.40 of the El Cajon Municipal Code.
7. Subject to the provisions of section 17.190.270 (billboard signs).
8. Subject to the provisions of Chapter 17.210 (alcohol sales).
9. Subject to parking requirements listed in section 17.185.190.
10. "Check cashing only" services are prohibited in SP 182.
11. Subject to the provisions of Chapter 17.40 (Administrative Zoning Permit), section 17.130.250 (kiosks).
12. Subject to the provisions of section 17.225.070 (massage establishments and services)
13. Subject to the provisions of Chapter 17.230 (motion picture theaters).
14. Subject to the provisions of section 17.225.090 (outdoor dining areas).
15. Subject to the provisions of Chapter 17.235 (personal storage facilities).
16. The retail display area shall not exceed fifteen percent (15%) of the gross floor area in the O-P zone.
17. Subject to the provisions of section 17.225.100 (resource recovery centers).
18. Restaurant size may be limited in the C-M zone.
19. Subject to the provisions of section 17.225.130 (take-out only restaurants).
20. Subject to the provisions of Chapter 17.240 (tobacco, smoke shops, and electronic/vapor inhalation shops).
21. As determined by the director of community development.
22. Excludes wireless communications facilities as defined in Chapter 17.105.
23. Subject to the provisions of Chapter 17.245 (wireless communications facilities).
24. Subject to the provisions of section 17.225.180 (transition service centers and emergency shelters).
25. Only one caretaker's unit permitted per lot in association with an authorized primary use occupying the same property. Must be attached to the primary structure on the lot, if such a structure exists.
26. May only be operated as an ancillary use to 1) a bona fide non-profit club, society, professional organization, union hall, fraternal organization, and similar (non-profit) use, with a valid conditional use permit for the primary use, and 2) a restaurant. Subject to additional card room regulations listed in Chapter 5.28 (Card rooms) of Title 5 and Chapter 17.225 (Miscellaneous Special Uses and Regulations) of this Title. Non-profit status must be in place prior to application submittal, as applicable.
27. Non-profit medical and dental clinics are permitted uses. They do not require a CUP and are not prohibited in SP 182.
28. Subject to the parking requirements for places of assembly listed in Table 17.185.190.
29. Subject to the provisions of Chapter 17.205 (agriculture and animals).
30. Excludes businesses purchasing items as an accessory use to a primary retail sales use.
31. Subject to the provisions of section 17.225.200 (Alternative Lending).
32. Subject to the provisions of Chapter 17.250 (Secondhand Merchandise Stores and Pawn Shops).
33. Prohibited in the boundaries of SP 462.
34. Subject to the provisions of section 17.225.220 (Farmer's Market).

- 35. Subject to the provisions of section 17.225.230 (Microbrewery).
- 36. Subject to the provisions of Chapter 17.75 (Temporary Use Permit) and section 17.225.240 (Food trucks).

SECTION 17. Section 17.150.170 of Chapter 17.150 of Title 17 of the El Cajon Municipal Code is hereby repealed.

SECTION 18. Section 17.150.170 is hereby added to Chapter 17.150 of Title 17 of the El Cajon Municipal Code to read as follows:

17.150.170 Manufacturing zone land use table.

The following table lists uses that may be established in the manufacturing (M) zone. The abbreviations used in the land use table shall have the following meanings:

- A "A" means "adult entertainment permit"
- C "C" means "conditional use permit"
- D "D" means "director's determination"
- MC "MC" means "minor conditional use permit"
- MUP "MUP" means "minor use permit"
- P "P" means "permitted use"
- S "S" means "site development plan permit"
- T "T" means "temporary use permit"
- Z "Z" means "administrative zoning permit"
- X "X" means "not permitted"

In addition to the abbreviated terms listed above, the land use table incorporates endnotes, which are indicated by numerical designators in the final column of the table. The numerical designators correspond with written notes listed at the bottom of the table. The notes provide additional information and direct readers to other applicable sections of the El Cajon Municipal Code.

**Table 17.150.170
Manufacturing Zone Land Use Table**

	M	Notes
Advertising and public relations office	P	
Agricultural processing, excluding animal slaughtering facility	P	
Aircraft and aviation equipment sales	P	
Alcoholic beverage production	P	12
Alcoholic beverage production with full-service restaurant	C	13
Animal slaughtering facility	C	
Ambulance service	P	1
Ammunition manufacturing	P	2, 14
Amusement park, including miniature golf, go-cart track, mechanized rides, etc.	C	1

	M	Notes
Aircraft and flying accessory sales	P	3
Art studio and art restoration service, excluding art galleries	P	
Athletic field and courts	C	
Auction house, indoor	P	
Auction house, outdoor	C	
Auto dismantling, salvage, and junk dealer, including the sale of used auto parts	C	1
Bus terminal, bus parking and maintenance facility, public or private charter	P	
Carpet and drapery cleaning and repair service	P	
Cemetery, crematory, and mausoleum	C	
Chemical production and processing, excluding explosives	P	
Computer programming, including web design, software engineering and other intellectual design and consulting services based upon digital computer technology	P	
Concrete batch processing plant	C	
Contract construction service	P	14
Credit reporting office	P	
Custodial and cleaning service, including property management and maintenance with associated vehicle, equipment, and supply storage	P	
Data storage facilities and server rooms, including internet service provider	P	
Day care facility including adult day care with health services	MUP	
Direct selling organization, including baked goods, ice cream truck, bottled water vendor, and catering wagon	P	
Educational institutions	C	
Emergency shelter	S	8
Equipment rental, with or without outdoor storage or display	P	
Firing range, indoor range for firearms or archery	C	
Firewood sales	C	
Flight school	P	
Food and beverage processing	P	
Food truck or trailer	T	16
Fuel storage and distribution, bulk fuel storage	P	
Funeral parlor and mortuary	C	
Governmental administrative office (not including services)	P	
Governmental operation center and service facility	C	
Hazardous waste treatment, storage, and transfer	C	
Headquarters office facility	P	
Heavy equipment sales, rental, and repair	P	
Heliport	C	
Insurance office	P	

	M	Notes
Kennel	C	
Land development consulting offices, including: architecture, planning, engineering, and real estate services	P	
Laundry services, industrial, including linen, diaper, and uniform cleaning, alteration, and repair services	P	
Light manufacturing	P	3
Light rail terminal	P	
Limousine service	P	1
Machine shop service, including milling and lathing	P	
Mail order and internet based sales, excluding contact with the public	P	
Marine craft sales and service	P	
Media production, including broadcasting studio, and audio and video recording studio	P	
Media distribution	P	
Medical and dental laboratory	P	
Messenger service	P	
Metal industries, including steel manufacturing and smelting	P	
Marijuana cultivation, delivery, dispensary, manufacturing, and storage	X	
Mining activity, including barrow pits over three feet in depth	C	
News agency, including newspaper office and web-based news outlets	P	
Outdoor sales event at existing business developments	T	
Parking lot and structure	P	
Pest control service	P	
Petroleum refining and processing of petroleum products	C	
Photocopying, mailing, and other office services, excluding contact with the general public	P	
Photographic service, excluding public contact	P	4
Prefabricated storage container used for permanent storage	C	
Prefabricated storage container used for short term storage	T	
Printing and publishing service	P	
Private security company with watch dogs	C	1
Private security company without watch dogs	P	1
Railroad facilities, including switching stations, maintenance yards, rail freight and passenger terminals	P	
Recreational facility—Commercial outdoors, including golf courses, driving ranges, radio controlled cars, skateboard parks, paintball facilities, and other similar uses	C	
Recycling center for metal, cardboard, glass, e-waste, etc.	C	
Religious facilities	C	

