



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

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda

APRIL 12, 2022, 3:00 p.m.

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 March 22, 2022, Meeting and the Agenda of the April 12, 2022, Meeting in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

- **Presentation: April Pools Day**

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 March 22, 2022, 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. Award of Bid No. 011-22 – Public Safety Center Renewable Energy

RECOMMENDATION:

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

1. Approve Plans and Specifications for the Public Safety Center Renewable Energy project, Bid No. 011-22;
2. Find the protest submitted by Pro-Cal Lighting, Inc. (PLI) without merit and, therefore, overruled;
3. Find the second low bidder non-responsive for the reasons set forth in the agenda report; and
4. Award the bid to the lowest responsive, responsible bidder, California Solar Integrators, Inc., in the amount of \$1,335,868.17 for both the base bid and Additive Alternate No. 1.

5. Disposal of Retired Property

RECOMMENDATION:

That the City Council declares the listed property retired and authorizes disposal in accordance with policy.

6. Agreement Amendment for Annual Sewer Billing Services

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, approving the amendment of the existing professional service agreement with NV5, Inc., (the "Agreement") for continuing support with sewer billing services for one (1) additional year, in an amount not-to-exceed \$140,000 and authorizing the City Manager to enter into not more than two (2) future one-year extensions, as needed, each for an amount not-to-exceed \$140,000.

7. Community Event – Dinner and a Concert

RECOMMENDATION:

That the City Council approves the 2022 "Dinner and a Concert" series, subject to conditions.

8. Event in the Right-of-Way • July 4th Fireworks

RECOMMENDATION:

That the City Council approves the use of the public right-of-way for the July 4th fireworks display.

9. Kaiser Permanente HauntFest Sponsorship

RECOMMENDATION:

That the City Council accepts sponsorship money for HauntFest 2022 in the amount of \$5,000 from Kaiser Permanente.

10. Outdoor Access for All Act Grant

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, approving the submittal of an application to the State of California Department of Parks and Recreation for Funding Under the Outdoor Equity Grants Program, which is funded by the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act (Proposition 68) and was authorized by the California Legislature on July 1, 2020.

11. Declaration of Emergency for Storm Damage Repairs; Authorization to Waive Bidding

RECOMMENDATION:

That the City Council:

1. Adopts the next Resolution, in order, to establish a Declaration of Emergency and determine that the public interest and necessity require the immediate expenditure of public money to safeguard life, health, or property as required by Public Contract Code section 22050; and
2. Approves \$60,000 for repairs in Wastewater Operations to cover the cost of the emergency work.

12. Lease Agreement with DISH Wireless LLC for a Wireless Communication Facility at Renette Park

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, authorizing the City Manager to execute a Lease Agreement with DISH Wireless LLC.

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:

13. Consideration of an Adjustment to the SANDAG Regional Transportation Congestion Improvement Program (RTCIP) Fee

RECOMMENDATION:

That the City Council:

1. Opens the Public Hearing and receives testimony;
2. Closes the Public Hearing; and
3. Adopts the next Resolution, in order, approving an adjustment to the Regional Transportation Congestion Improvement Program (RTCIP) Fee to the new amount of \$2,688.21 for each newly-constructed residential unit.

ADMINISTRATIVE REPORTS:

14. Wildfire and Forest Resilience Program Amendment

RECOMMENDATION:

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

1. Authorize the City Manager, or approved designee, to execute the grant agreement amendment with the San Diego River Conservancy; and
2. Accept and appropriate additional SB 85 grant funds in the amount of \$2,625,000 for the Wildfire and Forest Resilience Program.

15. Consideration of Redesigned "No Panhandling" Street Signage

RECOMMENDATION:

That the City Council considers the redesigned "No Panhandling" street signage 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.

16. Council Activity Report

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

17. **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.
18. **COUNCILMEMBER GARY KENDRICK**
METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.
19. **DEPUTY MAYOR MICHELLE METSCHEL**
Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate; Heartland Fire Training JPA – Alternate.
20. **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

21. Introduction of Ordinance to Adopt a District Map for Council Member Elections in El Cajon

RECOMMENDATION:

That the City Council moves to introduce the next Ordinance, in order, and direct the City Clerk to read the Ordinance by title only.

22. Introduction of Ordinance to Amend ECMC Ch. 3.20 - Bidding and Written Contracts

RECOMMENDATION:

That the City Council moves to introduce the next Ordinance, in order, and direct the City Clerk to read the Ordinance by title only.

ORDINANCES: SECOND READING AND ADOPTION

23. An Ordinance Approving Zoning Code Amendment No. 2022-0001, and Amending Title 1 and Title 17 - MEHKO

RECOMMENDATION:

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

An Ordinance Amending Chapter 1.16 of Title 1, and Chapters 17.105 and 17.140 of Title 17, and Adding chapter 17.225.250 of Title 17 of the El Cajon Municipal Code Regarding Microenterprise Home Kitchen Operations.

CLOSED SESSIONS:

24. Closed Session - Public Employee Performance Evaluation: City Manager
25. Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9: 1034 N. Magnolia LLC., etc., vs. The City of El Cajon, etc., et al.
San Diego Superior Court Case No. 37-2022-00006337-CU-BC-CTL

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 12th day of April 2022, is adjourned to Tuesday, April 26, 2022, at 3:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: April 12, 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 March 22, 2022, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

03-22-22DRAFTminutes - 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

MARCH 22, 2022

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/ Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, March 22, 2022, 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, Kendrick, and Ortiz
Council/Agencymembers absent: None
Deputy Mayor/Vice Chair present: Metschel
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 March 8, 2022, meeting and the Agenda of the March 22, 2022, meeting in accordance with State Law and El Cajon City/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

AGENDA CHANGES:

City Manager Mitchell added a Commendation to honor Richard Ruis.

PRESENTATIONS:

- Commendation for Richard 'Dick' Ruis

CONSENT ITEMS: (1 – 6)

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

Approve Minutes of the March 8, 2022, Meeting of the El Cajon City Council/ Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

2. Warrants

Approve payment of Warrants as submitted by the Finance Department.

3. Approval of Reading Ordinances by Title only

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

4. Contract Change Order for Traffic Signal System Maintenance, Emergency Repairs, and Related Construction Services, Bid No. 001-20

Adopt Resolution No. 019-22 to approve the Contract Change Order in the amount of \$60,000 to Southwest Signal Service, Incorporated, for the Traffic Signal System Maintenance, Emergency Repairs, and Related Construction Services contract, Bid No. 001-20, for Fiscal Year 2021-2022.

5. Contract Change Order for Street Light Maintenance, Emergency Repairs, and Related Construction Services, Bid No. 028-18

Adopt Resolution No. 020-22 to approve the Contract Change Order in the amount of \$60,000 to CTE, Incorporated, for the Street Light Maintenance, Emergency Repairs, and Related Construction Services contract, Bid No. 028-18, for Fiscal Year 2021-2022.

CONSENT ITEMS: (Continued)

PULLED FOR DISCUSSION:

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

RECOMMENDATION:

That the City Council approves the use of the public right-of-way for the 2022 “Cajon Classic Cruise” series, subject to conditions.

DISCUSSION

In response to a question by Councilmember Goble, City Attorney Foley and Assistant City Manager DiMaggio stated that the area for ‘free speech’ will not allow for sound amplifiers.

MOTION BY GOBLE, SECOND BY ORTIZ, to APPROVE Consent Items 1 TO 6.

MOTION CARRIED BY UNANIMOUS VOTE.

PUBLIC COMMENT:

Jenn Petraglia, representing TEDxKids@ElCajon, introduced Jose Sabedra, who invited the Council and the public to the Imagine – TEDxKids@ElCajon event on April 30, 2022 at the Magnolia.

Moline Schrader spoke about issues with bike lanes in El Cajon.

WRITTEN COMMUNICATIONS: None

PUBLIC HEARINGS:

- 7. Microenterprise Home Kitchen Operations - MEHKO

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. 2022-0001, and amending Title 1; and
4. Requests that the City Clerk read the ORDINANCE by title only.

PUBLIC HEARINGS: (Continued)

DISCUSSION

Senior Planner, Michael Viglione, provided a summary of the Item.

Mayor Wells opened the Public Hearing.

No public comment was received.

Discussion ensued among Council and Staff concerning the sidewalk vending permits.

**MOTION BY WELLS, SECOND BY ORTIZ, to CLOSE the Public Hearing.
MOTION CARRIED BY UNANIMOUS VOTE.**

MOTION BY GOBLE, SECOND BY METSCHEL, to INTRODUCE the next ORDINANCE, in order, APPROVING Zoning Code Amendment No. 2022-0001, and amending Title 1; and Requests that the City Clerk read the ORDINANCE by title only.

MOTION CARRIED BY UNANIMOUS VOTE.

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

AN ORDINANCE AMENDING CHAPTER 1.16 OF TITLE 1 AND CHAPTERS 17.105 AND 17.140 OF TITLE 17, AND ADDING CHAPTER 17.225.250 OF TITLE 17 OF THE EL CAJON MUNICIPAL CODE REGARDING MICROENTERPRISE HOME KITCHEN OPERATIONS

ADMINISTRATIVE REPORTS:

8. Draft Economic Development Strategic Plan

RECOMMENDATION:

That the City Council:

1. Provides feedback on the draft plan;
2. Directs staff to make any adjustments and finalize the plan; and
3. Directs staff to make the finalized plan available for public review and return the plan for adoption.

ADMINISTRATIVE REPORTS: (Item 8 – Continued)

DISCUSSION

Assistant City Manager DiMaggio provided a brief introduction, and called on Roger Dale from The Natelson Dale Group who provided detailed information of the Item.

Discussion ensued among Council and Staff concerning the following:

- Outcome in other participating cities;
- Creation of new jobs;
- Attracting new industries to the City;
- Need of upscale housing in the valley floor;
- Financial incentives;
- Marketing the City as a destination area;
- Mixed use opportunities for shopping malls;
- Concept ideas for repurposing the Court House/Chamber area; and
- Branding the City of El Cajon.

No public comment was received.

MOTION BY KENDRICK, SECOND BY METSCHEL, to DIRECT staff to make adjustments and finalize the plan; and direct staff to make the finalized plan available for public review and return the plan to the City Council for adoption.

MOTION CARRIED BY UNANIMOUS VOTE.

9. Dollar Days Analysis

RECOMMENDATION:

That the City Council accepts this report.

DISCUSSION

Director of Parks & Recreation, Frank Carson, provided detailed information of the Item.

Discussion ensued among Council and Staff concerning the following:

- Reduced pricing allowed people to try new classes;
- Making swim classes for El Cajon youth a priority; and
- Returning to regular fee schedule.

The City Council congratulated Mr. Carson in being appointed the President of the California Park & Recreation Society.

ADMINISTRATIVE REPORTS: (Item 9 – Continued)

No public comment was received.

MOTION BY GOBLE, SECOND BY METSCHEL, to ALLOCATE the remaining ARPA funding, approximately \$100,000 to train local youth to become lifeguards and swim instructors, and continue collaboration with the El Cajon Valley Union School District to provide free swim lessons.

MOTION CARRIED BY UNANIMOUS VOTE.

10. 2021 General Plan Annual Progress Report

RECOMMENDATION:

That the City Council:

1. Accepts the 2021 General Plan Annual Progress Report; and
2. Directs staff to forward the report to the Governor's Office of Planning and Research (OPR), the State Department of Housing and Community Development (HCD), and the San Diego Association of Governments (SANDAG).

DISCUSSION

Deputy Director of Community Development, Noah Alvey, provided detailed information of the Item.

Discussion ensued among Council and Staff concerning low income rentals and what the earning amount is to be considered for low income rentals.

No public comment was received.

MOTION BY GOBLE, SECOND BY METSCHEL, to ACCEPT the 2021 General Plan Annual Progress Report; and Direct staff to forward the report to the Governor's Office of Planning and Research (OPR), the State Department of Housing and Community Development (HCD), and the San Diego Association of Governments (SANDAG).

MOTION CARRIED BY UNANIMOUS VOTE.

ADMINISTRATIVE REPORTS: (Continued)

11. Fiscal Year 2021-22 Mid-Year Report and Five-Year Business Plan Update

RECOMMENDATION:

That the City Council:

1. Receives and accepts the Fiscal Year 2021-22 Mid-Year Report and Five-Year Business Plan update;
2. Authorizes the proposed personnel changes detailed in the report; and
3. Increases or modifies Fiscal Year 2021-22 appropriations in the net amount of \$610,000 for additional needs as detailed in the report.

DISCUSSION

Finance Director Clay Schoen, acknowledged Senior Management Analyst, Autumn Reberger, who worked on the report presented, and provided detailed information of the Item.

Discussion ensued among Council and Staff concerning the following:

- Managing reserves;
- Unfunded retirement obligations;
- Funds from Prop J;
- Personnel issues;
- Funding additional positions;
- Convalescent homes abusing the 911 system; and
- Citizen education regarding 911 calls.

No public comment was received.

MOTION BY GOBLE, SECOND BY KENDRICK, to RECEIVE and accept the Fiscal Year 2021-22 Mid-Year Report and Five-Year Business Plan update; Authorize the proposed personnel changes detailed in the report; and Increases or modifies Fiscal Year 2021-22 appropriations in the net amount of \$610,000 for additional needs as detailed in the report.

MOTION CARRIED BY UNANIMOUS VOTE.

12. One-Year Nurse Navigator Pilot Program

RECOMMENDATION:

That the City Council allocates \$300,000 of General Fund Reserves for a Nurse Navigator Pilot Program.

ADMINISTRATIVE REPORTS: (Item 12 - Continued)

DISCUSSION

City Manager Mitchell provided detailed information of the Item.

Discussion ensued among Council and Staff concerning the following:

- Liability to the City;
- Funding for program after the one year pilot program ends;
- Citizen education about the proposed program; and
- Request to provide the City Council with an update after program has been implemented.

No public comment was received.

MOTION BY GOBLE, SECOND BY METSCHEL, to ALLOCATE \$300,000 of General Fund Reserves for a Nurse Navigator Pilot Program.

MOTION CARRIED BY UNANIMOUS VOTE.

COMMISSION REPORTS:

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:

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

13. Council Activities Report/Comments

Report as submitted.

ACTIVITIES REPORTS OF COUNCILMEMBERS:

14. 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.

ACTIVITIES REPORTS OF COUNCILMEMBERS:

In addition to the submitted report, Councilmember Goble stated he attended an Advanced Water Purification meeting on March 22, 2022.

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

Council Activities Report/Comments.

Report as submitted.

- 16. MAYOR PRO TEM MICHELLE METSCHEL
Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate; Heartland Fire Training JPA – Alternate.

Council Activities Report/Comments.

Report as submitted.

- 17. 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.

In addition to the submitted report, Councilmember Ortiz mentioned the soccer match between City staff and community members, including the El Cajon Valley High School team.

JOINT COUNCILMEMBER REPORTS: None

GENERAL INFORMATION ITEMS FOR DISCUSSION: None

ORDINANCES: FIRST READING - None

ORDINANCES: SECOND READING AND ADOPTION

18. An Ordinance addressing the use of Electronic Signatures by the City of El Cajon

RECOMMENDATION:

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

DISCUSSION

No public comment was received.

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

AN ORDINANCE ADDING CHAPTER 2.50 TO TITLE 2 OF THE EL CAJON MUNICIPAL CODE AUTHORIZING THE USE OF ELECTRONIC AND DIGITAL SIGNATURES

MOTION BY KENDRICK, SECOND BY GOBLE, to ADOPT Ordinance No. 5116, Approving an ordinance adding Chapter 2.50 to title 2 of the El Cajon Municipal Code authorizing the use of electronic and digital signatures.

MOTION CARRIED BY UNANIMOUS VOTE.

CLOSED SESSIONS: None

Adjournment: Mayor Wells adjourned the Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 22nd day of March, 2022, at 5:51 p.m., to Tuesday, April 12, 2022, at 3:00 p.m.

ANGELA L. CORTEZ, CMC
City Clerk/Secretary



City Council Agenda Report

Agenda Item 4.

DATE: April 12, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Award of Bid No. 011-22 – Public Safety Center Renewable Energy

RECOMMENDATION:

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

1. Approve Plans and Specifications for the Public Safety Center Renewable Energy project, Bid No. 011-22;
2. Find the protest submitted by Pro-Cal Lighting, Inc. (PLI) without merit and, therefore, overruled;
3. Find the second low bidder non-responsive for the reasons set forth in the agenda report; and
4. Award the bid to the lowest responsive, responsible bidder, California Solar Integrators, Inc., in the amount of \$1,335,868.17 for both the base bid and Additive Alternate No. 1.

BACKGROUND:

The Public Safety Center Renewable Energy project includes furnishing and installing solar photovoltaic panels, carport canopies, and a City-furnished battery energy system at the Public Safety Center. Additive Alternate No. 1 includes furnishing and installing security cameras.

This project was advertised on January 6, 2022. The City received three responses on February 14, 2022, and all bids were evaluated.

The second low bidder, PLI, was notified on March 3, 2022 that their bid was non-responsive for failure to perform at least fifty percent (50%) of the contract work with its own forces in accordance with the 2021 "Standard Specifications for Public Works Construction" (Green Book). This requirement is to ensure that the general contractor has a sufficient vested stake in the outcome of the project.

To calculate whether the general contractor is self-performing at least 50% of the work, the dollar amount of Specialty Items to be performed is deducted from the total Contract Price before computing the amount required to be performed by the Contractor with its own organization. When a portion of an item is subcontracted, the value of the work subcontracted will be based on the estimated percentage of the Contract Unit Price. If Specialty and Non-Specialty Items are combined, the dollar amount will be calculated as a Non-Specialty Item since the City cannot interpret the intent of the contractor in calculating its bid.

PLI submitted a written protest dated March 3, 2022, stating the specifications were ambiguous regarding subcontractors that perform specialty work vs. non-specialty work and the associated dollar amounts. PLI's protest requested the City either accept the electrical subcontractor's total pricing which combined multiple line items, specialty and non-specialty (Specialty Line Item #4, Ballasted Roof Racking System) (Line Item #4), or review its subcontractor's documentation.

In order to try to determine the amount of work being performed by PLI the City requested the subcontractor's cost proposal with the portion of work they were performing, and the amount to be paid, for Line Item #4. In addition, a certification of the specific portions of work to be done with PLI's own forces was also requested. On March 23, 2022, PLI submitted the electrical subcontractor's quote which was dated after the bid due date and time had elapsed. In addition, PLI submitted a self-performance document stating the percentage of work that PLI's work force was performing on the project, which did not match the City's calculation of the General Contractor's portion of work taking into consideration all the information made available to staff. Accordingly, staff's initial determination remained unchanged.

In an effort to provide every reasonable means for analysis, the City provided PLI yet another opportunity to clarify their electrical subcontractor's quote and PLI provided a response on March 31, 2022. Staff determined the documentation did not clarify the dollar amount to be paid for Line Item #4 and did not provide evidence that PLI was performing more than percent (50%) of the work; therefore, PLI is non-responsive to the bid specifications.

Staff recommends that the City Council deems the bid of Pro-Cal Lighting, Inc. as non-responsive, and awards the bid to the lowest responsive, responsible bidder, California Solar Integrators, Inc., in the total amount of \$1,335,868.17 (Base Bid of \$1,322,509.49 and Additive Alternate No. 1 of \$13,358.68). The summary of bids is attached and complete proposals are on file in the Purchasing Division.

FISCAL IMPACT:

The fiscal impact is \$1,335,868.17. Sufficient funds are available in Fiscal Year 2021-22 Annual Budget: Solar PV and Battery Storage Improvements – Phase 1 (IFM3740).

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution - Approve Plans & Specs

Resolution - Award of Bid

Bid Summary - 011-22

RESOLUTION NO. __-22

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR
PUBLIC SAFETY CENTER RENEWABLE ENERGY
(Bid No. 011-22)

WHEREAS, the Director of Public Works has submitted plans and specifications for the Public Safety Center Renewable Energy 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
PUBLIC SAFETY CENTER RENEWABLE ENERGY
(Bid No. 011-22)

WHEREAS, the Public Safety Center Renewable Energy project (the "Project") includes furnishing and installing solar photovoltaic panels, carport canopies, and a battery energy system furnished by the City of El Cajon (the "City") at the City's Public Safety Center (the "PSC"); and

WHEREAS, the City advertised the Project on January 6, 2022, and received three (3) responses on February 14, 2022, all of which were evaluated by City staff; and

WHEREAS, in accordance with the 2021 "Standard Specifications for Public Works Construction" ("Green Book"), a bidder is considered non-responsive for failure to perform at least fifty percent (50%) of the contract work with their own forces, the purpose of which is to ensure that the general contractor has a sufficient vested stake in the outcome of the Project; and

WHEREAS, the bid submitted by the second low bidder, Pro-Cal Lighting, Inc. ("PLI"), listed a subcontractor performing more than fifty percent (50%) of the work; and is, therefore, considered non-responsive to the bid specifications; and

WHEREAS, PLI submitted a written protest dated March 3, 2022, objecting to City staff's determination that its bid is non-responsive on the basis that the specifications were ambiguous regarding subcontractors that perform specialty work versus non-specialty work and the associated dollar amounts, in particular, as it relates to Specialty Line Item #4, Ballasted Roof Racking System (Ecolibrium or equal); and

WHEREAS, PLI's protest also requested that the City accept the electrical subcontractor's total pricing, which included multiple line items (both specialty and non-specialty) or first review subcontractor documentation for the designated work; and

WHEREAS, the City requested the subcontractor's cost proposal with the specified portion of work they were performing, including the proposed amount the subcontractor bid for Line Item #4; and

WHEREAS, on March 23, 2022, PLI submitted documentation that (1) did not address the specialty breakdown concerns, (2) did not clarify how the subcontractor's scope related to the project line items, and (3) included a quote that was dated after the bid due date; and

WHEREAS, in analyzing PLI's protest City staff also requested a certification from PLI identifying the specific portions of work to be done with their own forces, as to which PLI provided its response on March 31, 2022; and

WHEREAS, upon review of PLI's certification, it was determined the documentation did not address the concerns previously noted with PLI's subcontractor breakdown and it was still unclear how the subcontractor's scope related to the project line items, and therefore, City staff finds PLI's protest without merit; and

WHEREAS, after evaluation, staff recommends that the City Council overrules PLI's protest, deem its bid non-responsive for the reasons listed above, and awards the bid to the lowest responsive, responsible bidder, California Solar Integrators, Inc., in the total amount of \$1,335,868.17 (base bid of \$1,322,509.49 and Additive Alternate No. 1 of \$13,358.68).

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby finds the protest submitted by the second low bidder, PLI, to be without merit; the protest is therefore overruled.
3. The City Council hereby further finds the bid of PLI to be non-responsive, and rejects said bid.
4. The City Council hereby awards the bid for the Project to the lowest responsive, responsible bidder:

California Solar Integrators, Inc.

in an amount not to exceed \$1,335,868.17 for the base bid and Additive Alternate No. 1.

5. 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. 011-22	Bid Name: Public Safety Center Renewable Energy
Solicitation Due Date/Time: February 14, 2022/ 2:00 p.m.	Initial Date of Advertisement: January 6, 2022
Number of Responses Received: 3	Bid Estimate: \$2,500,000.00

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

California Solar Integrators	CADIR	\$1,335,868.17	Electronic	02/14/2022 1:58:25 PM	Submitted
Pro-Cal Lighting, Inc	DBE, CADIR, MBE	\$2,526,488.09	Electronic	02/14/2022 1:56:57 PM	Submitted
Blue Pacific Engineering		\$2,877,200.00	Electronic	02/14/2022 12:11:52 PM	Submitted

Below is a breakdown of the Base Bid and Additive Alternate(s):

	California Solar Integrators, Inc.	Pro-Cal Lighting, Inc	Blue Pacific Engineering Construction, Inc.
BASE BID	\$1,322,509.49	\$2,517,009.09	\$2,853,200.00
ADDITIVE ALTERNATE NO. 1	\$13,358.68	\$9,479.00	\$24,000.00
	\$1,335,868.17	\$2,526,488.09	\$2,877,200.00

BID EVALUATION (TOP THREE LOWEST RESPONSES):

Bidder	Bid Responsiveness	Notes
California Solar Integrators, Inc.	Yes	
Pro-Cal Lighting, Inc.	No	Failure to perform 50% of work.
Blue Pacific Engineering Construction, Inc.	Yes	<p>Provided an attachment to the Experience Statement form, but did not sign form. Minor irregularity as this does not create an unfair advantage.</p> <p>Did not provide proof of System for Award Management (SAM) registration. Verified through SAM.gov website that the entity has active registration to participate in federally funded procurements.</p>

LEGAL REVIEW REQUIRED: YES NO **IF YES, DATE LEGAL REVIEW COMPLETED:** APRIL 4, 2022

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

LOWEST, RESPONSIVE, RESPONSIBLE BIDDER NAME AND AMOUNT: CALIFORNIA SOLAR INTEGRATORS, INC. - \$1,335,868.17

PURCHASING DIVISION:

Review Completed By: Mara Romano

Date: April 4, 2022



City Council
Agenda Report

Agenda Item 5.

