



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

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda

AUGUST 9, 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 July 26, 2022, Meeting and the Agenda of the August 9, 2022, Meetings in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

- **We Are One Committee Project at the East County Transitional Living Center**

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 July 26, 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. Reimbursement Agreement (Lease Rider) with Heartland Communications Facility Authority for Tenant Improvements at Station 6

RECOMMENDATION:

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

1. Approve Rider No. 1 to the Amended and Restated Lease Agreement with Heartland Communications Facility Authority, establishing project management and reimbursement responsibilities for tenant improvements at Fire Station 6.
2. Appropriates \$2,000,000 of reimbursement revenue for the purpose of establishing Heartland Communications Facility Authority Tenant Improvement Project.

5. Rejection of Bid No. 007-23 – Herbicide Application in the Public Rights-Of-Way and Storm Water Conveyances (Various Locations)

RECOMMENDATION:

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

1. Reject the bid due to the absence of bid submissions; and
2. Direct the Purchasing Agent to proceed with an open market purchase.

6. Award of Bid No. 005-23 – Madison Avenue Safety Improvements

RECOMMENDATION:

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

1. Approve Plans and Specifications for Madison Avenue Safety Improvements, Bid No. 005-23; and
2. Award the bid to the lowest responsive, responsible bidder, DBX, Inc., in the base bid amount of \$4,164,664 contingent upon funding approval.
3. Appropriate an additional \$500,000 of available TransNet Funds (EL03) to increase the budget for the Madison Avenue Safety Improvements Project (203689PWCP).

7. Time extension of Tentative Subdivision Map (TSM) 670; 2000 and 2075 East Madison Avenue; Engineering Job No. 3562.

RECOMMENDATION:

That the City Council grants a one-year time extension for Tentative Subdivision Map 670 (2000 and 2075 East Madison Avenue) and sets the new expiration date to September 24, 2023, per Municipal Code Section 16.12.110.

8. Overlay 2022 Contract Change Order

RECOMMENDATION:

That the City Council approves Contract Change Order No. 1 for the Overlay 2022 asphalt paving project, 200020PWCP, Bid No. 014-22, in the amount of \$639,548.02 to SRM Contracting & Paving for additional paving on Main Street.

PUBLIC COMMENT:

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

WRITTEN COMMUNICATIONS:

PUBLIC HEARINGS:

ADMINISTRATIVE REPORTS:

9. Speeding Education Campaign - City Council Action Plan 2022

RECOMMENDATION:

That the City Council receives the report and provides feedback to staff.

COMMISSION REPORTS:

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS

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

10. Council Activity Report

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

11. **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.

12. **COUNCILMEMBER GARY KENDRICK**

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

13. **DEPUTY MAYOR MICHELLE METSCHEL**

Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate; Heartland Fire Training JPA – Alternate; METRO Commission/Wastewater JPA - Alternate.

14. **COUNCILMEMBER PHIL ORTIZ**

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

JOINT COUNCILMEMBER REPORTS:

GENERAL INFORMATION ITEMS FOR DISCUSSION:

ORDINANCES: FIRST READING

ORDINANCES: SECOND READING AND ADOPTION

CLOSED SESSIONS:

15. Closed Session - Conference with Legal Counsel - Anticipated Litigation - Significant Exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: One (1) potential case
Robert W. Rose has submitted a Claim for Damages suffered following a sewer line backup on June 19, 2022. The claim alleges that the sewer line backup occurred in the City's sewer lines

16. Closed Session - Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: One (1) potential case
Natalie Cileu has submitted a Claim for Damages for vehicular damages suffered on June 15, 2022 at Fletcher Parkway between Cuyamaca and N. Marshall

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

Property: 31.7-acre vacant site at the northwest corner of Weld Boulevard and Cuyamaca Street

Negotiating Parties: Chesnut Properties, LLC; SGCLMC-Weld Investment Company, L.P.

City Negotiators: City Manager; Assistant City Manager; City Attorney

Under Negotiation: Price and terms for acquisition of leasehold interest, and for new lease-back to Negotiating Parties

ADJOURNMENT: The Regular Joint Meeting of the El Cajon City Council/ El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 9th day of August 2022, is adjourned to Tuesday, August 9, 2022, at 7:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: August 9, 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 July 26, 2022, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

07-26-22DRAFTminutes - 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

July 26, 2022

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/ Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, July 26, 2022, was called to order by Mayor/Chair Bill Wells at 3:01 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 absent:	Metschel
Mayor/Chair present:	Wells
Other Officers present:	Mitchell, City Manager/Executive Director DiMaggio, Assistant City Manager Cortez, City Clerk/Secretary
Other Officers absent:	Foley, City Attorney/General Counsel

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 July 12, 2022, meeting and the Agenda of the July 26, 2022, meeting in accordance with State Law and El Cajon City/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

PRESENTATIONS: None

AGENDA CHANGES: None

CONSENT ITEMS: (1 – 5)

MOTION BY WELLS, SECOND BY GOBLE, to APPROVE Consent Items 1 to 5.

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

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

Approve Minutes of the July 12, 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 Amendment for El Cajon Transit Center Community Improvements Civil Engineering Services

Adopts Resolution No. 069-22 to increase the Agreement for Professional Services with Chen Ryan Associates, Inc., for El Cajon Transit Center Community Improvements Civil Engineering services in the not-to-exceed amount of \$56,685 through June 30, 2023.

5. Agreements for El Cajon Transit Center Community Improvements and Main Street - Green Street Gateway Improvements Construction Management Services

Adopts Resolution No. 070-22 to Enter into an Agreement for Construction Management Services with Project Professionals Corporation (PPC) for the El Cajon Transit Center Community Improvements Project in the not-to-exceed amount of \$319,204 for a one-year term; and

CONSENT ITEMS: (Item 5 - Continued)

Adopt Resolution No. 071-22 to enter into an Agreement for Construction Management Services with PPC for the Main Street - Green Street Gateway Improvements Project in the not-to-exceed amount of \$164,332 for a one-year term.

PUBLIC COMMENT:

Rich Riel spoke about what he considers Brown Act violations by the PBID.

Wendy Provenchu spoke about a problematic household in her neighborhood and asked for help from the City Council for a resolution to the continuous problem.

WRITTEN COMMUNICATIONS: None

PUBLIC HEARINGS: None

ADMINISTRATIVE REPORTS:

- 6. Award of Bid No. 004-23 – El Cajon Boulevard Streetscape

RECOMMENDATION:

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

- 1. Approve Plans and Specifications for El Cajon Boulevard Streetscape, Bid No. 004-23; and
- 2. Award the bid to the lowest responsive, responsible bidder, Tri-Group Construction & Development, Inc., in the amount of \$6,239,880.

DISCUSSION

Deputy Director of Public Works, Mario Sanchez provided detailed information of the Item.

Discussion ensued among Council and Staff concerning the following:

- Low speed while using roundabouts; and
- Using landscape to discourage encampments.

No public comment was received.

ADMINISTRATIVE REPORTS: (Item 6 – Continued)

MOTION BY ORTIZ, SECOND BY GOBLE, to ADOPT Resolution No. 072-22 to Approve Plans and Specifications for El Cajon Boulevard Streetscape, Bid No. 004-23; and Adopt Resolution No. 073-22 to Award the bid to the lowest responsive, responsible bidder, Tri-Group Construction & Development, Inc., in the amount of \$6,239,880.

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

7. Mid-Year Update on Homeless Programs

RECOMMENDATION:

That the City Council receives the mid-year report and provides feedback, recommendations, and direction on homeless-related programming and funding.

DISCUSSION

Housing Manager, Jose Dorado introduced Housing Specialist, Deyanira Pelayo-Brito, provided detailed information of the Item.

Discussion ensued among Council and Staff concerning the following:

- Count of homeless individuals in El Cajon is not accurately reflected;
- No value in the Point in Time Count;
- Rely on partnerships already in place for help with homeless problems; and
- East County Homeless Task Force (ECHTF), is not an effective program.

Helen Zamora, representing the East County Transitional Living Center (ECTLC) provided an update on the new facilities and the number of people being helped by the center.

Laura Tancredi, representing Home Start, spoke about the services provided at the center.

MOTION BY ORTIZ, SECOND BY GOBLE, to ACCEPT the mid-year report and provided direction on homeless-related programming and funding.

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

ADMINISTRATIVE REPORTS: (Continued)

8. American Rescue Plan Act and General Reserve Expenditure Plan

RECOMMENDATION:

That the City Council provides direction to staff on possible expenditures of American Rescue Plan Act and General Reserve funds.

DISCUSSION

City Manager Mitchell provided detailed information of the Item.

Discussion ensued among Council and Staff concerning the following:

- Direction from Council on allocation of funds; and
- Capital improvement programs.

No public comment was received.

MOTION BY GOBLE, SECOND BY ORTIZ, to PROVIDE direction to staff on possible expenditures of American Rescue Plan Act and General Reserve funds.

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

COMMISSION REPORTS: None

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:

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

9. Council Activities Report/Comments

Report as submitted.

10. City Council Assignments

RECOMMENDATION:

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

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS: (Continued)

DISCUSSION

City Manager Mitchell provided detailed information of the Item.

No public comment was received.

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

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

ACTIVITIES REPORTS OF COUNCILMEMBERS:

18. **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.

In addition to the submitted report, Councilmember Goble shared information about the East County Advanced Water Purification meeting, and the progress on the Amika sleeping cabins project.

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

Council Activities Report/Comments.

Report as submitted.

ACTIVITIES REPORTS OF COUNCILMEMBERS: (Continued)

- 20. 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.

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

Council Activities Report/Comments.

Report as submitted.

JOINT COUNCILMEMBER REPORTS: None

GENERAL INFORMATION ITEMS FOR DISCUSSION: None

ORDINANCES: FIRST READING - None

ORDINANCES: SECOND READING AND ADOPTION

- 15. An Ordinance Amending Chapter 2.16.020 Regarding Salaries of Councilmembers and Mayor

RECOMMENDATION:

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

DISCUSSION

No public comment was received.

ORDINANCES: SECOND READING AND ADOPTION (Item 15 - Continued)

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

An Ordinance Repealing Section 2.16.020 of Chapter 2.16 and Adding a New Section 2.16.020 of Chapter 2.16 of the El Cajon Municipal Code Adjusting Salaries of Councilmembers and Mayor Effective January 1, 2023.

MOTION BY ORTIZ, SECOND BY GOBLE, to Adopt Ordinance No. 5120, Repealing Section 2.16.020 of Chapter 2.16 and Adding a New Section 2.16.020 of Chapter 2.16 of the El Cajon Municipal Code Adjusting Salaries of Councilmembers and Mayor Effective January 1, 2023.

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

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 26th day of July, 2022, at 4:16 p.m., to Tuesday, August 9, 2022, at 3:00 p.m.

DRAFT

ANGELA L. CORTEZ, CMC
City Clerk/Secretary



City Council Agenda Report

Agenda Item 4.

DATE: August 9, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Dave Richards, Assistant to the City Manager
SUBJECT: Reimbursement Agreement (Lease Rider) with Heartland Communications Facility Authority for Tenant Improvements at Station 6

RECOMMENDATION:

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

1. Approve Rider No. 1 to the Amended and Restated Lease Agreement with Heartland Communications Facility Authority, establishing project management and reimbursement responsibilities for tenant improvements at Fire Station 6.
2. Appropriates \$2,000,000 of reimbursement revenue for the purpose of establishing Heartland Communications Facility Authority Tenant Improvement Project.

BACKGROUND:

On June 25, 1986, the Heartland Communications Facility Authority (Heartland Communications) was created to provide regional fire dispatch services to its member agencies. Currently, the member agencies include the cities of El Cajon, La Mesa, Lemon Grove, and Santee, and the fire districts of Alpine, Bonita-Sunnyside, San Miguel, Viejas, and Lakeside. In addition, Heartland Communications contracts services to Barona and Sycuan Fire Departments, who are not members.

Heartland Communications has leased a portion of the basement of Fire Station 6, located at 100 E. Lexington Avenue, from the City since January 12, 1987. Currently, Heartland Communications leases 2,367 square feet of the facility at a rate of \$1.97 per square foot with an annual CPI adjustment. Heartland Communications also pays 40 percent of the station's utility costs. On September 14, 2021, the City Council approved an Amended and Restated Lease Agreement (Exhibit A) with Heartland Communications.

Heartland Fire and Rescue's (Heartland Fire) Headquarters currently occupies the upper level of Station 6. Heartland Fire provides fire protection, prevention, and emergency preparedness services to the cities of El Cajon, La Mesa, and Lemon Grove. Heartland Fire is in the process of relocating its headquarters to the Public Safety Center this winter.

In anticipation of the vacated space at Station 6, Heartland Communications hopes to expand its operations to include portions of the basement and second floor. Heartland Communications and City staff have met with an architect to develop conceptual plans for the space that would expand and renovate the use of Station 6 by Heartland Communications to 6,302 square feet (Exhibit B). The final square footage leased by Heartland Communications will be calculated at the time of occupancy using the current price per square foot rate.

The Fire Station 6 Remodel project proposes to relocate the Heartland Communications dispatch center from the basement to the ground floor. The dispatch center will expand from eight to ten dispatch console units. The project will also provide standard office spaces, conference rooms, a new kitchen, fitness room, quiet room, and enhanced locker and restroom areas. The project costs also include reimbursement of City staff time, architect fees, and other various professional services required for the remodel.

RIDER

The proposed Rider (Exhibit B) would allow the City to provide overall project management services to complete tenant improvements at Station 6 for Heartland Communications. The Rider also provides that Heartland Communications will reimburse the City monthly for the costs associated with the tenant improvements. Heartland Communications has established a project budget of up to \$2 million.

The proposed Rider has been approved by the Heartland Communications Board of Chiefs and subsequently by Heartland Communications Board of Commissioners.

FISCAL IMPACT:

The current lease revenue is \$4,658.28 per month, or \$55,899.36 annually, with an annual cost of living adjustment. Heartland Communications will continue to pay a prorated share of the utility expenses. The proposed square footage at the current lease rate would increase the annual payments to \$148,979.28, an increase of \$93,079.92 annually for the General Fund.

This action would increase appropriations in the City CIP Program Fund (501590) by \$2,000,000 funded by Heartland Communications Facility Authority for reimbursement of project costs.