	M	Notes
Resource recovery center	C	
Restaurant	C	5, 6, 7
Sawmill, including the processing and manufacturing of wood products	P	
Scientific and commercial laboratories, including research, development, and testing services	P	
Service and repair of light machinery, including vending machines, office machines, large household appliances, etc.	P	
Solid waste processing facility	C	
Special training and schooling (conducted indoors)	P	11
Special training and schooling (conducted outdoors)	MC	
Sports assembly including stadium, arena, racetrack and other large sporting venue	C	
Swimming pool, swimming school, and other aquatic recreation facilities	C	
Temporary feeding area	C	
Towing services with or without vehicle storage	C	1
Transition service center	P	8
Trucking terminal for motor freight, including parcel delivery service terminals	P	
Truck sales and service (including large commercial trucks, vans, buses, and recreational vehicles)	P	
United States Postal Service facilities; processing only	P	
Utilities, including sewage treatment facilities	C	
Vehicle storage facility - long term, including lots and structures	MUP	
Vehicle storage lot - temporary	T	
Veterinary service and animal hospital	C	
Vocational or trade school; indoor or outdoor	P	7
Warehousing, including wholesale trade and distribution and excluding explosives	P	
Welding and metal fabrication	P	
Wireless communication facilities; freestanding	C	
Wireless communication facilities; architecturally integrated or other stealth design	S	15
Other similar uses	D	9
Residential Uses		
Caretaker's unit accessory to an authorized land use	P	10
Residential care facility	C	

1. Requires a special operations license as described in ECOM Chapter 5.16. For towing services, only police towing services require a special operations license.
2. Small arms ammunition only. Nothing larger than 30-caliber ammunition.
3. Light manufacturing describes a wide range of manufacturing uses as defined in Chapter 17.105.
4. Includes aerial photography, photo editing and finishing, service and repair of cameras and other optical devices.

5. Restaurants may be limited in size.
6. Subject to the provisions of Chapter 17.210 (alcohol sales).
7. Subject to the parking requirements listed in section 17.185.190.
8. Subject to the provisions of section 17.225.180 (transition service centers and emergency shelters).
9. As determined by the director of community development.
10. Only one caretaker's unit permitted per lot in association with an authorized primary use occupying the same property. Must be attached to the primary structure on the lot, if such a structure exists.
11. If the school provides instruction to persons under the age of 18, then a minor conditional use permit is required.
12. A tasting area, indoor and/or outdoor, not to exceed 25 percent of the gross floor area of the production space is permitted as an accessory use to an alcoholic beverage production manufacturer subject to Chapter 17.210 and section 17.225.210.
13. Subject to Chapter 17.210 Alcohol sales and deemed approved alcohol sales regulations.
14. Limited explosives storage allowed as accessory to an authorized primary use and subject to the Fire Code provisions and all local, state, and federal laws including the National Fire Protection Association.
15. Subject to the provisions of Chapter 17.245 (wireless communications facilities).
16. Subject to the provisions of Chapter 17.75 (Temporary Use Permit) and section 17.225.240 (Food trucks).

SECTION 19. Subsection (C) of section 17.165.210 of Chapter 17.165 of Title 17 of the El Cajon Municipal Code is hereby repealed.

SECTION 20. Subsection (C) is hereby added to section 17.165.210 of Chapter 17.165 of Title 17 of the El Cajon Municipal Code to read as follows:

17.165.210 Processing a PRD—Preparation of site plan, building elevations and subdivision map.

- C. Required Hearings. The proposed site plan and tentative map shall be considered at a public hearing by the planning commission, which shall recommend approval, conditional approval, or denial of the PRD to the city council. The city council shall hold a public hearing and make the final decision to approve, conditionally approve, or deny the project.

SECTION 21. Sections 17.185.030, 17.185.060, 17.185.190, and 17.185.220 of Chapter 17.185 of Title 17 of the El Cajon Municipal Code are hereby repealed.

SECTION 22. Sections 17.185.030, 17.185.060, 17.185.190, and 17.185.220 hereby added to Chapter 17.185 of Title 17 of the El Cajon Municipal Code to read as follows:

17.185.030 Minimum stall dimensions.

- A. Outdoor, uncovered, parking stalls shall have minimum dimensions of 8.5 feet in width, by 18.5 feet in depth. Such parking spaces may overhang landscaped areas by no more than two feet inclusive of exterior setback area and the curb width separating the stall from the landscaped area. The parking spaces may not overhang required walkway or sidewalk width. The painted stripes that define required parking stalls shall have a minimum width of four (4) inches and parking stall width shall be measured from the center of such stripes.

- B. Indoor and covered parking stalls, including stalls in garages and carports, shall have minimum dimensions of 10 feet in width by 20 feet in depth. Nothing shall be permitted to encroach into the required covered parking area including stairways, work-benches, laundry facilities, water heaters, etc.
- C. Minimum dimensions of angled parking stalls shall be determined by the city traffic engineer and maintained on file in the community development department.
- D. Motorcycle parking stalls shall have minimum dimensions of five (5) feet in width and 10 feet in depth.
- E. Parking spaces designed for small or economy cars shall not be permitted in satisfaction of the parking requirements imposed by this title, but may be permitted for parking spaces in excess of the requirements listed in this title.

17.185.060 Backup space.

Standard, rectangular (90 degree) parking spaces shall provide at least 24 feet of unobstructed back up maneuvering space. Back up space may include overhang of up to two feet of landscape areas. Back up space requirements in parking areas with angled stalls shall be determined by the city traffic engineer and maintained on file in the community development department.

17.185.190 Commercial zone parking requirements.

The table below lists the minimum parking requirements for non-residential developments and uses.

**Table 17.185.190
Commercial Zone Parking Requirements**

Unique uses	
Caretakers unit	Two (2) spaces in addition to any other parking required at the site
Institutional uses, utilities, and places of assembly	
Religious facilities, theatres, auditoriums, and similar places of assembly	One (1) space per every five (5) fixed seats, or one (1) space for every two hundred (200) square feet of gross floor area whichever is greater.
Public buildings including utilities and related facilities	As determined by CUP
Other uses not listed	As determined by the Director

Commercial uses	
General office uses and general retail commercial uses not specified elsewhere in this table	One (1) space per two hundred fifty (250) square feet of gross floor area up to ten thousand (10,000) square feet, plus one (1) space per three hundred (300) square feet of gross floor area for the next fifteen thousand (15,000) square feet, plus one (1) space per four hundred (400) square feet of gross floor area above twenty five thousand (25,000) square feet
Dance halls	One (1) space per fifty (50) square feet of dance floor, or one (1) space per three hundred (300) square feet of gross floor area, whichever is greater
Restaurants, cocktail lounges, and similar eating and drinking establishments	One (1) space per one hundred (100) square feet of gross floor area, except as follows: In shopping centers over two (2) acres in size, the parking requirement for restaurants is the same as for other general retail uses in that center; at an existing commercial property, the parking requirement for restaurants is the same as for other general retail uses.
Hospitals	One (1) space per bed.
Hotels and motels	One (1) space per room, plus one (1) space per three hundred (300) square feet of gross floor area dedicated to offices, restaurants and lounges located within the hotel or motel.
Automobile fueling station	See Chapter 17.215.
Outdoor venues such as swap meets, farmers markets, athletic fields, and other outdoor recreational facilities	One (1) space for every three (3) people anticipated at maximum attendance as indicated by the required conditional use permit.
Indoor recreational facilities such as bowling alleys, game centers, fitness centers, dance studios, and martial arts facilities	One (1) space per two hundred (200) square feet of recreation area plus one (1) space per four hundred (400) square feet of non-recreation area; accessory eating and drinking areas to be calculated separately at one (1) space per one hundred (100) square feet.
Outdoor sales areas	One (1) space per one thousand (1,000) square feet of outdoor sales and display. The parking requirement for outdoor sales areas at automobile sales establishments shall be determined at time of the conditional use permit
Transportation facilities (bus depots, trolley stations, etc.)	One (1) space per five (5) fixed seats or one (1) space per four hundred (400) square feet of gross floor area, whichever is greater
Commercial building additions for storage space only	See section 17.130.255

17.185.220 M zone and C-M zone parking requirements.

The table below lists the minimum parking requirements for developments in the M zone and C-M zone. The endnotes at the bottom of the table contain information that supplements the information contained in the table's matrix.