DATE: April 12, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Disposal of Retired Property

RECOMMENDATION:

That the City Council declares the listed property retired and authorizes disposal in accordance with policy.

BACKGROUND:

In accordance with Municipal Code 3.16.090, departments shall submit to the purchasing agent reports showing supplies and equipment that are no longer used or have become obsolete or worn out.

The attached items are recommended for disposal as City retired equipment as they have become unsuitable for City use. Auctionable items will be offered by Fischer Auction Company at their regularly-scheduled online auction (<http://www.facauctions.com>).

FISCAL IMPACT:

There is a one-time revenue resulting from the sale of auctioned items. Funds will be deposited back to the original funding source used to purchase the equipment.

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

Attachments

Retired Property List

Retired Property List
City Council Meeting: April 12, 2022

Vehicles/Equipment for Auction

Year	Make/Model	VIN#/Serial#	Mileage	Asset No.
2014	BMW R1200 RT	WB104400XEZW23329	35515	7483
2014	Ford Explorer Utility	2FAFP71W13X126025	135500	4934
2010	Ford Crown Victoria	2FABP7BV8AX117825	92100	6686
2014	Ford Explorer Utility	1FM5K8AR7EGC26543	131,246	7477
2004	Ford Crown Victoria	2FAFP71W94X115467	86,200	4940
2004	Ford Crown Victoria	2FAFP71W54X115465	96,700	5773
2004	Ford Crown Victoria	2FAFP71W84X115461	57,009	5769
2010	ChevyTahoe	1GNMCAE0XAR139127	105,200	6690
2012	Chevrolet Tahoe	1GNLC2E09CR263605	126,900	7077
2008	Ford Fusion	3FAHP07Z18R168458	108,200	6422
2017	Ford Explorer Utility	1FM5K8AR9HGD59616	68,888	8123
2006	Ford Crown Victoria	2FAHP71W46X131717	89,100	6126
1998	KME Fire Engine	1K9AF4280WN058769	122,958	2173
2005	GMC C8500 Asphalt Patcher	1GDP8C1375F505924	38,500	5841
2000	Ford F-150	1FTRF17W0YNB65762	64,600	3401
2001	Ford F-150 Utility Body	1FTPF17L01NB49824	85,500	4137
2001	Ford F-350 Dump Body	1FDWF36F81EA63725	46,200	3850
2000	Ford F-150	1FTPF17L1YKB22725	78,100	3403
1999	Ford F-250	1FTRF27L5XKA87524	58,200	2805
2006	Honda E-Z-GO 4X4 Utility Vehicle	0000004420	1,400 hrs	6103
N/A	Lincoln Arc Welder Model# TIG 300	AC-630228	N/A	N/A
N/A	Shenwal Lathe Model #SW-900GH	503	N/A	2739
N/A	Gearmore Box Scraper Model #4G2-76-B	5013	N/A	5945
1999	Field Groomer Model #AE 80	652	N/A	2897



City Council
Agenda Report

DATE: April 12, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Agreement Amendment for Annual Sewer Billing Services

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, approving the amendment of the existing professional service agreement with NV5, Inc., (the "Agreement") for continuing support with sewer billing services for one (1) additional year, in an amount not-to-exceed \$140,000 and authorizing the City Manager to enter into not more than two (2) future one-year extensions, as needed, each for an amount not-to-exceed \$140,000.

BACKGROUND:

Annual Billing Process

The City provides sewer services to nearly 17,000 customers. Section 13.44.070 of the Municipal Code allows the City to place the sewer charges on the tax roll for the properties receiving these services. The City annually submits sewer charges to the San Diego County Tax Assessor's Office, and property owners pay their sewer charges with their property taxes.

Prior to the City providing the sewer charges to the County, each property owner receives a summary of charges. This document is sent out at least 30 days before the County's deadline. It allows customers to know the amount of the following year's sewer bill, can serve as a supporting record for those leasing properties and can be used to determine if a billing error exists. This process is similar to many other cities in the County.

The sewer bill appears on the property tax bill as a separate line item fee. This amount will be calculated as part of the monthly mortgage payment for those with impound accounts. Customers can elect to pay all, or half of, the sewer bill when the December property tax bill is due.

Tax Roll Preparation

Staff recommends amending the existing multi-year Agreement, originally approved by the City Council on March 10, 2020. This amendment includes the necessary language to clarify the yearly not-to-exceed amount of \$140,000 intended in the original multi-year Agreement.

NV5, Inc. has prepared the annual sewer charges for the City for the last two years and is very familiar with the project's complexity. Though the City is currently working to implement a software solution (Tyler MUNIS) to allow City staff to handle the annual sewer charge calculations and notice creation in-house, and the implementation is slated to be completed just

in time for calculating this year's annual charges, this current extension with NV5 is still necessary, at least as a back-up, for all billing services, in case the final software implementation is delayed. It is anticipated that the necessary scope of services for NV5, regardless of software implementation, includes the following annual updates:

- Calculating the updated sewer rates and base charges for each user classification; and
- Printing and mailing the annual summary letters to property owners, including materials and postage costs.

The following annual updates will be within the scope of services for NV5 if City staff experience critical software implementation delays that threaten the ability of the City to meet deadlines for the collection of the annual charges on the property tax roll:

- Calculation of annual charges for all properties in El Cajon based on consumption data;
- Production of the annual summary letters for property owners; and
- Preparation of the master file for the annual sewer assessments for the County Tax Collector's office.

Additionally, customer support is included with the Agreement as an optional task, included in the overall award amount. It will only be utilized if additional customer support is necessary to augment City resources.

FISCAL IMPACT:

The fiscal impact for the second one-year renewal option is \$140,000. Sufficient funding is available in Fiscal Year 2021-2022 Wastewater Funds. Subsequent 2-year costs are estimated to total \$280,000.

Prepared By: Yazmin Arellano, Director of Public of Works

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

NV5 Proposal 2022

RESOLUTION NO. ___-22

RESOLUTION APPROVING AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES WITH
NV5, INC. FOR ANNUAL SEWER BILLING SERVICES
FOR A SECOND RENEWAL TERM; AUTHORIZING
ADDITIONAL COMPENSATION; AND AUTHORIZING
THE CITY MANAGER TO APPROVE
FUTURE TERM RENEWAL TERMS AS NEEDED

WHEREAS, the City of El Cajon (the "City") provides sewer services to nearly 17,000 customers, and El Cajon Municipal Code section 13.44.070 allows the City to place the sewer charges on the tax roll for the properties receiving these services; and

WHEREAS, the City submits sewer charges annually to the San Diego County Tax Assessor's Office (the "County") to be included on property tax bills as a separate line item; and

WHEREAS, on March 10, 2020, the City Council approved entering into a professional services agreement with NV5, Inc. ("NV5"), for sewer billing services in a not-to-exceed compensation amount of \$194,251, for the term of June 9, 2020 through June 8, 2021, with the option to renew for four (4) additional one-year periods (the "Agreement"); and

WHEREAS, on March 9, 2021, the City Council approved amendment of the Agreement with NV5 to extend the term for one (1) additional year, for the period of June 9, 2021 through June 8, 2022, and to provide for additional compensation in the not-to-exceed amount of \$140,000 for that renewal term; and

WHEREAS, staff now recommends that the term of the Agreement be extended for one (1) additional year, for the period of June 9, 2022 through June 8, 2023 for additional compensation in the not-to-exceed amount of \$140,000 for this second renewal term, which is budgeted in Fiscal Year 2021-2022 Wastewater Funds; and

WHEREAS, the City Council believes it to be in the City's best interest to: (1) extend the term for one additional year, for the period of June 9, 2022 through June 8, 2023; (2) approve additional compensation for the renewal term in the not-to-exceed amount of \$140,000, for a total Agreement amount of \$474,251; and (3) authorize the City Manager to approve not more than two (2) additional renewal terms of one (1) year each, with each in a not-to-exceed amount of \$140,000, as the City Manager deems appropriate.

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

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

2. The City Council hereby approves amendment of the Agreement to increase compensation for services rendered by NV5 in the not-to-exceed amount of \$140,000 for the period of June 9, 2022 through June 8, 2023.

3. The City Council hereby authorizes the City Manager, or such person as is designated by the City Manager, to approve and execute amendments to the Agreement to approve not more than two (2) additional renewal terms of not more than one (1) year each, with each in a not-to-exceed amount of \$140,000, and with such other and further changes as may be approved by the City Manager.

04/12/22 CC Agenda
Reso – Amend NV5 Agmt for Annual Sewer Billing Svc 040622

February 1 2022

Yazmin Arellano
 City Engineer
City of El Cajon
 200 Civic Center Way
 El Cajon, CA 92020

Subject: Sewer User Survey and Tax Roll

Dear Ms. Arellano:

NV5, Inc (NV5) was pleased to be able to work with the City of El Cajon (City) to assist in the transition from bimonthly sewer billing to the County of San Diego Tax Roll. As the City is now purchasing software to perform this function, the City has requested NV5 provide support services to confirm the actual increase in the sewer rate and to be on standby to perform the calculations and/or or review the data output of the software in the event there are any transition issues with the software company. NV5 is also being asked to continue to support the public outreach effort and potentially develop an updated Tax Roll list and report for Fiscal Year (FY) 2023. If needed, NV5 can help file the Tax Roll list with the City Clerk for approval by City Council, and NV5 could then submit the approved list to the County of San Diego for processing on the property tax roll.

The City’s recent wastewater rate study was adopted in October 2019, which served to establish recommended charges and fees for sewer service. The rate structure for these fees is based on the cost of providing sewer service to residential and commercial users. Residential rates are based on actual low winter water use. Commercial/industrial rates are based on actual flow volume throughout the year and classification. Commercial/industrial users are grouped based on their estimated sewage strengths into three (3) classes of users. The objective is to provide updated user data that reflects current users and flows and develop an annual tax roll report required by the California Health and Safety Code, Section 5473.

If the enclosed proposal meets with your approval, please provide NV5 with a Task Order Authorization under the terms and conditions of our existing agreement (PO No. 94391) with the City of El Cajon, dated December 19, 2019. This proposal is good for 90 days.

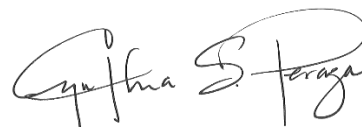
This proposal includes NV5’s Proposed Scope of Services and our 2022 Standard Rate Schedule

NV5 welcomes the opportunity to work with the City staff on this update. If you have any questions, please contact me at 858-385-2131 or carmen.kasner@NV5.com.

Sincerely,
 NV5, Inc.



Carmen Kasner, PE
 Regional Managing Director
 P27522-0001517.00



Cynthia Peraza, PE
 Project Manager

Task 1: Update of Wastewater Rates

Rate update: The City's rate case was developed and approved with pass through provisions for Metro costs and inflation. The rate model will be updated to include current information for those elements and the current billing costs. These amounts will be used as part of the tax role calculations and part for the noticing for the tax roll.

NV5 assumes one (1) meeting with City staff to complete this update. NV5 has also anticipated multiple phone/conference calls with City staff to gain input and discuss issues.

OPTIONAL TASKS:

The City may request support from NV5 to perform the re-calculations if the software implementation is delayed or as Directed by the City.. The City may ask NV5 to complete some or all of these tasks.

Task 1.1: Project Planning Phase

Project Management: NV5 will perform general administrative duties, including client correspondence, billing, project documentation, and coordination with City staff and their other consultants/vendors on data collection.

Meetings: The project team will conduct a kick-off meeting to review the scope of services and provide an opportunity for City staff to provide input regarding the goals and objectives for the project. This meeting will be used to finalize the project schedule, task priorities and identify the lines of communication.

NV5 assumes one (1) meeting with City staff to complete this update. NV5 has also anticipated multiple phone/conference calls with the staff to gain input and discuss issues.

Data Collection: NV5 will prepare an initial request for data and other pertinent information such as building permit, business license, and industrial/commercial user parcel data prior to the first meeting with City staff. NV5 anticipates this information will be provided electronically in a format that can be integrated into the Microsoft Excel and GIS models. A preliminary list of typical information and data in electronic format required for the updates includes the following:

Sewer System User Data:

- Commercial/Industrial sewer users' building permits and business licenses.
- Commercial/Industrial sewer users' parcel and zoning data.
- Commercial/Industrial sewer users' water consumption and wastewater flow rates.
- GIS database of sewer customers.
- Information on approved sewer user rates for the fiscal year.

Task 2: Evaluation of Sewer Users

NV5 will review and evaluate building permits, business licenses, parcels, zoning of real property, water consumption and sewage strength data of the City's users of the City's sewer collection system and facilities. Through this evaluation NV5 will:

- Verify and update the classifications of users and determine which users will be included in the FY 2023 tax roll.
- Calculate sewer service charges for users with updated information provided by the City based on approved sewer rates for the fiscal year.
- Review, verify and update the GIS database of sewer users to reconcile and validate existing tax roll data.
- Perform outreach to Home Owners Associations (HOAs). Outreach to HOAs is an effort that started two years ago and continued last year. We believe that most of the HOA's that can be placed on the tax roll were done last year. However, there may be changes in HOA's, and additional outreach may still be requested. NV5 has included up to 40 hours of time to perform additional outreach to them.

Task 3: Tax Roll Update

NV5 will develop the GIS database of sewer users with verified and corrected user classifications and sewer service charges to be submitted in the City's FY 2023 tax roll. A letter of notification prior to the council meeting will be sent to every property owner that will be on the tax roll with details of the charges that are anticipated. This letter format will follow the format from last year's effort and NV5 will work with the City on approved language.

NV5 will prepare a report required by the California Health and Safety Code, Section 5473. The report will provide a list of the annual fee for each parcel of real property utilizing sewer collection services and facilities provided by the City. Following a review of the data with the City, NV5 will prepare a draft report for the City's review and a final report will be produced to be filed with the City Clerk.

Upon approval of the tax roll report and list by City Council, NV5 will submit the approved list to the County of San Diego for processing on property tax rolls. Government agencies that are not billed on the property tax rolls will be billed separately. NV5 will prepare a letter with merged data to be sent to bill the appropriate agencies. Envelopes with City information will be used with all letters and City will review and approve all letters since they will be sent on City letterhead.

Deliverables as a result of Task 3:

- Draft Tax Roll Report.
- Final Tax Roll Report.
- Final Tax Roll List and Report submission to City Council for approval.
- Approved Tax Roll List to the County of San Diego.
- Handbills for those properties that do not receive property tax bills (i.e., government entities). NV5 will prepare the invoices for the City to mail and track payment.

Task 4: As-Needed Services

The NV5 team is available to review the City's Tax Roll public notice prepared by the City's attorney.

The current proposal includes budget for as-needed services to answer questions and splits of sewer bills for property owners with multiple tenants and/or to assist with property owners that want a bill that can be sent to the leases.

Other tasks that may be requested include data checks of the output from the software if the software has been implemented. Updating of business information that may adjust the sewer billing rate in the system or input of new APN's that have been processed through the year

City Staff Responsibilities

A defensible and comprehensive evaluation and report requires input from those who know your utility system the best among City staff. NV5 will utilize means and methods recognized as industry standards to perform a defensible analysis. NV5 will seek the input of City staff in the evaluation, who will have the opportunity to review and adjust the report. In addition, to meet or exceed the project schedule, it is expected that City staff will respond to our questions and data/information needs in a timely manner.

NV5 shall be entitled to rely upon the accuracy and completeness of the data provided by the City in performing its services without liability. Unless requested in writing by the City, NV5 will not, and has no obligation to, perform any manner of check, review, or verification of the accuracy or completeness of the data provided.

Fees

NV5 will complete the above scope of services on a time and materials basis not to exceed the amount of \$140,000 per the attached previously approved rate schedule.

October 22-October 22, 2022 CHARGE RATE SCHEDULE

OFFICE:

Technical Services

Engineering Aide/Planning Aide _____	\$79.00/hour
Project Assistant _____	\$90.00/hour
Project Administrator _____	\$100.00/hour
CADD Technician I _____	\$100.00/hour
CADD Technician II _____	\$125.00/hour
CADD Technician III _____	\$137.75/hour
Sr. CADD Technician/Designer _____	\$153.75/hour
Design Supervisor _____	\$164.00/hour
Plan Check Services _____	\$164.00/hour
Conditions of Approval Development _____	\$185.50/hour
Junior Engineer / Planner / Scientist/Surveyor _____	\$127.00/hour
Assistant Engineer / Planner / Scientist/Surveyor _____	\$148.00/hour
Associate Engineer / Planner / Scientist/Surveyor _____	\$159.00/hour
Senior Engineer / Planner / Scientist/Surveyor _____	\$174.75/hour
Manager _____	\$227.75/hour
Associate _____	\$249.00/hour
Principal _____	\$265.00/hour

EXPENSES:

Plotting and In-House Reproduction _____	1.10 x Cost
Subsistence _____	1.10 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts _____	1.10 x Cost
GIS /Web Hosting _____	1.10 x Cost

Mileage - Outside Local Area _____ Per Accepted IRS Rate

Rates will be effective through 10/22/2022 and will increase by 3% each subsequent year of the contract.



City Council
Agenda Report

DATE: April 12, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Frank Carson, Director of Parks & Recreation
SUBJECT: Community Event – Dinner and a Concert

RECOMMENDATION:

That the City Council approves the 2022 “Dinner and a Concert” series, subject to conditions.

BACKGROUND:

Downtown El Cajon Business Partners (PBID) requests approval for the 2022 Dinner and a Concert series. The intent of the concert series is to provide economic enhancements in the Downtown district. Dinner and a Concert is a multi-week, free concert series and will be held at the Prescott Promenade on Friday evenings from 6:00 to 8:00 p.m., July 1 through October 28, 2022.

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

Staff recommends that the City Council approve the proposed 2022 Dinner and a Concert series, pending State and County health regulations. The event is not for the sole purpose of advertising products, goods, or for private profit. Instead, the event provides a central venue to promote community involvement, City awareness, and public camaraderie.

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

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

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

FISCAL IMPACT:

Applicable fees to be paid by the applicants.

Prepared By: Frank Carson, Director of Parks & Recreation

Reviewed By:

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: April 12, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Frank Carson, Director of Parks & Recreation
SUBJECT: Event in the Right-of-Way • July 4th Fireworks

RECOMMENDATION:

That the City Council approves the use of the public right-of-way for the July 4th fireworks display.

BACKGROUND:

The July 4th fireworks display, hosted by the City, will take place this year at Kennedy Park. Fireworks will be launched from Granite Hills High School with viewing available at Kennedy Park and the surrounding neighborhoods.

A Traffic Control Plan, providing the least amount of impact to the community, will be prepared by the Public Works Traffic Engineering Division and approved by the City's Traffic Engineer. Approval for the street closures on July 4th from 8:00 a.m. to 10:30 p.m. is requested. These street closures on Monday, July 4, 2022 include:

- 8:00 a.m. to 10:30 p.m., Kennedy Center Parking Lot (No Public Parking)
- 8:00 a.m. to 10:30 p.m., Fourth Street from Madison Avenue to Granite Hills Drive

The Traffic Control Plan will be coordinated with Public Works staff and Police Department, ensuring the effective movement of vehicles and pedestrians, promoting a safe and healthy event.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

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

FISCAL IMPACT:

Funding for the event is included in the Fiscal Year 2021–2022 budget, account 103000.

Prepared By: Julie Alon

Reviewed By: Frank Carson, Director of Parks & Recreation

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

Agenda Item 9.

DATE: April 12, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Frank Carson, Director of Parks & Recreation
SUBJECT: Kaiser Permanente HauntFest Sponsorship

RECOMMENDATION:

That the City Council accepts sponsorship money for HauntFest 2022 in the amount of \$5,000 from Kaiser Permanente.

BACKGROUND:

The City of El Cajon has been awarded a competitive sponsorship opportunity through Kaiser Permanente for HauntFest 2022 hosted in Downtown El Cajon on Friday, October 21, 2022. If accepted, the City agrees to provide booth space at the event and public recognition of Kaiser Permanente with the use of their logo for selective HauntFest promotional materials.

FISCAL IMPACT:

Revenue from this sponsorship is budgeted for FY 21-22 in the Community Services and Events budget account 103000.

Prepared By: Frank Carson, Director of Parks & Recreation

Reviewed By:

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: April 12, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Frank Carson, Director of Parks & Recreation
SUBJECT: Outdoor Access for All Act Grant

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, approving the submittal of an application to the State of California Department of Parks and Recreation for Funding Under the Outdoor Equity Grants Program, which is funded by the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act (Proposition 68) and was authorized by the California Legislature on July 1, 2020.

BACKGROUND:

The Outdoor Equity Grants Program provides funds to increase the ability of residents in underserved communities to participate in outdoor experiences at state parks and other public lands, including municipal parks. Staff recommends that the City apply for the grant to fund a Nature Engagement Ambassador Program, operated from Renette Park. This program would provide teens (14-17 years) with education and recreational activities to strengthen their connection to the natural world. The program would also serve as a career pathway by providing resume writing and interview training as well as certifications in lifeguard training, CPR/AED and first aid. Teen Nature Ambassadors will be hired as paid interns.

FISCAL IMPACT:

Staff recommends applying for \$443,835.80 over four years. The proposed resolution is a condition of the grant application and confirms the City will move forward with the project should the grant be awarded.

Prepared By: Manuel Gonzalez, Parks and Recreation Manager

Reviewed By: Frank Carson, Director of Parks & Recreation

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. ____-22

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL CAJON APPROVING THE APPLICATION FOR
OUTDOOR EQUITY GRANTS PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Outdoor Equity Grants Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope program.

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

The City Council hereby approves the filing of an application for the Outdoor Equity Grants Program Grant Funds and:

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the program(s) included in this application, the sufficient funds to complete the program(s); and
2. Certifies that if the grant is awarded, the Applicant has or will have sufficient funds to operate the program(s) as described in the Grant Selection Criterion response, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to (designated position) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and
6. Will consider promoting inclusion per Public Resources Code § 80001(b)(8) (A) through (G).



City Council
Agenda Report

DATE: April 12, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Declaration of Emergency for Storm Damage Repairs; Authorization to Waive Bidding

RECOMMENDATION:

That the City Council:

1. Adopts the next Resolution, in order, to establish a Declaration of Emergency and determine that the public interest and necessity require the immediate expenditure of public money to safeguard life, health, or property as required by Public Contract Code section 22050; and
2. Approves \$60,000 for repairs in Wastewater Operations to cover the cost of the emergency work.

BACKGROUND:

The City maintains a vast network of reliable underground pipes and underground box culverts to control flooding and convey stormwater. Much of the infrastructure was constructed in the early 1960s and 1970s, with a large portion of underground storm drain pipes built with corrugated metal pipes (CMP), with a 25-year life expectancy. The City has an established annual Capital Improvement Program (CIP) to prioritize, repair, and replace remaining CMP segments and systems.

The region's current storm season resulted in the development of a sinkhole at Fanita Drive, north of Weld Boulevard near the City limits. The resulting condition requires immediate repairs to protect adjacent public improvements, maintain critical street thoroughfares, and preserve life and safety. The cause of the sinkhole has been attributed to water flowing through gaps in existing pipes, leading to soil erosion.

The discovery of the sinkhole occurred on the morning of March 17, 2022, and immediate measures were taken by staff to prevent further damage. In consideration of vehicle safety, traffic control was also established. Further investigation was performed to determine the repair method, and consequently, a second location of collapsed pipe was identified. Due to the continued risk of further collapse to the remaining utilities, street, and sidewalk infrastructure, the City Manager declared an emergency on Wednesday, March 30, 2022. It is staff's opinion that because of these existing conditions, and having experienced similar sinkholes under similar circumstances in the not-too-distant past, the emergency will not permit a delay resulting from the competitive solicitation for bids, and action is necessary to respond to the emergency.

After coordinating with the Purchasing Agent, staff has obtained a quote from SC Valley Engineering to repair the storm drain system, and staff recommends the hiring of this contractor.

The work will replace damaged storm drain pipes, backfill voids and restore surface improvements. The total cost of the repairs is estimated to be \$60,000.

FISCAL IMPACT:

Funding in the amount of \$60,000 is available through Account 650720 (Wastewater Operations).