Prepared By: David Richards, Assistant to the City Manager

Reviewed By: Graham Mitchell, City Manager

Approved By: Graham Mitchell, City Manager

Attachments

Resolution - Approve Rider

Heartland Communications Lease

Heartland Communications Lease Rider

RESOLUTION NO. ____-22

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL CAJON APPROVING THE
REIMBURSEMENT AGREEMENT (LEASE RIDER) WITH
HEARTLAND COMMUNICATIONS FACILITY AUTHORITY
FOR TENANT IMPROVEMENTS AT FIRE STATION 6

WHEREAS, on June 25, 1986, the Heartland Communications Facility Authority ("Heartland Communications") was created to provide regional fire dispatch services to its member agencies, which currently include the cities of El Cajon, La Mesa, Lemon Grove, and Santee, and the fire districts of Alpine, Bonita-Sunnyside, San Miguel, Viejas, and Lakeside; and

WHEREAS, in addition, Heartland Communications contracts services to Barona and Sycuan Fire Departments, who are not members; and

WHEREAS, Heartland Communications has leased a portion of the basement of Fire Station 6 ("Station 6"), located at 100 E. Lexington Avenue, from the City of El Cajon (the "City") since January 12, 1987; and

WHEREAS, Heartland Communications currently leases 2,367 square feet of Station 6 at a rate of \$1.97 per square foot with an annual CPI adjustment, and also pays forty percent (40%) of the utility costs; and

WHEREAS, on September 14, 2021, the City Council approved an Amended and Restated Lease Agreement with Heartland Communications (the "Lease"), attached hereto by reference as Attachment "A"; and

WHEREAS, Heartland Fire and Rescue ("Heartland Fire") provides fire protection, prevention, and emergency preparedness services to the cities of El Cajon, La Mesa, and Lemon Grove, and their Headquarters currently occupies the upper level of Station 6; and

WHEREAS, Heartland Fire is in process of relocating its headquarters to the City's Public Safety Center in upcoming months, and in anticipation of the vacated space at Station 6, Heartland Communications has expressed its desire to expand its operations to include portions of the basement and second floor of Station 6; and

WHEREAS, Heartland Communications and City staff have met with an architect to develop conceptual plans to renovate and expand the area of use to 6,302 square feet, as shown in the attached Exhibit "A" of the proposed Lease Rider No. 1 (the "Rider"), attached hereto as Attachment "B"; and

WHEREAS, the final square footage amount leased by Heartland Communications will be calculated at the time of occupancy using the current price per square foot rate; and

WHEREAS, the Fire Station 6 Remodel project (the "Project") proposes to relocate the Heartland Communications dispatch center from the basement to the ground floor, which will include expansion from eight to ten dispatch console units, and for provision of

standard office spaces, conference rooms, a new kitchen, fitness room, quiet room, and enhanced locker and restroom areas; and

WHEREAS, the Rider would allow the City to provide overall project management services to complete tenant improvements at Station 6 for Heartland Communications; and

WHEREAS, Heartland Communications has established a Project budget of up to \$2 million, and the Rider stipulates that Heartland Communications will reimburse the City monthly for the costs associated with the tenant improvements, including City staff time, architect fees, and other various professional services required for the remodel; and

WHEREAS, the Rider has been approved by the Heartland Communications Board of Chiefs and subsequently by Heartland Communications Board of Commissions; and

WHEREAS, the current lease revenue is \$4,658.28 per month, or \$55,899.36 annually, with an annual cost of living adjustment, and a pro-rated share of the utility costs; and

WHEREAS, Heartland Communications will continue to pay a prorated share of the utility expenses, and the proposed square footage at the current lease rate would increase the annual payments to \$148,979.28, an increase of \$93,079.92 annually for the General Fund.

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

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

Section 2. The City Council hereby approves the Rider to the Lease with Heartland Communications, establishing project management and reimbursement responsibilities for tenant improvements at Station 6, substantially in the form as presented at this meeting.

Section 3. The City Council hereby further approves the appropriation of \$2,000,000 of reimbursable General Fund monies for the Facilities Program Capital Improvement Project Fire Station 6 Remodel.

Section 4. The City Council hereby authorizes the City Manager, or such person designated by the City Manager, to take all actions and to execute any documents and agreements necessary or appropriate for the approval of the Rider, with such changes as may be approved by the City Manager, or such person designated by the City Manager.

RIDER No. 1
TO THE HEARTLAND COMMUNICATIONS FACILITY
AMENDED AND RESTATED LEASE

THIS RIDER No. 1 TO THE HEARTLAND COMMUNICATIONS FACILITY AMENDED AND RESTATED LEASE (the "Rider") is made and entered into as of ___ day of _____, 2022 by and between the City of El Cajon, a charter city and municipal corporation ("Landlord") and the Heartland Communications Facility Authority, a California joint powers authority ("Tenant").

RECITALS

- A. Landlord and Tenant entered into a lease agreement entitled HEARTLAND COMMUNICATIONS FACILITY AMENDED AND RESTATED LEASE (the "Lease") dated July 1, 2021, pursuant to which parties agreed that Tenant will lease approximately 2,367 rentable square feet of space in Station 6, located at 100 East Lexington Avenue, El Cajon California (the "Premises").
- B. Landlord has reduced its occupancy at the Premises, allowing Tenant to expand its operations to the upper level of the Premises with new tenant improvements and additional square footage (estimated to be approximately 6,302 of combined square feet).
- C. Pursuant to the Lease, the parties agreed that the Tenant may utilize some or all of the upper floor for its administrative operations, thereby abandoning part of its leasehold interest in the lower floor and expanding some of its operations onto the second floor (the "Replacement Occupancy").
- D. The parties now desire to enter into this Rider relating to the design, engineering, and construction of certain tenant improvement work within the Premises and providing for reimbursement said improvements to ensure completion of such work in a timely manner.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual promises and covenants contained in this Rider, the Parties hereto hereby agree as follows:

- 1. Commencement of Tenant Improvement
Design, Engineering and Construction Work

Pursuant to this Rider, Landlord agrees to facilitate facility improvements, including but not limited to the preparation of construction drawings, ordering of necessary materials, and construction, in order to prepare the Premises for Tenant's occupancy with a target Replacement Occupancy commencement date of December 2023.

2. Reimbursement for Tenant Improvement
Design, Engineering and Construction Work

Tenant acknowledges that the tenant improvement work is in many respects highly specialized for Tenant's expected use of the Premises. In consideration of the foregoing, Tenant hereby agrees that it shall pay and reimburse Landlord each month, upon demand, one hundred percent (100%) of any and all out-of-pocket costs incurred by Landlord in connection with the above-described tenant improvement work ("Landlord's Costs"), not to exceed two-million dollars (\$2,000,000) in the aggregate. Because HCFA, as Tenant, has the fiduciary responsibility to the Authority for distribution of all funds, the Director shall be signatory on all invoices for reimbursement of costs to the Landlord with regards to the remodel project. Tenant agrees that it will reimburse all of Landlord's Costs in a timely manner, and not later than prior to Replacement Occupancy. Furthermore, in the event Tenant fails to reimburse Landlord's Costs within thirty (30) days after Landlord's submission of any monthly reimbursement request for any reason other than Landlord's refusal to proceed in good faith with respect to the Lease (including this Rider), Landlord shall be relieved of any further obligations to continue with such tenant improvement work until and unless reimbursement payments are brought current. In all events, Landlord shall retain title to any drawings, plans, materials or work generated pursuant to this Rider.

Any significant change orders that would impact the specific operations or functions of the Tenant shall be reviewed and mutually agreed upon by both Tenant and the City of El Cajon. In addition, any change orders proposed for the sole benefit of the City of El Cajon as Landlord would be financially compensated by the City and not the Tenant.

3. Description of the Premises

Tenant's current spaces on the lower level of the Premises, as delineated in Exhibit "A" to the Lease, were identified as being approximately 2,367 square feet. That square footage was only an estimate. A new Exhibit "A" reflecting more accurate plans and square footage of approximately 6,302 square feet is attached to this Rider for reference.

The final layout of the space and square footage will be calculated after the tenant improvements on the lower and upper levels are completed. These final calculations will comprise a second new Exhibit "A" to accurately reflect the precise size and dimensions of the Premises if they differ from this new Exhibit "A."

4. Attorneys' Fees

In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements on the part of the other party arising out of the Lease or this Rider, then the prevailing party in such action or dispute, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including actual attorney's fees.

5. Time of Essence

Time is of the essence in connection with each and every provision of this Rider.

6. Waiver

No claim of waiver, consent or acquiescence with respect to any provision of this Rider shall be made against either party except on the basis of a written instrument executed by the party to be charged.

7. Counterparts

This Rider may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Rider.

8. Rent Increase

The base rent of \$1.87 per square foot will remain as set out in the Lease during the tenant improvements. Rent increases and additional rent amounts shall be calculated and applied at the time Tenant occupies the Premises and the square footage of the Premises is recalculated.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Rider as of the date first set forth above.

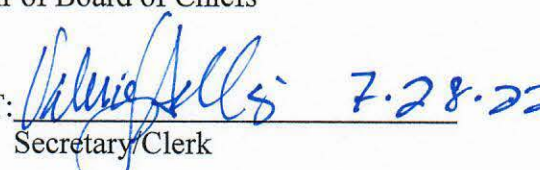
LANDLORD: CITY OF EL CAJON

BY: _____
Mayor

ATTEST: _____
City Clerk

TENANT: HEARTLAND COMMUNICATIONS FACILITY AUTHORITY

BY:  7/28/22
Chair of Board of Chiefs

ATTEST:  7.28.22
Secretary/Clerk

Council Date: _____
Resolution No. _____

Exhibit A

Lower Level (2,949 Square Feet Leased Space)

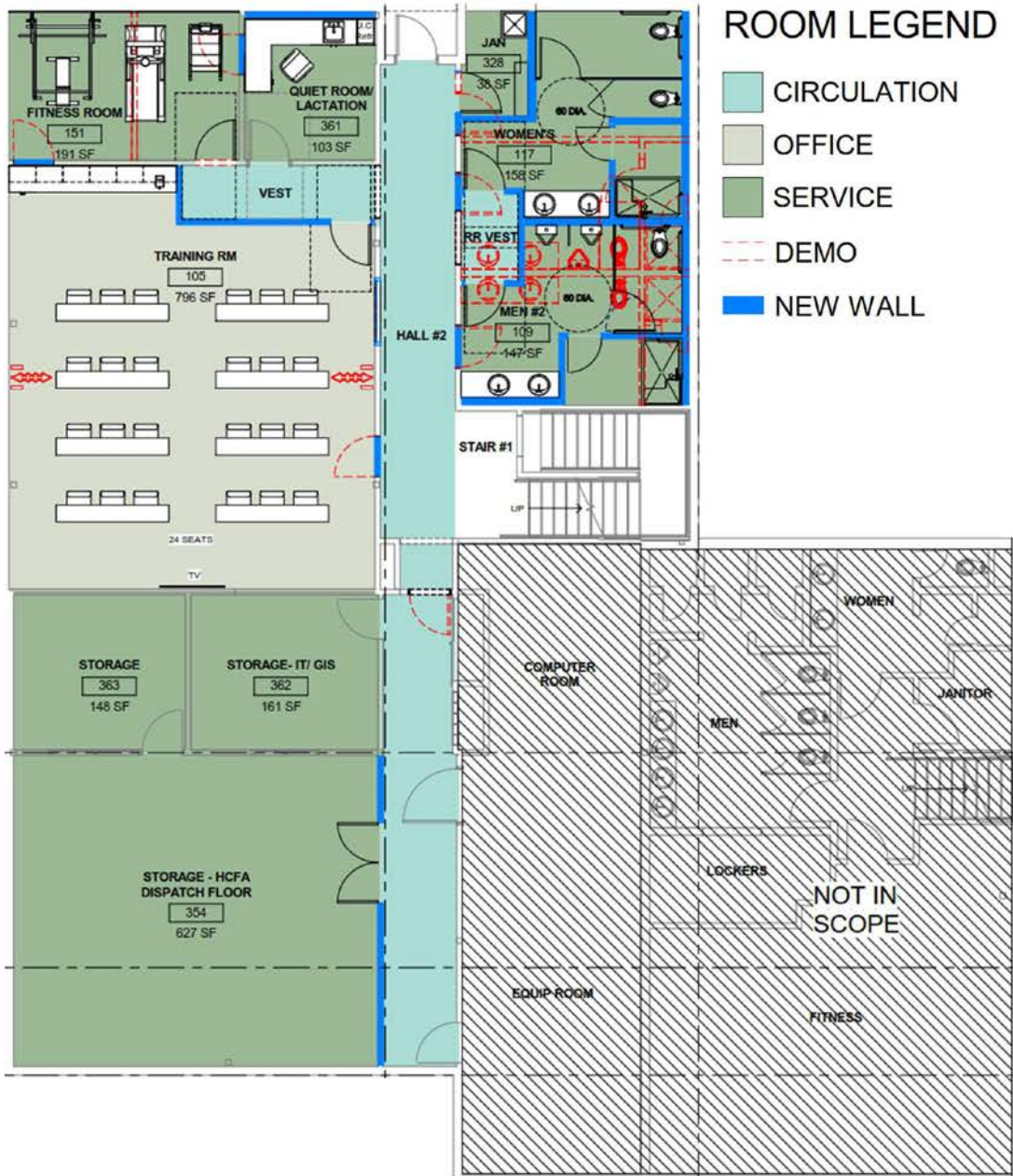
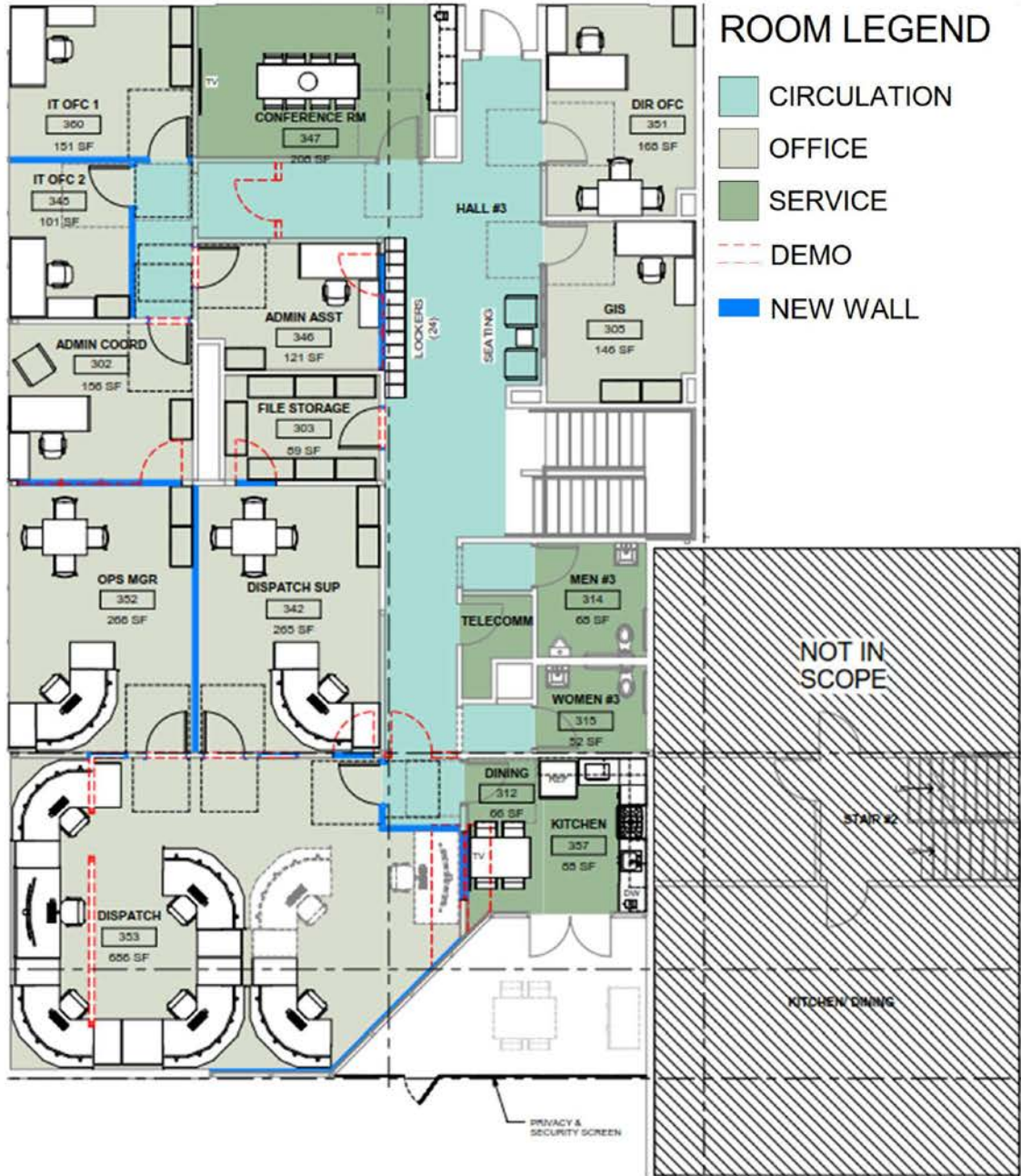