**Table 17.185.220
M Zone and C-M Zone Parking Requirements**

Manufacturing and transportation uses	One (1) space per 600 square feet of gross floor area ¹
Warehousing and distribution	One (1) space per 1,000 square feet of gross floor area ^{1,2}
Trade and service uses	One (1) space per 300 square feet of gross floor area
Outdoor sales areas and outdoor storage	One (1) space per 1,000 square feet of outdoor sales or storage area
Large box retail	In the C-M zone, the parking requirement for large box retail establishments may be reduced to one (1) space per 500 feet of gross floor area.
Other uses not listed	As determined by the Director

¹ Includes accessory office space up to 25% of gross floor area. Office areas in excess of 25% shall provide parking at 1 space per 300 feet of additional office space.

² Warehouse developments must provide sufficient undeveloped, open space that is not a part of any required landscaping or setbacks to be reserved for potential parking area expansion to accommodate the parking requirement for a manufacturing or transportation use.
Parking for Mezzanines. The parking requirement for mezzanine areas shall be the same as the requirement for the other areas of a development.
Employee Compact Parking. In the C-M and M zones only, any use with fifty or more required parking spaces may designate an employee-only parking area with up to 40 percent of the required parking spaces reduced in size to 8.5 feet by 17 feet.

SECTION 23. Section 17.205.030 of Chapter 17.205 of Title 17 of the El Cajon Municipal Code is hereby repealed.

SECTION 24. Section 17.205.030 is hereby added to Chapter 17.205 of Title 17 of the El Cajon Municipal Code to read as follows:

17.205.030 Ordinary household pets.

The keeping of ordinary household pets shall be permitted at a residence, subject to the following regulations:

- A. Not more than four (4) ordinary household pets (dogs or cats) are permitted for each dwelling, together with offspring less than four (4) months of age.

- B. A fifth (5th) ordinary household pet may be authorized for an individual dwelling unit subject to the granting of an administrative zoning permit.

SECTION 25. Section 17.210.140 of Chapter 17.210 of Title 17 of the El Cajon Municipal Code is hereby repealed.

SECTION 26. Section 17.210.140 is hereby added to Chapter 17.210 of Title 17 of the El Cajon Municipal Code to read as follows:

17.210.140 Distance requirements—applicable to new on-sale alcoholic beverage establishments.

- A. No new on-sale alcoholic beverage establishment shall be located within one thousand (1,000) feet of an existing on-sale alcoholic beverage establishment (except in the C-R zone) and/or within six hundred (600) feet of residentially zoned property, public or private schools, health care facilities, religious facilities, parks or playgrounds, and off-sale alcoholic beverage establishments, except:
 - 1. A restaurant with an ancillary bar with less total square footage than the restaurant eating area; or
 - 2. On-sale alcoholic beverage establishment with alcohol sales secondary and incidental to an approved, complementary, principal use within the boundaries of Specific Plan No. 19 or Specific Plan No. 182; or
 - 3. An alcoholic beverage manufacturer such as a craft brewery with an ancillary tasting room or craft brewery with a full-service restaurant.
- B. For purposes of this section, distances shall be measured between the closest property lines of the affected locations.
- C. For the purposes of this section, "secondary and incidental," shall mean that the sales of alcoholic beverage shall be limited to not more than twenty-five percent (25%) of the gross annual retail receipts generated by the use on the site, which shall be calculated on a quarterly basis, for the prior twelve (12) month period ending on the last day of the then concluding quarter of year, and shall further mean that sales of alcoholic beverages are not promoted or advertised in any signs, or the name of the business establishment.
- D. For the purposes of this section, "principal use," may include, but is not limited to, live entertainment, participatory sporting activities, museums, theaters, performing arts center owned by a public

agency, hotels, or other, similar uses approved by the Director of Community Development, so long as the location of the sales of alcoholic beverages occurs on the same premises as the principal use, and the owner of the principal use is the owner of the liquor license.

SECTION 27. Sections 17.225.210, and 17.225.240 of Chapter 17.225 of Title 17 of the El Cajon Municipal Code are hereby repealed.

SECTION 28. Sections 17.225.210, and 17.225.240 are hereby added to Chapter 17.225 of Title 17 of the El Cajon Municipal Code to read as follows:

17.225.210 Tasting rooms.

A tasting area, indoor and/or outdoor, in association with an alcoholic beverage production use may be permitted subject to the following standards:

- A. The tasting area may not exceed 25 percent of the production gross floor area unless otherwise authorized by a conditional use permit.
- B. The tasting area may only sell product that is produced on-site.

17.225.240 Food trucks.

A food truck and/or trailer may be permitted with approval of a temporary use permit subject, but not limited, to the following standards:

- A. The applicant must obtain and maintain a County of San Diego Department of Environmental Health permit.
- B. The food truck or trailer operator must maintain a valid business license.
- C. The food truck or trailer and furnishings must be operated strictly within private property.
- D. No verbal solicitation of business is permitted.
- E. No amplified sound or loudspeakers are permitted.
- F. No selling or serving of alcoholic beverages is permitted.
- G. All associated equipment must be contained within the food truck or trailer.
- H. The area in and around the food truck or trailer must be maintained clean and free of litter at all times.

- I. A trash and recycling container must be provided for patrons in an area that does not impede pedestrian and vehicular traffic.
- J. Furnishings shall not constitute a hazard as determined by the Fire Marshal and Building Official.
- K. No obstruction for pedestrian, vehicular traffic or business access is permitted.
- L. Initial duration not to exceed one (1) year, with eligibility for annual extensions.
- M. Any deviation from the standards listed in this subsection shall require an administrative zoning permit in compliance with chapter 17.40.

12/14/21 CC Agenda – 1st Reading
01/11/22 CC Agenda – 2nd Reading

Ord – Title 17 Zoning Code Update 121521



City Council
Agenda Report

Agenda Item 18.

DATE: January 11, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Angela Cortez, City Clerk
SUBJECT: Amendment to Chapter 8.24 - Garbage, Rubbish and Refuse Ordinance

RECOMMENDATION:

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

An Ordinance to Amend Chapter 8.24 of The El Cajon Municipal Code to Further Regulate the Disposal of Organic Waste from Residential and Commercial Sources.