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

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

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

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

WHEREAS, the region's current storm season has resulted in the development of a sinkhole at Fanita Drive, north of Weld Boulevard near the City limits, (the "Property") due to water flowing through gaps in existing pipes, leading to soil erosion, and the resulting condition requires immediate repairs to protect adjacent public improvements, maintain critical street thoroughfares, and preserve life and safety; and

WHEREAS, a sinkhole was discovered at the Property on the morning of March 17, 2022; immediate measures were taken by staff to prevent further damage and to establish traffic control in consideration of vehicle safety; and after further investigation was performed to determine the repair method, a second location of collapsed pipe was identified; and

WHEREAS, due to the continued risk of further collapse to the remaining utilities, street, and sidewalk infrastructure, it was determined that the City's emergency powers should be invoked, and the City Manager proclaimed an emergency on Wednesday, March 30, 2022, as allowed by El Cajon Municipal Code section 2.04.145; and

WHEREAS, the City Manager's designee has prepared a report and presented it to the City Council at its next available regular meeting not more than 14 days following the City Manager's proclamation of emergency, and has requested that the City Council review the circumstances at each regular City Council meeting until it no longer exists; and

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

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

WHEREAS, following procedures to solicit proposals, the Purchasing Agent has identified S. C. Valley Engineering, Inc. ("SC Valley") as available to commence immediately on the repairs for a total estimated cost of \$60,000; and

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

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

WHEREAS, such conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency and requires the immediate expenditure of public money to safeguard life, health, or property as required by Public Contract Code section 22050.

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

1. That the foregoing Recitals are true and correct and, based upon such recitals, it hereby proclaims that a local emergency now exists within the City.

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

3. That it hereby finds that there is substantial evidence, as described in this Resolution, as well as presented at this meeting and to be contained in the minutes of this meeting, that the emergency will not permit a delay resulting from a competitive solicitation of bids; that the competitive bidding for this public project must be waived and an open market purchase as provided in El Cajon Municipal Code section 3.20.110 must be performed; and that the City Manager or his designee has complied with all necessary procedures to solicit proposals and to engage SC Valley to perform the emergency work.

4. That wastewater operations funds in the amount of \$60,000.00 in the current fiscal year budget are available and hereby designated for any necessary emergency repairs as determined by the City Manager to address the local emergency.

5. That the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of El Cajon.



City Council
Agenda Report

DATE: April 12, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Dave Richards, Assistant to the City Manager
SUBJECT: Lease Agreement with DISH Wireless LLC for a Wireless Communication Facility at Renette Park

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, authorizing the City Manager to execute a Lease Agreement with DISH Wireless LLC.

BACKGROUND:

In May 2020, AT&T entered a lease agreement with the City to construct and operate a wireless communication facility at Renette Park. Under the terms of the agreement, AT&T constructed two 80-foot light poles – each doubling as ballfield lights and wireless facility, with one pole belonging to AT&T and the other to the City. In addition, the lease agreement allowed for undergrounding conduit and wiring, which connected the poles with a new 100-square-foot outdoor equipment storage area.

To allow for the proposed height of 80-feet, the City Council adopted a Specific Plan for Renette Park. Prior to this, standalone wireless communication facilities were limited to 70-feet-high with an approved Conditional Use Permit. In addition, AT&T secured building permits, and access and utility easements for the site.

The cost to construct the City's pole was \$160,000. AT&T paid the upfront cost to construct the City's pole in exchange for 4-years of deferred rent at \$40,000 per year.

Each light pole has wireless infrastructure for three mounting positions for different wireless providers and their associated antennas. It is anticipated that these positions be leased to other wireless service providers. The existing lease agreement with AT&T provides for alternating lease priority, beginning with AT&T, which installed its own equipment. Now, the City has the priority to lease a position on the City-owned pole.

DISH Wireless LLC (DISH) approached the City about leasing space on its light pole and staff has negotiated the attached agreement for City Council consideration. The lease agreement sets the terms for the use of the City-owned light standard within Renette Park, use of underground conduit and cable, access and utility easements, and construction of an 80-square-foot outdoor equipment enclosure near an existing trash enclosure at the park. The initial term is 10 years with a provision for up to five, five-year renewal periods. The initial annual rent has been negotiated to be \$40,000 and will increase annually by 3%. In addition, DISH will

pay a one-time attachment fee to the City of \$75,000 as consideration for the proportionate construction cost of the light pole.

The proposed project site meets all other zoning and setback requirements. It is important to note that only the Federal Communications Commission (FCC) regulates radio frequency emissions and wireless facility safety standards.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) according to section 15303, Class 3 (New Construction or Conversion of Small Structures) of the CEQA Guidelines. Section 15303 provides an exemption for new accessory appurtenant structures including new small equipment and facilities of less than 2,500 square feet. None of the exceptions listed under CEQA Guidelines Section 15300.2 exist.

FISCAL IMPACT:

The annual rent for the use of the City-owned light pole is \$40,000 (\$3,333.33 per month) and increases 3% on an annual basis through both the initial term and subsequent renewal periods. In addition, the City will receive an additional one-time Attachment Fee of \$75,000. All revenue associated with this agreement is General Fund revenue.

Prepared By: David Richards, Assistant to the City Manager

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Lease with Dish Wireless LLC

Memorandum of Lease with DISH Wireless LLC

RESOLUTION NO. ____-22

RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EL CAJON APPROVING A
LEASE AGREEMENT WITH DISH WIRELESS LLC FOR A
WIRELESS COMMUNICATION FACILITY AT RENETTE PARK

WHEREAS, in May 2020, AT&T entered a lease agreement with the City of El Cajon (the "City") to construct and operate a wireless communication facility at Renette Park (the "Existing Agreement"); and

WHEREAS, under the terms of the Existing Agreement, AT&T constructed two 80-foot light poles – each doubling as a ballfield light standard and as a wireless facility, with one pole belonging to AT&T and the other to the City; and

WHEREAS, each light pole has wireless infrastructure for three mounting positions for different wireless providers and their associated antennas, and it is anticipated that these positions would be leased to other wireless service providers; and

WHEREAS, the Existing Agreement provides for alternating lease priority, beginning with AT&T, which installed its own equipment, and the City now has the priority to lease a position on the city-owned pole; and

WHEREAS, DISH Wireless LLC ("DISH") approached the City about leasing space on its light pole, and staff has negotiated terms for the use of the City-owned light standard within Renette Park, use of underground conduit and cable, access and utility easements, and construction of an 80-square-foot outdoor equipment enclosure near an existing trash enclosure at the park, with an initial term of 10 years and a provision for five (5) five-year renewal periods; and

WHEREAS, it is proposed that the annual rent for the use of the City-owned light pole is \$40,000 (\$3,333.33 per month), increasing 3% on an annual basis through both the initial term and subsequent renewal periods; additionally, DISH will pay a one-time attachment fee of \$75,000 to the City as consideration for the proportionate construction cost of the light pole, all of which rent and charges are calculated to comply with state and federal telecommunications laws and regulations; and

WHEREAS, DISH's proposed project site meets all other zoning and setback requirements; it is important to note that only the Federal Communications Commission ("FCC") regulates radio frequency emissions and wireless facility safety standards; and

WHEREAS, the proposed project is categorically exempt from the provisions of the California Environmental Quality Act ("CEQA") according to section 15303, Class 3 (New Construction or Conversion of Small Structures) of the CEQA Guidelines; and

WHEREAS, section 15303 provides an exemption for new accessory appurtenant structures including new small equipment and facilities of less than 2,500 square feet,

and none of the exemption exceptions listed under CEQA Guidelines section 15300.2 exist.

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

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

2. The City Council hereby approves the proposed lease agreement with DISH Wireless LLC (the "Lease") for a wireless communications facility at Renette Park using the City-owned light pole, substantially in the form as presented at this meeting, with (1) an annual rent of \$40,000, (2) annual rent increases of three percent (3%) each, and (3) a one-time attachment fee of \$75,000 to be paid by DISH to the City as consideration for the proportionate construction cost of the light pole.

3. The City Manager, or such person designated by the City Manager, is hereby authorized and empowered to execute the Lease in the name of the City, as well as all necessary documents, including but not limited to, applications, agreements, and amendments to the Lease, provided that (1) annual rent and annual increases to the rent shall not be reduced below those terms initially set forth in the Lease, and (2) any such amendments are necessary to comply with state and federal telecommunications laws and regulations.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("*Lease*") is made as of the Effective Date by and between Landlord (as identified in Section 1.1) and DISH Wireless L.L.C., a Colorado limited liability company ("*Tenant*").

WHEREAS, Landlord owns certain real property located in the County of San Diego, in the State of California, that is more particularly described or depicted in attached **Exhibit 1** (the "*Property*"); and

WHEREAS, Tenant desires to obtain the right to lease from Landlord (i) a certain portion of the Property of approximately 460 square feet ("*Wireless Facility*") for communications and related purposes and (ii) an appurtenant, non-exclusive leasehold easement (the "*Access and Utility Easement*") over certain portions of the Property to access the Premises (the Wireless Facility and the Access and Utility Easement being more particularly described on **Exhibit 2**, depicted on the survey attached as **Exhibit 3**, and collectively referred to hereinafter as the "*Premises*"); and

WHEREAS, the Landlord wishes to lease space on its tower (the "*Landlord's Facility*") to Tenant for the purposes of wireless communications as generally described in Exhibit 4 attached hereto and incorporated herein by reference.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. BUSINESS TERMS AND INFORMATION. For purposes of this Lease, in addition to the defined terms elsewhere in this Lease, including the recitals above, the following capitalized terms or information have the meanings set forth in this Section 1:

1.1 Tenant's Notice Address: DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

1.2 Landlord: City of El Cajon, a California charter city and municipal corporation

1.3 Landlord's Notice Address: City of El Cajon
Attn: City Manager's Office
200 Civic Center Way
El Cajon, CA 92020-3916

1.4 Communications Facility: The radio and communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, buildings, optional backup generators and any other ancillary equipment related thereto installed by Tenant and located on the Landlord's Facility.

1.4 Attachment Fee: In consideration for the Landlord's proportional cost to construct the tower, the Tenant is to pay the Landlord a one-time attachment fee of \$75,000.

1.5 Term: The term of the leasehold granted by Landlord to Tenant pursuant to this Lease, which consists of the Initial Term and any effective Renewal Term.

1.6 Commencement Date: The first day of the possessory leasehold under this Lease, which is the date that Tenant begins visible construction at the Premises consistent with the terms of this Lease.

1.7 Initial Term: The term commencing on the Commencement Date and continuing through the last day of the 120th full calendar month after the Rent Accrual Commencement Date.

1.8 Renewal Term: As provided in Section 3, each of the five (5) successive periods of five (5) years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

1.9 Rent Accrual Commencement Date: Provided the Commencement Date occurs between the 1st and the 15th day of a calendar month, then the Rent Accrual Commencement Date is retroactive to the first day of the calendar month in which the Commencement Date occurs; and otherwise, the Rent Accrual Commencement Date is the first day of the calendar month immediately following the Commencement Date.

1.10 Rent: The annual amount of Forty Thousand Dollars (\$40,000.00), payable in equal monthly payments of Three Thousand Three Hundred Thirty-Three Dollars and 33/100 (\$3,333.33). The Rent shall be subject to an annual increase of three percent (3%) per annum during the Initial Term and any Renewal Term exercised by Tenant, such increase to take effect on each anniversary date of the Commencement Date. Each annual Rent adjustment shall apply regardless of any outstanding offsets of Rent.

2. RIGHT TO LEASE.

2.1 Landlord hereby leases to Tenant the Wireless Facility and the Access and Utility Easement, which easement is to install and maintain utility services to and serving the Wireless Facility and unrestricted vehicular and pedestrian access from a public right-of-way serving the Property to the Wireless Facility.

2.2 Tenant and its agents, employees, engineers, surveyors and other representatives have the right to enter upon the Property (i) to inspect and examine the Premises; (ii) to apply for and obtain licenses, permits, approvals, or other relief required or deemed necessary or appropriate for Tenant's use of the Premises including, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"); and (iii) to initiate, order and/or schedule utilities. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, regardless of whether such defect or condition is disclosed by Tenant's inspection.

3. TERM. The term of the leasehold granted by Landlord to Tenant hereunder commences on the Commencement Date, which Tenant shall confirm in writing to Landlord and continues through the Term. Tenant shall have the option to extend the term of this Lease for each of the Renewal Terms. Each Renewal Term will commence automatically, without further act or deed, unless Tenant delivers written notice to Landlord of Tenant's intent not to renew the Term for the next available Renewal Term, such notice to be delivered not less than 30 days prior to the end of the then-current term (*i.e.*, the Initial Term or the then-effective Renewal Term).

4. RENT. Tenant shall pay Rent to Landlord accruing and beginning as of the Rent Accrual Commencement Date. The Rent is payable in advance, on or before the 5th day of each calendar month. Payments will be made via electronic funds transfer directly to Landlord's bank account unless otherwise directed by Landlord. Rent will be equitably prorated for any partial calendar month. Notwithstanding the foregoing, Tenant will tender to Landlord the initial Rent payment within 30 days after the Commencement Date.

5. TAXES AND CHARGES.

5.1 Tenant understands and agrees that this Lease may create a possessory interest in Landlord's Property, subject to property taxation, and if a possessory interest is created that Tenant may be subject to the payment of property taxes levied on its interest. Tenant shall pay any possessory interest taxes, and personal

property taxes assessed on, or any portion of such taxes directly attributable to, the Communications Facility and the Access and Utility Easement.

5.2 Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, if any.

6. USE.

6.1 During the Term, Tenant may use the Premises for the erection, operation and maintenance of a Communications Facility subject, however, to all Governmental Approvals, and provided that Tenant's use of the Premises shall not interfere with the operations of any other wireless communications facilities located on the Property (the "**Permitted Use**"). Tenant may make improvements, alterations and modifications to the Premises as are deemed appropriate by Tenant consistent with the Permitted Use, including the right to clear the Premises (but not any other portion of the Property) of any trees, vegetation, undergrowth or other obstructions which, in Tenant's sole reasonable opinion, interferes with the Permitted Use. Tenant shall have the exclusive right to install upon the Wireless Facility communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary or desirable in Tenant's sole judgment, but subject to compliance with all applicable laws, statutes, rules and regulations of any jurisdictions.

6.2 During the Term, Landlord may agree (i) to allow Tenant the right on the Property to clear trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which in either case actually interfere with or are reasonably determined to threaten to fall upon the Communications Facility or the Wireless Facility; (ii) to provide Tenant with a non-exclusive easement in, over, across and through the Property and other adjoining real property owned by Landlord as reasonably required for the construction, installation, maintenance, and operation of the Communications Facility and the access thereto.

6.3 Tenant acknowledges and agrees that the Landlord may use its Landlord's Facility for any legal use, including uses for both the public benefit as well as private benefit in Landlord's proprietary capacity by leasing space on the Landlord's Facility to other wireless communications providers without restriction, except for uses that adversely interferes with Tenant's Communications Facility, the operations of the Communications Facility on the Wireless Facility, or Tenant's rights under this Lease.

6.4 Tenant, employees, agents, invitees, contractors, successors and assigns shall have the unrestricted and free access to the Premises 7 days a week, 24 hours a day. If at any time during the Term of this Lease, the Federal Aviation Administration, Federal Communications Commission or other governmental agency changes, amends or modifies its regulations and requirements, issues new regulations or requirements, or otherwise takes any action, the result of which reasonably inhibits Tenant's use of the Premises or any portion of the Communications Facility for the Permitted Use, or if technological changes render the Permitted Use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for the Permitted Use, Tenant shall have the right to terminate this Lease upon written notice to Landlord to be effective on the earlier of the date set forth in the notice of termination, which shall not be less than 30 days after the date of deemed receipt of such notice by Landlord.

6.5 Landlord hereby authorizes Tenant and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits consistent with the Permitted Use, all at Tenant's sole cost and expense. At no additional cost to Tenant (other than as required in this Section 6.6), Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities and agrees to execute any necessary applications, consents or other documents as may be

reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the Communications Facility. Tenant acknowledges that Landlord is a governmental entity, having regulatory authority in planning and land use matters, and local governmental approvals provided, however, that Tenant shall not be provided any power of attorney on behalf of the Landlord. Nothing herein shall be deemed to require the Landlord to commit to approve any applications seeking its governmental approvals.

6.6 It is intended that the legal description of the Premises accurately reflect an "as-built" survey of the location of the Wireless Facility, the communications tower located thereon, and the Access and Utility Easement. Accordingly the parties agree that, if it is reasonably necessary that any part of such tower, buildings, roadways, utilities, guy wires or anchors related to the Communications Facility located on the Premises is required to be located beyond the legal description of the Premises, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease to the extent that such improvements are located on real property owned by Landlord, and Exhibit 2 and Exhibit 3 to this Lease shall be modified to reflect the "as-built" locations of the Wireless Facility and the Access and Utility Easement.

6.7 Tenant shall, at all times, comply with Chapter 17.245 of the El Cajon Municipal Code in the use of the Premises. Tenant shall maintain the Premises in accordance with such operational and maintenance standards found in sections 17.245.080 and 17.245.090 of the El Cajon Municipal Code.

7. ACCESS AND UTILITIES. During the Term, Landlord for itself, its successors and assigns, hereby leases to Tenant, employees, agents, invitees, contractors, successors and assigns, as an appurtenance to the Wireless Facility, the Access and Utility Easement for ingress and egress for the benefit of and access to the Wireless Facility as well as for the construction, installation, operation and maintenance of overhead and underground electric, gas and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities, over, across and through the Access and Utility Easement for the benefit of and access to the Wireless Facility, subject to the terms and conditions herein set forth. The rights granted to Tenant herein include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein. Tenant will be responsible for the repair or replacement of any landscaping, irrigation lines and equipment, sidewalks, parking lots, and other facilities located on the Property which is damaged by Tenant or its contractors, agents, or employees during the Term of this Agreement.

8. EQUIPMENT, FIXTURES AND SIGNS. Except for such items constructed, erected, and installed as a part of the Landlord's Facility, all improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant. Tenant shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property shall not be deemed to be part of the Premises, but shall remain the property of Tenant. At any time during the Term and within a reasonable time after the expiration or earlier termination of the Term, Tenant shall have the right, but not the obligation, to remove its equipment, structures, fixtures, signs, and personal property from the Premises.

9. ASSIGNMENT. Tenant may assign this Lease to any person or entity at any time with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may assign or transfer the Lease and Easements without Landlord's consent to any parent, affiliate or subsidiary of Tenant, any party that merges or consolidates with Tenant or its parent, or any party that purchases all or otherwise acquires all or substantially all of Tenant's ownership interest or assets. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease, from and after the effective date of such assignment of this Lease, Tenant will be relieved of all liability hereunder thereafter accruing. Landlord may assign this Lease, in whole or in part, to any person or entity (i) who or which acquires fee title to the Premises, and/or (ii) who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion.

10. COVENANTS, WARRANTIES AND REPRESENTATIONS. Landlord covenants, warrants and represents the following:

10.1 Landlord is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution of this Lease; that it alone has full right to let the Premises for the Term set out herein; and that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the Term.

10.2 Landlord has complied with, and will continue to comply with, all environmental, health, and safety laws with respect to the Premises other than those which arise out of Tenant's use of the Wireless Facility for a Communications Facility (which compliance obligation is to be borne by Tenant), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, at the commencement of the Term, Landlord and the Premises are in compliance with all environmental, health, and safety laws; no asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises; and to the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises.

10.3 All utilities in place upon the commencement of the Term and serving the Property enter through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements. All utilities are installed and operating and all installation and connection charges have been paid in full.

10.4 Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads or to utility services serving the Premises.

10.5 The Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the Property, and access to the Property is provided by paved public right-of-way with adequate curb cuts available.

10.6 With respect to the Premises, except as disclosed by Landlord in writing to Tenant prior to the execution hereof, (i) there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Wireless Facility; (ii) there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and (iii) there are no parties (other than Landlord) in possession of the Premises.

11. HOLD OVER TENANCY. Should Tenant hold over the Premises or any part thereof after the expiration of the Term, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

12. INDEMNITIES. Each of Landlord and Tenant agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents, volunteers, and employees (each, an "*Indemnified Persons*"), from and against all claims and liabilities (including reasonable attorneys' fees and court costs) asserted by a third party against an Indemnified Person caused by or arising out of (i) such indemnifying party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such indemnifying party's negligent or willful acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.

13. WAIVERS.

13.1 Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facility or any portion thereof or any equipment located upon the Premises, regardless of whether such Communications Facility or equipment is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

13.2 EACH OF LANDLORD AND TENANT WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AND WHICH IS SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS OF A PARTY UNDER THIS LEASE.

14. INSURANCE.

14.1 Tenant shall maintain commercial general liability insurance covering claims of property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of \$1,000,000 per occurrence and in the aggregate. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other Communications Facility locations of Tenant and its affiliates. Tenant shall maintain all insurance policies required of it to be maintained hereunder with responsible insurance companies with an A.M. Best rating of at least A-VII, eligible to do business in the state where the Premises are located. Tenant shall provide at least 30 days' prior written notice to Landlord of cancellation of any required coverage that is not replaced. Tenant shall evidence such insurance coverage by delivering to Landlord certificates and endorsements evidencing the required coverage. Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required as long as Tenant or its parent company shall have and continuously maintain a tangible net worth of at least one hundred million dollars (\$100,000,000.00).

14.2 Landlord shall carry, at no cost to Tenant, general liability insurance and property casualty insurance appropriate for Landlord's improvements on the Property and in such amounts to cause the replacement or restoration of the Property (excluding Tenant's improvements and personal property) in the event of casualty.

14.3 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage, but only to the extent that the claims do not exceed the policy limits for the insurance policies, and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof, except as provided in the immediately preceding sentence. All policies required to be carried by either Party herein shall contain endorsements (1) in favor of the other Party waiving the insurance company's right of subrogation against such other Party, and (2) naming the other Party waiving the insurance company's right of subrogation as an additional insured. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

15. INTERFERENCE. During the Term, Landlord, its successors and assigns will not grant any ground lease, license, easement or other rights with respect to the Premises (i) for the Permitted Use; or (b) if such lease, license,

easement or other right would detrimentally interrupt Tenant's Communications Facility or unreasonably interfere with Tenant's use thereof.

16. INTENTIONALLY DELETED.

17. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its Communications Facility located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed, but necessary to secure the Communications Facility, including the tower(s), building(s), guy anchors, and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its Communications Facility.

18. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease is to be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

19. CONDEMNATION. Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises or any portion thereof, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an equitable abatement or adjustment of Rent) due to a condemnation without the prior written consent of Tenant.

20. DEFAULT. Should Landlord or Tenant fail to perform any of its respective covenants or obligations imposed upon it or breach any of its respective representations or warranties under this Lease (a "**Non-Performing Party**"), then the other party shall give the Non-Performing Party written notice of such breach or failure, at which time the Non-Performing Party shall be in default under this Lease; provided, however, to the extent such default is susceptible of being cured or remedied, the Non-Performing Party shall have the Cure Period to remedy such breach or failure prior to the Non-Performing Party being in default under this Lease. For purposes hereof, the "**Cure Period**" is a period 30 days, measured from the date of the Non-Performing Party's receipt of such notice of breach or failure; provided, if such breach or failure cannot reasonably be cured within such 30-day period and the Non-Performing Party proceeds promptly after the receipt of such notice of such breach or failure to commence to remedy same and pursue curing such breach or failure with due diligence, Cure Period is extended for such period of time as may be necessary to complete such curing, not to exceed 60 days from the Non-Performing Party's receipt of such written notice of such breach or failure or such longer period of time as agreed by the other party. Upon a default by the Non-Performing Party that is not susceptible of being cured or if it is susceptible of being cured, that is not cured within the Cure Period will give rise to the other party being able to assert against the Non-Performing Party any remedies available at law or in equity, including the right to terminate this Lease, subject to Section 13.2. Notwithstanding the foregoing, should a Non-Performing Party fail to perform any of its obligations imposed upon it under this Lease and irreparable and immediate harm may befall the other party as a result of such failure, the other party may pursue injunctive relief immediately without the passage of the Cure Period.

21. ATTORNEY'S FEES. If any legal proceeding between Landlord and Tenant arise from, out of or based on this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and be taxed to the unsuccessful party as a part of such judgment.

22. SUBORDINATION AND TENANT'S LENDER.

22.1 This Lease is subordinate to all deeds of trust, mortgages and ground leases now or hereafter encumbering the Premises or Landlord's interest therein (collectively, "*Encumbrances*" and each, an "*Encumbrance*"). With regard to any Encumbrance, Landlord covenants and agrees that, upon the request of Tenant, it shall use its best efforts to cause the beneficial holder of such Encumbrance to execute a customary non-disturbance and attornment agreement with regard to this Lease. In addition, each of Landlord and Tenant will, within 20 days after the request of the other party, execute and deliver to the other party, an estoppel letter as to such factual matters relating to the Lease as are reasonably requested by such other party, its lender or prospective successor-in-interest.