Exhibit B

Upper Level (3,353 Square Feet Leased Space)



HEARTLAND COMMUNICATIONS FACILITY
AMENDED AND RESTATED LEASE

This Amended and Restated Lease (the "Lease"), made and entered into this 1st day of July, 2021, by and between the City of El Cajon (the "City"), a charter city and municipal corporation, and the Heartland Communications Facility Authority (the "Authority").

WHEREAS, Authority is organized and existing pursuant to the Joint Exercise of Powers Act (California Government Code sections 6500 et seq.) (the "Act") by an agreement entitled "Joint Exercise of Powers Agreement Creating An Agency To Be Known As the Heartland Communications Facility Authority," dated June 25, 1986 (the "Agreement"); and

WHEREAS, City is the owner of that certain real property located at 100 East Lexington Avenue, El Cajon, California (the "Property"), a portion of which has been leased to the Authority for its use as its Facility (as hereinafter defined) under that certain Heartland Communications Facility Lease, dated January 13, 1987 (the "Existing Lease"), where the Authority currently leases a portion of the subject of this Lease; and

WHEREAS, the Existing Lease has been amended six (6) times in order to extend its term and to increase Authority's leasehold interest and responsibilities, and requires another amendment to extend the term and further modify Authority's leasehold interest; and

WHEREAS, the parties have determined that the Existing Lease should be amended and restated in order for the parties to more clearly and accurately represent the terms and conditions for the lease of the re-designated Facility.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, including the terms and conditions contained herein, the parties hereto agree as follows:

W I T N E S S E T H:

1. ADMINISTRATION. This Lease shall be administered on behalf of the City by its City Manager and on behalf of the Authority by the Chair of its Board of Chiefs.
2. DESCRIPTION. The City hereby leases to the Authority that real property located in the City's Fire Facilities ("Station 6") at 100 East Lexington Avenue known as the Heartland Communications Facility (the "Facility").
 - (a) The Facility includes a dispatch area, supervisors' offices, an equipment room and a computer room, in various locations as set forth in Section 5 of the Agreement, as well as certain non-exclusive rights to access common areas within Station 6, and parking of vehicles. These spaces, as delineated in Exhibit A, comprise approximately 2,367 square feet, and are only approximates, as the actual space and square footage will be calculated after the Authority completes its tenant improvements on the second level. Said real property is leased on the terms and conditions hereinafter set forth.

- (b) The City has reduced its occupancy of Station 6, allowing the Authority to relocate some of their workspace out of its current location in the basement of the structure, to the second floor. The parties agree that the Authority may substitute some or all of the second floor for its administrative operations, thereby abandoning its leasehold interest in a portion of Station 6, but moving its leasehold interest into the replacement premises (together with any of the Facility remaining in the basement of Station 6, the "Substituted Facility"). Upon occupancy of the Substituted Facility the parties agree to amend this Lease with a new Exhibit A to accurately reflect the leased premises.

3. TERM. The term of this Lease is ten (10) years, commencing on July 1, 2021 (the "Commencement Date") and terminating on the last day of the 120th month thereafter. The payment of rent shall commence on said date. From the date of the aforementioned notice, the Authority, its agents, and its employees shall have access to the Facility for the purpose of preparing for commencement of operations.

4. OPTION TO EXTEND. The Authority shall have the right and option to extend this Lease for not more than two (2) terms, each of not more than ten years in length, after the expiration of the initial term, at the rental rate and under the terms and conditions set forth herein.

- (a) Terms of Options. Each option shall be exercised only by notice in writing signed and delivered to the City, in the manner provided by this Lease, no later than ninety (90) days prior to the expiration thereof.

- (b) The Authority shall have the option to terminate this Lease by providing written notice to the City of the exercise of said option, in the manner provided by this Lease, at least ninety (90) days prior to the date that the Authority intends the Lease to terminate.

- (c) Notwithstanding anything in this Section 4 to the contrary, the City shall have the option to terminate this Lease by giving the Authority not less than one hundred eighty (180) days' notice prior to the expiration of any ten (10) year extension of the term. Following the expiration of the second ten (10) year extension of this Lease the parties may agree to extend this Lease for a period not to exceed one (1) year, with a total of not more than five (5) such one-year extensions. Any one-year extension must be initiated at the request of the Authority made in writing not later than ninety (90) days prior to the expiration of the prior extension term of the Lease. In the event the City elects not to agree to any one (1) year extension, this Lease shall terminate at the conclusion of the period of the last extension.

5. RENT. The rent during the term hereof shall initially be the sum of \$4,426.29 per month, a rate of \$1.87 per square foot (the "Base Rent"). Upon Authority's occupancy of the Substituted Facility for the Facility, the parties will adjust the Base Rent by calculating the per square foot value (at the then, current, value) by the actual area of the premises leased. City agrees that Authority shall be allowed to construct its tenant improvements to the second floor of Station 6

without payment of any increase in the Base Rent during the construction of tenant improvements (other than standard adjustments set forth in the paragraph immediately following this paragraph, and other than Additional Rent, as defined below). Said rent shall be paid to the City and mailed to the Director of Finance, City of El Cajon, 200 Civic Center Way, El Cajon, California 92020 by the Authority, in advance, on or before the first day of each month during the term of this Lease or any extension thereof. If the first day of the term shall not be the first day of the month, the rental for the portion of the term occurring in the first and last calendar months shall be appropriately prorated.

The rent shall be increased each January 1, commencing January 1, 2022, in an amount equal to the percentage increase in the San Diego Cost of Living Index for All Urban Consumers (the "Index") for the twelve (12) month period ending in the month of November immediately preceding each January 1. It is expressly agreed between City and Authority that if the Index decreases, the monthly rent shall nevertheless remain unchanged for the applicable calendar year.

In addition to the Base Rent, the Authority shall pay, as additional rent, forty percent (40%) of the total utility charges applicable to Station 6 (the "Additional Rent"). The Additional Rent shall be effective from and after the Commencement Date.

The City shall provide as part of said rent all utilities, trash removal services, and interior maintenance including structural, repair and maintenance of heating, plumbing, cooling and electrical equipment (excluding maintenance of communication/dispatch equipment and accessories installed and owned by the Authority). City shall provide all exterior maintenance and structural repair, including maintenance of common walkways, landscaping and parking areas.

6. PERMITTED USES. The Authority shall use the Facility only for fire communications and dispatching, and shall have joint use of Station 6 restrooms, lunchroom, and multi-purpose classroom/emergency operations center, as set forth in Section 5 of the Agreement.

The Authority shall have reasonable non-exclusive use of Station 6 parking area, together with the right of reasonable ingress and egress to the Facility and parking area. The Authority shall have access to the Facility on a twenty-four (24) hour per day, seven (7) day per week basis.

7. DAMAGE OR DESTRUCTION. In the event that the Facility should be damaged by fire or any other cause during the term of this Lease or extension thereof, other than through the fault or negligence of Authority, repairs shall be made by City, at its sole expense, and with all reasonable dispatch, and Authority shall be allowed a reduction of rent in proportion to the ratio of the damaged area to the entire Facility. Such reduction of rent shall continue during the time required for City to make such repairs. If, in the opinion of the City, Authority can use and occupy the Facility without substantial inconvenience, there shall be no reduction of rent.

In the event damage by fire or other cause, other than through the fault or negligence of Authority, amounts to the substantial destruction of the Facility which cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction; if the Lease is not so terminated,

Authority shall not be liable for any rent until repairs and reconstruction have been made by City, so that the Facility is again ready for occupancy.

Subject to City approval relative to repairs, Authority shall make, at its sole expense, all repairs to the Facility required by reason of the fault or negligence of Authority, officers, employees, or persons using the Facility to conduct business with Authority.

8. IMPROVEMENTS AND INSTALLATION. The Authority may install any and all equipment necessary or desirable for the Authority's operation of the Communication Dispatch Center. All such equipment shall be removed at or before termination of this Lease, or extension thereof, all damage to the Facility occasioned by such installation or removal shall be repaired by the Authority.

Upon vacation, the Authority shall deliver possession of the Facility to the City in the same condition that existed at the beginning of this Lease, ordinary wear and tear and damage by the elements excepted.

9. ALTERATIONS. All alterations or additions which alter the mechanical, electrical, air movement systems and overall general configuration design must be approved by the City and shall be made at the sole cost and expense of the Authority. Such additions or alterations shall on expiration or sooner termination of this Lease become property of the City and remain on said Facility, except the City has the option to require the Authority at its own expense, to restore the Facility to the configuration existing prior to any alteration(s) or addition(s).

10. QUIET POSSESSION. Authority, paying the said rent, as well as performing the covenants and agreements aforesaid, shall and may at all times during the said term peaceably and quietly have, hold and enjoy the Facility for the term aforesaid. If City for any reason whatsoever cannot deliver possession of the Facility to Authority at commencement of said term as hereinbefore specified, or if Authority is dispossessed through action of a title superior to City's, then and in either of such events this Lease shall not be void or voidable nor shall City be liable to Authority for any loss or damage resulting therefrom; but there shall be determined and stated in writing by the City Manager a proportionate reduction of the rent covering the period or periods during which Authority is prevented from having the quiet possession of the Facility.

11. NOTICE. Any notice or notices provided by this Lease or required by law to be given or served upon City or Authority may be given or served by depositing the same in the United States Mail, postage prepaid, addressed to the City Manager, City Hall, 200 Civic Center Way, El Cajon, California 92020, or addressed to Heartland Communications Facility Authority, 100 East Lexington, El Cajon, California 92020, or to such other address as City or Authority may subsequently specify in writing, or said notices may be personally served upon the City Manager or upon the Chair of the Board.

12. DEFAULT. In the event that City or Authority shall default in the performance of any term or condition of this Lease and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or

defaults complained of, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

13. GENERAL CONDITIONS.

- (a) Waste; Care of Premises. Authority shall give prompt notice to City of any damage to the Facility and shall not commit, or suffer to be committed, any waste or injury, or any public or private nuisance on the Facility.
- (b) Insurance. Effective upon the date Authority takes possession of the Facility, Authority will include said Facility in its insurance program which shall insure City and Authority against liability for injury or damage to persons or property in or about the Facility as a result of Authority's occupancy and use. Insurance coverage shall be in the amount of \$1,000,000 with a written obligation on the part of the carrier to notify City in writing prior to policy expiration or cancellation. Authority is not required to provide insurance of the type of limits described above if such insurance is not available in the open market from a reputable insurance carrier.
- (c) Lease Subordination. This Lease is subject to Section 5 of the Agreement and subsequent amendments thereto.

14. EXECUTION. This Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same lease, and it is also understood and agreed that the separate counterparts of this Lease may be separately executed by City and Authority, all with the same full force and effect as though the same counterpart had been executed simultaneously by both City and Authority.

15. ENTIRE LEASE. The parties hereto have herein set forth the entirety of their agreement.

[Remainder of page intentionally left blank]

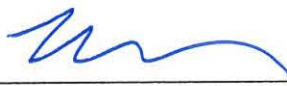
[Signatures on following page]


LESSOR: CITY OF EL CAJON

BY: 
Mayor

ATTEST: 
City Clerk

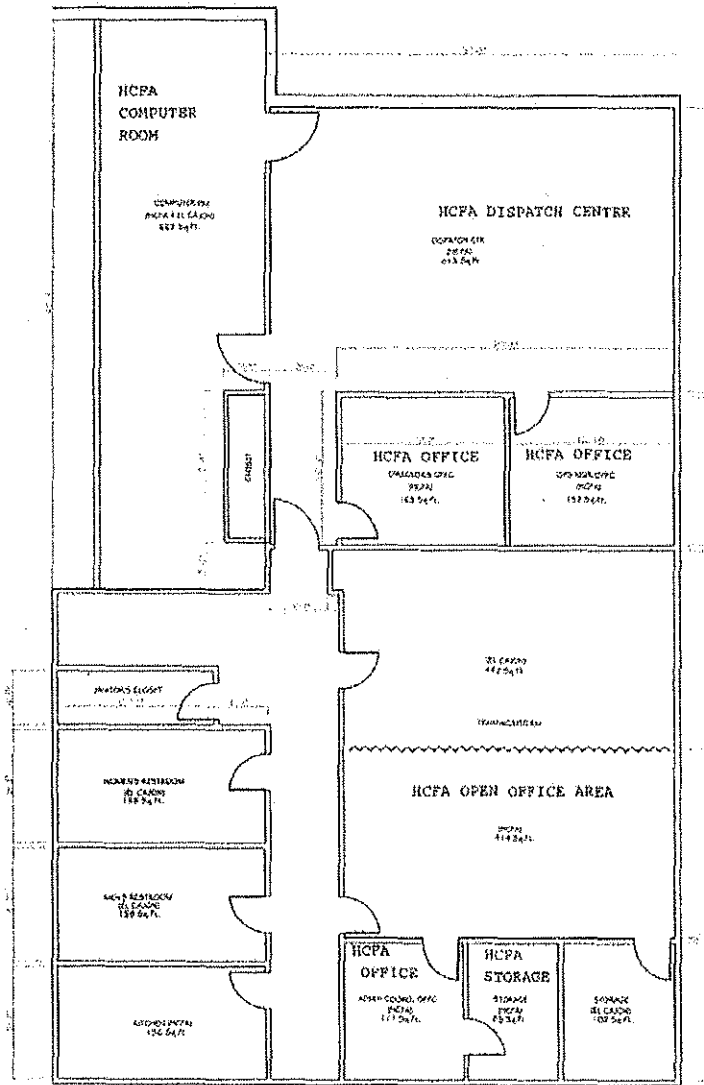
LESSEE: AUTHORITY

BY: 
Chair of Board of Chiefs

ATTEST: 
Secretary/Clerk

IN WITNESS HEREOF, the parties hereto have set their hands on the date first above written.