Attachments

Ord 5114

ORDINANCE NO. 5114

AN ORDINANCE TO AMEND CHAPTER 8.24 OF THE
EL CAJON MUNICIPAL CODE TO FURTHER REGULATE
THE DISPOSAL OF ORGANIC WASTE FROM
RESIDENTIAL AND COMMERCIAL SOURCES

WHEREAS, the California Integrated Waste Management Act of 1989 (California Public Resources Code sections 40000 *et seq.*, the "Act") was adopted in order to address the statewide concern of increasing solid waste generated in the state while at the same time recognizing decreasing resources for disposal through landfills; and

WHEREAS, the Act is an effort to create a coherent state policy to ensure that solid waste in the state is managed in an effective and environmentally sound manner; and

WHEREAS, the Act declares that both state and local agencies share in the responsibility for solid waste management; and

WHEREAS, the Act has been amended since 1989 to establish more meaningful approaches to solid waste disposal by requiring reduction, recycling, and reuse of solid waste in ways to reduce what goes to landfills; and

WHEREAS, the Act and such regulations promulgated to implement and enforce the Act have been modified since 1989, requiring local agencies having control of the collection and disposal of solid waste to make adequate provision for solid waste handling, both within their respective jurisdictions and in regional needs by diverting solid waste previously sent to landfills to be reduced by 75% through source reduction, recycling, or composting, as early as 2020; and

WHEREAS, City of El Cajon (the "City") has responded to the Act by adopting and, when necessary, amending Chapter 8.24 of the El Cajon Municipal Code ("Chapter 8.24") to maintain both consistency and conformity with the Act as amended from time-to-time, and to achieve its diversion goals; and

WHEREAS, in order continue efforts to achieve state-mandated diversion goals, the City finds it necessary to make additional amendments to Chapter 8.24 with this ordinance to address procedures for diverting organic waste generated from commercial operations and from households.

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

SECTION 1. Chapter 8.24 of Title 8 of the El Cajon Municipal Code is hereby repealed in its entirety.

SECTION 2. A new Chapter 8.24 is hereby added to Title 8 of the El Cajon Municipal Code to read as follows:

Chapter 8.24 GARBAGE, RUBBISH AND REFUSE

8.24.010 Purpose and intent.

- A. The storage, accumulation, collection and disposal of garbage, trash, rubbish, debris, and other discarded matter, goods, and materials is a matter of great public concern, in that improper control of such matters creates a public nuisance, can lead to air pollution, fire hazards, illegal dumping, insect breeding and rat infestation, and other conditions affecting the health, welfare, and safety of the residents and businesses of this and surrounding cities. The periodic collection of garbage, rubbish, and other refuse from all residences and places of business in the city benefits all occupants of residences and businesses within the city and, therefore, the collection of garbage and refuse for single-family residences, multi-family residences, commercial establishments generating garbage or rubbish (each as defined in section 8.24.020), restaurants, eating houses, boarding houses, or other building or facility where meals are furnished and generating garbage (as defined in section 8.24.020), in the city shall be a mandatory service, and all property owners are made liable for the payment of such fees for the mandatory service as may be from time to time approved by the city council. The regulations provided in this chapter are designated to eliminate such problems.
- B. The city council shall have the authority to make other reasonable rules and regulations concerning individual collection, disposal, and hauling of solid waste over city streets by private persons, or relating to the operation of a transfer station.

8.24.020 Definitions.

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

- A. "Act" means the California Integrated Waste Management Act of 1989 (sometimes referred to as "AB 939"), Public Resources Code Division 30 (§ 40000 and following as it may be amended from time to time), including but not limited to, AB 341 (Chapter 476, Statutes of 2011), SB 1016 (Chapter 343, Statutes of 2008AB 1826 (Chapter 727, Statutes of 2014), and SB 1383 (Chapter 395, Statutes of 2016), and as implemented by the regulations of the California Department of Resources Recycling and Recovery (CalRecycle).
- B. "Commercial business" or "commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR section 18982(a)(6). A multi-family residential dwelling that consists of

fewer than five (5) units is not a commercial business for purposes of this chapter.

- C. "Commercial edible food generator" includes a tier one or a tier two commercial edible food generator as defined in 14 CCR section 18982(a)(73) and (74).
- D. "Construction and demolition debris" means commonly used or discarded materials nonhazardous in nature and generally not considered water soluble, removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, gravel, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastics, roofing material, cardboard, carpeting, cinder blocks, composite lumber, concrete, copper, electrical wire, fiberglass, formica, granite, iron, lead, linoleum, marble, plaster plant debris, pressboard, porcelain, steel, stucco, tile, vinyl, wood, masonry, rocks, trees, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations on pavement, houses, commercial buildings and other structures.
- E. "Contractor" means the person or persons with whom the city council has entered into written agreement for the collection, transportation and disposal of refuse within the city.
- F. "Edible food" means food intended for human consumption, or as otherwise defined in 14 CCR section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR section 18982(a)(18), "edible food" is not solid waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code (Part 7 of Division 104 of the California Health and Safety Code) as amended from time to time.
- G. "Exempt waste" means biohazardous or biomedical waste, hazardous waste, medical waste, regulated radioactive waste, waste that is volatile, corrosive, or infectious, waste treatment or processing sludge, contaminated soil and dirt, contaminated concrete, contaminated asphalt, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, any matter or materials which are not acceptable for disposal at a solid waste landfill as defined in the Act and subsequent legislation, and those wastes under the control of the Nuclear Regulatory Commission.

- H. "Food recovery organization" means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food recovery either directly or through other entities or as otherwise defined in 14 CCR section 18982(a)(25), including, but not limited to:
1. A food bank as defined in section 113783 of the California Health and Safety Code;
 2. A nonprofit charitable organization as defined in section 113841 of the California Health and Safety Code; and
 3. A nonprofit charitable temporary food facility as defined in section 113842 of the California Health and Safety Code.
- I. "Food recovery service" means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery, or as otherwise defined in 14 CCR section 18982(a)(26).
- J. "Food service provider" means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR section 18982(a)(27).
- K. "Food waste" mean food scraps and trimmings and other putrescible waste that result from food production, preparation, cooking, storage, consumption or handling. Food waste includes but is not limited to: meat, fish and dairy waste; fruit and vegetable waste; grain waste; and food contaminated paper products. Food waste does not include exempt waste.
- L. "Garbage" means all putrescible and non-putrescible solid, semi-solid and associated liquid waste. Garbage does not include recyclable material, organic waste, large items, or exempt waste.
- M. "High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR section 18815.5(e) for organic waste received from the "mixed waste organic collection stream" as defined in 14 CCR section 17402(a)(11.5); or, as otherwise defined in 14 CCR section 18982(a)(33).
- N. "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated

by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

- O. "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue.
- P. "Mandatory collection service" means that the collection of solid waste by the contractor shall be mandatory for all single-family homes, mobile homes, duplexes, multi-family residential complexes, commercial establishments (generating solid waste), restaurants, bars, nightclubs, eating houses, boarding houses, or other buildings or facilities where meals are furnished and generating solid waste.
- Q. "Multi-family residential dwelling" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered commercial businesses.
- R. "Organic waste" means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food waste, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR section 18982(a)(46).
- S. "Organic waste generator" means a person or entity that is responsible for the initial creation of organic waste, or as otherwise defined in 14 CCR section 18982(a)(48) of SB 1383.
- T. "Organic waste processing facility" means any facility selected by the city's contractor that is designed, approved by the city, or specifically designated by the city, operated and legally permitted for the purpose of receiving and processing organic waste.

- U. "Prohibited container contaminants" means: (i) discarded materials placed in the designated recycling container that are not identified as acceptable source separated recyclable materials for the city's designated recycling container; (ii) discarded materials placed in the designated organic waste container that are not identified as acceptable source separated organic waste for the city's designated organic waste container; and (iii) discarded materials placed in the garbage container that are acceptable source separated recyclable materials and/or source separated organic wastes to be placed in city's designated organic waste container and/or designated recycling container.