22.2 Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in the Lease and all of Tenant's personal property and fixtures attached to the Premises, and furthermore consents to the exercise by Tenant's lender ("*Tenant's Lender*") of its rights of foreclosure with respect to its lien and security interest in Tenant's leasehold interest in the Premises, and interest in the personal property and fixtures. Landlord agrees to recognize Tenant's Lender as the tenant under this Lease upon any such exercise by Tenant's Lender of its rights of foreclosure. Landlord hereby (i) agrees that any lien or security interest in favor of Landlord which arises by law or pursuant to the Lease is subordinate to the lien and security interest of Tenant's Lender in the collateral securing all indebtedness at any time owed by Tenant to Tenant's Lender (the "*Collateral*"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and Tenant's Lender or the Lease, Tenant's Lender shall be fully entitled to exercise its rights against the Collateral prior to the exercise by Landlord of any rights which it may have therein, including entry upon the Premises and removal of the Collateral free and clear of Landlord's lien and security interest.

22.3 To the extent that Tenant or Tenant's Lender has given notice to Landlord of Tenant's Lender's security interest in the Lease and other Collateral and an address to which Landlord is to provide notices to Tenant's Lender, (i) Landlord agrees to give Tenant's Lender written notice of any breach, failure or default of the terms of the Lease within 15 days after the occurrence thereof, at such address as is specified to Landlord by Tenant's Lender; (ii) Landlord agrees that no default under the Lease is deemed to have occurred unless notice of such breach, failure or default is also given to Tenant's Lender and any applicable cure period has passed; and (iii) in the event of any such breach, failure or default under the terms of the Lease, Tenant's Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional 30 days after any applicable cure period to cure or correct any such breach, failure or default (whether the same shall consist of the failure to pay rent or the failure to perform), and Landlord agrees to accept such payment or performance on the part of Tenant's Lender as though the same had been made or performed by Tenant. Landlord agrees that it shall not exercise its right to terminate the Lease or any of its other rights under the Lease upon breach or default of the terms of the Lease without so affording Tenant's Lender the foregoing notice and periods to cure any default or breach under the Lease. In the case of termination of this Lease for any reason or if this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, (i) Landlord shall give prompt notice thereof to Tenant's Lender consistent with this Section 22.3; and (ii) on written request of Tenant's Lender made any time within 30 days after the giving of such notice by Landlord, Landlord shall promptly execute and deliver a new lease of the Premises to Tenant's Lender or its designee or nominee for the remainder of the Term (as if this Lease were not terminated, rejected or disaffirmed) upon all the covenants, conditions, limitations and agreements contained herein (including options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Tenant's Lender (A) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Lease up to and including the date of the commencement of the term of such new lease (without regard to any discharge in Tenant's bankruptcy) and all reasonable expenses, including reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Lease and the preparation of the new lease, and (B) shall cure all defaults existing under this Lease which are susceptible to being cured by Tenant's Lender promptly and with due diligence after the delivery of such new lease. For so long as Tenant's

Lender shall have the right to enter into a new lease with Landlord pursuant to this Section 22.3, Landlord shall not enter into a new lease of the Premises with any person or entity other than Tenant's Lender without the prior written consent of Tenant's Lender.

22.4 The provisions of Section 22.3 shall survive the termination, rejection or disaffirmance of this Lease and will continue in full force and effect thereafter to the same extent as if Section 22.3 was a separate and independent contract made among Landlord, Tenant and Tenant's Lender and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease, and conditioned upon its obligations under this Lease, Tenant's Lender may use and enjoy the leasehold estate created by this Lease without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Tenant's Lender is deemed a separate agreement between Landlord and Tenant's Lender, separate and apart from this Lease as well as a part of this Lease and is unaffected by the rejection of this Lease in any bankruptcy proceeding by any party.

22.5 Upon the execution and delivery of a new lease under Section 22.3, all subleases which theretofore have been assigned to, or made by, Landlord with respect to the Communications Facility shall be assigned and transferred, without recourse, by Landlord to the tenant named in such new lease or a third-party manager capable of administering such subleases. Between the date of termination of this Lease and the date of execution of the new lease, if a Tenant Lender shall have requested a new lease as provided in Section 22.3, Landlord shall not cancel any subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) without the consent of Tenant's Lender.

22.6 If Landlord has been given notice of Tenant's Lender as provided in Section 22.3, (i) this Lease shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Lease by Tenant, without the prior written consent of Tenant's Lender and (ii) Landlord shall not have the right to terminate this Lease in the event of a casualty or condemnation without the prior written consent of Tenant's Lender.

22.7 The provisions of this Section 22 are for the benefit of Tenant's Lender and may be relied upon and shall be enforceable by Tenant's Lender as if Tenant's Lender were a party to this Lease. Notwithstanding the foregoing, Landlord acknowledges that nothing contained herein is deemed or to be construed to obligate Tenant's Lender to take any action hereunder or to perform or discharge any obligation, duty or liability of Tenant under this Lease.

23. NOTICES. All notices under this Lease shall be in writing either personally delivered (with receipt for delivery); mailed via United States certified mail, return receipt requested; or transmitted by overnight courier for next business day delivery to the notice addresses of Landlord and Tenant set forth in Section 1. Notices will be deemed to have been given upon either receipt or rejection. The parties each reserve the right to modify or change their notice addresses set forth in Section 1 by providing notice to the other party as otherwise provided in this section, with such new notice address being effective 15 days after receipt by the other party.

24. MISCELLANEOUS.

24.1 Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.

24.2 If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

24.3 All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

24.4 Failure of a party to insist on strict performance of any of the conditions or provisions of this Lease or failure to exercise any of a party's rights hereunder, shall not waive such rights.

24.5 This Lease is to be governed by and construed in accordance with the laws of the state in which the Premises are located. Any action to enforce or interpret this Lease shall be brought in the Superior Court of California, San Diego County, or the Southern District of California, if brought in federal court. Tenant hereby waives any right to remove any such action, including the right to remove an action from San Diego County otherwise permitted by California Code of Civil Procedure section 394.

24.6 This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Premises or the subject matter hereof. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

24.7 This Lease is an appurtenance of and runs with the land and is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

24.8 A short-form memorandum of this Lease, substantially in the form as depicted in Exhibit 5 attached hereto, may be recorded at Landlord or Tenant's option and at the expense of the requesting party.

24.9 This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any counterpart delivered by facsimile, pdf, commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed counterparts and shall be valid, enforceable and binding for the purposes of this Lease.

24.10 The pronouns of any gender shall include the other gender, and either the singular or the plural shall include the other, as the context requires. "Include" and "including" and their derivatives are to be construed as illustrative but not limiting. References in this Lease to sections refer to those sections of this Lease unless the context expressly requires otherwise. Headings of sections are for convenience only and are not be considered in construing the meaning of the contents of such sections.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURES BEGIN ON NEXT PAGE]***

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

LANDLORD:

The City of El Cajon, a California charter city
and municipal corporation

By: _____
Name: Graham Mitchell
Title: City Manager
Date: _____

TENANT:

Dish Wireless L.L.C.,
a Colorado limited liability company

By: _____
Name: David Mayo
Title: SVP
Date: 2.18.2022

EXHIBIT 1

Description of Property

AN INTEREST IN LAND, SAID INTEREST BEING OVER A PORTION OF THE FOLLOWING DESCRIBED PARENT PARCEL:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EL CAJON, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

The Northerly 380 feet of Lot 26, Block 2, Tracts "E" and "F", Rancho El Cajon, according to Map thereof No. 750, filed in the office of the county recorded of said San Diego County May 6, 1893, EXCEPTING therefrom the Westerly 30 feet thereof.

TAX PARCEL NOS. 492-320-01, 492-320-02

EXHIBIT 2

The Premises is described as follows, subject to replacement by a surveyed legal description when available:

I. Wireless Facility Legal Description:

A PARCEL OF LAND LYING WITHIN LOT 26, BLOCK 2, TRACTS "E" AND "F", RANCHO EL CAJON, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 750, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 6, 1893, SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS. COMMENCING AT THE CENTERLINE INTERSECTOIN OF RENETTE AVENUE AND ESTES STREET, AS SHOWN ON PARCEL MAP NO. 7123, RECORDED IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE CENTERLINE OF RENETTE AVENUE, SOUTH 89°57'36" WEST, 509.25FEET; THENCE SOUTH 00°07'04" WEST 196.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ; THENCE SOUTH 00°7'04" WEST 10.00 FEET; THENCE NORTH 89°52'16" WEST 8.00 FEET; THENCE NORTH0°07'04" EAST 10.00 FEET; THENCE SOUTH 89°52'16" EAST 8.00 FEET TO THE TRUE POINT OF BEGINNING. . CONTAINING 80 SQUARE FEET MORE OR LESS.

II. Access and Utility Easement Legal Description:

ACCESS EASEMENT (Legal Description)

A TEN (10) FEET STRIP OF LAND LYING WITHIN LOT 26, BLOCK 2, TRACTS "E" AND "F", RANCHO EL CAJON, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 750, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 6, 1893, THE CENTERLINE OF SAID TEN (10) FEET EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTERLINE INTERSECTOIN OF RENETTE AVENUE AND EMERALD AVENUE, AS SHOWN ON PARCEL MAP NO. 7123, RECORDED IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE CENTERLINE OF EMERALD AVENUE, SOUTH 00°03'40" WEST 173.13FEET; THENCE SOUTH 89°56'20" EAST 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE ; THENCE SOUTH 89°56'20" EAST 93.32 FEET; THENCE SOUTH 00°03'40" WEST 32.65 FEET TO THE POINT OF TERMINATION. CONTAINING 1250 SQUARE FEET MORE OR LESS.

UTILITY EASEMENT (Legal Description)

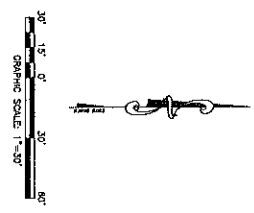
A TWO (2) FEET STRIP OF LAND LYING WITHIN LOT 26 AND 27, BLOCK 2, TRACTS "E" AND "F", RANCHO EL CAJON, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 750, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 6, 1893, THE CENTERLINE OF SAID TWO (2) FEET EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTERLINE INTERSECTOIN OF RENETTE AVENUE AND ESTES STREET, AS SHOWN ON PARCEL MAP NO. 7123, RECORDED IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE CENTERLINE OF RENETTE AVENUE, SOUTH 89°57'36" WEST, 163.49FEET; THENCE SOUTH 00°07'04" WEST 56.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE ; THENCE NORTH 89°28'16" WEST 252.51 FEET; THENCE SOUTH 29°01'51" WEST 151.58 FEET; THENCESOUTH 60°33'23" EAST 22.99 FEET TO THE POINT OF TERMINATION, THE SIDELINE OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO TERMINATE AT THE EASTERLY LINE OF THE LEASE AREA. CONTAINING 850 SQUARE FEET MORE OR LESS.

EXHIBIT 3

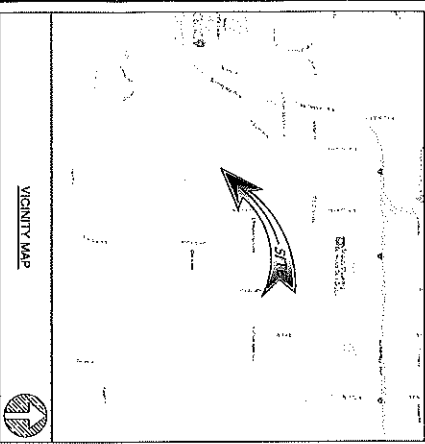
Survey (depicting Wireless Facility and Access and Utility Easement(s))

See Attached pages

SEE SHEET LS-2
TO CITY MAP, LION & INTERSECTION
RENETTE AVE & CHANDLER AVE

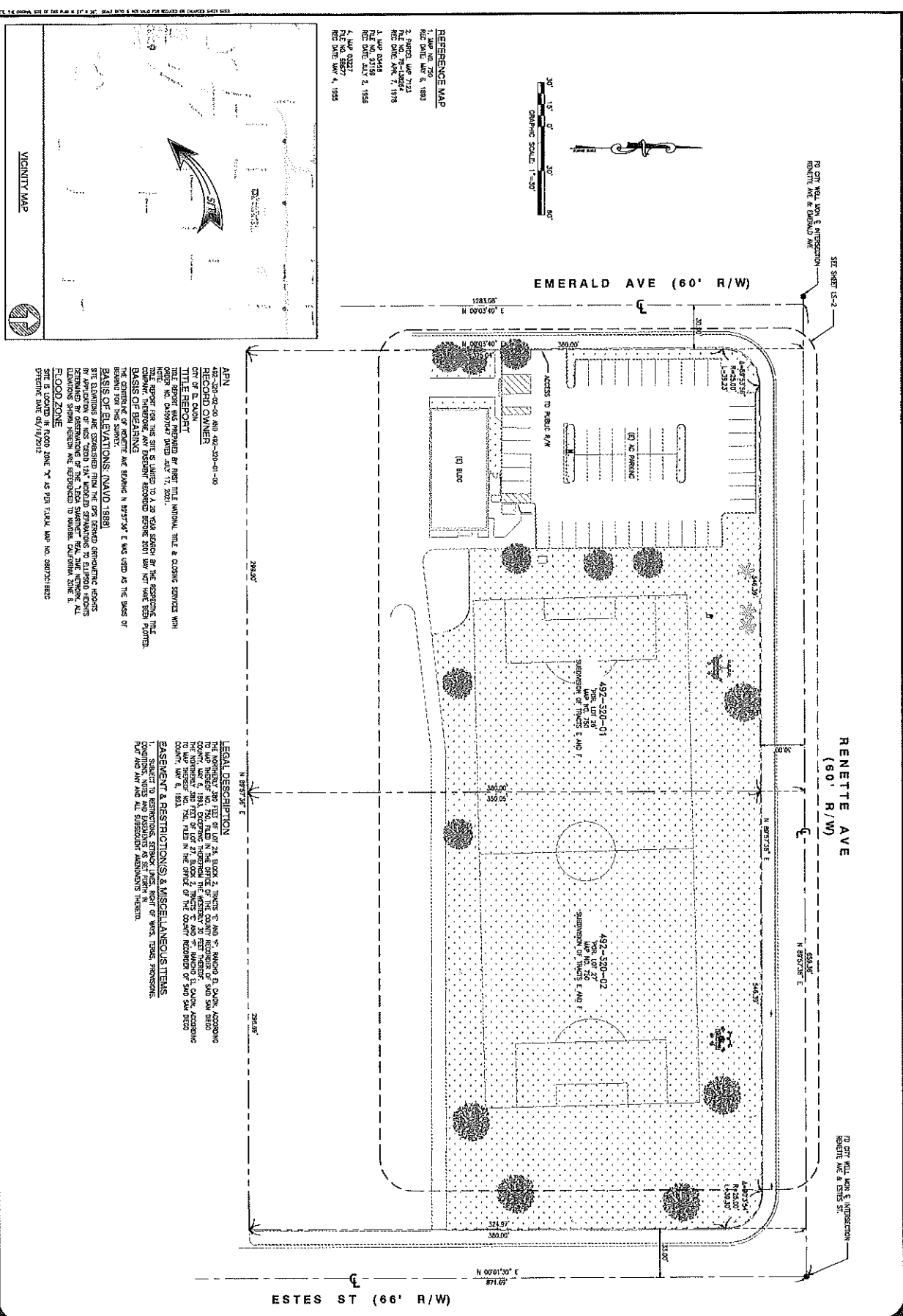


REFERENCE MAP
1. MAP NO. 250
REC DATE MAY 6, 1983
2. PARCEL MAP 2123
REC DATE APR 7, 1978
3. MAP 0548
REC DATE JULY 2, 1968
4. MAP 0222
REC DATE MAY 4, 1955



APN
462-03-00-00 AND 462-03-01-00
RECORD OWNER
CITY OF CAJON
TITLE REPORT
THIS REPORT WAS PREPARED BY FIRST TITLE NATIONAL, TITLE & CLOSING SERVICES WITH
TITLE NO. 00037407 DATED JULY 11, 2001.
THE REPORT FOR THIS SITE IS LIMITED TO 20 YEAR SEARCH BY THE RECORDING TITLE
OFFICE. ANY SEARCHES REQUESTED BEYOND 20 YEAR SEARCH FOR THIS 2001 SEARCH.
THE QUALITY OF REPORTS ARE BASED ON 95% OF ELEVATIONS TAKEN AS THE BASIS OF
BASIS OF ELEVATIONS (NAVD 1988).
SITE ELEVATIONS ARE STRIPPED FROM THE GPS TRIMMED POINT-TO-POINT REPORTS
DURING THE PROCESSING OF THE DATA. THE ELEVATIONS OF THE DATA WERE NOT
ELEVATIONS FROM THE DATA WERE NOT ADJUSTED TO NAD83 CALIFORNIA ZONE II.
FLOOD ZONE
SITE IS LOCATED IN FLOOD ZONE "X" AS PER FLOOD MAP NO. 0807021822
DATED MAY 09/1978.

LEGAL DESCRIPTION
THE PROPERTY IS THE PART OF 24 BLOCK 2, TRACT 2, AND 7, BLOCK 8, CAJON, ACCORDING
TO MAP NUMBER NO. 754, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN JUAN BORO
COUNTY, CALIF. AND 1893 SET OF THE PROCEEDING THE RECORD AS THE ANCESTOR OF CAJON, ACCORDING
TO MAP NUMBER NO. 754, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN JUAN BORO
COUNTY, CALIF. 1933.
EASEMENT & RESTRICTIONS & MISCELLANEOUS ITEMS
1. SUBJECT TO RESTRICTIONS, EASEMENTS, LIENS, RIGHT OF WAY, TRACTS, PROCEEDINGS,
PLAT AND ANY AND ALL SUBSEQUENT ASSIGNMENTS THEREIN.



RENETTE AVE
(60' R/W)

ESTES ST (66' R/W)

TO CITY MAP, LION & INTERSECTION
RENETTE AVE & STINE ST

ISSUE STATUS			
REV.	DATE	DESCRIPTION	BY
0	06/22/01	PRELIMINARY SURVEY / AS	LS
1	09/20/01	FINAL SURVEY	LS

SDSAN00525A

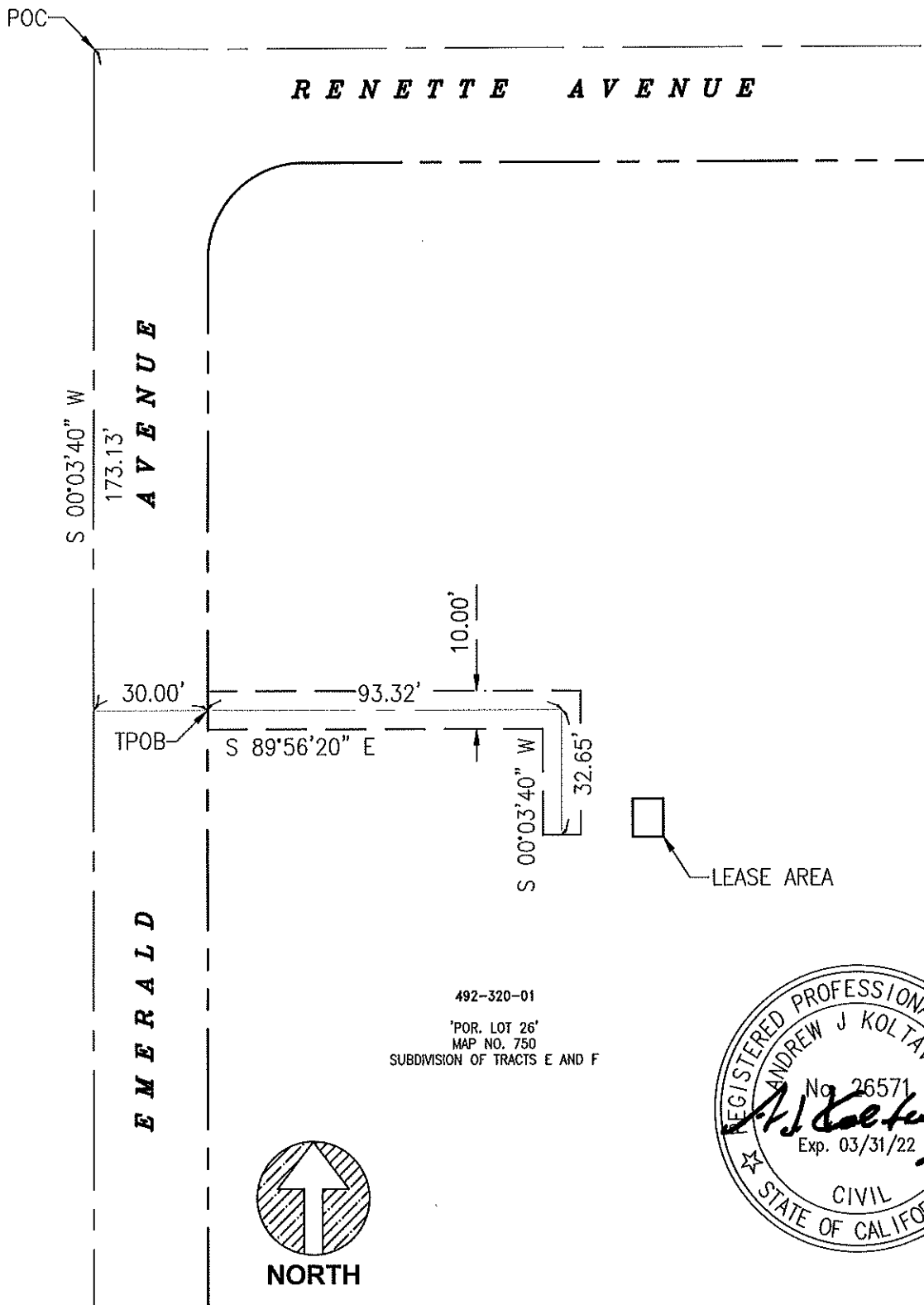
935 EMERALD AVE,
EL CAJON, CA 91941

PROFESSIONAL INSURANCE
THE INSURANCE COMPANY HAS BEEN
LICENSED BY THE STATE OF CALIFORNIA
AND IS AUTHORIZED TO PROVIDE
INSURANCE TO PROFESSIONALS