Council Date: 09/14/21
Resolution No. 069-21



2,167 SQUARE FEET DEDICATED TO HCFA

Scale: 1/8" = 1'-0"

EXHIBIT A

RIDER No. 1
TO THE HEARTLAND COMMUNICATIONS FACILITY
AMENDED AND RESTATED LEASE

THIS RIDER No. 1 TO THE HEARTLAND COMMUNICATIONS FACILITY AMENDED AND RESTATED LEASE (the "Rider") is made and entered into as of ___ day of _____, 2022 by and between the City of El Cajon, a charter city and municipal corporation ("Landlord") and the Heartland Communications Facility Authority, a California joint powers authority ("Tenant").

RECITALS

- A. Landlord and Tenant entered into a lease agreement entitled HEARTLAND COMMUNICATIONS FACILITY AMENDED AND RESTATED LEASE (the "Lease") dated July 1, 2021, pursuant to which parties agreed that Tenant will lease approximately 2,367 rentable square feet of space in Station 6, located at 100 East Lexington Avenue, El Cajon California (the "Premises").
- B. Landlord has reduced its occupancy at the Premises, allowing Tenant to expand its operations to the upper level of the Premises with new tenant improvements and additional square footage (estimated to be approximately 6,302 of combined square feet).
- C. Pursuant to the Lease, the parties agreed that the Tenant may utilize some or all of the upper floor for its administrative operations, thereby abandoning part of its leasehold interest in the lower floor and expanding some of its operations onto the second floor (the "Replacement Occupancy").
- D. The parties now desire to enter into this Rider relating to the design, engineering, and construction of certain tenant improvement work within the Premises and providing for reimbursement said improvements to ensure completion of such work in a timely manner.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual promises and covenants contained in this Rider, the Parties hereto hereby agree as follows:

- 1. Commencement of Tenant Improvement
Design, Engineering and Construction Work

Pursuant to this Rider, Landlord agrees to facilitate facility improvements, including but not limited to the preparation of construction drawings, ordering of necessary materials, and construction, in order to prepare the Premises for Tenant's occupancy with a target Replacement Occupancy commencement date of December 2023.

2. Reimbursement for Tenant Improvement Design, Engineering and Construction Work

Tenant acknowledges that the tenant improvement work is in many respects highly specialized for Tenant's expected use of the Premises. In consideration of the foregoing, Tenant hereby agrees that it shall pay and reimburse Landlord each month, upon demand, one hundred percent (100%) of any and all out-of-pocket costs incurred by Landlord in connection with the above-described tenant improvement work ("Landlord's Costs"), not to exceed two-million dollars (\$2,000,000) in the aggregate. Because HCFA, as Tenant, has the fiduciary responsibility to the Authority for distribution of all funds, the Director shall be signatory on all invoices for reimbursement of costs to the Landlord with regards to the remodel project. Tenant agrees that it will reimburse all of Landlord's Costs in a timely manner, and not later than prior to Replacement Occupancy. Furthermore, in the event Tenant fails to reimburse Landlord's Costs within thirty (30) days after Landlord's submission of any monthly reimbursement request for any reason other than Landlord's refusal to proceed in good faith with respect to the Lease (including this Rider), Landlord shall be relieved of any further obligations to continue with such tenant improvement work until and unless reimbursement payments are brought current. In all events, Landlord shall retain title to any drawings, plans, materials or work generated pursuant to this Rider.

Any significant change orders that would impact the specific operations or functions of the Tenant shall be reviewed and mutually agreed upon by both Tenant and the City of El Cajon. In addition, any change orders proposed for the sole benefit of the City of El Cajon as Landlord would be financially compensated by the City and not the Tenant.

3. Description of the Premises

Tenant's current spaces on the lower level of the Premises, as delineated in Exhibit "A" to the Lease, were identified as being approximately 2,367 square feet. That square footage was only an estimate. A new Exhibit "A" reflecting more accurate plans and square footage of approximately 6,302 square feet is attached to this Rider for reference.

The final layout of the space and square footage will be calculated after the tenant improvements on the lower and upper levels are completed. These final calculations will comprise a second new Exhibit "A" to accurately reflect the precise size and dimensions of the Premises if they differ from this new Exhibit "A."

4. Attorneys' Fees

In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements on the part of the other party arising out of the Lease or this Rider, then the prevailing party in such action or dispute, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including actual attorney's fees.

5. Time of Essence

Time is of the essence in connection with each and every provision of this Rider.

6. Waiver

No claim of waiver, consent or acquiescence with respect to any provision of this Rider shall be made against either party except on the basis of a written instrument executed by the party to be charged.

7. Counterparts

This Rider may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Rider.

8. Rent Increase

The base rent of \$1.87 per square foot will remain as set out in the Lease during the tenant improvements. Rent increases and additional rent amounts shall be calculated and applied at the time Tenant occupies the Premises and the square footage of the Premises is recalculated.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Rider as of the date first set forth above.

LANDLORD: CITY OF EL CAJON

BY: _____
Mayor

ATTEST: _____
City Clerk

TENANT: HEARTLAND COMMUNICATIONS FACILITY AUTHORITY

BY: _____
Chair of Board of Chiefs

ATTEST: _____
Secretary/Clerk

Council Date: _____
Resolution No. _____

Exhibit A

Lower Level (2,949 Square Feet Leased Space)

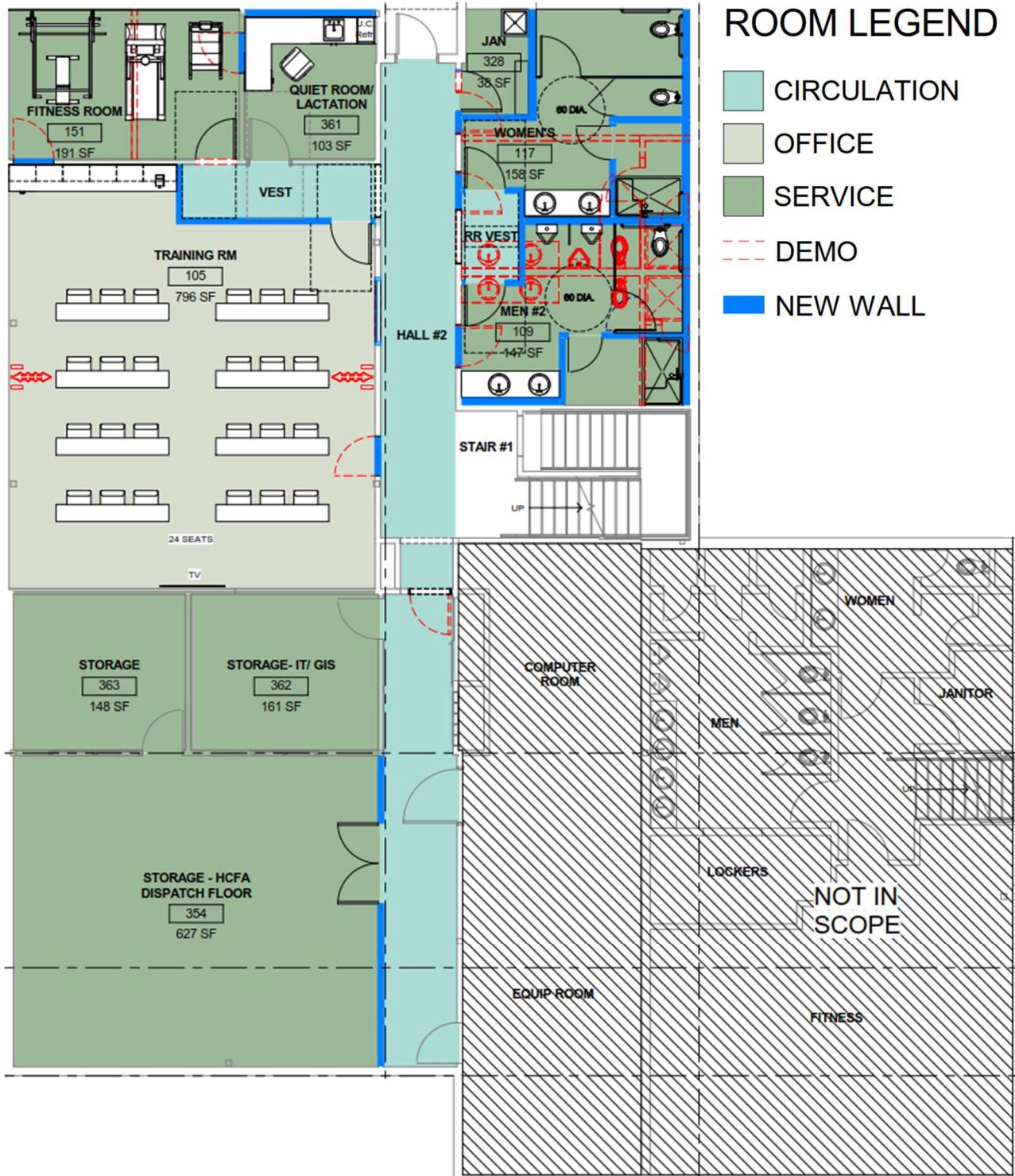
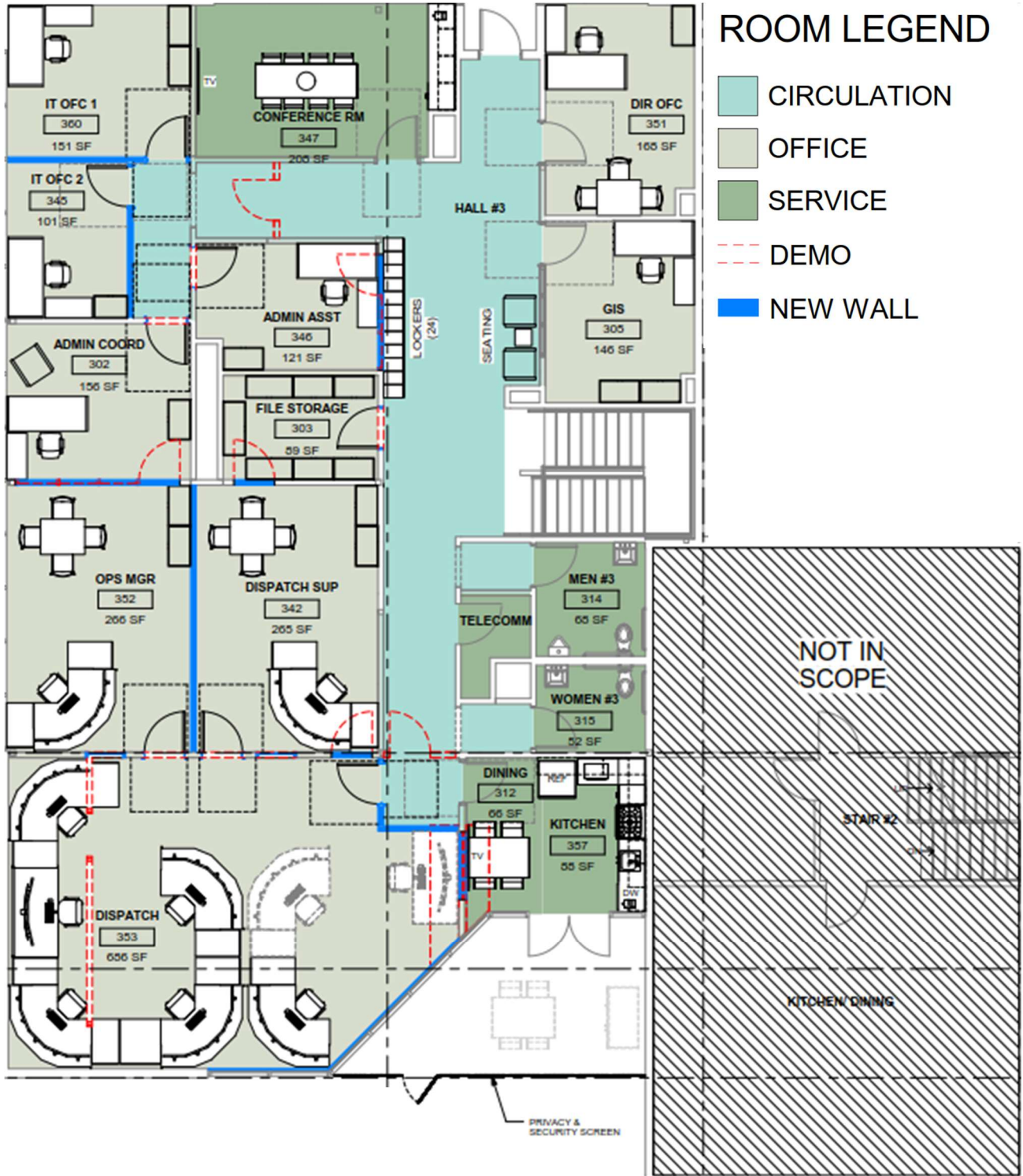


Exhibit A

Upper Level (3,353 Square Feet Leased Space)





City Council
Agenda Report

DATE: August 9, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Rejection of Bid No. 007-23 – Herbicide Application in the Public Rights-Of-Way and Storm Water Conveyances (Various Locations)

RECOMMENDATION:

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

1. Reject the bid due to the absence of bid submissions; and
2. Direct the Purchasing Agent to proceed with an open market purchase.

BACKGROUND:

On June 28, 2022, the City Council approved the Fiscal Year 2022-2023 budget for wastewater and parks repairs and maintenance. The City is in the need of a service for a comprehensive annual herbicide application/weed abatement program for public rights-of-way and stormwater conveyance channels. The City for this service for four one-year renewal options. No responses were received before 2:00 p.m. on July 14, 2022.