- V. "Property" means each address or unit located on a parcel, each of which shall be responsible for providing and maintaining its own solid waste receptacles and contract with the contractor for the collection of solid waste, except as otherwise provided in this Chapter.

- W. "Recovered organic waste products" means products made from California, landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR section 18982(a)(60).

- X. "Recyclable material" means those materials that may be capable of being recycled using available processes and markets and which would otherwise be processed or disposed of as garbage. Recyclable materials may be sorted, cleaned, treated or reconstituted and returned to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. When mandatory recycling programs are in place, and for the purposes of this chapter, designated recyclable materials shall include the following:
 - 1. "Glass bottles and jars" means food and beverage glass containers including container glass covered by the California deposit law and excluding household and kitchen containers such as drinking glasses, cups, cooking and serving dishes.
 - 2. "Metal" means recoverable aluminum, tin, and bimetal materials such as used beverage containers, siding, and other recyclable manufactured metal items.
 - 3. "Newspaper" means materials printed on newsprint.
 - 4. "Office paper" means waste paper grades of white and colored ledgers. Examples include forms, copy paper, stationery, and other papers that are generally associated with desk activity.
 - 5. "Plastic beverage bottles" means plastic containers with narrow necks, or mouth openings smaller than the diameter of

the container bottles used for containing milk, juice, soft drinks or water intended for human consumption; to be distinguished from nonfood bottles such as those containing motor oil, detergent or other household products.

6. "Cardboard" means uncoated paperboard, such as cereal boxes, food and snack boxes, or uncoated old corrugated containers.
- Y. "Residential premises" shall mean any property that is used for residential housing purposes and has four (4) or fewer distinct living units.
- Z. "Responsible occupant" means and includes the owner, tenant, person in possession of, the inhabitant of, or a person who has the care and control of real property.
- AA. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added sections 39730.5, 39730.6, 39730.7, and 39730.8 to the California Health and Safety Code, and added Chapter 13.1 (commencing with section 42652) to the Act.
- BB. "Self-hauler" means a generator that collects solid waste at their premises or place of business for the purpose of hauling those materials in their own vehicles to a permitted solid waste facility in compliance with the requirements of this chapter.
- CC. "Solid waste" means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition wastes, abandoned vehicles and parts thereof, tires, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes all as provided in section 40191 of the Act, as may be amended from time to time.
- DD. "Tier one commercial edible food generator" means a commercial edible food generator that is one of the following:
 1. Supermarkets with gross annual sales of \$2,000,000 or more;
 2. Grocery store with a total facility size equal to or greater than 10,000 square feet;
 3. Food service provider;
 4. Wholesale food vendor; or

5. Food Distributor.
- EE. "Tier two commercial edible food generator" means a commercial edible food generator that is one of the following:
1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet;
 2. Hotel with an on-site food facility and 200 or more rooms;
 3. Health facility with an on-site food facility and 100 or more beds;
 4. Large Venue;
 5. Large Event;
 6. A state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet;
or
 7. A local education agency facility with an on-site food facility.

8.24.030 Receptacles—Combining garbage—Recovering containers.

- A. All organic waste generators as defined in the Act shall be required to source-separate their organic waste, place containers of organic waste in appropriate locations, and subscribe to service or self-haul the organic waste, all according to the requirements in this chapter and the Act.
- B. Every person owning, managing or controlling any property which is used for residential, business, or commercial purposes and which generates solid waste shall maintain at all times, in a place easily accessible to the solid waste contractor and where it will not be a public nuisance or in any degree offensive, a receptacle of suitable material or metal-lined box with suitable bail or handles and covers provided by the city's contractor, and having a capacity of not more than ninety-six gallons, in which shall be placed all garbage, recyclable material, and organic waste accumulating on the premises; provided, however, that persons living in the same apartment house using a single garbage, recyclable material, or organic waste receptacle in common, and persons residing in properties in the R-E-20 and R-E-40 zones, may utilize waste bins provided by the city's contractor in excess of ninety-six gallons so long as the containers are neither stored nor maintained in the required front yard setback portions of the property (except that the containers may be placed at the curb or in an alley for a scheduled collection in compliance with

section 8.24.160); and provided further, however, that any business or commercial customer may use waste bins provided by the city's contractor in excess of ninety-six gallons. Notwithstanding anything in this subdivision to the contrary, single-family residential customers may utilize bins provided by the city's contractor in excess of ninety-six gallons for a period of not to exceed ninety days in the aggregate during any twelve-month period.

- C. Garbage shall be drained prior to placement in the receptacle for collection.
- D. Any person owning, managing, or controlling any property which is used for business, or commercial purposes and where food is handled commercially shall keep all organic waste containers secured to prevent access by unauthorized persons, animals, wind, rain, insects, and rodents. If the containers are accessible at any time to unauthorized persons, the containers shall be kept locked to prevent access by anyone other than authorized persons or the contractor. All containers shall be supplied by the contractor.
- E. The solid waste contractor shall replace the lid and, where required, the lock on each garbage, recyclable material, or organic waste container after emptying it.
- F. In lieu of the requirements in subsection B of this section, businesses and commercial entities may use bins with a capacity of approximately one cubic yard up to and including six cubic yards, designed, or intended to be, mechanically dumped into a loader packer type truck and supplied by the contractor. Such containers shall be covered at all times, and after emptying same contractor shall place the container in the same location with the lids closed and, where required, the locks fastened.
- G. All recyclable materials shall be separated from garbage and organic waste and placed in receptacles provided by the contractor.
- H. Any person owning, managing or controlling any property located in the downtown area and within the boundaries of Specific Plan No. 182, which is used for multi-family residential, business, or commercial purposes shall keep all containers secured to prevent access by unauthorized persons, animals, wind, rain, insects, and rodents. If the containers are accessible at any time to unauthorized persons, the containers shall be kept locked to prevent access by anyone other than authorized persons or the contractor. Containers shall be supplied by the contractor. Specific Plan No. 182 is generally bounded by Madison Avenue on the north, Ballantyne Street / Avocado Avenue on the east, Lexington Avenue and W. Main Street on the south, and Chambers Street and W. Douglas on the west. Specific Plan No. 182 is shown on Attachment A, a copy of which is

attached to the ordinance codified in this section and on file in the office of the City Clerk.

- I. Notwithstanding anything to the contrary contained in subsection B of this section, multi-family residential complexes of greater than three units shall utilize containers supplied by the contractor which are sufficient to provide service to the complex in the amount of not less than one-half of one yard per dwelling unit per week. Such containers shall be covered at all times, and after emptying same contractor shall place the container in the same location with the lids closed and, where required, the locks fastened. In the event that the city council determines that a multi-family residential complex receiving container service requires more frequent collection service than is required by the minimum standards as set forth in this subsection I for sanitation or health reasons, the city council may impose more frequent collection service requirements upon the residents of such complex by resolution adopted following a public hearing.

8.24.035 Residential Organic Waste Generator Requirements.

In compliance with SB 1383, residential premises shall comply with the following requirements except residential premises that meet the self-hauler requirements in section 8.24.060 of this chapter:

- A. Subscribe to city's organic waste collection services for all organic waste generated as described in the section below. The city shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, the responsible occupant of residential premises shall adjust its service level for its collection services as requested by the city. Responsible occupants may additionally manage their organic waste by preventing or reducing their organic waste, managing organic waste on site, and/or using a community composting site pursuant to 14 CCR section 18984.9(c).
- B. Participate in the city's organic waste collection service(s) by placing designated materials in designated containers as described below, and shall not place prohibited container contaminants in collection containers.
- C. Place (1) source separated green container organic waste, including food waste, in the designated organic waste container; (2) source separated recyclable materials in the designated recycling container; and (3) garbage in the designated garbage. Generators shall not place materials designated for the garbage container into the organics waste container or recycling container.