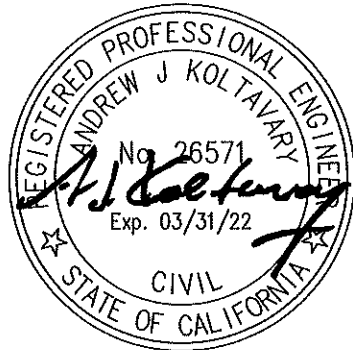
SHEET TITLE:
BOUNDARY
DETAILS

LS-1

ACCESS EASEMENT



492-320-01
'POR. LOT 26'
MAP NO. 750
SUBDIVISION OF TRACTS E AND F



UTILITY EASEMENT

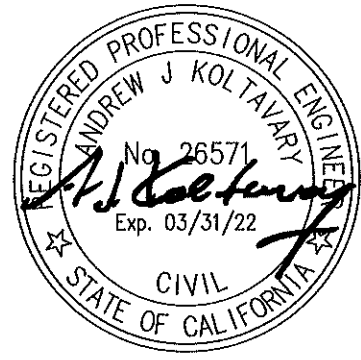
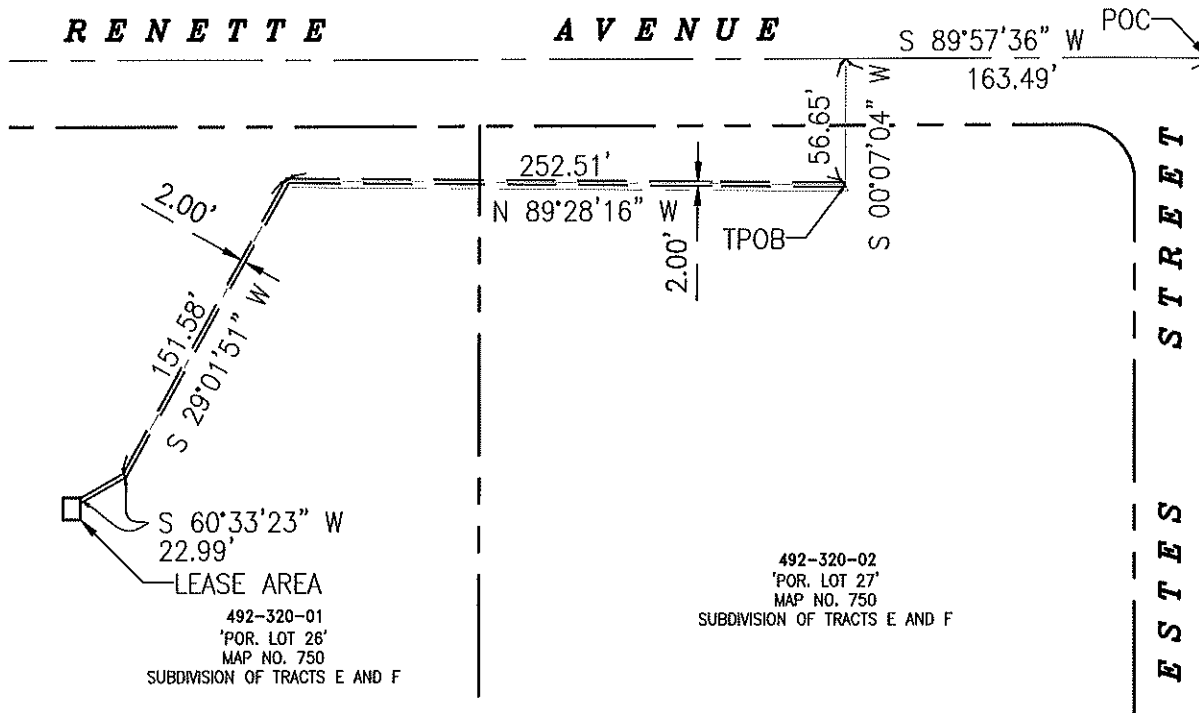
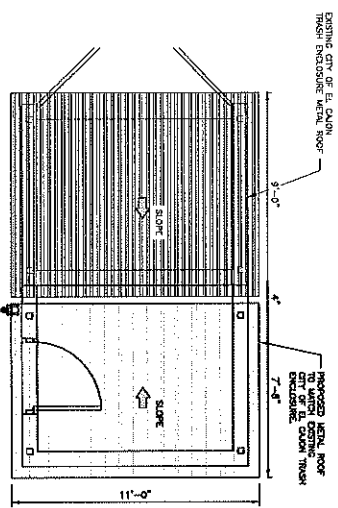
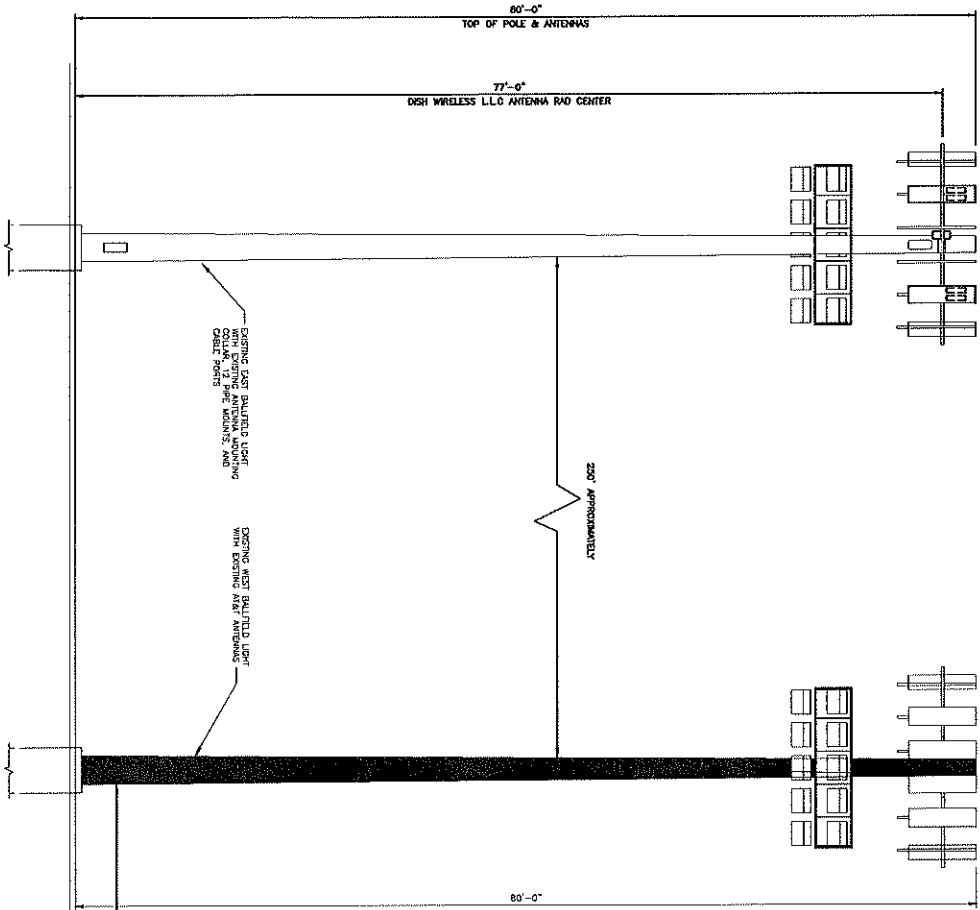
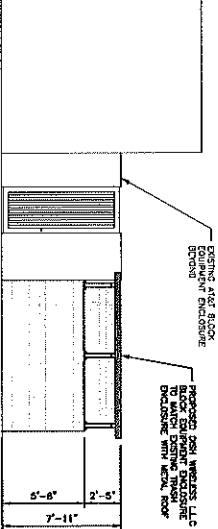


EXHIBIT 4
Landlord's Facility

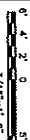
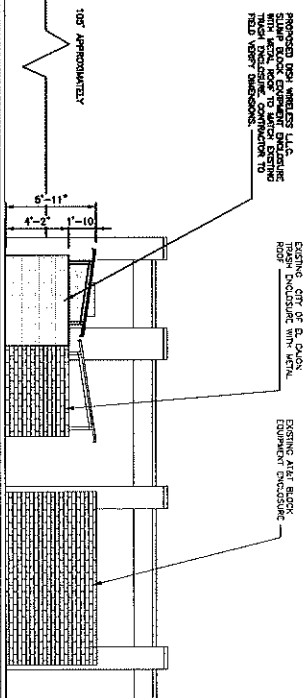
PROPOSED NORTH ELEVATION



PROPOSED METAL ROOF DETAIL (PLAN VIEW)



EAST EQUIPMENT ENCLOSURE ELEVATION



SHEET NUMBER
A-2.1

PERI WIRELESS LLC
PROJECT INFORMATION
SDSAND09225A
RENETTE PARK
935 REMERALE AVENUE
EL CAYON, CA 92020

SHEET TITLE
EXTERIOR ELEVATIONS

ZONING DOCUMENTS

REV	DATE	DESCRIPTION
A	06/17/2021	ISSUED FOR REVIEW

IT IS A YOUR RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND AGENCIES TO WHICH THE PROJECT IS SUBJECT. THE DESIGNER ASSUMES NO LIABILITY FOR ANY SUCH VIOLATIONS OR PENALTIES.

PLAN CORP
TELECOMMUNICATIONS PROJECT ARCHITECT
302 STATE PLACE
ESCONDIDO, CALIFORNIA 92029

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

EXHIBIT 5

MEMORANDUM OF LEASE

[TO BE CONFORMED TO PROVISIONS OF LEASE WHEN FULLY NEGOTIATED]

[FORM ONLY – DO NOT EXECUTE]

Prepared by and return to:

MEMORANDUM OF LEASE

This Memorandum of Lease evidences a lease ("**Lease**") dated as of _____ between **The City of El Cajon**, a California charter city and municipal corporation ("**Landlord**"), whose address is 200 Civic Center Way, El Cajon, CA 92020-3916, and DISH Wireless L.L.C., a Colorado limited liability company ("**Tenant**"), with regard to a portion of that certain real property (the "**Premises**") as described on **Exhibit 1** attached hereto, which Premises are located upon a tract of real property owned by Landlord and more particularly described on **Exhibit 2** attached hereto (the "**Property**"). The leasehold of the Premises commences on the date Tenant begins visible construction at the Premises (the "**Commencement Date**"), which Commencement Date is to be confirmed in writing from Tenant to Landlord, but shall occur no later than 2 years after the date of the Lease.

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2. The Access and Utility Easement is a non-exclusive grant of an easement from Landlord to Tenant between a public right of way abutting the Property, for the purpose of ingress and egress for the benefit of, and access to, the Wireless Facility, as well as for the construction, installation, operation and maintenance of overhead and underground electric, gas and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities.
3. The Wireless Facility may be used exclusively by Tenant for all legal purposes, including erecting, installing, operating and maintaining radio and communications towers, buildings, and related equipment, and accessing the same from a public right-of-way.
4. Tenant is entitled, with the consent of Landlord, to sublease and/or sublicense the Premises, or portions thereof, including any communications tower located thereon.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

LANDLORD:

The City of El Cajon, a California charter city and municipal corporation

By: EXHIBIT-NOT FOR EXECUTION
Name: Graham Mitchell
Title: City Manager

Date: _____

ATTEST:

By: EXHIBIT-NOT FOR EXECUTION
Angela L. Cortez, CMC, City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN DIEGO)

On _____, before me, _____, a Notary Public, personally appeared Graham Mitchell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EXHIBIT-NOT FOR EXECUTION
Signature

(SEAL)

TENANT:

DISH Wireless L.L.C., a Colorado limited liability company

By: EXHIBIT-NOT FOR EXECUTION
Name: _____
Title: _____
Date: _____

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Signature

(SEAL)

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EXHIBIT 2 TO MEMORANDUM OF LEASE

Description of the Property

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TAX PARCEL NOS. 492-320-01, 492-320-02

Prepared by and return to:

DISH Wireless L.L.C.
Attention: Lease Administration
5701 S. Santa Fe Dr.
Littleton, CO 80120
Re: SDSAN00525

(Space above for Recorder's Office)

MEMORANDUM OF LEASE

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[SIGNATURES BEGIN ON NEXT PAGE]***

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

LANDLORD:

The City of El Cajon, a California charter city and municipal corporation

By: _____
Name: Graham Mitchell
Title: City Manager

Date: _____

ATTEST:

By: _____
Angela L. Cortez, CMC, City Clerk

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STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN DIEGO)

On _____, before me, _____, a Notary Public, personally appeared Graham Mitchell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(SEAL)

TENANT:

DISH Wireless L.L.C., a Colorado limited liability company

By: _____
Name: David Mapa
Title: EVP
Date: 2.18.2020

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SEE ATTACHED

Signature

(SEAL)

ACKNOWLEDGEMENT

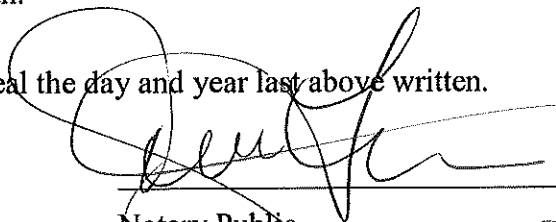
STATE OF COLORADO)

) SS:

COUNTY OF ARAPAHOE)

On this 18th day of February, 2020, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared Dave Mayo (person/company) to me known to be the identical person who executed the within and foregoing instrument as its EVP (title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said DISH Wireless L.L.C. (company), for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Notary Public

My Commission Expires: 08-18-2024

Commission No: 20004019620

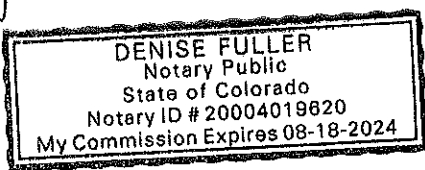


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TAX PARCEL NOS. 492-320-01, 492-320-02



City Council
Agenda Report

DATE: April 12, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Consideration of an Adjustment to the SANDAG Regional Transportation Congestion Improvement Program (RTCIP) Fee

RECOMMENDATION:

That the City Council:

1. Opens the Public Hearing and receives testimony;
2. Closes the Public Hearing; and
3. Adopts the next Resolution, in order, approving an adjustment to the Regional Transportation Congestion Improvement Program (RTCIP) Fee to the new amount of \$2,688.21 for each newly-constructed residential unit.

BACKGROUND:

The Regional Transportation Congestion Improvement Program (RTCIP), an element of the TransNet Extension Ordinance adopted in 2008, requires the eighteen member cities and the County of San Diego to collect an exaction fee from the private sector for each new housing unit constructed in each jurisdiction. New dwelling units constructed for low- and moderate-income and senior housing are exempted from the fee. The program intends to provide a local funding source for improving major arterial streets on the Regional Arterial System (RAS) to help alleviate traffic congestion.

Cities must comply with the TransNet ordinance to receive general TransNet funds annually for local streets and roads that are not the Regional Arterial System. The City collects the RTCIP fee at the time of building permit issuance, and it can only be used for future projects on major streets that are part of the Regional Arterial System. The RAS in El Cajon includes Avocado Avenue, Ballantyne Street, Fletcher Parkway, Navajo Road, North Second Street, and Washington Avenue.

The TransNet ordinance requires this exaction fee be adjusted annually in accordance with the current Engineering Construction Cost Index (CCI) published by the Engineering News Record (ENR) publication. The index is based on prevailing costs in the construction industry. The annual adjustment shall be no less than two (2) percent.

On February 25, 2022, the SANDAG Board of Directors approved a two (2) percent fee increase that would raise the RTCIP fee to \$2,688.21 from the current amount of \$2,635.50 per new dwelling unit. The new fee will take effect on July 1, 2022, and the staff recommends that the City Council adopt this fee adjustment.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The RTCIP fee is not subject to CEQA review.

FISCAL IMPACT:

The City is required to collect the RTCIP fee in order to comply with the TransNet extension ordinance. Compliance with the TransNet extension ordinance allows the City to help fund future street improvements on the RAS within the City.

Prepared By: Mario Sanchez, City Engineer

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

RTCIP Reso

Sandag Discussion Memo

RESOLUTION NO. 0xx-22

RESOLUTION APPROVING AN ADJUSTMENT TO THE
REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PROGRAM
(RTCIP) FEE FOR NEWLY-CONSTRUCTED RESIDENTIAL UNITS
ON THE SAN DIEGO REGIONAL TRANSPORTATION ARTERIAL SYSTEM

WHEREAS, the city is a member agency of the San Diego Association of Governments ("SANDAG"), a joint powers agency consisting of the city, the county of San Diego, and the seventeen other cities situated in San Diego County; and

WHEREAS, in November 2004, voters approved Proposition A (TransNet Ordinance) to extend the TransNet half-cent sales tax for transportation projects through 2048, and passage of Prop A resulted in the establishment of the Regional Transportation Congestion Improvement Program (the "RTCIP"), which created a development impact fee for new residential units, to pay for transportation improvements on the Regional Arterial System; and

WHEREAS, cities are required to comply with the ordinance in order to receive TransNet sales tax funding for local streets and roads, and this fee is collected by the City at the time of Building Permit issuance; and

WHEREAS, all funds collected can only be used for future projects on El Cajon's major streets that are part of the Regional Arterial System, and the intent of the program is to provide a local funding source for improving major arterials that will help alleviate traffic congestion; and

WHEREAS, SANDAG completed an RTCIP Nexus Study to satisfy the legal requirements governing development impact fees in California and the Nexus Study contains a minimum annual fee adjustment of 2.0%; on February 25, 2022, the SANDAG Board of Directors approved a 2.0% fee adjustment to the RTCIP fee; and

WHEREAS, it is recommended the current fee of \$2,635.50 should be adjusted by 2.0% and be set at \$2,688.21 per dwelling unit in order to comply with the TransNet Ordinance; and

WHEREAS, this fee is required to comply with the RTCIP and will fund future transportation improvements on the Regional Arterial System, which in El Cajon consists of major streets including Fletcher Parkway, Second Street, Avocado Boulevard, Ballantyne Street and Washington Avenue.

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

Section 1. *Findings.* The City Council hereby refers to and incorporates herein by this reference those findings set forth in section 2 of the Ordinance (section 15.13.020 of the El Cajon Municipal Code) as if set forth in full herein.

Section 2. *Calculation of Fees.* The methodology set forth in Table 11 of the Nexus Study has been used to establish the schedule of fees set forth in this resolution.

Section 3. *Schedule of Fees.* For the purpose of funding those certain improvements to the regional arterial system identified in the Nexus Study, and in accordance with the Ordinance, the following schedule of fees shall be applicable to each and every non-exempt and newly constructed residential unit in the City of El Cajon:

Regional Transportation Congestion Improvement Program fee = \$2,688.21

Section 4. *Effective Date.* This new fee amount of \$2,688.21 for each newly-constructed residential unit is approved and shall become effective on the July 1, 2022 (the "Effective Date").

TransNet Regional Transportation Congestion Improvement Program Proposed Fee Adjustment

Overview

The [TransNet Extension Ordinance](#) requires the 18 cities in the San Diego region and the County of San Diego to collect a [Regional Transportation Congestion Improvement Program \(RTCIP\)](#) fee from the private sector for each new housing unit constructed in its jurisdiction, with certain exceptions, including low-income residential units and accessory dwelling units.

The purpose of this fee is to help ensure that future development contributes its proportional share of the funding needed to pay for the impact of new growth on the Regional Arterial System and related regional transportation facility improvements as defined in the most recent Regional Transportation Plan adopted by SANDAG.

Key Considerations

SANDAG is required to adjust the minimum RTCIP fee amount on July 1, of each year based on an analysis of construction cost indices, but never less than 2%. The purpose of this annual adjustment is to ensure that the RTCIP retains its purchasing power to improve the Regional Arterial System.

Based on an analysis of construction cost trends and relevant indices, staff recommends a 2% fee adjustment to the RTCIP, raising the minimum RTCIP fee from \$2,635.50 to \$2,688.21 beginning July 1, 2022, (Attachment 1). Due to past engineering Construction Cost Index (CCI) increases being less than 2%, the steep rise in construction costs in 2021 means that the CCI has only now matched the RTCIP increases. The current recommendation is enough to ensure that the RTCIP fee maintains its purchasing power to complete necessary transportation improvements, though an increase higher than 2% may be needed next year. Further detail can be found in Attachment 1.

The TransNet Independent Taxpayer Oversight Committee reviewed this item at its February 9, 2022, meeting, and had no significant comments.

Action: Approve

The Board of Directors is asked to approve a 2% adjustment to the Regional Transportation Congestion Improvement Program, raising the minimum fee from \$2,635.50 to \$2,688.21 beginning July 1, 2022.

Fiscal Impact:

The Regional Transportation Congestion Improvement Program (RTCIP) fee would increase from \$2,635.50 to \$2,688.21 beginning July 1, 2022.

Schedule/Scope Impact:

The RTCIP fee is collected for each new housing unit constructed (with certain exceptions) and may be used for projects on the Regional Arterial System, such as new or widened arterials, traffic signal coordination, freeway interchange and related improvements, railroad grade separations, and improvements required for express bus and rail transit.

Next Steps

In accordance with TransNet Extension Ordinance provisions¹, each jurisdiction's RTCIP funding program must be submitted for review by the Independent Taxpayer Oversight Committee (ITOC) by April 1, of each year to remain eligible for TransNet local street and road funding. The annual submittal of RTCIP funding programs by local jurisdictions is scheduled for review at the April 13, 2022, ITOC meeting.

Susan Huntington, Director Financial Planning and Budgets

Key Staff Contacts: Ariana zur Nieden (619) 699-6961, ariana.zurnieden@sandag.org
Jim Miller, (619) 699-1964, jim.miller@sandag.org

Attachment: 1. Discussion Memo

¹ Section 9 of the TransNet Extension Ordinance requires that local jurisdictions establish a program or mechanism for funding the RTCIP. For purposes of the RTCIP, the Regional Arterial System is defined in the most recent Regional Transportation Plan adopted by SANDAG.

Discussion Memo

Background

The TransNet Extension Ordinance requires the 18 cities and the County of San Diego to collect a fee from the private sector for each new housing unit¹ constructed in that jurisdiction for contribution to the Regional Transportation Congestion Improvement Program (RTCIP). RTCIP revenue is required to be used to construct improvements on the Regional Arterial System, such as new or widened arterials, traffic signal coordination and other traffic improvements, freeway interchange and related freeway improvements, railroad grade separations, and improvements required for express bus and rail transit.

The Ordinance further requires SANDAG to adjust the RTCIP fee amount each year, and states that in no event shall the adjustment be less than 2% per year or more than the percentage increase set forth in the Engineering Construction Cost Index (CCI) published by the Engineering News Record (ENR), or a similar CCI. The purpose of this annual adjustment is to ensure that the RTCIP retains its purchasing power to improve the Regional Arterial System and to help ensure future development contributes its proportional share of the funding needed to pay for the impact of new growth on the Regional Arterial System and related regional transportation facility improvements, as defined in the most recent Regional Transportation Plan adopted by SANDAG.

The RTCIP funding programs fall under the responsibility of the 19 local jurisdictions, which must maintain their RTCIP funding programs and comply with specific administrative requirements in order to remain eligible for TransNet local street and road funding.

The RTCIP has been implemented in the San Diego region since July 1, 2008. Annual RTCIP fee adjustments, funding program reports, and related audits can be found at sandag.org/rtcip. Relevant excerpts can be referenced at [TransNet Extension Ordinance](#) and [SANDAG Board Policy No. 031](#).

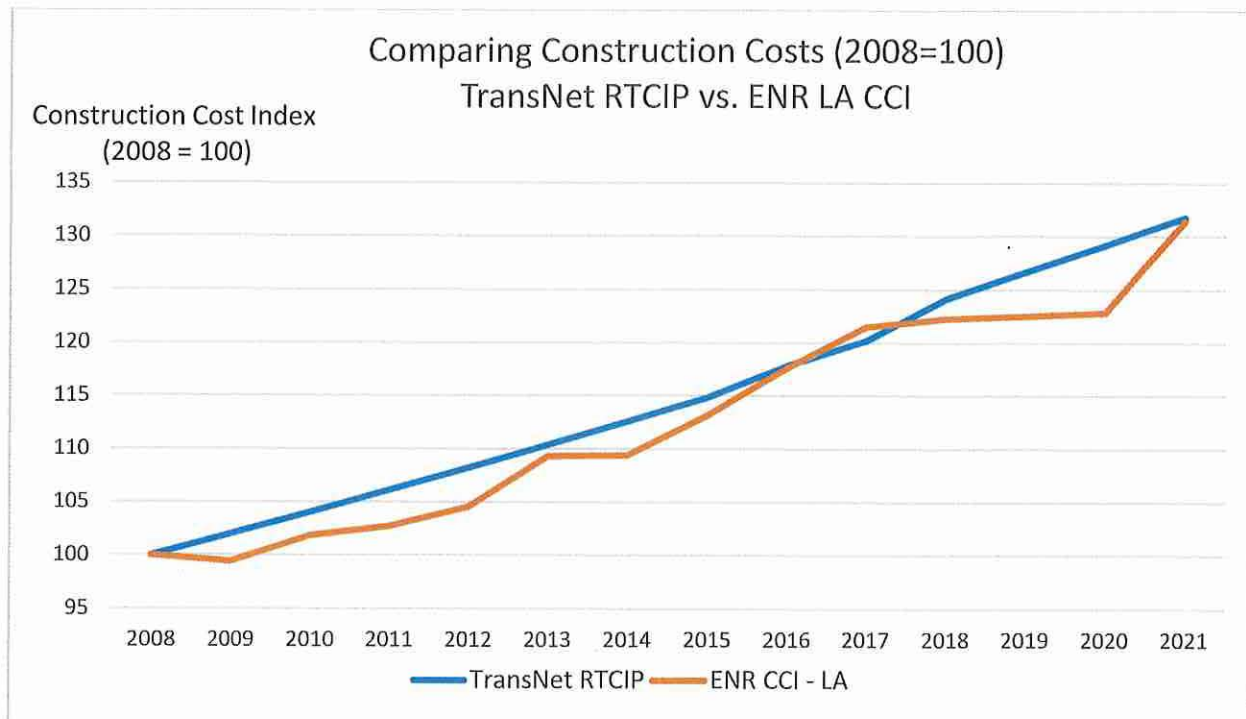
Analysis of Construction Cost Indices

SANDAG staff evaluated changes recorded in the ENR Los Angeles CCI, which is based on monthly price changes in four areas: lumber, cement, structural steel, and labor. Los Angeles reflects construction cost trends similar to those in San Diego. During the period that covers December 2020 to December 2021 (latest available data), the ENR Los Angeles CCI increased by 7.0%, after an annual increase in 2020 of only 0.3%. The ENR National CCI grew by 7.4% in 2021.