Pursuant to Public Contract Code Section 20166, in its discretion, the legislative body may reject any bids presented and readvertise. If two or more bids are the same and the lowest, the legislative body may accept the one it chooses. If no bids are received, the legislative body may have the project done without further complying with this chapter.

Staff recommends rejection of the bid and authorization to perform an open market purchase, concluding it is in the City's best interest to waive the bidding requirement.

FISCAL IMPACT:

The estimated fiscal impact for the initial one-year term is \$203,000. Sufficient funds are included in the proposed Fiscal Year 2022-23 budget: Public Works - Parks (101530) and Wastewater – Maintenance (650720). Subsequent 4-year costs, factoring in a 6% increase, are estimated to total \$941,331.

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. ___-22

RESOLUTION REJECTING BID NO. 007-23 FOR
HERBICIDE APPLICATION IN THE PUBLIC RIGHTS-OF-WAY
AND STORM WATER CONVEYANCES (VARIOUS LOCATIONS)
DUE TO ABSENCE OF BID SUBMISSIONS, AND AUTHORIZING
AN ALTERNATIVE PROCUREMENT OPTION

WHEREAS, on June 28, 2022, the City Council approved the Fiscal Year 2022-2023 budget for wastewater and parks repairs and maintenance; and

WHEREAS, Bid No. 007-23 for Herbicide Application in the Public Rights-of-Way and Storm Water Conveyances (Various Locations) (the "Bid") included comprehensive annual herbicide application/weed abatement program for public rights-of-way and storm water conveyance channels at various locations in the City of El Cajon (the "City"), for a one (1) year term, with four (4) one-year renewal options; and

WHEREAS, no responses were received prior to the deadline of 2:00 p.m. on July 14, 2022; and

WHEREAS, pursuant to Public Contract Code section 20166, in its discretion, the legislative body may reject any bids presented and, if no bids are received, the legislative body may have the project done without further compliance with the Local Agency Public Construction Act (Public Contract Code section 20100, et seq.); and

WHEREAS, due to the absence of bid submissions, staff recommends the City Council rejects the Bid, waives the bidding requirements, and authorizes the City's Purchasing Agent to proceed with an open market purchase; and

WHEREAS, the estimated fiscal impact for the initial one-year term is \$203,000, and sufficient funds are included in the proposed Fiscal Year 2022-23 budget: Public Works – Parks and Wastewater – Maintenance accounts, and

WHEREAS, subsequent 4-year costs, factoring in a 6% increase, are estimated to total \$941,331; and

WHEREAS, the City Council believes it to be in the best interest of the City to reject the Bid due to the absence of bid submissions, waive the bidding requirement for the Project, and authorize the City's Purchasing Agent to proceed with an open market purchase as recommended by staff.

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

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

2. The City Council hereby rejects the Bid due to the reasons stated above, waives the bidding requirement for the Project, and authorizes the City's Purchasing Agent to proceed with an open market purchase as recommended by staff.

08/09/22 CC Agenda

Reso - Bid 007-23 – Herbicide Application – Reject & Open Mkt Purchase 072522



City Council Agenda Report

Agenda Item 6.

DATE: August 9, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Award of Bid No. 005-23 – Madison Avenue Safety Improvements

RECOMMENDATION:

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

1. Approve Plans and Specifications for Madison Avenue Safety Improvements, Bid No. 005-23; and
2. Award the bid to the lowest responsive, responsible bidder, DBX, Inc., in the base bid amount of \$4,164,664 contingent upon funding approval.
3. Appropriate an additional \$500,000 of available TransNet Funds (EL03) to increase the budget for the Madison Avenue Safety Improvements Project (203689PWCP).

BACKGROUND:

The Madison Avenue Safety Improvements project will promote safety along Madison Avenue between North Johnson Avenue and east of North Second Street by furnishing and installing bicycle lanes, bicycle detection at traffic signals, rectangular rapid flashing beacons, curb ramps and extensions, and new street lighting.

This bid was advertised on May 26, 2022. The City received four bids on July 7, 2022, and evaluated the three lowest submissions.

The specifications include an Additive Alternate consisting of furnishing and installing a safety analytics system that identifies near-miss events or conflicts involving vehicles at a location with real-time video data.

The California Public Contract Code allows the City to specify which award method will be utilized to determine the lowest bid. Per the bid specifications, the lowest bid shall be determined based on the lowest total of the bid prices on the base contract and those additive or deductive items specifically identified in the bid solicitation as being used to determine the lowest bid price. This language does not preclude the City from adding or deducting any additive items after the lowest responsible bidder has been determined. After examining the bid, the Additive Alternate will not be included in the award.

An increase to the existing project budget in the amount of \$500,000 is requested for unanticipated increases in construction costs. The Consumer Price Index is at a 40 year high, and has contributed to substantial increases in material and labor costs in the construction industry.

Staff recommends awarding the bid to the lowest responsive, responsible bidder, DBX, Inc., in the amount of \$4,164,664. The summary of bids is attached, and complete proposals are on file in the Purchasing Division.

FISCAL IMPACT:

The fiscal impact of award is \$4,164,664. This project is funded by the Highway Safety Improvement Program (HSIP) and local TransNet funding. Funds are available in Fiscal Year 2022-23 Annual Budget: Madison Avenue Safety Improvements (203689PWCP) and contingent upon approval of additional funding. The appropriation of additional funds will increase the project budget to \$4,571,900.

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 - 005-23

RESOLUTION NO. __-22

RESOLUTION APPROVING
PLANS AND SPECIFICATIONS FOR
MADISON AVENUE SAFETY IMPROVEMENTS
(Bid No. 005-23)

WHEREAS, the Director of Public Works has submitted plans and specifications for the Madison Avenue Safety Improvements project (the "Project"); and

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

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

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

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

RESOLUTION NO. __-22

RESOLUTION AWARDING BID FOR
MADISON AVENUE SAFETY IMPROVEMENTS
(Bid No. 005-23)

WHEREAS, the Madison Avenue Safety Improvements project (the "Project") will promote safety in the City of El Cajon (the "City") along Madison Avenue between North Johnson Avenue and east of North Second Street by furnishing and installing bicycle lanes, bicycle detection at traffic signals, rectangular rapid flashing beacons, curb ramps and extensions, and new street lighting; and

WHEREAS, the Project was advertised on May 26, 2022, and

WHEREAS, four (4) bids were received and opened at 2:00 p.m. on July 7, 2022, and the three (3) lowest submissions were evaluated; and

WHEREAS, the specifications include an Additive Alternate consisting of furnishing and installing a safety analytics system which identifies near-miss events or conflicts involving vehicles at a location with real-time video data; and

WHEREAS, the California Public Contract Code allows the City to specify which award method will be utilized to determine the lowest bid, and in accordance with the bid specifications, the lowest bid shall be determined based on the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price; and

WHEREAS, this language does not preclude the City from adding or deducting any additive items after the lowest responsible bidder has been determined, and after examining the bid, the Additive Alternate will not be included in the award; and

WHEREAS, staff recommends awarding the bid to the lowest responsive, responsible bidder, DBX, Inc., in the amount of \$4,164,664.00; and

WHEREAS, the Project is funded by the Highway Safety Improvement Program and local TransNet funding, and funds are available in Fiscal Year 2022-23 Annual Budget: Madison Avenue Safety Improvements and contingent upon approval of additional funding; and

WHEREAS, the City Council believes it to be in the best interests of the City to award the bid to the lowest responsive, responsible bidder, in the amount of \$4,164,664.00.

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

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

2. The City Council hereby awards the bid for the Project to the lowest responsive, responsible bidder:

DBX, Inc.

in an amount not to exceed \$4,164,664.00, contingent upon funding approval.

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

08/09/22 CC Agenda
Reso - Bid 005-23 – Madison Ave Safety Imprvmts – Awd (DBX) 072622



City of El Cajon – Purchasing Division

BID EVALUATION

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

Bid No. 005-23	Bid Name: Madison Avenue Safety Improvements
Solicitation Due Date/Time: July 7, 2022/ 2:00 p.m.	Initial Date of Advertisement: May 26, 2022
Number of Responses Received: 4	Bid Estimate: \$3,400,000 (Base Bid) \$200,000 (Additive Alternate)

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

Vendor	Vendor Type	Bid Amount	Format	Submit Date	Status
DBX, Inc.	CADIR	\$4,395,464.00	Electronic	07/07/2022 1:50:41 PM	Submitted
Granite Construction Co.		\$4,419,925.68	Electronic	07/07/2022 1:53:45 PM	Submitted
Blue Pacific Engineering		\$5,157,239.65	Electronic	07/07/2022 1:52:17 PM	Submitted
WCGG/HMS, A Joint Venture	CADIR	\$5,958,809.50	Electronic	07/07/2022 1:29:41 PM	Submitted

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

	DBX, Inc.	Granite Construction Co.	Blue Pacific Engineering	WCGG/HMS, A Joint Venture
Base Bid	\$4,164,664.00	\$4,139,925.68	\$4,900,239.65	\$5,718,809.50
Additive Alternate	\$230,800.00	\$280,000.00	\$257,000.00	\$240,000.00
	\$4,395,464.00	\$4,419,925.68	\$5,157,239.65	\$5,958,809.50

BID EVALUATION (TOP TWO LOWEST RESPONSES):

Bidder	Bid Responsiveness	Notes
DBX, Inc.	Yes	Did not complete the Designation of subcontractors form, rather included subcontractor information under the "Subcontractors" tab on PlanetBids and on form Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) Part 1, which satisfies PCC 4104 requirements.
Granite Construction Co.	Yes	Equal Employment Opportunity Certification forms are required for each subcontractor listed on bid. The City provided additional time for the vendor to submit the forms and vendor complied.
Blue Pacific Engineering	Yes	Submitted electronic bid bond for another project. This is a minor irregularity since the original bid bond cited the correct project. Did not sign Experience Statement form; minor irregularity as this does not create an unfair advantage. Equal Employment Opportunity Certification forms are required for each subcontractor listed on bid. The City provided additional time for the vendor

		to submit the forms and vendor complied.
--	--	--

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

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

LOWEST, RESPONSIVE, RESPONSIBLE BIDDER NAME AND AMOUNT: DBX, INC. - \$4,164,664 (BASE BID) \$230,800 (ADDITIVE ALTERNATE)

PURCHASING DIVISION:

Review Completed By: Mara Romano

Date: July 20, 2022



City Council Agenda Report

Agenda Item 7.

DATE: August 9, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Time extension of Tentative Subdivision Map (TSM) 670; 2000 and 2075 East Madison Avenue; Engineering Job No. 3562.

RECOMMENDATION:

That the City Council grants a one-year time extension for Tentative Subdivision Map 670 (2000 and 2075 East Madison Avenue) and sets the new expiration date to September 24, 2023, per Municipal Code Section 16.12.110.

BACKGROUND:

Public Works staff received a letter (copy attached) from the property owner dated July 19, 2022, requesting a time extension for Tentative Subdivision Map (TSM) 670. Resolution No. 092-19 conditionally approved TSM 670 with an expiration date of September 24, 2021. Section 16.12.110 of the Municipal Code allows for three one-year extensions. This request is the second of three allowable map time extensions.

This project proposes a residential subdivision consisting of nineteen (19) residential lots and four (4) common lots on two (2) non-contiguous parcels located on the north and south sides of East Madison Avenue between Granite Hills Drive and Greenfield Drive and addressed as 2000 and 2075 East Madison Avenue in the RS-14 (Residential, Single-Family, Minimum 14,000 Square Feet Lots) zone; APNS: 508-120-18 and 512-130-35.

FISCAL IMPACT:

None. All costs are paid by the developer.

Prepared By: Jaime Campos

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Letter Map Extension Request
Tentative Subdivision Map (TSM) 670



SHADOW MOUNTAIN COMMUNITY CHURCH
EL CAJON CAMPUS

DR. DAVID JEREMIAH
SENIOR PASTOR

Home of:
Christian Unified
Schools
Southern California
Seminary
Turning Point
Radio and Television
Ministry