8.24.038 Commercial Organic Waste Generator Requirements.

Commercial businesses, including multi-family residential dwellings, shall:

- A. Subscribe to the city's three-container collection services and comply with requirements of those services as described below, except Commercial businesses that meet the self-hauler requirements in section 8.24.060 of this chapter. The city shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. Commercial businesses found out of compliance with this chapter shall adjust their service level for their collection services as requested by the city.
- B. Except commercial businesses that meet the self-hauler requirements in section 8.24.060, participate in the city's organic waste collection service(s) by placing designated materials in designated containers as follows: (1) Generator shall place source separated green container organic waste, including food waste, in the designated organic waste container; source separated recyclable materials in the designated recycling container; and garbage in the designated garbage; and (2) generators shall not place materials designated for the garbage container into the organic waste container or recycling container.
- C. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with requirements described in subsection (D), below) for employees, contractors, tenants, and customers, consistent with the city's collection service or, if self-hauling, in accordance with the instructions of the commercial business to support its compliance with its self-haul program, in accordance with section 8.24.060.
- D. Except for multi-family residential dwellings, provide containers for the collection of source separated green container organic waste and source separated recyclable materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR section 18984.9(b), the containers provided by the business shall have either:

1. A body or lid that is gray or black for collection of garbage, blue for collection of recyclable materials, and green for collection of organic waste; or
2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container.

A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first. The container labeling requirements are required on new containers commencing January 1, 2022.

- E. Multi-family residential dwellings are not required to comply with container placement requirements or labeling requirement in this section.
- F. Except for multi-family residential dwellings, to the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials in accordance with the city's collection service or, if self-hauling, in accordance with the instructions of the commercial business to further comply with its self-haul program, in accordance with section 8.24.060.
- G. Except for multi-family residential dwellings, periodically inspect organic waste, recycling, and garbage containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR section 18984.9(b)(3).
- H. Annually provide information to employees, contractors, tenants, and customers about organic waste recovery requirements and about proper sorting of source separated organic waste and source separated recyclable materials.
- I. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep source separated organic waste and source separated recyclable materials separate from garbage (when applicable) and the location of containers and the rules governing their use at each property.

- J. Provide or arrange access for the city or its representative to their properties during all inspections conducted in accordance with section 8.24.060 to confirm compliance with the requirements of this chapter.
- K. If a commercial business elects to self-haul, meet the self-hauler requirements in section 8.24.060.
- L. Nothing in this section prohibits a generator from preventing or reducing waste generation, managing organic waste on site, or using a community composting site pursuant to 14 CCR section 18984.9(c).
- M. Commercial businesses that are tier one or tier two commercial edible food generators shall comply with food recovery requirements, pursuant to section 8.24.263.

8.24.040 Power of city council to contract for disposal.

The city council shall have the power to let contracts for the accumulation and disposal of solid waste as provided for in this chapter and may, as a condition for granting such contract, require a bond from the contractor in an amount determined by the council for the faithful performance of such agreement. In case the contractor shall fail or refuse to conform to the conditions of such agreement and this chapter, the city council, at its option and after a hearing of which the contractor shall have ten days written notice, may terminate such agreement and let the contract to another contractor deemed more capable of carrying out the terms of such agreement. In letting contracts for solid waste collection, transportation, processing, and disposal, the city council shall not be required to let the same to the lowest bidder, but shall be free to let such contract to the contractor deemed best suited to comply with the terms of this chapter and such agreement.

8.24.050 Collection charges—Generally.

The collection of all solid waste in the city shall be a mandatory service provided by the contractor for all single-family homes, mobile homes, duplexes, multi-family residential complexes, commercial establishments (generating solid waste), restaurants, eating houses, boarding houses, or other buildings or facilities where meals are furnished and generating solid waste, unless otherwise excepted. Accounts shall be the responsibility of the owner or occupant of each property. Responsible occupants shall be billed periodically by the contractor for services rendered, at such rates as the city council may approve from time to time.

8.24.060 Collection charges—Exceptions.

- A. The responsible occupant of any property subject to the mandatory collection service requirements of this chapter may apply in writing to the contractor for an exception. Such exception may be granted with

sufficient proof of use of a city approved garbage, recyclable materials, or organic waste collection alternative. The contractor's determination to grant or deny a request for exception shall be made within ten days of receipt of the request. All exceptions shall be subject to monthly renewal, and the contractor shall provide a written report to the city, not later than the 15th day of each month, setting for the names and addresses of customers who have been approved for an exception involving recyclables and organics, the length of the exception, and the reasons for the exception. Those who have been granted exceptions may from time to time be required to provide sufficient proof of use of such acceptable alternative method. Upon denial or conditional approval by the contractor, any applicant dissatisfied with such decision may appeal same to the city manager. A decision by the city manager can be appealed to the city council. Appeal to both the city manager and the city council must be filed in writing with the city clerk within fifteen days after notice of such decision. The decision of the city council shall be final and conclusive.

- B. Self-haulers granted an exemption shall source separate all recyclable materials and organic waste (materials that the city otherwise requires generators to separate for collection in the city's organics and recycling collection program) generated on-site from solid waste in a manner consistent with 14 CCR sections 18984.1 and 18984.2, or shall haul organic waste to a high diversion organic waste processing facility as specified in 14 CCR section 18984.3.
- C. Self-haulers shall haul their source separated recyclable materials to a facility that recovers those materials; and haul their source separated organic waste to a solid waste facility, operation, activity, or property that processes or recovers source separated organic waste. Alternatively, self-haulers may haul organic waste to a high diversion organic waste processing facility.

Self-haulers that are commercial businesses (including multi-family residential dwellings) shall keep a record of the amount of organic waste delivered to each solid waste facility, operation, activity, or property that processes or recovers organic waste; this record shall be subject to inspection by the city. The records shall include the following information: (1) delivery receipts and weight tickets from the entity accepting the waste; and the amount of material in cubic yards or tons transported by the generator to each entity.

If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the organic waste.

8.24.070 Liability for charges.

The obligation to pay the charges provided in this chapter shall be upon the legal owner of the property serviced. Nothing in this section shall prohibit arrangements under which a responsible occupant of the property is billed and makes payments on behalf of the owner. However, no such arrangement shall relieve the owner of their ultimate obligation to pay for services rendered.

8.24.080 Failure to pay contractor for refuse collection.

- A. An account is deemed delinquent if payment for collection services has not been received within fifteen days after the due date of the invoice for which service was rendered. Upon determination of delinquency, the contractor may give written notice to the delinquent account holder that the bill is now overdue and payable in full and shall attempt to collect payment through all available means, within thirty days of the date of such notice.
- B. Provided adequate arrangements for payment have not been made between the contractor and delinquent account holder within five business days of the end of the earliest unpaid billing period, the contractor may assign the total unpaid bill amount to the city for collection. The assignment shall provide all pertinent data including the name and address of the residence owner billed, address and parcel number of the property billed, dates of the period of service unpaid, amount due and certification that the billing procedures pursuant to subsection A of this section have been fulfilled.
- C. The delinquent bill presented by the contractor to the delinquent account holder pursuant to subsection A of this section shall include a written notice warning that nonpayment within five business days of the earliest unpaid period may result in assignment of the debt to the city for collection, may include collection charges and may result in the recordation of a lien against the property for which service was rendered.
- D. Upon receipt of assignment of the debt, the city shall advise the debtor in writing of the assignment, that a minimum fee of ten percent of the bill amount is imposed in all collection cases filed with the city, that an additional lien fee will be charged in all cases where the filing of a lien is necessary, and that thirty days notice is given to permit payment of the debt to the city to avoid payment of the lien fee and to avoid a special assessment against said property in the amount of all aforesaid fees and charges.
- E. Originally billed amounts, which are collected by the city, shall be paid to the contractor on a quarterly basis. All fees and lien charges collected shall be retained by the city.