As cost indices show some volatility, it is important to focus on the longer-term picture from 2008, when the RTCIP was first instituted, when considering the required annual adjustment.

The cumulative growth of the RTCIP from 2008 through 2021 was 31.8%, with the ENR Los Angeles CCI seeing a 31.4% growth over the same period. The chart below shows how the RTCIP and the ENR Los Angeles CCI compare over time. It shows that by maintaining the annual adjustment at the minimum 2% increase required, the RTCIP has kept pace with inflation and retained its purchasing power.

¹ Units constructed for extremely low-, very low-, low-, and moderate-income households may be exempted.



As predicted, construction costs (and inflation generally) surged in the second half of 2021, after construction (and the economy generally) was negatively affected by the COVID-19 related recession in 2020 and the beginning of 2021.

The Ordinance requires SANDAG to adjust the RTCIP fee amount each year and states that in no event shall the adjustment be less than 2% per year or more than the percentage increase set forth in the Engineering CCI published by the ENR, or a similar CCI. The most recent available data shows LA CCI increased much more than the minimum 2%, but staff recommends the RTCIP be adjusted only by the required minimum of 2% in 2022. Even though CCI inflation has accelerated from its previous low pace, this 2% increase is enough to ensure that the RTCIP fee maintains its purchasing power to complete necessary transportation improvements due to past CCI increases being less than 2%.

Staff will also continue monitoring the performance of the economy, and the construction cost indices. If global economic growth continues to surge in 2022, putting additional pressure on commodity prices and labor costs, it could result in another large CCI increase. This could potentially necessitate an increase larger than the minimum 2% RTCIP increase for 2023.



City Council
Agenda Report

DATE: April 12, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Wildfire and Forest Resilience Program Amendment

RECOMMENDATION:

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

1. Authorize the City Manager, or approved designee, to execute the grant agreement amendment with the San Diego River Conservancy; and
2. Accept and appropriate additional SB 85 grant funds in the amount of \$2,625,000 for the Wildfire and Forest Resilience Program.

BACKGROUND:

On November 9, 2021, the City Council accepted \$500,000 from the San Diego River Conservancy (Conservancy) for the purposes of vegetation management and open space restoration in Fletcher Hills through State Senate Bill 85 Wildfire Early Assistance Plan. Funding for the grant program intends to allocate short- and long-term funding for wildfire abatement, fire resiliency, workforce training, and community hardening.

Based on an initial needs assessment for the City of El Cajon, the Conservancy notified staff that additional funding may be available for the City's program. Subsequently, the Conservancy Board awarded the City an additional \$2,625,000, bringing the total grant amount to \$3,125,000. In addition to enhancing the previously planned vegetation management plan and training and education programs, the increased funding allows the City to design and implement capital improvements such as invasive vegetative species removal, grading and drainage for emergency vehicle access roads, new water services for fire hydrants, irrigation meters, and native plantings. The funding will also be used to purchase a new fire engine customized for difficult terrain for Heartland Fire & Rescue, firefighter personal protective equipment, handheld brush clearing equipment, and heavy machinery such as skid-steer loaders and mini excavators to be used by city operations staff for enhanced brush clearing and fuel reduction.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This item is statutorily exempt from CEQA.

FISCAL IMPACT:

This action would increase grant funding in the amount of \$2,625,000, which will be accepted and expended for the Wildfire and Forest Resilience Program (WEAP21).

Prepared By: Yazmin Arellano, Director of Public Works

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Governing Board of SDRC Agenda 03-10-2022

SDRC Full Funding Letter

SDRC Amendment 1

RESOLUTION NO. ____-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON ACCEPTING AN ADDITIONAL GRANT FROM THE SAN DIEGO RIVER CONSERVANCY'S WILDFIRE EARLY ACTION PLAN GRANT PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AMENDMENT AND SUCH OTHER DOCUMENTS NECESSARY; APPROVING APPROPRIATION OF FUNDS TO ESTABLISH THE VEGETATION MANAGEMENT AND RESTORATION PROGRAM; AND ADOPTING THE PROGRAM BUDGET FOR AN ADDITIONAL AWARD OF \$2,625,000

WHEREAS, in September of 2021, the City of El Cajon (the "City") was notified that the San Diego River Conservancy (the "Conservancy") approved the City's Vegetation Management and Restoration Program project (the "Project") and allocated \$500,000 of grant funding to the City for assistance with fuels reduction, wildfire prevention, training, vegetation management planning, and habitat restoration of existing park and open space (the "Grant"); and

WHEREAS, funding for the Grant is provided through the State of California Senate Bill 85 ("SB 85"), which intends to allocate short and long-term funding for wildfire, fire-resiliency workforce training, and structure modifications to reduce the risk of damage due to wildfires; and

WHEREAS, on November 9, 2021, the City Council adopted Resolution No. 086-21 to accept the Grant, establish the City's Vegetation Management and Restoration Program (the "Program"), and appropriated the Grant funds to the Program; and

WHEREAS, Conservancy recently notified the City of an award of additional Grant funding through SB 85, allowing the City to expand the Project to its original scope, with the scope of work for the Project to also include: (1) design and implement capital improvements such as invasive vegetative species removal, grading and drainage for emergency vehicle access roads, new water services for fire hydrants, irrigation meters, and native plantings; and (2) the purchase of (a) a new fire engine customized for difficult terrain for Heartland Fire & Rescue, (b) firefighter personal protective equipment, (c) handheld brush clearing equipment, and (d) heavy-machinery such as skid-steer loaders and mini-excavators, all to be used by City operations staff for enhanced brush clearing and fuel reduction; and

WHEREAS, Grant funding allocated to the Project is required to be expended by March 2024 in order to comply with the terms and conditions included in the Grant program, and no general fund monies will be appropriated for this Project; and

WHEREAS, this Project is statutorily exempt from the California Environmental Quality Act; and

WHEREAS, the City Council believes it to be in the City's best interests to accept the additional Grant funds in the amount of \$2,625,000 from the Conservancy for the

Project, and to appropriate the funds to the Vegetation Management and Restoration Program.

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 accepts the Grant funding as provided through the San Diego River Conservancy's Wildfire Early Action Plan Grant Program.
3. The City Council certifies that (based on representations of City personnel) it understands the assurances and certifications in its application for Grant funding.
4. The City Council certifies that the City will have sufficient funds to complete the Project on property under the control of the City.
5. The City Manager, or designee, is hereby authorized to execute the Grant agreement amendment, and any such other documents, reports, and agreements necessary to accept the increased Grant award.
6. The City Council hereby appropriates \$2,625,000 for the purpose of establishing the Vegetation Management and Restoration Program and adopts the Project Budget.

04/12/22 CC Agenda

Reso – Amendment to Wildfire Early Action Plan Grant Award & Appropriation of Funds 040622

Notice of Public Meeting San Diego River Conservancy

A public meeting of the Governing Board of
The San Diego River Conservancy
will be held Thursday

March 10, 2022
2:00 pm – 4:00 pm

IN PERSON MEETING PARTICIPATION PROHIBITED

In accordance with the prior Governor's Executive Orders, Assembly Bill 361, and most recently Governor's Executive Order N-1-22, to allow public meetings to continue to be held by teleconference to maximize social distancing and public safety, the San Diego River Conservancy will conduct this meeting by video and audio only. Board members, staff, and the public may participate remotely.

Zoom Meeting ID: 844 3975 6361

Join Zoom Meeting <https://us06web.zoom.us/j/84439756361>

Audio only

(669) 900-6833, passcode 84439756361#

For Questions Contact:

Wendell Taper at wendell.taper@sdrc.ca.gov or (619) 390-0568

Meeting Agenda

The Board may take agenda items out of order to accommodate speakers and to maintain a quorum, unless noted as time specific.

1. Roll Call

2. Approval of Minutes (*ACTION*)

Consider approval of minutes for the November 11, 2021 meeting.

3. Public Comment (*INFORMATIONAL*)

Any person may address the Governing Board at this time regarding any matter within the Board's authority. Presentations will be limited to three minutes for individuals and five minutes for representatives of organizations. Submission of information in writing is encouraged. The Board is

prohibited by law from taking any action on matters that are discussed that are not on the agenda; no adverse conclusions should be drawn by the Board's not responding to such matters or public comments.

4. Chairperson's and Governing Board Members' Report (*INFORMATIONAL*)

5. Deputy Attorney General Report (*INFORMATIONAL/ ACTION*)

6. Health and Safety Report (*INFORMATIONAL*)

7. Directed Grant Program Final Guidelines for Governing Board Approval (*ACTION*)

The Conservancy's Direct Grant Program supports projects that advance a number of goals including public access, recreation, conservation, resource protection, climate resiliency, wildfire prevention, and native habitat enhancement and restoration to increase an ecosystem's biodiversity. The Conservancy staff prepared draft guidelines and posted for 30-day public review, held a public workshop, and brings this matter to the Conservancy's Governing Board for consideration of approval of the grant program guidelines.

Presentation:

Dustin Harrison, Environmental Scientist

8. Recommendation to Fully Fund All Applications to the Conservancy's Wildfire and Forest Resilience Grant Program (*INFORMATIONAL*)

It was the original intent of the Conservancy to fully fund Wildfire and Forest Resilience grant applications, but the program was oversubscribed by approximately \$7,000,000. Allocations in the Budget Act of 2021-22 provided additional funding under the Conservancy Wildfire and Forest Resilience Grant Program. Conservancy staff recommends fully funding all grant applications for projects already approved under this Program.

Presentation:

Julia Richards, Executive Officer

8A. Proposals to Fully Fund 4 Applications to the Conservancy's Wildfire and Forest Resilience for Resource Conservation District of Greater San Diego County, San Diego Canyonlands, Barona Band of Mission Indians, and San Diego State University Research Foundation (*ACTION*)

The Resource Conservation District of Greater San Diego County (Resource Conservation District) original application proposed to expand existing programs for defensible space, chipping and educational outreach to mitigate risk of wildfire to assist private landowners through fuel reduction activities in the County of San Diego. The original application requested \$3,508,862.00 and the Conservancy's Governing Board approved funding \$3,500,000.00 to assist private landowners through fuel reduction activities in the County of San Diego. Conservancy staff recommends additional funding of \$8,862.00 to fully fund the original application.

San Diego Canyonlands' original application proposed to reduce fuel loads in the following canyons: Ruffin/Sandrock, Rueda, Shepard, and Navajo, which are tributaries to the San Diego River, in the City of San Diego. The original application requested \$1,070,563.00 and the Conservancy's Governing Board approved funding in the amount of \$1,000,000.00. Conservancy staff recommends additional funding of \$70,563.00 to fully fund the original application.

The Barona Band of Mission Indians' (Barona) original application proposed to purchase a new fire engine to replace a 17- year-old Brush Rig for Barona's Fire Department. The original application requested \$350,000.00 and the Conservancy's Governing Board approved funding in the amount of \$200,000.00. Conservancy staff recommends additional funding of \$150,000 to fully fund the original application.

San Diego State University Research Foundation's original application proposed to reduce fuel loads on public land and reduce the risk and intensity of fire in this area between Highway 8 and SDSU campus. Original application requested \$656,815.00 and the Conservancy's Governing Board approved funding in the amount of \$500,000.00. Conservancy staff recommended additional funding of \$156,815.00 to fully fund original application.

If approved, staff recommendations for funding would be provided through the Budget Act of 2021-22.

Presentation:

Julia Richards, Executive Officer

Recommendation: Approve Resolution 22-01

Available for Questions:

Ann Baldrige, Executive Director, Resource Conservation District of Greater San Diego

Clayton Tschudy, Executive Director, San Diego Canyonlands

Sheilla Alvarez, Director of Governmental Affairs, Barona Band of Mission Indians

Julie Lambert, Program Director, Soil Ecology and Restoration Group, San Diego State University

8B. City of El Cajon Vegetation Management Program (ACTION)

The City of El Cajon's original application requested funding in the amount of \$3,125,000 and was awarded \$500,000. Conservancy staff recommends fully funding proposed project in the additional amount of \$2,625,000 to develop a Vegetation and Wildfire Management Plan, train personnel on fuel reduction and mitigation, for fire line construction, and to clear and reduce fuels on approximately 85 acres in the City of El Cajon's parks and open space areas. If approved, additional funding would be provided through the Budget Act of 2021-22.

Presentation:

Mario Sanchez, Deputy Director of Public Works/City Engineer

Senan Kachi, Associate Engineer, City of El Cajon

Recommendation: Approve Resolution 22-02

8C. Fire Fuel Reduction in County Department of Parks and Recreation (ACTION)

The County of San Diego Parks Department's (County Parks) original application requested funding in the amount of \$3,450,000 and was awarded \$500,000. Conservancy staff recommends fully funding proposed project in the additional amount of \$2,950,000 for vegetation management and fuel reduction to implement brush management activities on approximately 25,000 acres in County Parks and Preserves. If approved, additional funding would be provided through the Budget Act of 2021-22.

Presentation:

Dave Knopp, Chief of North Operations, San Diego County Parks

Recommendation: Approve Resolution 22-03

8D. Cleveland National Forest Wildfire Resilience and Forest Health Project (ACTION)

The Cleveland National Forest's original application requested funding in the amount of \$3,715,632.00 and was awarded \$2,999,956.00. Conservancy staff recommends fully funding proposed project in the additional amount of \$715,676.00 for wildfire resilience and forest management. Project locations include in the following watersheds: San Diego River, Sweetwater River and Tijuana River (U.S. only). If approved, additional funding would be provided through the Budget Act of 2021-22.

Presentation:

Scott Tangenberg, Forest Supervisor, Cleveland National Forest

Recommendation: Approve Resolution 22-04

8E. City of Santee's San Diego River Bottom Fire Fuels Reduction Project (ACTION)

The City of Santee's original application requested funding for \$500,000 and was awarded funding for \$500,000, under the Conservancy's Resolution 21-06 to reduce fuel loads along the San Diego River. The City of Santee completed the original project scope under budget and requested an amendment to use the remaining funds to expand locations for fire fuel reduction and procurement of a Light Brush Rig for the Santee Fire Department. Conservancy staff recommends approval of the amendment.

Presentation:

Justin Matsushita, Deputy Fire Chief, City of Santee Fire Department

Recommendation: Approve Resolution 22-05

9. Helix Water District Notice of Surplus Property (ACTION)

The Conservancy received notice of surplus property for APN 391-061-28 which includes approximately 230 acres in El Monte Valley in the community of Lakeside, County of San Diego. San Diego River Conservancy Board will consider waiving its rights under surplus property and its first right of refusal for this property located adjacent to the San Diego River corridor.

Presentation:

Debbie Lundy, Senior ROW Agent/Environmental Analyst, Helix Water District

10. Executive Officer's Report (INFORMATIONAL/ ACTION)

The following topics may be included in the Executive Officer's Report. The Board may take action regarding any of them:

- Conservancy's 2022 Work Plan

11. Next Meeting

The next regularly scheduled Board meeting will be held Thursday, May 12, 2022, from 2:00 to 4:00 p.m.

12. Adjournment

Accessibility

If you require a disability related modification or accommodation to participate in this meeting, including auxiliary aids or services, please call Wendell Taper at 619-390-0568 or Julia Richards at 619-507-5085

State of California
San Diego River Conservancy

Meeting of March 10, 2022

ITEM: 8

SUBJECT: **RECOMMENDATION TO FULLY FUND ALL
APPLICATIONS TO THE CONSERVANCY'S WILDFIRE
AND FOREST RESILIENCE GRANT PROGRAM
(INFORMATIONAL)**

It was the original intent of the Conservancy to fully fund Wildfire and Forest Resilience grant applications, but the program was oversubscribed by approximately \$7,000,000. Allocations in the Budget Act of 2021-22 provided additional funding under the Conservancy Wildfire and Forest Resilience Grant Program. Conservancy staff recommends fully funding all grant applications for projects already approved under this Program.

Presentation:
Julia Richards, Executive Officer

State of California
San Diego River Conservancy

Meeting of March 10, 2022

ITEM: 8B

SUBJECT: EL CAJON VEGETATION MANAGEMENT PROGRAM
(ACTION)

The City of El Cajon's original application requested funding in the amount of \$3,125,000 and was awarded \$500,000. Conservancy staff recommends fully funding proposed project in the additional amount of \$2,625,000 to develop a Vegetation and Wildfire Management Plan, train personnel on fuel reduction and mitigation, for fire line construction, and to clear and reduce fuels on approximately 85 acres in the City of El Cajon's park and open space areas. If approved, additional funding would be provided through the Budget Act of 2021-22.

Presentation:

**Mario Sanchez, Deputy Director of Public Works/City Engineer
Senan Kachi, Associate Engineer, City of El Cajon**

Recommendation: Approve Resolution 22-02

Resolution No: 22-02

**RESOLUTION OF THE GOVERNING BOARD OF
THE SAN DIEGO RIVER CONSERVANCY**

**AUTHORIZING THE EXECUTIVE OFFICER TO AMEND AN EXISTING GRANT TO CITY OF
EL CAJON TO INCREASE FUNDING IN THE AMOUNT OF \$2,625,000 FOR WILDFIRE
PREVENTION FROM THE BUDGET ACT OF 2021**

WHEREAS, the mission of the San Diego River Conservancy is to further the goals of its enabling legislation by protecting, conserving and restoring the San Diego River; and

WHEREAS, the Legislature of the State of California has allocated \$11,100,000 of funding to the San Diego River Conservancy under Budget Act 21-22 to fund wildfire prevention, climate resilience, natural resource protection and community access projects, through local assistance grants; and

WHEREAS, the San Diego River Conservancy has been delegated the responsibility for the administration of these funds, establishing necessary procedures; and

WHEREAS, the City of El Cajon submitted an application to the San Diego River Conservancy originally requesting funding in the amount of \$3,125,000.00 to develop a Vegetation and Wildfire Management Plan, provide training and equipment for fire suppression, and implement vegetation clearing and habitat restoration in order to reduce fuel loads within the San Diego River watershed (the Project); and

WHEREAS, On September 9, 2021, the San Diego River Conservancy Board approved Resolution 21-10 and authorized partial funding of \$500,000.00 to implement the City of El Cajon's Project; and

WHEREAS, San Diego River Conservancy staff recommends an additional \$2,625,000.00 from the Budget Act 2021-22 funds to fully fund the City of El Cajon's original application as described in the accompanying staff report; and

WHEREAS, this Project is consistent with the Conservancy's Strategic Plan, Program 3: Preserve and Restore Natural Resources; Program 5: Enhance Water Quality and Natural Flood Conveyance; and Program 6: Expand the Organizations Capacity and Public Outreach; and,

WHEREAS, the San Diego River Conservancy staff have reviewed the grant application, met with the applicant, and recommend fully funding the Project.

NOW, THEREFORE, BE IT RESOLVED that the San Diego River Conservancy's Governing Board, based on the accompanying staff report and attached exhibits:

1. The proposed authorization is consistent with the purposes and objectives of San Diego River Conservancy Act (Public Resources Code, Sections 32630-32659.9).
2. The proposed Project is consistent with the purposes and intent of Budget Act 2021-22.
3. The proposed Project is consistent with California Wildfire and Forest Resilience Action Plan.
4. The San Diego River Conservancy hereby authorizes the disbursement of an additional \$2,625,000.00, for a total grant amount of \$3,125,000.00 to City of El Cajon to implement the Project.

5. Appoints the Executive Officer, or her designee, as an agent to negotiate and execute all agreements, grants, sub-contracts and other documents needed for the completion of the Project.
6. Prior to the disbursement of funds, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy a revised scope of work, budget and schedule.

Approved and adopted the 10th day of March 2022. I, the undersigned, hereby certify that the foregoing Resolution Number 22-02 was duly adopted by the San Diego River Conservancy's Governing Board.

Roll Call Vote:

Yeas: _____

Nays: _____

Absent: _____

 Julia L. Richards
 Executive Officer

San Diego River Conservancy's Governing Board Members Roll Call Vote

Name	Ayes	Noes	Abstained
CNRA: Becca Moore			
DOF: Sally Lukenbill			
CADFW: Richard Burg			
Jennifer Campbell SD Mayor Designee			
Joel Anderson			
Raul Campillo			
Ben Clay, Chair			
Ruth Hayward, Vice Chair			
J. Cody Petterson			
Clarissa Falcon			
John Elliott			
Elsa Saxod			
DPR Ray Lennox, Designee			
DPR Gina Moran, Designee			
Dustin Trotter			

SAN DIEGO RIVER CONSERVANCY

**Staff Recommendation
SDRC Resolution 22-02
March 10, 2022**

WILDFIRE AND FOREST RESILIENCE PROGRAM

RECOMMENDED ACTION: Authorization to provide an additional \$2,625,000.00 to the City of El Cajon to provide, develop and implement a vegetation and wildfire management plan, design restoration of open space, parks and wildfire-prone areas, provide training, education and public outreach, procure fire hazard mitigation equipment and vehicles to reduce fuel loads within the San Diego River watershed, and capital improvements in the open space such as native species plantings, irrigation and creating emergency vehicle access points.

LOCATION: Fletcher Hills Open Space and Hillside Park adjacent to Fletcher Parkway, on property owned and managed by the City of El Cajon near residential properties within the City of El Cajon, San Diego County, California.

BACKGROUND: The City of El Cajon applied to the San Diego River Conservancy requesting funding in the amount of \$3,125,000.00. On September 9, 2021, the San Diego River Conservancy Board approved Resolution 21-10 and authorized partial funding of \$500,000.00 to implement the City of El Cajon's proposed project.

RESOLUTION AND FINDINGS: Staff recommends that the San Diego River Conservancy adopt the following resolution pursuant to the San Diego River Conservancy Act (Public Resources Code, § 32630 et seq.):

The San Diego River Conservancy hereby authorizes an additional disbursement of funding for wildfire, climate, watershed, and forest health, as well as implement modern-day vegetation, and strengthen protection of communities, specifically as follows:

The sum of \$2,625,000.00 (Two million six hundred twenty-five thousand dollars) to City of El Cajon to provide:

- **Fuels reduction, wildfire prevention, training, vegetation management, improve emergency access, fire hazard mitigation equipment and restore fire-prone habitat within approximately 85 acres within parks and open space (Project).**

Prior to the disbursement of funds, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy a scope of work, budget and schedule, and the names and qualifications of any contractors to be employed in carrying out the project.

Staff further recommends that the Conservancy adopt the following findings: Based on the accompanying staff report and attached exhibits, the San Diego River

SAN DIEGO RIVER CONSERVANCY

Conservancy hereby finds that:

1. The proposed authorization is consistent with the purposes and objectives of the San Diego River Conservancy Act, including Section 32649.
2. The proposed Project is consistent with the Budget Act of 2021.
3. The proposed project is consistent with California Wildfire and Forest Resilience Action Plan

NEED:

Consistent with the wildfire crisis occurring at the state level, El Cajon faces significant challenges related to its open-space, canyon areas due to the effects of climate change and limited funding for fuel reduction and vegetation management. Over the past 10 years, 174 vegetation fires occurred in the City of El Cajon.

The City of El Cajon is seeking additional funding from the San Diego River Conservancy through the Wildfire and Forest Resilience Program, in order to reduce the risk of wildfire to city residents.

The proposed Project locations are in El Cajon and in close proximity/adjacent to a disadvantaged community (DAC) tract as defined by the California Department of Water Resources. The El Cajon community contains eleven (11) disadvantaged communities/ census blocks/tracts averaging \$44,688.82 which is approximately 59% of California's median household income. Disadvantaged communities are referred to as areas throughout California which suffer most from a combination of economic, health, and environmental burdens. These burdens include poverty, high unemployment, air and water pollution, presence of hazardous wastes as well as high incidence of asthma and heart disease.

PROJECT SUMMARY AND BUDGET:

The proposed Project includes additional details that expand upon the original three-pronged approach:

Additional funding request of \$2,625,000 will include expanding training and vegetation management from 40 Acres to 85 Acres in addition to including public outreach, emergency evacuation planning, fire hazard mitigation equipment and restoration on wildfire-prone areas, as follows:

Develop a Vegetation and Wildfire Management Plan

Performed by qualified environmental consultant(s). Includes fuel reduction areas, techniques and prescribed treatments, along with restoration methods to promote fire resistance.

Heartland Fire and Rescue Training and Education

Heartland Fire and Rescue will train fire suppression personnel on fuel reduction and mitigation, and other fire line construction. The training will include personnel from

SAN DIEGO RIVER CONSERVANCY

neighboring and regional partners. The intent is to enhance fire personnel skill sets and create fire breaks. Heartland Fire and Rescue will utilize a portion of the budgeted funds to purchase fire apparatus, hoses, related personnel protective and firefighting equipment.