July 19, 2022

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

Attn: Jaime Campos

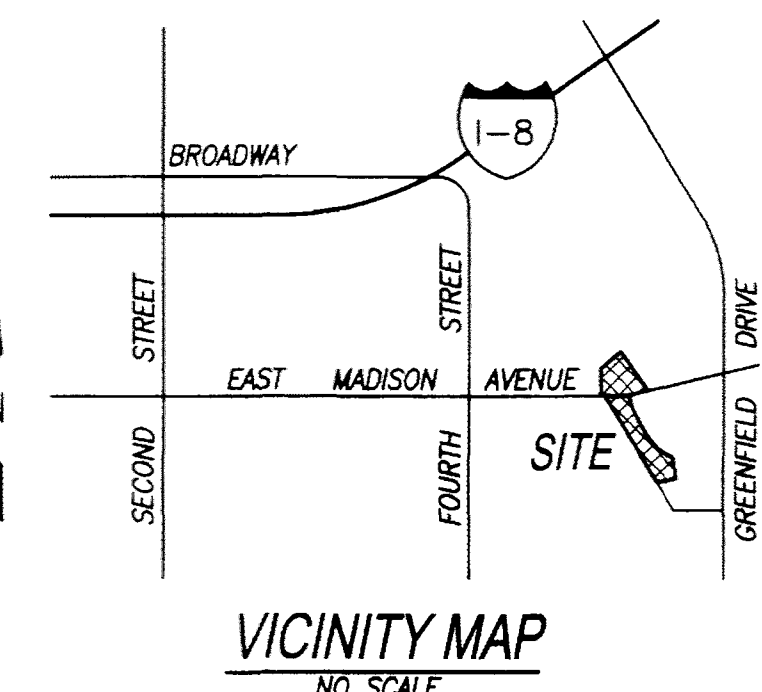
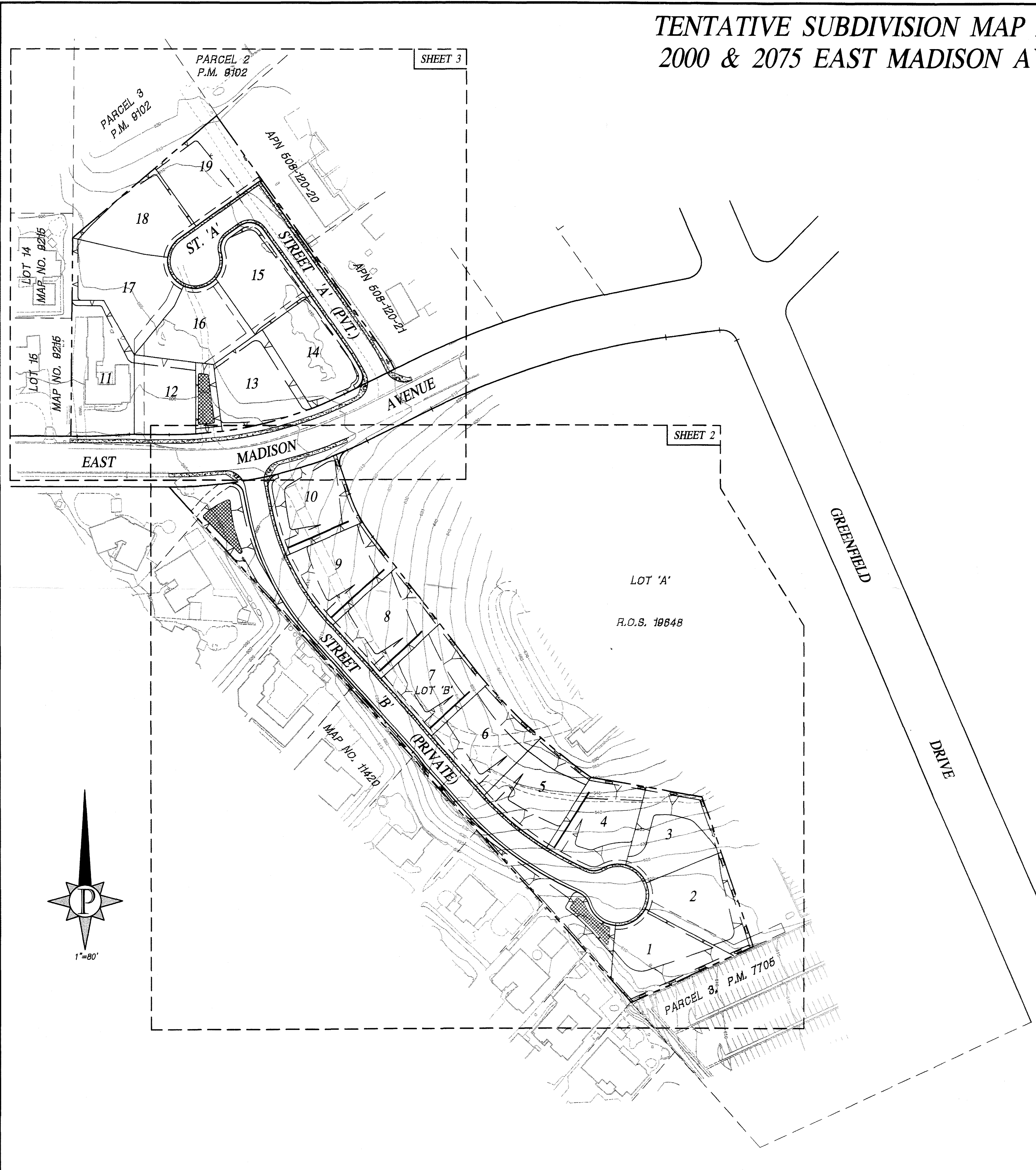
Shadow Mountain Community Church is requesting that our existing TSM 670 be extended for an additional year. We were unable to acquire a developer for the property and therefore additional time is necessary to be able to complete the sale of the property.

Included is a check in the amount of \$425 for the Map Extension fee.

Sincerely,

Bryan Snow, Executive Pastor

TENTATIVE SUBDIVISION MAP NO. 670 2000 & 2075 EAST MADISON AVENUE



SITE DATA

PROPOSED DEVELOPMENT
 - 18 NEW SINGLE-FAMILY RESIDENTIAL LOTS
 - 2 PRIVATE STREETS
 - 1 EXISTING SINGLE-FAMILY HOUSE TO REMAIN

AREAS
 GROSS AREA = 358,622 sf (8.23 ac)
 NET AREA = 358,622 sf (8.23 ac)

ZONING
 EXISTING GENERAL PLAN DESIGNATION = PAROCHIAL SCHOOL & LOW-LOW RESIDENTIAL
 PROPOSED GENERAL PLAN DESIGNATION = LOW-LOW RESIDENTIAL
 EXISTING ZONING = RS-20
 PROPOSED ZONING = RS-14

LEGAL DESCRIPTION

2000 EAST MADISON AVENUE:
 A PORTION OF LOT 3 IN BLOCK 32 OF THE SUBDIVISION OF THE "S" TRACT OF RANCHO EL CAJON, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, RECORDED IN BOOK 170, PAGE 71 OF DEEDS, RECORDS OF SAN DIEGO COUNTY.

2075 EAST MADISON AVENUE:
 LOT 'B' PER GRANT DEED RECORDED ON MARCH 29, 2007 AS INSTRUMENT NO. 2007-212390, O.R., IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

OWNER / DEVELOPER

SHADOW MOUNTAIN COMMUNITY CHURCH
 2100 GREENFIELD DRIVE
 EL CAJON, CA 92019
 (619) 440-1802
 Bryan Snow, C.O.O. DATE 6-20-19

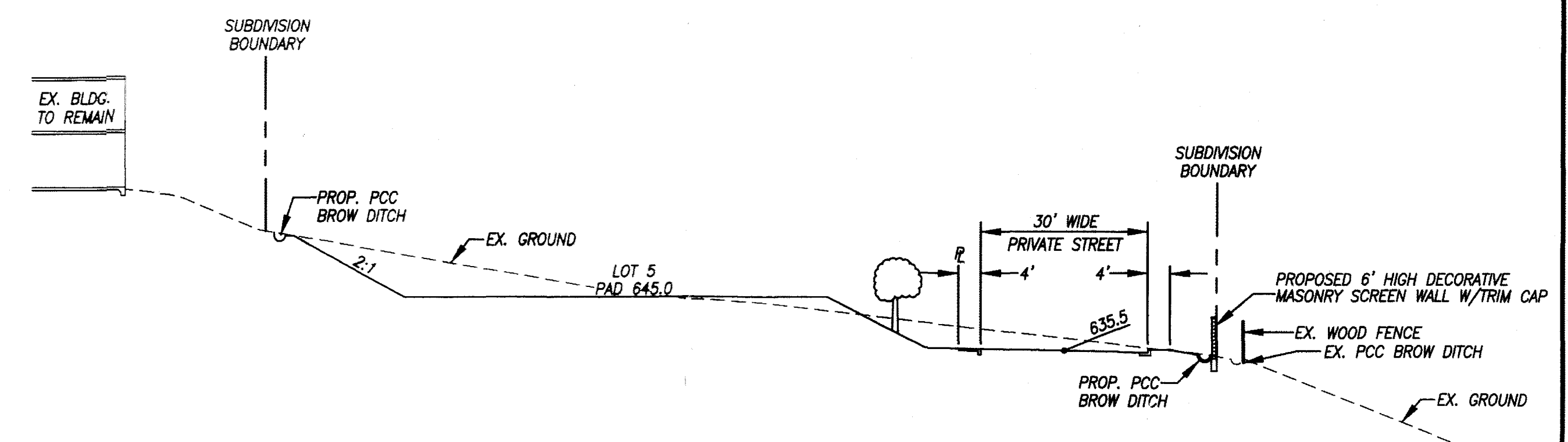
ENGINEER OF WORK

POLARIS DEVELOPMENT CONSULTANTS
 2514 JAMACHA ROAD, SUITE 502-31
 EL CAJON, CA 92019
 (619) 248-2932
 Joel A. Waymire, R.C.E. 56258, EXP. 12/31/20 DATE 6/19/19



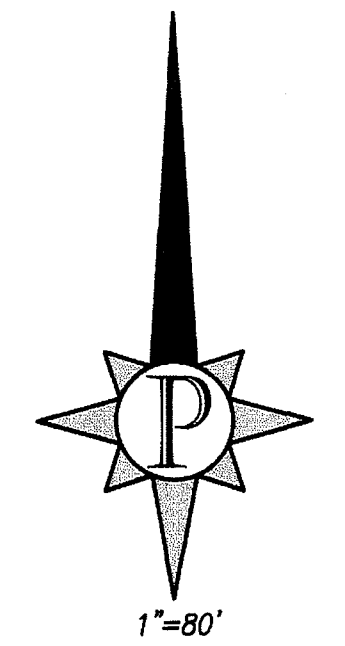
SERVICE DISTRICTS

WATER DISTRICT: HELIX WATER DISTRICT
 SEWER DISTRICT: CITY OF EL CAJON
 FIRE DISTRICT: HEARTLAND FIRE DISTRICT
 CABLE SERVICE: COX COMMUNICATIONS
 SCHOOL DISTRICT: CAJON VALLEY UNION SCHOOL DISTRICT, GROSSMONT UNION SCHOOL DISTRICT



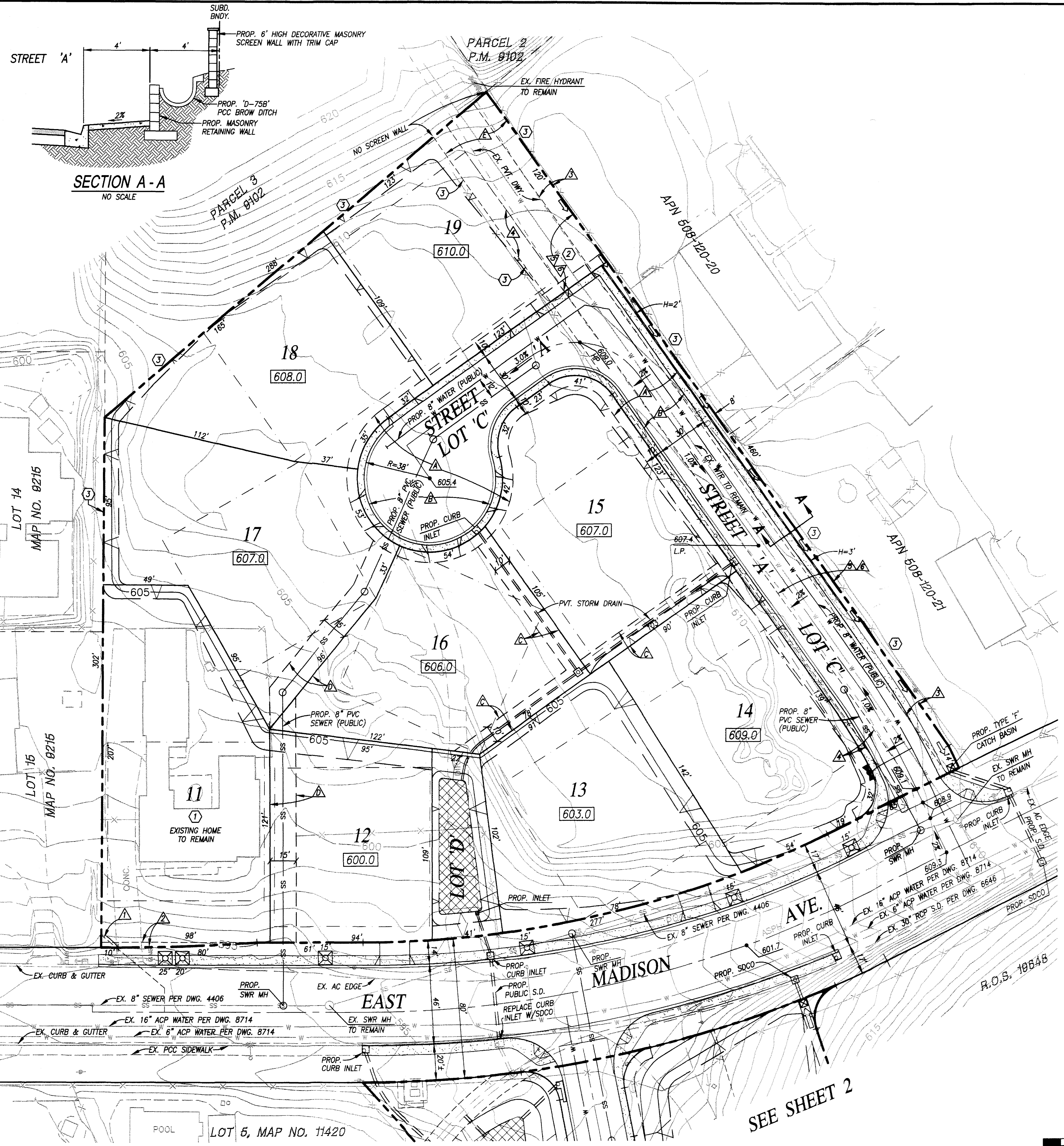
SECTION B - B

SCALE: 1" = 20'
 (SEE SHEET 2 FOR PLAN VIEW)

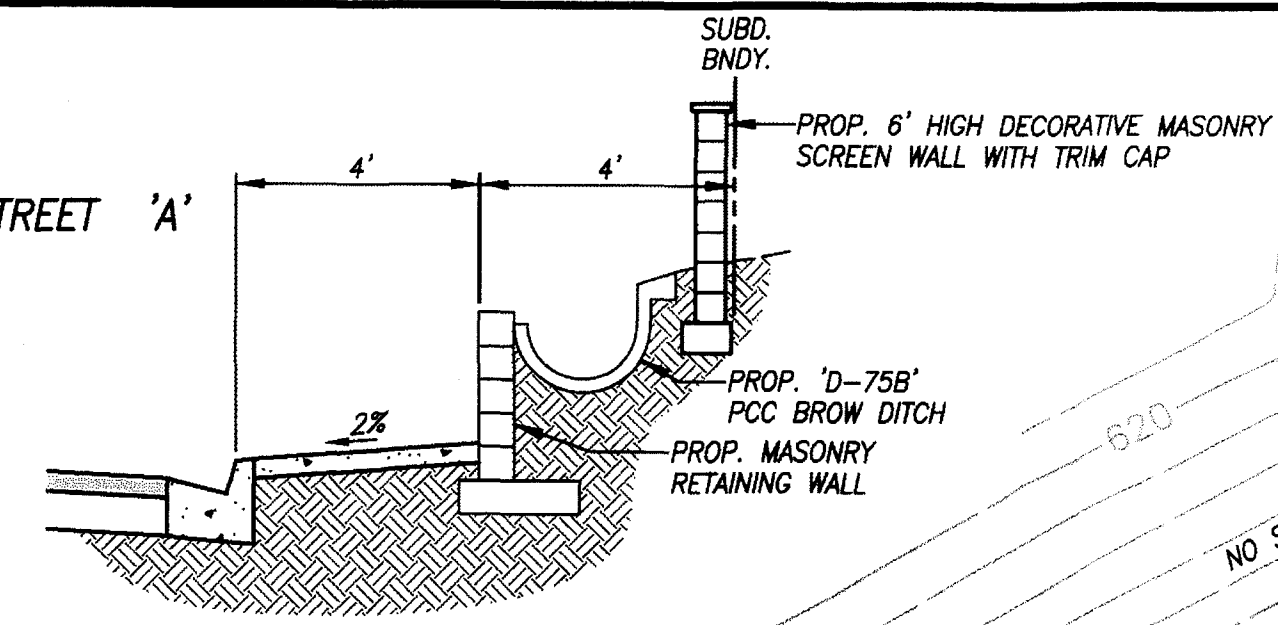


PREPARED 6/01/2019	CITY OF EL CAJON	3 SHEETS
TENTATIVE SUBDIVISION MAP NO. 670		
APPLICANT: SHADOW MOUNTAIN COMMUNITY CHURCH		
2100 GREENFIELD DRIVE EL CAJON, CA 92019		
ASSESSOR PARCEL NUMBERS: 508-120-18, 512-130-35		
REQUEST: TENTATIVE MAP FOR 19 LOT RESIDENTIAL DEVELOPMENT		
DRAWN BY: JOEL A. WAYMIRE - POLARIS DEV. CONSUL.	APPROVED BY:	
ADDRESS: 2514 JAMACHA ROAD, SUITE 502-31 EL CAJON, CA 92019		
PHONE: (619) 248-2932	DATE:	