8.24.090 Special assessment collection.

- A. The city may initiate proceedings to make delinquent refuse collection service fees and collection charges a special assessment against properties for which such debts were assigned to the city for collection.
- B. A report of delinquent charges shall be transmitted to the city council, which shall fix a time, date and place for hearing the report and any protests or objections thereto.
- C. The city council shall cause notice of hearing to be mailed to the owner of real property to which service was rendered not less than ten days prior to the date of hearing. At the time fixed for said hearing, the city council shall hear any objections of the owner liable to be assessed for delinquent accounts. The city council may make such revisions to the report as it deems just and, if satisfied with the correctness of the report as submitted or revised, shall confirm or reject it by resolution. The decision of the city council on the report and on all protests or objections thereto are final and conclusive.
- D. Upon confirmation of the report by the city council, the amounts so approved shall be charged to the property owner on the next regular tax bill and shall be a lien upon the property involved. The city council shall cause the same to be recorded on the assessment roll and, thereafter, such assessment shall constitute a special assessment and lien upon the property.

8.24.100 Interest on unpaid assessments.

All such assessments remaining unpaid after thirty days from the date of confirmation of the assessment by the city council shall bear interest at the rate of seven percent per year from and after such date.

8.24.110 Collection charges—Unusual accumulations—Collections in certain places.

For unusual accumulations of rubbish or garbage, and for collection in places not otherwise provided for in this chapter, rates may be charged as shall be agreed upon by the garbage contractor and the responsible occupant of the property.

8.24.120 Collection charges—Requirement to pay.

No person having garbage or rubbish collected and disposed of as provided in this chapter shall willfully neglect or refuse to pay to the contractor the rates agreed upon for such service, subject to the maximum charges fixed in the contract with the city.

8.24.130 Solid waste generated off site—Placement in city waste containers prohibited.

City waste containers are placed in city parks and other public areas for the use of the public to control trash, litter and garbage, which is generated at their respective location. Such waste containers are not to be used as disposal sites for trash or rubbish which is generated off site. It is unlawful for any person to place, dump, deposit or throw away solid waste, recyclables, yard waste, or other refuse or debris of any kind or character whatsoever in city waste containers if such was generated at a location other than where the waste container is located.

8.24.140 Solid waste—Disposal on private property prohibited—Exception.

It is unlawful for any person to place, dump, deposit or throw away any solid waste, recyclables, yard waste or other refuse or debris of any kind or character whatsoever, upon any private property adjacent to or abutting upon any public highway, or public place, or upon any private property whatsoever, within the city unless such person first obtains the permission of the owner of such property to do so. It is unlawful for such person to deposit or place such materials in any waste container owned or used by the owner of such property unless such person first obtains the permission of the owner to do so. It is further unlawful for such persons to co-mingle their solid waste materials with that of another thereby avoiding payment for solid waste and recycling services under the franchise.

8.24.150 Disputes resolved by city council.

In all cases where a dispute arises as to the rate charged or to be charged for any service provided for in this chapter, the matter shall be referred to the city council, which, upon due investigation, shall determine and fix such prices as it shall deem just and equitable. The determination of the city council shall be final and conclusive.

8.24.160 Schedule for collections.

All garbage and rubbish shall be collected from businesses and residences and all other collection points at least once a week, except for those businesses utilizing one and one-half- or three-cubic-yard containers supplied by the contractor, which collection shall be a minimum of once a week.

No container or receptacle shall be placed out at the curb or alley prior to four p.m. on the day prior to scheduled collection, and all containers shall be removed prior to noon on the day following the collection day.

8.24.170 Collection from parks and playgrounds.

The garbage and rubbish contractor shall collect the garbage and rubbish from receptacles at public parks and playgrounds immediately after each holiday and other days when such parks and playgrounds have extraordinary use. Otherwise such collections shall be made twice a week, one of which days shall be Monday. Said collection shall be performed without charge to the city.

8.24.180 Requirements as to construction of collection equipment.

No person shall remove any garbage or carry it through the streets and highways except in carts, trucks or trailers having metallic or metal-lined beds or metal tanks or metal containers with proper covers so that the garbage shall not be offensive. The garbage shall be protected from the wind and rain, and shall be loaded in such a manner that none of it shall fall, drop or spill upon the ground. The rubbish contractor shall provide solid lined beds with proper covers for rubbish.

8.24.190 Methods of disposal by garbage contractor.

All garbage and rubbish gathered and collected by the contractor shall be destroyed or otherwise disposed of by such contractor in a manner satisfactory to the city council.

8.24.200 Burying or burning garbage and rubbish.

No person shall bury any garbage or rubbish in any yard or open space within the city. The burning of garbage and rubbish is prohibited, except when done in accordance with Chapter 8.04 of this code, and with all other applicable statutes, ordinances and regulations.

8.24.210 Unauthorized collectors.

At such time as there is in force a contract entered into by the city with any contractor for the disposal of garbage and rubbish of the city or its inhabitants, it is unlawful for any person other than the contractor, or its agents and employees, to collect any garbage or rubbish for hire within the city.

8.24.220 Powers and duties of health officer.

The city health officer is empowered to inspect all wagons, carts, trucks or other vehicles used in the collection and disposal of garbage and rubbish, and to see that the same are kept clean and sanitary. The health officer shall also inspect all places where garbage or rubbish is deposited. It shall be the duty of the health officer to ensure compliance with all provisions of this chapter and all other health ordinances of the city.

8.24.230 Provisions applicable to recyclable material.

All provisions of this chapter applicable to the collection, accumulation and disposal of garbage and rubbish shall apply to recyclable material, including collection charges.

A surcharge may be imposed upon any contractor failing to comply with the mandatory recycling provisions of this chapter. To facilitate the county's enforcement of the mandatory recycling program, the city has adopted, by resolution, the surcharges as set forth by the county. Such surcharges shall be collected by the county of San Diego. The current surcharge structure shall be on file with the city clerk and shall be in such amounts as the county may establish.

8.24.240 Waste generators and designated recyclable materials.

Waste generators and designated recyclables to be diverted are specified below for the purpose of implementing the city's mandatory recycling program.

- A. Residential recyclables: aluminum, tins and bi-metal cans, glass bottles and jars, white goods (appliances), newspaper, yard wastes, plastic beverage bottles.
- B. Commercial Recyclables.
 - 1. Office Buildings. Office buildings of more than twenty thousand square feet used for commercial, governmental, or educational purposes: aluminum, newspaper, corrugated cardboard, office paper.
 - 2. Hospitality Facilities. All restaurants and taverns, and hotels and motels with eating and drinking establishments: aluminum, plastic beverage bottles, corrugated cardboard, tin and bi-metal cans, glass jars and bottles, white goods (appliances).
- C. Industrial Recyclables: Industrial service loads consisting of ninety percent or more of any one of the following materials: dirt, asphalt, sand, land clearing brush, concrete, rock.