Implementation – Vegetation Management

Drawing from the Vegetation and Wildfire Management Plan, the targeted areas would include clearing and grubbing of invasive species and grading to restore habitat and reduce likelihood of future erosion. For purposes of restoration and access thinning measures to enhance health of native species; irrigation meters, temporary irrigating systems and restoring native vegetation. Gates/fencing improvements would protect sensitive habitat.

Public Outreach and Emergency Evacuation Plan

In conjunction with Heartland Fire and Rescue staff, an emergency evacuation plan will be developed. Additionally, a public outreach campaign will be utilized to educate the community on the benefit of restoring habit in open space and undeveloped parks.

Fire Hazard Mitigation Equipment

El Cajon's Public Works Operations Division will utilize a portion of the budgeted funds to purchase a fire apparatus, hoses, related personnel protective and firefighting equipment.

Design - Restoration of Open Space, Parks and Wildfire-prone Areas

Design plans will be performed by qualified landscape architects and registered civil engineers for grading and access improvements, re-contouring of existing open space, restoration and access to park and fire-prone areas. Emergency vehicle access points and roads, including but not limited to, driveway approaches, hammerheads, and rigid pavement sections where warranted; new water services for fire hydrants and addressing a wildfire event.

SAN DIEGO RIVER CONSERVANCY

Project Map



SAN DIEGO RIVER CONSERVANCY

Table 1. Estimated Budget and Anticipated Schedule

Task #	Description	Reso 21-10	Reso 22-03: Recommended Amount of Amendment/Increase	Schedule
Task 1	Vegetation and Wildfire Management Plan <ul style="list-style-type: none"> • Field Survey • Draft Report • Final Report 	\$40,000.00	\$20,000.00	Summer 2021 – Winter 2023
Task 2	Heartland Fire and Rescue Training and Education <ul style="list-style-type: none"> • Field Training • Classroom Education 	\$40,000.00	\$30,000.00	Summer 2021 – Fall 2024
Task 3	Construction / Implementation <ul style="list-style-type: none"> • Clearing and reduction of fuels • Restoration and enhancement to habitat to reduce wildfire risk 	\$380,000.00	\$1,345,000.00	Fall 2021 – May 2024
Task 4	Project Administration <ul style="list-style-type: none"> • Reporting/Grant Management 	\$11,000.00	N/A	Throughout grant term
Task 5	Monitoring/Maintenance	\$29,000.00	N/A	Summer 2022 – May 2024
Task 6	Public Outreach and Emergency Evacuation Plan	N/A	\$35,000.00	Throughout grant period
Task 7	Fire Hazard Mitigation Equipment	N/A	\$1,000,000.00	Spring 2022 – Winter 2023
Task 8	Design - Restoration of Open Space, Parks and Wildfire-prone Areas	N/A	\$195,000.00	Fall 2022 – May 2024
TOTAL		\$500,000.00	\$2,625,000.00	3,125,000.00

PROJECT FINANCING: The total project cost is \$3,125,000.00; On September 9, 2021 Conservancy Board approved Resolution 21-10 in the amount of \$500,000 towards the Project; staff recommends \$2,625,000.00 to fully fund the original application request. The anticipated source of the additional funds is from the Conservancy allocation in the Budget Act 2021-2022.

CONSISTENCY WITH CONSERVANCY’S ENABLING LEGISLATION: This project would be undertaken consistent with the Conservancy’s statute (Public Resources Code,

SAN DIEGO RIVER CONSERVANCY

§§ 32630-32659.9).

CONSISTENCY WITH CONSERVANCY'S STRATEGIC PLAN GOAL(S) & OBJECTIVE(S):

Consistent with Program 3, Preserve and Restore Natural Resources; Program 5, Enhance Water Quality and Natural Flood Conveyance; and Program 6, Expand the Organization's Capacity and Public Outreach, which states in pertinent part "identify and pursue projects that address climate change and its impacts on the San Diego River watershed," from the Conservancy's Strategic Plan Update 2018-2023.

CONSISTENCY WITH PURPOSES OF THE FUNDING SOURCE

The Budget Act of 2021 provides funding for wildfire, climate, watershed, and forest health, as well as to implement modern-day vegetation, forest management, and a fire resiliency workforce. The funding is immediately available for shovel-ready projects through May 17, 2024.

CONSISTENCY WITH CONSERVANCY'S WILDFIRE AND FOREST RESILIENCE PROGRAM:

This project achieves one or more of the purposes:

- Fuels Reduction
- Vegetation Management
- Outreach and Education

ALIGNMENT WITH PLANS AND PRIORITIES

- A. California Wildfire and Forest Resilience Action Plan
Supports activities such as fuels reduction, forest thinning, vegetation management, prescribed fire, shaded fuel breaks, defensible space, and enhancement of fire-prone habitats to reduce fire risk.
- B. California's Fourth Climate Change Assessment
Supports local adaptation strategy and resilience, fuels reduction to mitigate risk of fire and improve forest health, and protection of the state's most vulnerable populations and communities.
- C. California Forest Action Plan
Supports restoration of natural fire regime and forest composition through a multitude of approaches including thinning, prescribed burns, invasive vegetation management, and shaded fuel breaks.
- D. Natural and Working Lands 2030
Supports Forest fuels reduction, understory clearing, restoration and activities to improve forest health.
- E. Safeguarding California
Promotes management activities to reduce the risk of fire.

SAN DIEGO RIVER CONSERVANCY

- F. California Wildlife Action Plan, the Forests and Rangelands Companion Plan Encourages projects that seek to create a healthier and more resilient forest ecosystem.
- G. Governor's Executive Orders
- H. San Diego Integrated Regional Water Management (IRWM) Plan Supports healthy ecosystems and improve or restore the condition of landscapes and biological communities. Such practices may include brush/forest management for wildfire risk reduction.

BENEFITS

To help prepare San Diego communities for another fire season exacerbated by drought conditions by utilizing fuel reduction practices, vegetative management and removal of dead or dying trees in high-risk zones such as urban canyons, parks, open space, forests and along the wildland urban interfaces. Fuel reduction efforts in these areas will decrease wildfire risks around communities, homes, infrastructure, critical habitat zones, and other highly valued resources, including wildlife passages for native wildlife species.

PROJECT READINESS

Project is currently underway.

PERMIT COMPLIANCE

El Cajon filed a Notice of Exemption No. 37-2022-0140 under the California Environmental Quality Act (CEQA) with the County Clerk on March 3, 2022.

SAN DIEGO RIVER CONSERVANCY

11769 WATERHILL RD
LAKESIDE, CA 92040
PHONE (619) 390-0568
WWW.SDRC.CA.GOV
Julia.richards@sdrc.ca.gov



December 9, 2021

VIA EMAIL TO JManchester@elcajon.gov

Jeffrey Manchester
Deputy Director / City Engineer
City of El Cajon
200 Civic Center Way
El Cajon, CA 92021

Dear Jeff,

In the Budget Act of 21-22, the Conservancy was allocated additional funding and staff would like to recommend to the Conservancy's Board fully funding City of El Cajon's (El Cajon) original proposal for the El Cajon Vegetation Management Program.

The San Diego River Conservancy's Wildfire and Forest Resilience Program intended to fully fund the proposed projects, but was oversubscribed by \$6.4 million.

Previously, El Cajon submitted a proposal to the Wildfire and Forest Resilience Program requesting \$3,125,000. After Board approval of the project, the Conservancy and El Cajon entered into a grant for \$500,000. The difference between the request and grant amount is \$2,625,000. Due to the new allocation, the Conservancy staff would like to recommend increasing the grant to \$3,125,000 in order to fully fund the proposed project.

If the El Cajon is interested in this opportunity, please reach out to Conservancy by emailing staff member Wendell.Taper@sdrc.ca.gov.

Lastly, the Board Members will consider approval of the new grant amount at its Governing Board Meeting on March 10, 2022, at 2 p.m., and we would like to invite you to join us at the meeting.

Thank you.

Sincerely

A handwritten signature in blue ink, appearing to read "JL Richards".

Julia L. Richards
Executive Officer

STANDARD AGREEMENT

Std. 2 (Grant - Rev 08/08)

AGREEMENT NUMBER SDRG-WF-21-08	AM. NO. 1
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 95-6000703	

THIS AGREEMENT, made and entered into this _____ day of _____, 2022,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY San Diego River Conservancy	, hereafter called the Conservancy, and
GRANTEE'S NAME City of El Cajon		, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:




The San Diego River Conservancy ("Conservancy") and City of El Cajon ("the Grantee") hereby agree to amend their existing agreement SDRG-WF-21-08 as follows:

The Conservancy acting pursuant to Division 22.9 of the California Public Resources Code, Sections 32630-32659.9, and its Resolution 21-10 approved on September 9, 2021 and Resolution 22-02 approved on March 10, 2022, hereby amends the Grantee amount a sum not to exceed \$3,125,000.00 (Three Million One Hundred Twenty-Five Thousand Dollars and Zero Cents), subject to the terms and conditions of the Revised Scope of Work, Exhibit A.

All other terms and conditions shall remain in effect.

(Continued on following pages)

The provisions on the following pages constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		GRANTEE			
AGENCY San Diego River Conservancy		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of El Cajon			
BY (Authorized Signature) 		BY (Authorized Signature) 			
PRINTED NAME AND TITLE OF PERSON SIGNING Julia L. Richards, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Graham Mitchell, City Manager			
ADDRESS & PHONE NUMBER 11769 Waterhill Road, Bldg. 2 Lakeside, CA 92040 (619) 390-0534		ADDRESS 200 Civic Center Way El Cajon, CA 92020 (619) 441-1785			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$2,625,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Fire management and fuel reduction (OPTIONAL USE)	FUND TITLE Budget Act of 2020 and Budget Act of 2021			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$500,000.00	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
	3845-102-0001 (\$500,000.00)	14/21	2020	20/21	
	3845-101-0001 (\$2,625,000.00)	21/69	2021	21/22	
TOTAL AMOUNT ENCUMBERED TO DATE \$3,125,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) Grants and Subventions – Governmental (5432000)				
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>					
SIGNATURE OF ACCOUNTING OFFICER 				DATE	

I certify that this agreement is exempt from Department of General Services approval.

GRANTEE ACCOUNTING PROJECT MANAGER CONTROLLER STATE AGENCY

Exhibit A
Revised Scope of Work
El Cajon Vegetation Management Program

INTRODUCTION

Consistent with the wildfire crisis occurring now at the state level, the City of El Cajon (El Cajon) faces significant challenges related to its open-space, canyon areas due to the effects of climate change and limited funding for fuel reduction and vegetation management. Over the past 10 years, 174 vegetation fires occurred in El Cajon alone.

Invasive species and dry dead vegetation have placed an added fuel load adjacent to residential and multi-family residences in El Cajon. In order to mitigate risks of wildfire to residents, El Cajon is proposing wildfire management strategies in the areas of Fletcher Hills Open Space and Hillside Park – both geographic areas include approximately 85 acres. The project is located solely in El Cajon and one mile of a disadvantaged community (DAC) as defined by the California Department of Water Resources (see Map 1).

El Cajon will implement the Project which includes a three-pronged approach described below, consistent with the goals of the grant funding:

Develop Management Plans. The Vegetation and Wildfire Management Plan will be created by qualified environmental consultant(s) in consultation with El Cajon staff. El Cajon's plan will include fuel reduction activities, techniques and prescribed treatments, along with restoration methods to promote fire resistance. Restoration design plans will be performed by qualified landscape architects and registered civil engineers for grading and access improvements, re-contouring of existing open space, restoration and access to park and fire-prone areas.

In conjunction with Heartland Fire and Rescue staff, an emergency evacuation plan will be developed. Emergency vehicle access points and roads, including but not limited to, driveway approaches, hammerheads, and rigid pavement sections where warranted; new water services for fire hydrants and addressing a wildfire event.

Additionally, a public outreach campaign will be utilized to educate the community on the benefit of restoring habit in open space and undeveloped parks.

Training and Education Program. Heartland Fire and Rescue will train fire suppression personnel on fuel reduction and mitigation, and other fire line construction. The training will include personnel from neighboring areas and regional partners. The intent is to enhance fire personnel skill sets and create fire breaks. Heartland Fire and Rescue will utilize a portion of the budgeted funds to purchase fire apparatus, hoses, related personnel protective and firefighting equipment.

Clearing and Reduction of Fuels. Drawing from the Vegetation and Wildfire Management Plan, the targeted areas would include clearing and grubbing of invasive species and grading to restore habitat and reduce likelihood of future erosion.

El Cajon will clear vegetation in order to reduce flammable fuel loads, remove invasive and dead vegetation, thinning and measures to enhance health of native species, and restoration of native trees and vegetation. Chipping of all removed vegetation will remain on site or the biomass will be taken to the Sycamore Landfill for cover material. If the waste is chipped on site, it will be placed outside of any stream channels to reduce erosion and/or the biomass will be transported to the landfill. El Cajon's Public Works Operations Division will utilize a portion of the budgeted funds to purchase a fire apparatus, hoses, related personnel protective and firefighting equipment.

For purposes of native vegetation restoration and emergency access, thinning measures to enhance health of native species, installation of irrigation meters, temporary irrigating systems and gates/fencing improvements would protect sensitive habitat.

Fuel reduction efforts in these areas will decrease wildfire risks around communities, homes, infrastructure, critical habitat zones, and other highly valued resources, including wildlife passages.

PROJECT'S MEASURABLE RESULTS

In total, Grantee will provide the following results:

- Reduced fire fuels
- Forest Thinning
- Health Forests
- Shaded fuel breaks or defensible space
- Restoration and enhancement of fire prone habitats using methods known to reduce fire risk

DELIVERABLES

- Pre-, during and post implementation photo documentation
- Vegetation and Wildfire Management Plan
- Fire and Rescue Training
- Wildfire Classroom Education
- Progress Reports
- Final Report

Table 1. Estimated Budget and Anticipated Schedule

Task #	Description	Amount	Schedule
Task 1	Vegetation and Wildfire Management Plan <ul style="list-style-type: none"> • Field Survey • Draft Report • Final Report 	\$60,000.00	Summer 2021 – Winter 2023
Task 2	Heartland Fire and Rescue Training and Education <ul style="list-style-type: none"> • Field Training • Classroom Education 	\$70,000.00	Summer 2021 – Fall 2024
Task 3	Construction / Implementation <ul style="list-style-type: none"> • Clearing and reduction of fuels • Restoration and enhancement to habitat to reduce wildfire risk 	\$1,725,000.00	Fall 2021 – May 2024
Task 4	Project Administration <ul style="list-style-type: none"> • Reporting/Grant Management 	\$11,000	Throughout grant term
Task 5	Monitoring/Maintenance	\$29,000.00	Summer 2022 – May 2024
Task 6	Public Outreach and Emergency Evacuation Plan	\$35,000.00	Throughout grant period
Task 7	Fire Hazard Mitigation Equipment <ul style="list-style-type: none"> • Type 1 Engine • Wildland PPE • Skid Steer Loaders 	\$1,000,000.00	Spring 2022 – Winter 2023
Task 8	Design - Restoration of Open Space, Parks and Wildfire-prone Areas	\$195,000.00	Fall 2022 – May 2024
TOTAL		\$3,125,000.00	

MAP 1. Fuel reduction activities in City of El Cajon Park and open space





City Council
Agenda Report

Agenda Item 15.

DATE: April 12, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Consideration of Redesigned "No Panhandling" Street Signage

RECOMMENDATION:

That the City Council considers the redesigned "No Panhandling" street signage and provides feedback.

BACKGROUND:

On February 22, 2022, the City Council approved the City Council Action Plan for 2022. The CCAP identifies six priorities: Revitalization of Downtown El Cajon, Economic Development, City Beautification, Homelessness, Public Safety, and Miscellaneous. Under the Homelessness priority, the City Council identified a goal to reduce pedestrian traffic violations related to panhandling. As a result, staff completed the task of redesigning the existing "No Panhandling" street signage.

The attachment to this staff report displays the different sign alternatives considered, the existing sign, and the proposed sign for City Council's consideration.

Prepared By: Yazmin Arellano, Director of Public Works

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

Attachments

No Panhandling Sign

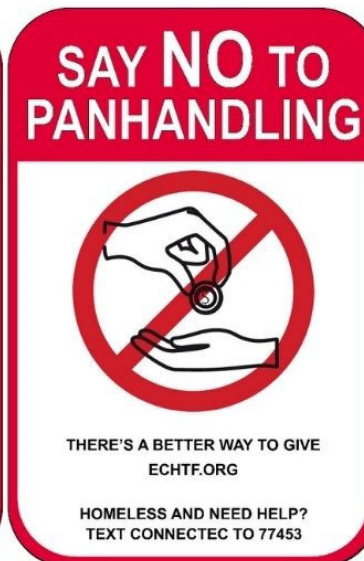
PANHANDLING SIGNAGE

Proposed Signage



Current Signage

Alternative Signage Options





**City Council
Agenda Report**

DATE: April 12, 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:

April 12, 2022 - Attend City Council Meeting(s)

I am available to answer questions.

Submitted By: Bill Wells, Mayor



City Council
Agenda Report

DATE: April 12, 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:

- March 17, 2022 - Emails with Mark L re: status of bldg permit
- March 18, 2022 - Email to Sup. Anderson re: Foothills Church damages from Magnolia camp
- March 18, 2022 - Emails with Allen C re: AWP agenda for 4/4/22 meeting
- March 21, 2022 - Emails with City Atty re: clarification of PRA request
- March 21, 2022 - Emails with KABC-LA, Amikas re: interview on Meridian cabins
- March 29, 2022 - Lunch w/Allen, Kyle re: AWP project status
- March 29, 2022 - Phone call from Todd S re: drug selling activity on 2nd St
- March 29, 2022 - Email to City Mgr re: Todd S request for ECPD assistance
- March 31, 2022 - Emails with ECPD Chief commending GHHS SRO's lifesaving event
- March 31, 2022 - Phone call/emails with Suhail Z re: identity scam questions
- March 31, 2022 - Attend ECTLC gala
- April 2, 2022 - Participate in Meridian/Amikas Cabin Build
- April 4, 2022 - AWP Special Board Meeting
- April 4, 2022 - Emails/pictures to Bonnie B at East County Homeless Task Force
- April 4, 2022 - Meeting with City Mgr/Councilmember Kendrick re: wastewater plans
- April 5, 2022 - AWP Regular Board Meeting

April 5, 2022 - Attend Chamber Gov't Affairs Committee Meeting
April 6, 2022 - Speak at ECPD Citizens' Academy
April 6, 2022 - Attend Grossmont Hospital Plan Update Meeting
April 9, 2022 - Participate in Amikas/Meridian Cabin Build
April 11, 2022 - Meeting with City Mgr
April 12, 2022 - Attend Council Meeting(s)

I am available to answer questions.

Submitted By: Steve Goble, Councilmember



City Council
Agenda Report

Agenda Item 18.

DATE: April 12, 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:

March 28, 2022 – Metro JPA Ad Hoc Meeting
April 4, 2022 – Metro Wastewater/AWP Meeting
April 12, 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 19.

DATE: April 12, 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:

- March 31, 2022 - ECTLC Fundraising Gala
- April 8, 2022 - East County Homeless Task Force Meeting
- April 11, 2022 - Cal Cities Meeting
- April 11, 2022 - Harry Griffen Park JPA Meeting
- April 12, 2022 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Michelle Metschel, Councilmember



City Council
Agenda Report

Agenda Item 20.

DATE: April 12, 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:

March 31, 2022 – Opioid Webinar

March 31, 2022 – ECTLC Annual Gala

April 5, 2022 – Chamber of Commerce Government Affairs Committee

April 12, 2022 – Attend City Council Meeting(s)

I am available to answer questions.

Submitted By: Phil Ortiz, Councilmember



City Council
Agenda Report

Agenda Item 21.

DATE: April 12, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Morgan Foley, City Attorney
SUBJECT: Introduction of Ordinance to Adopt a District Map for Council Member Elections in El Cajon

RECOMMENDATION:

That the City Council moves to introduce the next Ordinance, in order, and direct the City Clerk to read the Ordinance by title only.

BACKGROUND:

Following the city's expansive redistricting efforts following the 2020 decennial federal census, the City Council adopted Ordinance No. 5115, "An Ordinance of the City Council of the City of El Cajon, California, Approving Four Council Districts Following the 2020 Decennial Federal Census, an Adopting a New Map Describing the Boundaries of Each of the Districts." Section 8 of that ordinance provided that since it "relates to an election", it took effect immediately.

Since the adoption of Ordinance No. 5115, our office has discovered that there is a split of authority and interpretation of applicable state laws, with the possibility that the ordinance is subject to referendum, requiring the typical 30-day review period before it is effective. This item is brought to the City Council as an abundance of caution, and we are recommending that the city council introduce the attached revised ordinance for first reading; that the City Clerk recites the title of the revised ordinance; and that we return for a second reading at the April 26, 2022 adjourned regular city council meeting for second reading and adoption. Section 7 of the proposed ordinance will act to repeal Ordinance No. 5115; other than the repeal of the earlier ordinance the only material change is to Section 8, which provides that the ordinance is effective 30 days following adoption.

Prepared By: Holly Savage
Reviewed By: Morgan Foley, City Attorney
Approved By: Graham Mitchell, City Manager

Attachments

Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CAJON, CALIFORNIA, APPROVING FOUR COUNCIL DISTRICTS FOLLOWING THE 2020 DECENNIAL FEDERAL CENSUS, AND ADOPTING A NEW MAP DESCRIBING THE BOUNDARIES OF EACH OF THE DISTRICTS

THE CITY COUNCIL OF THE CITY OF EL CAJON DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 201 of the El Cajon Charter states that not later than December 31st of the year following the year in which the decennial federal census is taken the City Council shall adopt an ordinance to divide the City into four Council districts. The 2020 decennial federal census was not published until August 12, 2021, due to delays caused by the COVID-19 pandemic; the federal census data was thereafter adjusted by the California Statewide Database, which was published in its final version on September 27, 2021.

SECTION 2. As a result of delays in publishing the decennial federal census (including delays caused by the adjustments made by the California Statewide Database) the City was unavoidably precluded from meeting the deadline to adopt the Council district map by December 31, 2021, as required by Section 201 of the Charter. These delays were further compounded by the need to follow new public hearing processes as required by California Elections Code sections 21620 et seq., which were originally added to California law by the Fair and Inclusive Redistricting for Municipalities and Political Subdivisions Act, adopted in 2019 (the "FAIR MAPS Act").

SECTION 3. Following the guidelines established by the FAIR MAPS Act, as well applicable City Council resolutions and Section 201, the City has conducted such public hearings and other proceedings to develop draft maps of Council districts that fully comply with State and federal voting rights laws for consideration by the City Council.

SECTION 4. The City Council makes the following findings:

1. The City of El Cajon has conducted a series of public meetings and held at least four (4) properly noticed and conducted public hearings, each in one of the current Council districts, and all in compliance with the FAIR MAPS Act, specifically: on Wednesday, July 14, 2021, at 6:30 p.m., at the Hillside Recreation Center; on Wednesday, September 8, 2021, at 6:30 p.m., at the Renette Recreation Center; on Thursday, November 4, 2021, at 7:00 p.m., at the Kennedy Recreation Center; and on Saturday, January 22, 2022, at 10:30 a.m., at the El Cajon Valley High School. The first and second meetings (each a pre-draft map hearing) were to obtain public testimony identifying "neighborhoods," "community of interests," and "secondary areas," as well as to inform the public on the use of mapping tools on the

City's website in order to assist the public in the drafting of potential Council district maps. The third meeting, following the first submission of maps, was to hold a public hearing to present, discuss, and revise draft maps available for review, and to identify focus maps (i.e., those that the City Council identifies as eligible for a final determination). The fourth and final meeting, at which the City Council held a public hearing to review the focus maps, was to identify a map from that group preferred by the City Council to be approved by this ordinance.

2. During each public hearing and public meeting involved in the process, the City Council encouraged the public to participate and assist in the development of Council district maps.
3. The City of El Cajon has provided the public with demographic and voting information, and website tools allowing the public the opportunity to create their own maps for consideration by the City Council. Such information and tools were made available in English, Spanish, Arabic, Somali, Dari, and Pashto, and translators for those languages, if requested, were provided at each public hearing.
4. The El Cajon City Council has listened to and reviewed public testimony and comments, both oral and written, and considered districting plans reflected in a total of thirteen proposed maps (identified as Maps 100 through 112). Maps 100 through 112 were created by either the City's consultants or members of the public.
5. That upon consideration of the staff report and all public testimony presented, both oral and written, the City Council finds that the proposed Council districts reflected in the districting plan in Map 100, as set forth in Exhibit A, comply with the criteria set forth in Chapter 1.18 of the El Cajon Municipal Code; Resolution No. 006-17; are as equal as practicable in population as shown by the United States 2020 Census; were drawn to comply with the federal Voting Rights Act, the California Voting Rights Act, and the FAIR MAPS Act; are geographically contiguous ; were drawn with respect for the geographic integrity of neighborhoods and communities of interest; are easily identifiable and understandable by residents; drawn to encourage compactness, were not drawn for the purposes of favoring or discriminating against any race; and were not drawn for the purpose of favoring or discriminating against an incumbent, political candidate, or political party.
6. Delays in publishing the decennial federal census (including delays caused by the adjustments made by the California Statewide Database), which were further compounded by the need to follow new public hearing processes as required by the FAIR MAPS Act, made it legally impossible for the City Council to adopt the Council district map by December 31, 2021,

as required by Section 201 of the Charter. The City Council hereby finds that the deadline established by Section 201 is merely advisory; therefore, the City Council hereby waives any failure to meet the deadline for the Council district map as set forth Section 201.