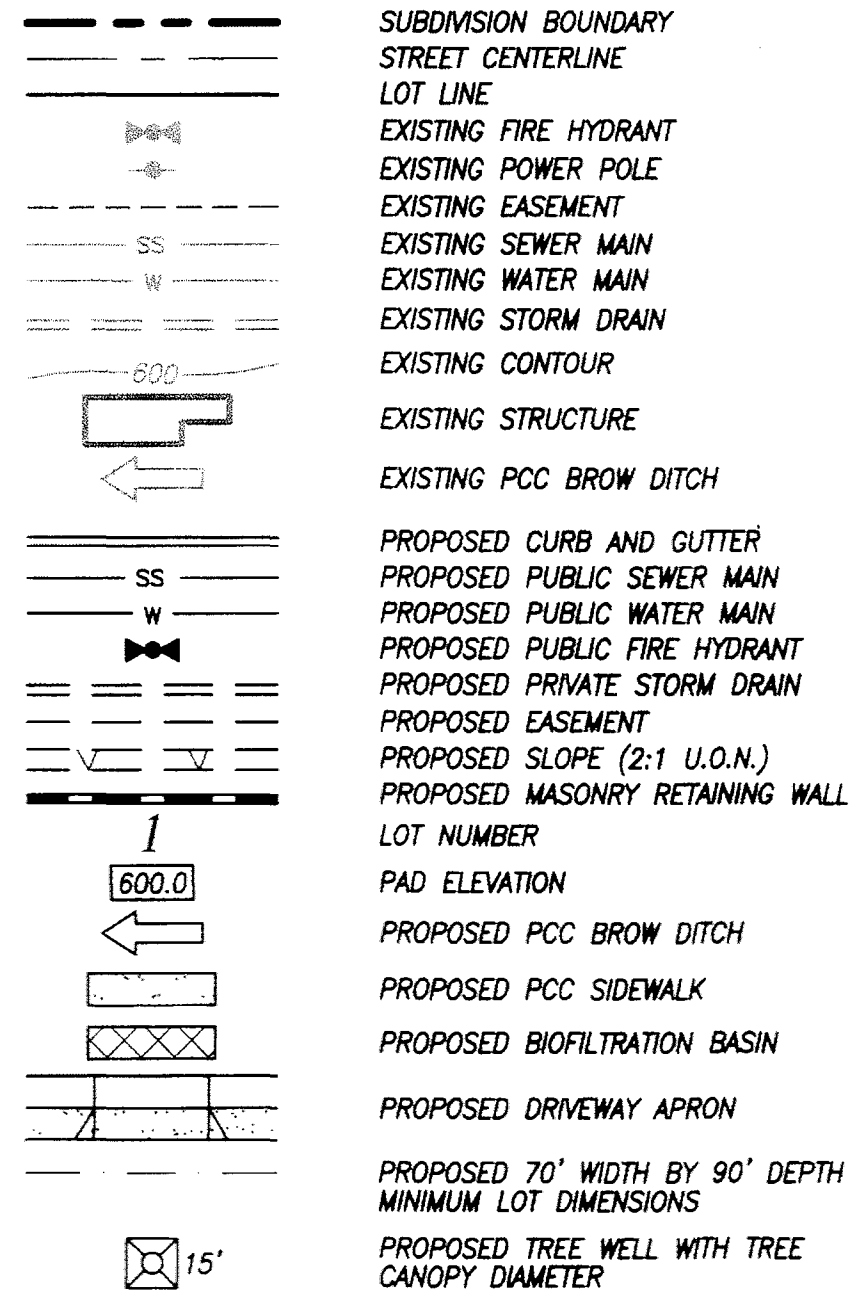
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 Development Consultants, Inc.
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SECTION A-A
NO SCALE



LEGEND



NOTES

- EXISTING HOUSE AND IMPROVEMENTS ON LOT 11 TO REMAIN.
- CONNECT NEW PRIVATE DRIVEWAY TO EXISTING DRIVEWAY.
- PROPOSED 6' HIGH DECORATIVE MASONRY SCREEN WALL WITH TRIM CAP AT SUBDIVISION BOUNDARY.

LOT AREAS

LOT #	LOT AREA (sq ft)
11	17,852
12	10,832
13	14,034
14	14,018
15	14,063
16	13,535
17	16,979
18	12,992
19	14,090
LOT 'C'	23,809
LOT 'D'	3,573
TOTAL	153,775

AVG. LOT SIZE = 14,286 sq ft

LEGAL DESCRIPTION

A PORTION OF LOT 3 IN BLOCK 32 OF THE SUBDIVISION OF THE "S" TRACT OF RANCHO EL CAJON, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, RECORDED IN BOOK 170, PAGE 71 OF DEEDS, RECORDS OF SAN DIEGO COUNTY.

GENERAL NOTES

- THE ON-SITE WATER SYSTEM WILL BE PUBLIC AND MAINTAINED BY THE HELIX WATER DISTRICT.
- THE ON-SITE SEWER SYSTEM WILL BE PUBLIC AND MAINTAINED BY THE CITY OF EL CAJON.
- ON-SITE STORM DRAIN SYSTEM AND STORM WATER TREATMENT DEVICES TO BE PRIVATE AND MAINTAINED BY THE H.O.A.
- EACH LOT WILL RECEIVE ONE 1-INCH WATER LATERAL AND ONE 4-INCH SEWER LATERAL.
- ALL COMMON AREAS AND PRIVATE STREET PARKWAYS TO BE LANDSCAPED AND MAINTAINED BY THE H.O.A.
- PROPOSED RETAINING WALL HEIGHTS FOR FILL SLOPES CANNOT EXCEED 6'.

EARTHWORK VOLUMES (APPROX.)

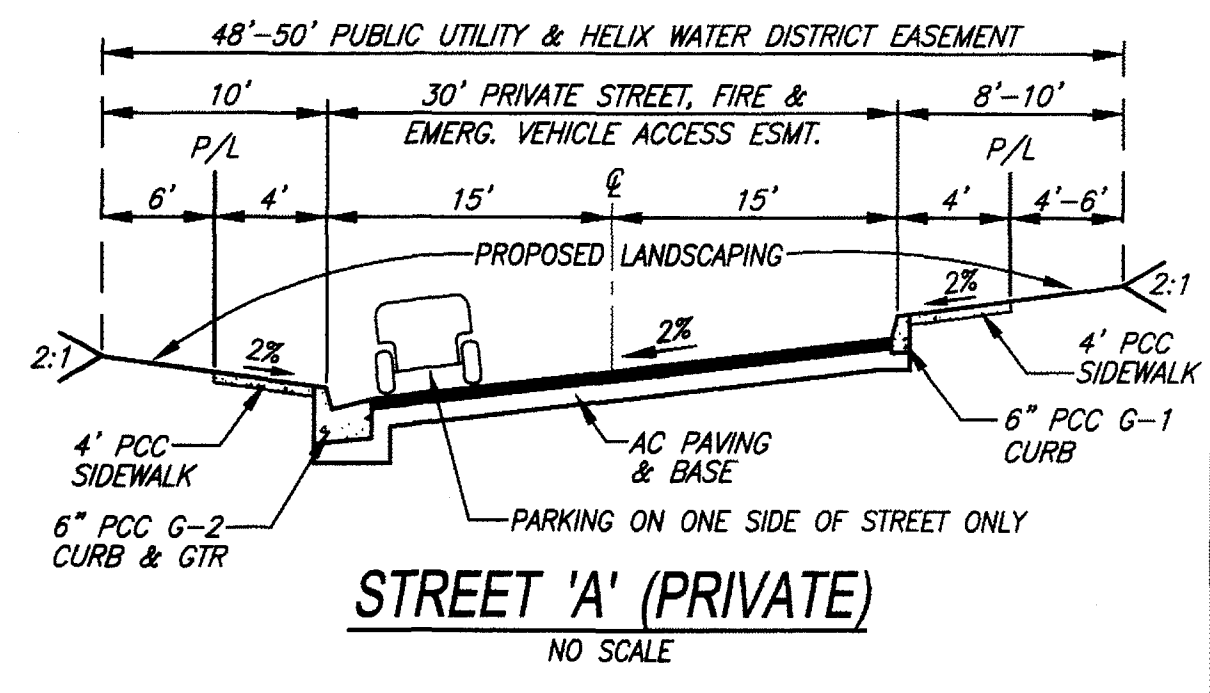
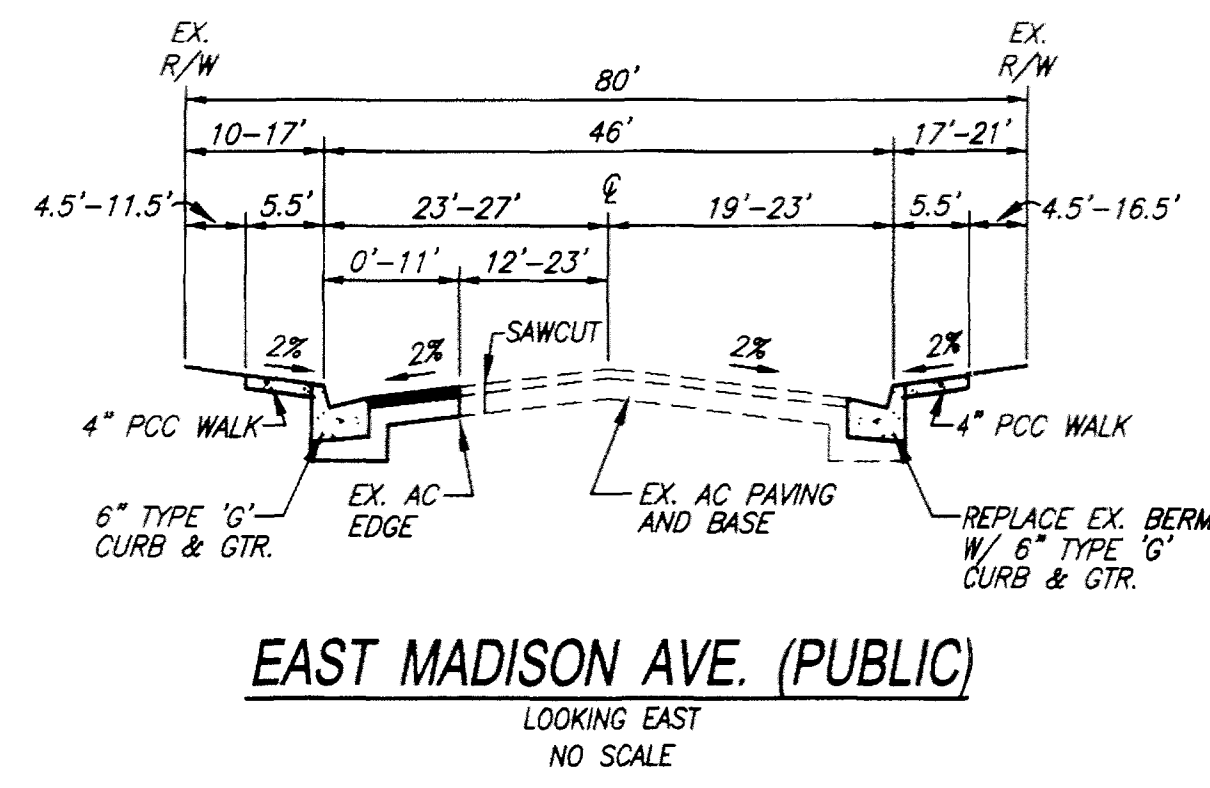
CUT	=	3,300 cy
FILL	=	3,300 cy
BALANCE	=	0 cy

EXISTING EASEMENTS

- AN EASEMENT TO SAN DIEGO GAS & ELECTRIC FOR POLES, WIRES AND INCIDENTAL PURPOSES, RECORDED JANUARY 18, 1945 AS BOOK 1791, PAGE 489, O.R.
- AN EASEMENT TO THE COUNTY OF SAN DIEGO FOR RIGHT OF WAY FOR PUBLIC ROAD AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 11, 1958 AS BOOK 6944, PAGE 439, O.R.
- AN EASEMENT TO SAN DIEGO GAS & ELECTRIC FOR EITHER OR BOTH POLE LINES, UNDERGROUND CONDUITS, INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED APRIL 1, 1974 AS INSTRUMENT NO. 74-080818, O.R.
- AN EASEMENT TO DAVID E. BAKER AND MARY J. BAKER, HUSBAND AND WIFE AS JOINT TENANTS FOR PRIVATE ROAD, UTILITY AND INCIDENTAL PURPOSES, RECORDED AUGUST 9, 1979 AS INSTRUMENT NO. 79-333961, O.R.
- AN EASEMENT TO DAVID E. BAKER AND MARY J. BAKER, HUSBAND AND WIFE AS JOINT TENANTS FOR PRIVATE ROAD, UTILITY AND INCIDENTAL PURPOSES, RECORDED AUGUST 9, 1979 AS INSTRUMENT NO. 79-333962, O.R.
- AN EASEMENT TO THE HELIX WATER DISTRICT FOR UNDERGROUND WATER PIPELINE(S) AND INCIDENTAL PURPOSES, RECORDED AUGUST 16, 1979 AS INSTRUMENT NO. 79-344399, O.R.

PROPOSED EASEMENTS

- PUBLIC UTILITY EASEMENT AND HELIX WATER DISTRICT WATER EASEMENT.
- PRIVATE STREET, FIRE, AND EMERGENCY VEHICULAR ACCESS EASEMENT.
- PRIVATE DRAINAGE EASEMENT TO THE H.O.A. FOR MAINTENANCE OF STORM DRAINS AND BIOTRETENTION BASIN.
- PUBLIC SEWER EASEMENT TO THE CITY OF EL CAJON.
- PRIVATE MAINTENANCE EASEMENT TO THE H.O.A. FOR MAINTENANCE OF PRIVATE DRIVEWAY AND LANDSCAPING ON A PORTION OF LOT 19.