8.24.250 Preparation of designated recyclable materials for collection.

For designated recyclable materials generated within the city, the responsible occupant shall:

- A. Separate all designated recyclable materials from other solid waste.

- B. Group together all designated recyclable materials and place the group for collection as provided in this code, or as the contractor may designate to expedite collection of designated recyclable material.
- C. Use the collection containers for designated recyclable material provided by the contractor.
- D. A responsible occupant is not prohibited from using alternative collection and disposal methods which are not in conflict with the provisions of this code.

8.24.260 Scavenging of recyclable material prohibited.

Recyclable material (as defined in section 8.24.020(X) once placed at curbside or any designated pickup location, shall become the property of the city or its duly authorized contractor. It is unlawful for any person other than a representative of the city or its contractor to move, remove, interfere with, disturb, or tamper with said materials or their containers.

8.24.263 Commercial Edible Food Generator Requirements.

- A. Tier one commercial edible food generators must comply with the requirements of this section beginning January 1, 2022, and tier two commercial edible food generators must comply with the requirements of this section beginning January 1, 2024, pursuant to 14 CCR section 18991.3.

Large venue or large event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the large venue or large event to comply with the requirements of this section, beginning January 1, 2024.

Commercial edible food generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of edible food that would otherwise be disposed.
2. Contract with, or enter into a written agreement with, food recovery organizations or food recovery services for: (a) the collection of edible food for food recovery; or, (b) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.
3. Shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.

4. Allow the city's designated enforcement entity to access the premises and review records pursuant to 14 CCR section 18991.4.

Keep records that include the following information, or as otherwise specified in 14 CCR section 18991.4: (a) A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement established under 14 CCR section 18991.3(b);(b) A copy of all contracts or written agreements established under 14 CCR section 18991.3(b); and (c) A record of the following information for each of those food recovery services or food recovery organizations:

- (i) The name, address and contact information of the food recovery service or food recovery organization;
- (ii) The types of food that will be collected by or self-hauled to the food recovery service or food recovery organization;
- (iii) The established frequency that food will be collected or self-hauled; and
- (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.

- B. Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Article 13 (commencing with section 49580) to Chapter 9 of Part 27 of Division 4 of Title 2 of the California Education Code, and to amend section 114079 of the California Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.24.265 Requirements for Food Recovery Organizations and Services

- A. Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR section 18991.5(a)(1):
 1. The name, address, and contact information for each commercial edible food generator from which the service collects edible food;

2. The quantity in pounds of edible food collected from each commercial edible food generator per month;
 3. The quantity in pounds of edible food transported to each food recovery organization per month; and
 4. The name, address, and contact information for each food recovery organization that the food recovery service transports edible food to for food recovery.
- B. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators, under a contract or written agreement established under 14 CCR section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR section 18991.5(a)(2):
1. The name, address, and contact information for each commercial edible food generator from which the organization receives edible food;
 2. The quantity in pounds of edible food received from each commercial edible food generator per month; and
 3. The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery.
- C. Food recovery organizations and food recovery services that have their primary address physically located in the city and contract with or have written agreements with one or more commercial edible food generators pursuant to 14 CCR section 18991.3(b) shall, not later than each April 30th, report to the city the total pounds of edible food recovered in the previous calendar year from the tier one and tier two commercial edible food generators with which they have established a contract or written agreement pursuant to 14 CCR section 18991.3(b).
- D. In order to support edible food recovery capacity planning assessments or other studies conducted by the county, city, any special district that provides solid waste collection services, or its designated entity, food recovery services and food recovery organizations operating in the city shall provide information and consultation to the city, upon request, regarding existing, or proposed new or expanded, food recovery capacity that could be accessed by the city and its commercial edible food generators. A food recovery service or food recovery organization contacted by the city shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the city.

8.24.268 Requirements for Haulers and Facility Operators.

- A. The city's contractor providing residential, commercial, or industrial organic waste collection services to generators within the city's boundaries shall meet the following minimum requirements and standards as a condition of approval of a contract, agreement, or other authorization with the city to collect organic waste:
1. Through written notice to the city annually on or before February 15 identify the facilities to which they will transport organic waste including facilities for source separated recyclable materials and source separated organic waste;
 2. Transport source separated recyclable materials and source separated organic waste to a facility, operation, activity, or property that recovers organic waste as defined in 14 CCR, Division 7, Chapter 12, Article 2;
 3. Obtain approval from the city to haul organic waste, unless it is transporting source separated organic waste to a community composting site or lawfully transporting Construction and Demolition Debris in a manner that complies with 14 CCR section 18989.1, and section 8.24.060; and
 4. Such other additional reports as may be required by agreement between the contractor and the city.

The city's contractor authorized to collect organic waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with city.

- B. Facility operators and community composting operations shall provide the following information, as applicable:
1. Owners of facilities, operations, and activities that recover organic waste, including, but not limited to, compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon city request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the city shall respond within 60 days.
 2. Community composting operators, upon the city's request, shall provide information to the city to support Organic Waste

capacity planning, including, but not limited to, an estimate of the amount of organic waste anticipated to be handled at the community composting operation. Entities contacted by the city shall respond within 60 days.

8.24.270 Penalty for violation.

Any person violating any provision of this chapter is guilty of a misdemeanor or an infraction in accordance with section 1.24.010 of this code.

8.24.275 Inspections and Investigations by the city.

- A. The city's representatives, its contractor, and any entity designated by the city, are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or source separated materials to confirm compliance with this chapter by organic waste generators, commercial businesses (including multi-family residential dwellings), property owners, commercial edible food generators, haulers, self-haulers, food recovery services, and food recovery organizations, subject to applicable laws. This section does not allow the city to enter the interior of a private residential property for inspection. For the purposes of inspecting commercial business containers for compliance with this ordinance, city, its contractor, or designee, may conduct container inspections for prohibited container contaminants using remote monitoring.
- B. Each regulated entity shall provide or arrange for access during all inspections (with the exception of residential property interiors) and shall cooperate with the city's employee or its contractor or other designated entity during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, edible food recovery activities, records, or any other requirement of this chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
- C. Any records obtained by the city during its inspections, remote monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the California Public Records Act as set forth in Government Code section 6250 et seq., and any common law applicable thereto.
- D. City representatives, its contractor, and any designated entity, are authorized to conduct any inspections, remote monitoring, or other

investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.

8.24.280 Public nuisance.

The violation of any provision of this chapter is deemed to be a public nuisance and may be abated in accordance with Chapter 1.16 of this code.

SECTION 3. This ordinance shall go into effect thirty (30) days following its passage and adoption.

12/14/21 CC Agenda – 1st Reading
01/11/22 CC Agenda – 2nd Reading

Ord - Amend ECMC 8.24 Garbage Rubbish Refuse 120221



City Council
Agenda Report

Agenda Item 19.

DATE: January 11, 2022

TO: City Clerk

FROM: City Attorney/General Legal Counsel

SUBJECT: Closed Session - Conference with Real Property Negotiators - pursuant to Government Code section 54956.8:

Properties: APN 488-192-08-00; APN 488-111-32-00

Negotiating Party: County of San Diego

City Negotiators: City Manager, Assistant City Manager, City Attorney

Under negotiation: Price and terms for acquisition

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, January 11, 2022, at 3:00 p.m.

MORGAN L. FOLEY
City Attorney / General Legal Counsel

MLF:hms