SECTION 5. The City of El Cajon is hereby divided into four Council districts, and the boundaries of the districts are more particularly depicted in Exhibit A, which is attached hereto and incorporated herein by this reference.

SECTION 6. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION 7. As of the effective date of this ordinance, all ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall go into effect thirty (30) days following its passage and adoption.

SECTION 9. The City Clerk is hereby directed to certify the passage of this ordinance and to cause the same or a summary to be published in a newspaper of general circulation, printed, and published in the City of El Cajon.

04/12/22 CC Agenda – 1st Reading
04/26/22 CC Agenda – 2nd Reading

Ord - Adopt District Map of El Cajon 032922

Map 100

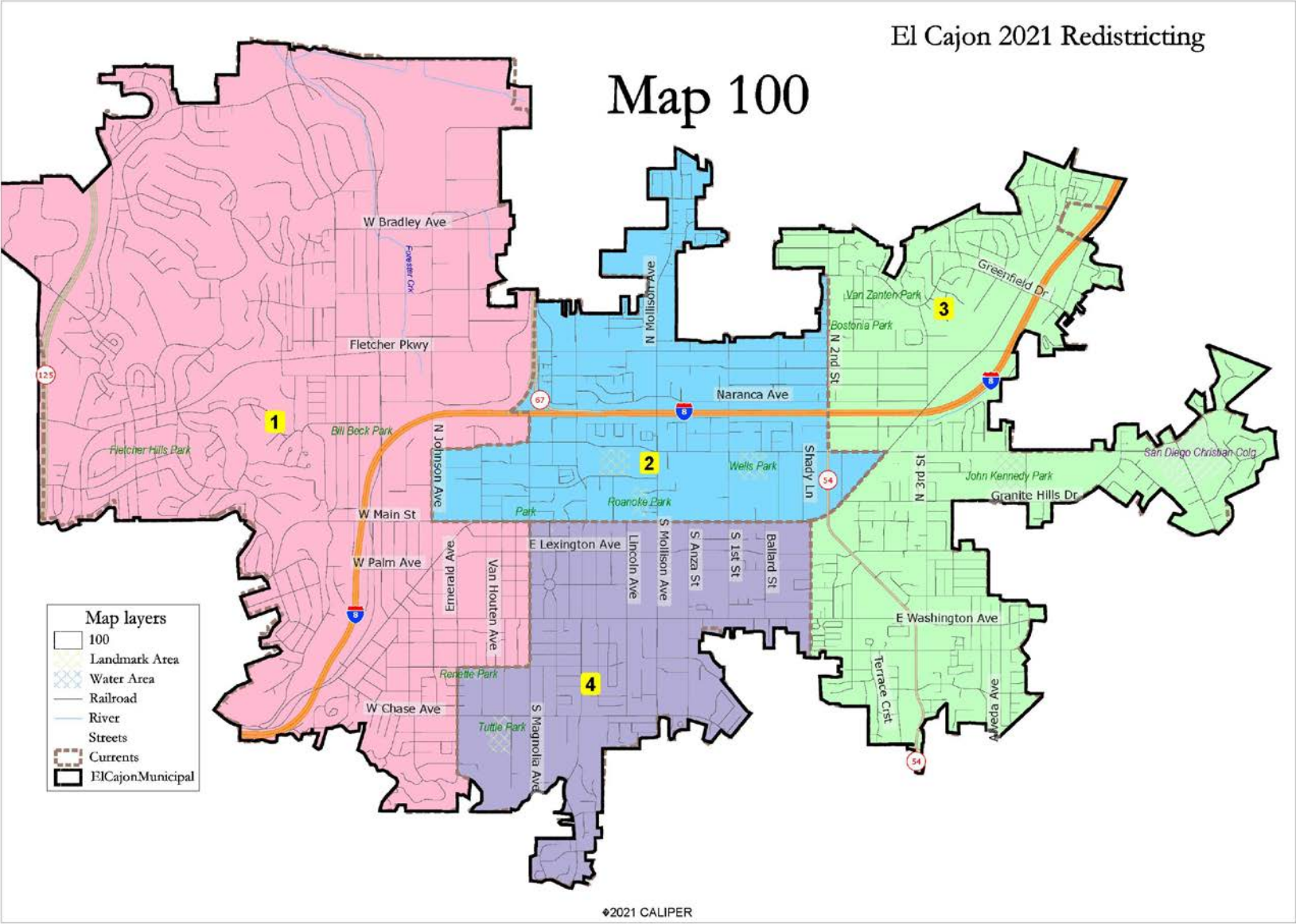


EXHIBIT A



City Council Agenda Report

Agenda Item 22.

DATE: April 12, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Morgan Foley, City Attorney

SUBJECT: Introduction of Ordinance to Amend ECMC Ch. 3.20 - Bidding and Written Contracts

RECOMMENDATION:

That the City Council moves to introduce the next Ordinance, in order, and direct the City Clerk to read the Ordinance by title only.

BACKGROUND:

In 2021, the State of California Legislature passed Assembly Bill ("AB") 481, amending the California Government Code ("Government Code") by adding sections 7070 through 7075, effective January 1, 2022. AB 481 is designed to shed light on the funding, acquisition, or use of military equipment by state or local government officials, as well as to allow the public to participate in any government agency's decision to fund, acquire, or use such equipment.

These recent amendments to state law will require that governing bodies overseeing law enforcement agencies to (1) inventory "military equipment" (as that term is defined in the Government Code) acquired prior to January 1, 2022 and periodically update this inventory; (2) revise the City's bidding procedures and conditions related to such acquisitions; (3) establish a publicly released "military equipment use policy;" (4) provide that the procedures and conditions to acquire military equipment, as set forth in the military equipment use policy, must be awarded by the City Council at an open meeting; and (5) publish information regarding funding, acquisition and use of military equipment in such other ways as to foster public participation.

The City desires to benefit from improved engagement between law enforcement and the community, public input in decisions regarding military equipment, and reduction in risks and impacts of police militarization on the community that this legislation aims to promote. This ordinance will conform to the provisions of AB 481 by amending El Cajon Municipal Code Chapter 3.20 to, among other things, define "military equipment," and "military equipment use policy," and to, necessarily, change purchasing procedures to require the City Council to award any bids involving this equipment, regardless of the value of the contract. Provisions of this ordinance will set out procedures and conditions for bidding on military equipment and provide for public participation and oversight of the use, acquisition, and funding of military equipment. This ordinance also adopts the Police Department's Policy 706 – Military Equipment Use, prepared in response to AB 481. All public notice, including a 30-day period of review of the proposed policy on the Police Department's page of the City website, has been completed.

FISCAL IMPACT:

There may be costs associated with the additional bidding requirements, police personnel training, and maintenance of an inventory of equipment.

Prepared By: Barbara Luck

Reviewed By: Morgan Foley, City Attorney

Approved By: Graham Mitchell, City Manager

Attachments

Ordinance - Ch. 3.20

ORDINANCE NO. __

AN ORDINANCE TO AMEND SECTIONS 3.20.005 3.20.010, 3.20.020,
3.20.120 AND 3.20.130 OF CHAPTER 3.20 OF TITLE 3 OF THE
EL CAJON MUNICIPAL CODE TO RESTRICT THE
CITY MANAGER'S POWERS AND DUTIES RELATING TO
PURCHASES OF MILITARY EQUIPMENT, SUPPLIES, OR
OTHER PROPERTY FOR LAW ENFORCEMENT USE

THE CITY COUNCIL OF THE CITY OF EL CAJON DOES ORDAIN AS
FOLLOWS:

SECTION 1. That certain military equipment use policy, as defined in section 3.20.005 of this chapter is hereby adopted as Policy 706 Military Equipment Use ("Policy"), effective April 26, 2022. Such military equipment use policy may be updated from time to time with such additions or changes as may be necessary to maintain the accuracy of the inventory of military equipment or supplies; their acquisition dates; their quantities; their uses; until a complete annual review can be performed and approved by the city council in an open and public meeting.

SECTION 2. Section 3.20.005 of Chapter 3.20 of Title 3 of the ECMC is hereby repealed.

SECTION 3. A new section 3.20.005 is hereby added to read as follows:

3.20.005 Terms defined.

For the purposes of this chapter:

"Bid" or "sealed bid" means offers submitted via the city's approved secure online purchasing system, in sealed envelopes, or otherwise secured to prevent the contents from being known prior to the submission deadline. This procedure is appropriate for higher-value purchases when exact specifications can be determined and the only significant variable is price.

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

"Department" means, for the purposes of this chapter, the city's police department.

"Military equipment" means the following:

- (1) Unmanned, remotely piloted, powered aerial or ground vehicles.

- (2) Mine-resistant ambush-protected vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
- (3) High mobility multipurpose wheeled vehicles, commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles and motorized dirt bikes are specifically excluded from this subdivision.
- (4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- (5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- (6) Weaponized aircraft, vessels, or vehicles of any kind.
- (7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
- (8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
- (9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
- (10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
- (11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

- (12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
- (13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device.
- (14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition weapons.
- (15) Any other equipment as determined by a governing body or a state agency to require additional oversight.
- (16) Notwithstanding paragraphs (1) through (15), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

"Military equipment use policy" means a publicly released, written document governing the use of military equipment by the department that addresses, at a minimum, all of the following:

- (1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.
- (2) The purposes and authorized uses for which the department proposes to use each type of military item.
- (3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
- (4) The legal and procedural rules that govern each authorized use.
- (5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the department is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

- (6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the military equipment use policy.
- (7) For the department, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the department will ensure that each complaint, concern, or question receives a response in a timely manner.

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

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

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

SECTION 4. Section 3.20.010 of Chapter 3.20 of Title 3 of the El Cajon Municipal Code is hereby repealed.

SECTION 5. A new section 3.20.010 is hereby added to Chapter 3.20 of Title 3 of the El Cajon Municipal Code to read as follows:

3.20.010 Bidding and written contracts—When required.

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

- A. Sealed bids shall be obtained for all purchases of equipment, services, supplies or other personal property in excess of seventy-five thousand dollars, for the purchase of any military

equipment, and for all expenditures involving a public project in excess of the limits established in subsections (A)(1) through (3) below.

1. Public projects of fifty thousand dollars or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.
 2. Public projects of more than fifty thousand dollars and up to two hundred thousand dollars may be let by contract or purchase order after receiving not less than three written quotes.
 3. Public projects of more than two hundred thousand dollars must, except as otherwise provided in this chapter, be let to contract by formal bidding procedure.
- B. Sales and purchases of equipment, services, supplies or other personal property shall be by written contract with the lowest (in the case of purchases), or highest (in the case of sales), responsible bidder pursuant to the procedure prescribed by this chapter, unless waived pursuant to subsection (C) of this section.
- C. Except as otherwise provided in subsection (D), the bidding procedures of this chapter may be waived, and an open market sale or purchase pursuant to section 3.20.110 of this chapter may be authorized by:
1. The city manager, or his or her designee, for all purchases and sales not exceeding seventy-five thousand dollars, when:
 - a. The commodity or service can be obtained from only one source;
 - b. The commodity or service is required to match or be compatible with other furnishings, material or equipment presently on hand, and is to be purchased from the supplier of such on-hand items;
 - c. The city manager or city council has ordered a standardized type or make of commodity; or
 - d. The city manager, or his or her designee, determines that due to special circumstances, it is in the city's interest to waive the bidding requirement;

2. The city manager, or his or her designee, for all expenditures not involving a public project, when an emergency requires that the commodity be obtained from the nearest available source;
3. The city manager, or his or her designee, when supplies or equipment may be acquired from or in cooperation with another governmental agency that is acquiring or has acquired supplies or equipment in a process that accomplishes the purposes of this chapter;
4. The city manager, or his or her designee, when supplies or equipment may be acquired under a competitively-bid California state contract;
5. The city council, for all expenditures not involving a public project when any of the circumstances stated in subsections (C)(1) through (C)(4) of this section exist, or when the city council determines that due to special circumstances it is in the city's interest to waive the bidding requirement; or
6. The city council, for all expenditures involving a public project over the limits established in subsections (A)(1) through (A)(3) of this section, or if authorized by the Public Contract Code, the Government Code, or by the courts of this state.

D. The waiver of bidding procedures set out in subsections (C)(1) through (C)(4) are not applicable to the purchase of military equipment as that term is defined in this chapter.

E. Notwithstanding subsections (A) through (D), military items classified as "consumable ammunition or munitions" under the military equipment use policy, which were previously authorized by the city council, the city council gives the Department prior approval to purchase such items without returning to the city council in the following circumstance:

When stocks of consumable ammunition or munitions previously authorized by the city council have reached significantly low levels or are exhausted, the Department may resupply the consumable items in that calendar year without prior city council approval in order to maintain safe levels of essential and necessary availability of said ammunition or munitions.

SECTION 6. Section 3.20.020 of Chapter 3.20 of Title 3 of the El Cajon Municipal Code is hereby repealed.

SECTION 7. A new section 3.20.020 is hereby added to Chapter 3.20 of Title 3 of the El Cajon Municipal Code read as follows:

3.20.020 Notices soliciting bids—Required—Publication—Posting.

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

SECTION 8. Section 3.20.120 of Chapter 3.20 of Title 3 of the El Cajon Municipal Code is hereby repealed.

SECTION 9. A new section 3.20.120 is hereby added to Chapter 3.20 of Title 3 of the El Cajon Municipal Code to read as follows:

3.20.120 Authority of the city manager to sign nonpublic contracts of seventy-five thousand dollars or less.

- A. Except as provided in section 3.20.010(D), the city council authorizes the city manager, or his or her designee, to sign non-public contracts pursuant to section 40602 of the Government Code, when said contracts do not exceed the sum of seventy-five thousand dollars for the initial term of the contract. The city manager, or his or her designee, is also authorized to sign any amendments to non-public contracts to extend, or renew, additional terms that do not exceed a period of one year each, and do not exceed the sum of seventy-five thousand dollars each.

- B. Except as provided in section 3.20.010(D), and within the same dollar amount set out in subsection (A) of this section, the city manager, or his or her designee, is authorized to participate in joint and cooperative nonpublic works contracts with the state of California, the county of San Diego, school districts, water districts, and such other agencies as the council may direct.
- C. The city manager, or his or her designee, may sign contracts for all expenditures not involving a public project, when an emergency requires that the commodity or services be obtained from the nearest available source.

SECTION 10. Section 3.20.130 of Chapter 3.20 of Title 3 of the El Cajon Municipal Code is hereby repealed.

SECTION 11. A new section 3.20.130 is hereby added to Chapter 3.20 of Title 3 of the El Cajon Municipal Code to read as follows:

3.20.130 Authority to award bid.

- A.
 - 1. All contracts for public projects for more than the dollar amount established by subsection (A)(3) of section 3.20.010 must be awarded by the city council in accordance with applicable law.
 - 2. Provided that all procedures and conditions to acquire military equipment as set forth in the approved military equipment use policy have been conducted and met, all contracts for the acquisition of military equipment may be awarded by the city council in accordance with applicable law.
- B. Except as provided in subsection (A) of this section and section 3.20.010(D), above, all contracts for public projects and purchases of equipment, services, supplies, or other personal property up to seventy-five thousand dollars, may be awarded by the purchasing agent to the lowest responsive, responsible bidder in accordance with section 3.20.010 of this chapter, provided that all of the following conditions are met:
 - 1. The items to be purchased were approved by council in the adopted budget.
 - 2. The award is within the amount allocated by council for the purchase.
 - 3. There are at least three responsive bidders.
 - 4. The award is being made to the low bidder.

5. There has been no protest against the proposed award lodged with the city within five days of the bid opening.

SECTION 12. This ordinance shall go into effect thirty (30) days following its passage and adoption.

04/12/22 CC Agenda – 1st Reading
04/26/22 CC Agenda – 2nd Reading

Ord - Amend ECMC 3.20 – Bidding and Written Contracts 031122

DRAFT



City Council
Agenda Report

Agenda Item 23.

DATE: April 12, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Angela Cortez, City Clerk

SUBJECT: An Ordinance Approving Zoning Code Amendment No. 2022-0001, and Amending Title 1 and Title 17 - MEHKO

RECOMMENDATION:

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

An Ordinance Amending Chapter 1.16 of Title 1, and Chapters 17.105 and 17.140 of Title 17, and Adding chapter 17.225.250 of Title 17 of the El Cajon Municipal Code Regarding Microenterprise Home Kitchen Operations.

Attachments

Ord 5117

ORDINANCE NO. 5117

AN ORDINANCE AMENDING CHAPTER 1.16 OF TITLE 1
AND CHAPTERS 17.105 AND 17.140 OF TITLE 17, AND ADDING
CHAPTER 17.225.250 OF TITLE 17 OF THE EL CAJON MUNICIPAL CODE
REGARDING MICROENTERPRISE HOME KITCHEN OPERATIONS

THE CITY COUNCIL OF THE CITY OF EL CAJON DOES ORDAIN AS
FOLLOWS:

Section 1. Section 1.16.010 of Chapter 1.16 of Title 1 of the El Cajon Municipal Code is hereby repealed.

Section 2. A new section 1.16.010 is hereby added to Chapter 1.16 of Title 1 of the El Cajon Municipal Code to read as follows:

1.16.010 Terms defined.

For the purposes of this chapter:

"Authorized personnel" includes all department heads and designees.

"Owner" includes owners of any interest in the property, including but not limited to, owners, lessees, sublessees, mortgagee in possession, licensee, beneficiaries of deeds of trust on the property, and any person in charge and control of the property.

"Microenterprise home kitchen operation" ("MEHKO") is a restricted food service facility as defined in California Health & Safety Code section 113825.

Section 3. A new section 1.16.025 is hereby added to Chapter 1.16 of Title 1 of the El Cajon Municipal Code to read as follows:

1.16.025 Nuisance defined – Microenterprise home kitchen operations - MEHKO

- A. In order to mitigate concerns related to food safety and potential negative impacts on the neighborhoods where microenterprise home kitchen operations have been permitted in the city by the County of San Diego including, without limitation, adverse traffic or parking; excessive noise, odors, fumes, vibrations, food or grease waste disposal; or the existence of vermin related to such operations, and in addition to any nuisance defined elsewhere in this code or under State laws, it shall be deemed a nuisance for any microenterprise home kitchen operation ("MEHKO") to:

1. Directly, through customers, or permitted delivery services, cause blockage or congestion on city rights-of-way such that city agencies are impeded, including, but not limited to maintenance, solid waste, and street sweeping, or that results in repeated neighbor complaints by multiple neighbors, including for parking congestion.
2. Store greases in such a manner as to be considered a fire hazard or is attractive to vermin, whether indoors or outdoors.
3. Dispose of greases into the municipal sewer system through a residential drain or toilet or otherwise in violation of Chapter 13.20 of this code.
4. Cause a visible build-up of greases inside residential ventilation hoods and shafts, on walls, ceilings, rooftops, or other surfaces in a way that may constitute a fire hazard or attract vermin.
5. Create nuisance smoke, odors, or noises in common areas or shared gathering areas including but not limited to violations of Chapter 9.44 of this code, such that multiple neighbors file complaints.
6. Operating an outdoor wood-burning oven or bar-b-que in a manner that may constitute a hazard or attract vermin including but not limited to violations of Chapter 8.04 of this code, such that multiple neighbors file complaints.
7. Storing of refuse in an unsanitary manner or that which attracts vermin.
8. Serving alcoholic beverages without a license from the California Department of Alcoholic Beverage Control, including but not limited to violations of Chapter 17.210 of this code.

- B. Nuisances described in this section may be abated according to Chapter 1.16, State laws, or both.

Section 4. A new section 17.105.020 is hereby added to Chapter 17.105 of Title 17 of the El Cajon Municipal Code to read as follows:

17.105.020 Definitions.

"Microenterprise home kitchen operation" ("MEHKO") is a restricted food service facility as defined in California Health & Safety Code section 113825.

Section 5. A new section 17.140.210 is hereby added to Chapter 17.140 of Title 17 of the El Cajon Municipal Code to read as follows:

Residential Zones	PRD	RS-40	RS-20	RS-14	RS-9	RS-6	RM-6000	RM-4300	RM-2500	RM-2200	RM-1450	RM-HR	Notes
Nonresidential Uses (subject to density restrictions)													
Microenterprise home kitchen operation (MEHKO)	P	P	P	P	P	P	P	P	P	P	P	P	17

17. Subject to the provisions of section 1.16.025 (nuisance defined – microenterprise home kitchen operations) and Chapter 17.225.250 (microenterprise home kitchen operations - MEHKO)

Section 6. A new section 17.225.250 is hereby added to Chapter 17.225 of Title 17 of the El Cajon Municipal Code to read as follows:

17.225.250 Microenterprise home kitchen operations - MEHKO

- A. The Microenterprise Home Kitchen Operations Ordinance of the county of San Diego, being Chapter 5 of Division 1 of Title 6 of the San Diego County Code of Regulatory Ordinances (sections 61.501 through 61.505) ("County Code Chapter 5"), as adopted by the county of San Diego, is hereby adopted by reference as the regulatory provisions applicable to any microenterprise home kitchen operation ("MEHKO"), permitted by the county of San Diego and operating in the city of El Cajon, to prevent conditions of such facilities, and the mishandling of food prepared, served, sold, or stored in such facilities, from spreading foodborne illnesses, and each and all such regulations, provisions, penalties, conditions and terms of County Code Chapter 5 are referred to, adopted and made a part of this chapter as though fully set out in this chapter, excepting such portions as are added deleted, modified or amended by this chapter. The County Code Chapter is referred to in this chapter as the "Microenterprise Home Kitchen Operations Ordinance," and one copy is on file in the office of the city clerk.
- B. Permit – License.
 - 1. No person shall operate a MEHKO in the city without holding a valid operating permit issued by the County of San Diego Department of Environmental Health and

Quality ("DEHQ"). Application for a permit shall be made upon a form issued by the DEHQ and shall be accompanied by any fees established.

2. No person shall operate a MEHKO without holding a valid business license as required by Chapters 5.04 and 5.08 of this code.
- C. No person shall operate a MEHKO in the city so as to create a nuisance as defined in section 1.16.025 of Chapter 1.16 of this code.
 - D. Commercial grade equipment and/or appliances not intended for residential buildings shall require applicable permits for construction and installation from the City.

Section 7. This ordinance shall go into effect thirty (30) days following its passage and adoption.

03/22/22 CC Agenda – 1st Reading
04/12/22 CC Agenda – 2nd Reading

Ord – Amend ECMC Chapter 1.16 & Title 17 Regulating MEHKOs 030122



City Council
Agenda Report

Agenda Item 24.

DATE: April 12, 2022

TO: City Clerk

FROM: City Attorney/General Legal Counsel

SUBJECT: Closed Session - Public Employee Performance Evaluation: City Manager

RECOMMENDATION:

That the following Closed Session be scheduled for the Tuesday, April 12, 2022, Joint City Council / Housing Authority / Successor Agency to El Cajon Redevelopment Agency agenda at 3:00 p.m.:

Public Employee Performance Evaluation: City Manager

Morgan L. Foley
City Attorney/General Legal Counsel

MLF



City Council
Agenda Report

Agenda Item 25.

DATE: April 12, 2022

TO: City Clerk

FROM: City Attorney/General Legal Counsel

SUBJECT: Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9: 1034 N. Magnolia LLC., etc., vs. The City of El Cajon, etc., et al. San Diego Superior Court Case No. 37-2022-00006337-CU-BC-CTL

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to El Cajon Redevelopment Agency meeting on Tuesday, April 12, 2022, at 3:00 p.m.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9:

NAME OF CASE:

1034 N. Magnolia LLC, etc., vs. The City of El Cajon, etc., et al.
San Diego Superior Court
Case No. 37-2021-00006337-CU-BC-CTL

Morgan L. Foley
City Attorney / General Legal Counsel

MLF:hms