2000 EAST MADISON AVENUE

PREPARED 6/01/2019

SHEET 3 CITY OF EL CAJON 3 SHEETS

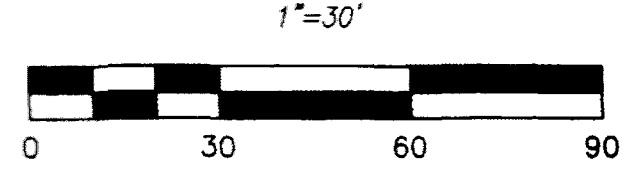
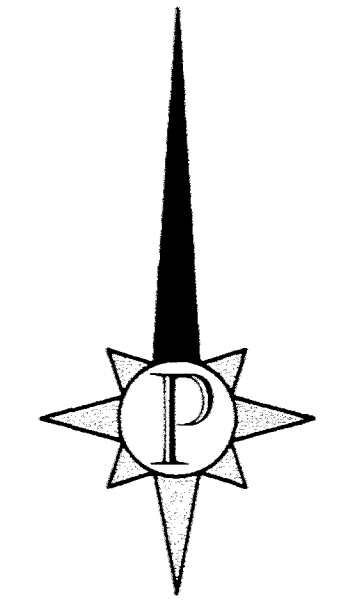
TENTATIVE SUBDIVISION MAP NO. 670

APPLICANT: SHADOW MOUNTAIN COMMUNITY CHURCH
2100 GREENFIELD DRIVE
EL CAJON, CA 92019

ASSESSOR PARCEL NUMBERS: 508-120-18, 512-130-35

REQUEST: TENTATIVE MAP FOR 19 LOT RESIDENTIAL DEVELOPMENT

DRAWN BY: JOEL A. WAYMIRE - POLARIS DEV. CONSUL. APPROVED BY:
ADDRESS: 2514 JAMACHA ROAD, SUITE 502-31
EL CAJON, CA 92019
PHONE: (619) 248-2932 DATE:



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SEE SHEET 2

LOT AREAS

LOT #	LOT AREA (sq ft)
1	14,384
2	14,645
3	14,036
4	14,022
5	14,047
6	14,021
7	14,010
8	14,004
9	14,023
10	14,027
LOT 'A'	36,889
LOT 'B'	22,938
TOTAL	202,847

AVG. LOT SIZE = 14,122sf

EXISTING EASEMENTS

- ① AN EASEMENT TO SAN DIEGO GAS & ELECTRIC FOR POLES, WIRES, ANCHORAGE FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND INCIDENTAL PURPOSES, RECORDED MARCH 24, 1947 AS BOOK 2369, PAGE 145, O.R.
- ② AN EASEMENT TO THE CITY OF EL CAJON FOR DRAINAGE AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 16, 1985 AS INSTRUMENT NO. 85-338836, O.R.
- ③ AN EASEMENT TO PACIFIC BELL FOR PUBLIC UTILITIES, INGRESS, EGRESS AND INCIDENTAL PURPOSES, RECORDED JUNE 12, 1992 AS INSTRUMENT NO. 1992-0366616, O.R.

PROPOSED EASEMENTS

- Ⓜ PUBLIC UTILITY EASEMENT AND HELIX WATER DISTRICT WATER EASEMENT.
- Ⓜ PRIVATE STREET, FIRE, AND EMERGENCY VEHICULAR ACCESS EASEMENT.
- Ⓜ PUBLIC SEWER EASEMENT TO THE CITY OF EL CAJON.

NOTES

- ① EXISTING WATER WELL TO BE REMOVED PER COUNTY D.E.H. REQUIREMENTS
- ② PROPOSED 6' HIGH DECORATIVE MASONRY SCREEN WALL WITH TRIM CAP ON WEST SIDE OF NEW PCC BROW DITCH (SEE CROSS SECTION B-B ON SHEET 1).
- ③ CONVERT EX. CURB INLET INTO TYPE 'A' STORM DRAIN CLEANOUT

LEGAL DESCRIPTION

LOT 'B' PER GRANT DEED RECORDED ON MARCH 29, 2007 AS INSTRUMENT NO. 2007-212390, O.R., IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

GENERAL NOTES

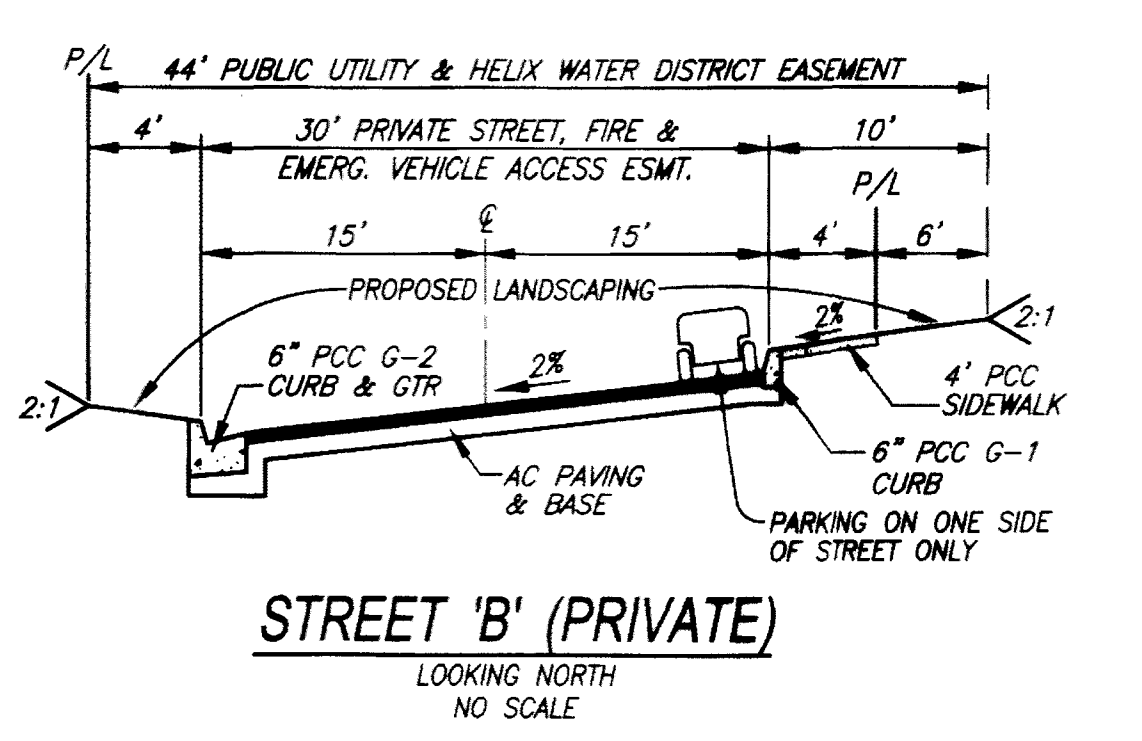
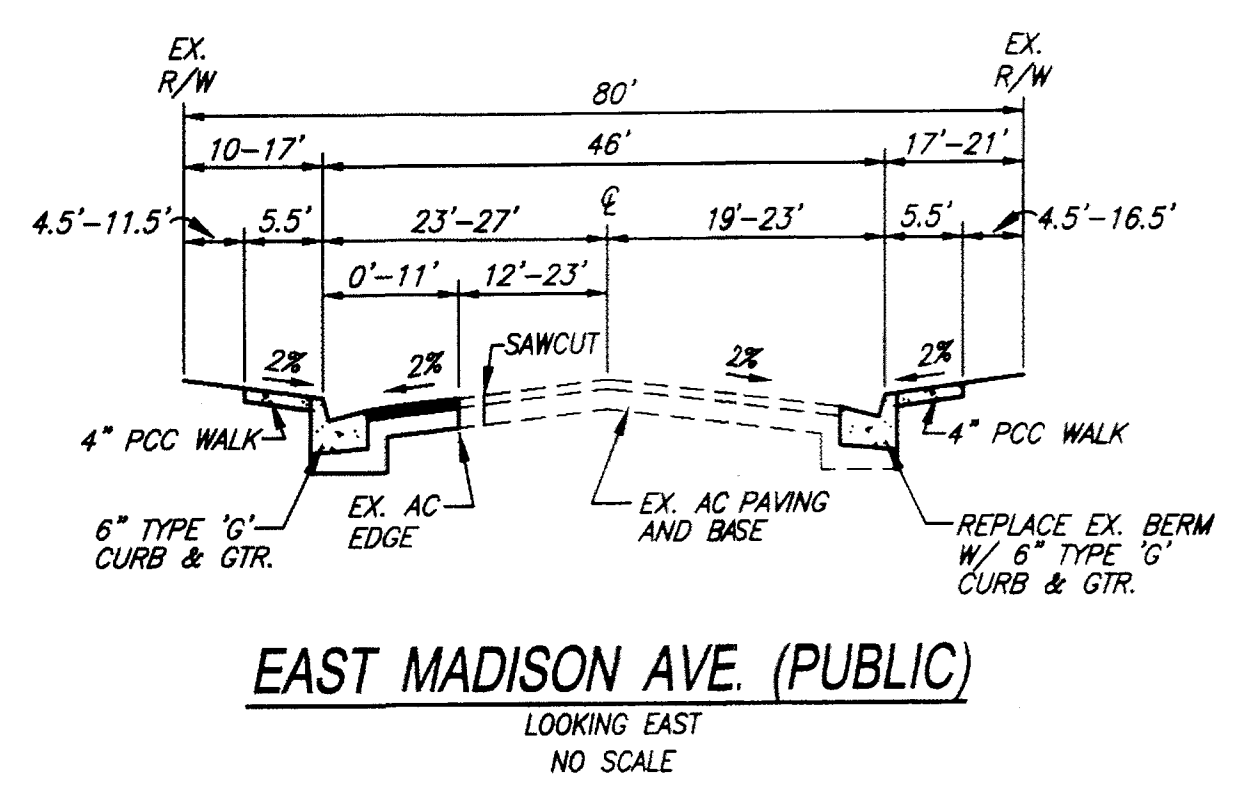
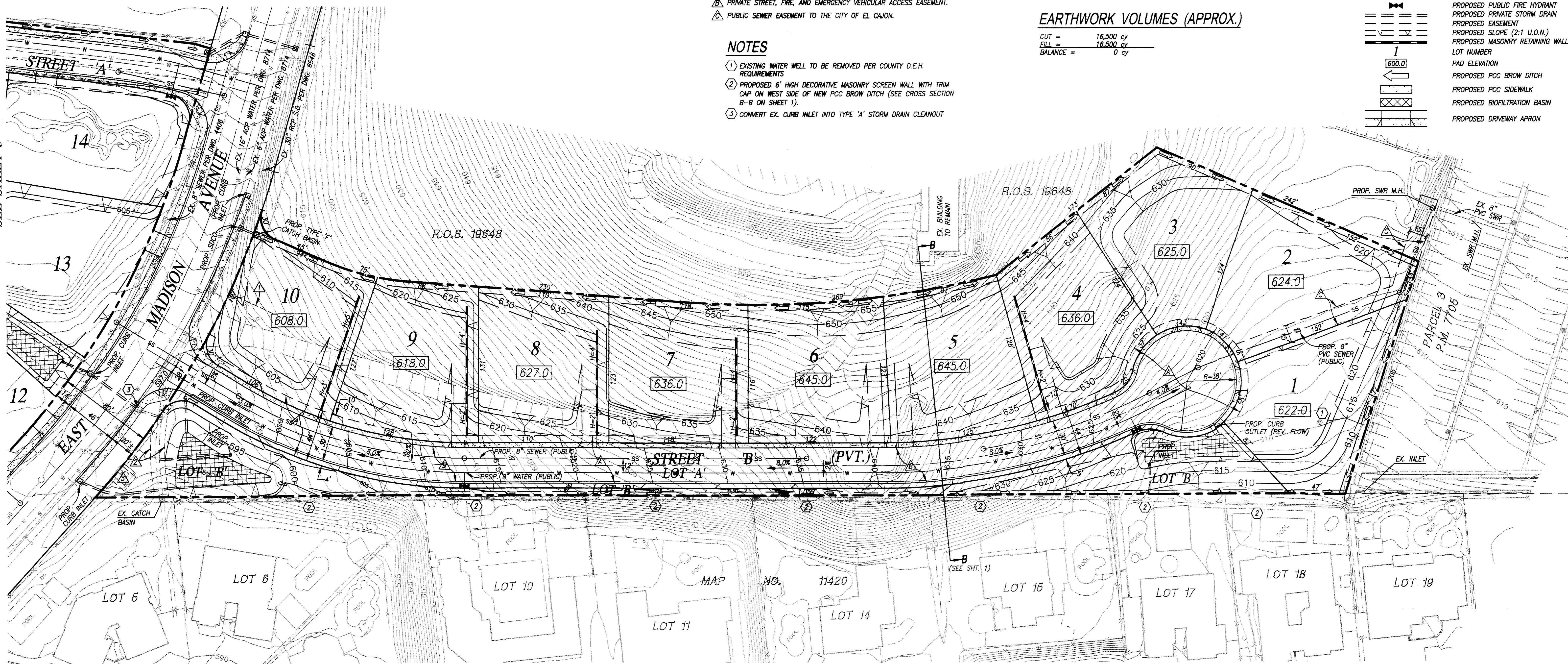
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4. EACH LOT WILL RECEIVE ONE 1-INCH WATER LATERAL AND ONE 4-INCH SEWER LATERAL.
5. ALL COMMON AREAS AND PRIVATE STREET PARKWAYS TO BE LANDSCAPED AND MAINTAINED BY THE H.O.A.
6. PROPOSED RETAINING WALL HEIGHTS FOR FILL SLOPES CANNOT EXCEED 6'.

EARTHWORK VOLUMES (APPROX.)

CUT = 16,500 cy
 FILL = 16,500 cy
 BALANCE = 0 cy

LEGEND

- SUBDIVISION BOUNDARY
- STREET CENTERLINE
- LOT LINE
- EXISTING FIRE HYDRANT
- EXISTING POWER POLE
- EXISTING EASEMENT
- EXISTING SEWER MAIN
- EXISTING WATER MAIN
- EXISTING STORM DRAIN
- EXISTING CONTOUR
- EXISTING STRUCTURE
- EXISTING PCC BROW DITCH
- PROPOSED CURB AND GUTTER
- PROPOSED PUBLIC SEWER MAIN
- PROPOSED PUBLIC WATER MAIN
- PROPOSED PRIVATE FIRE HYDRANT
- PROPOSED PRIVATE STORM DRAIN
- PROPOSED EASEMENT
- PROPOSED SLOPE (2:1 U.O.N.)
- PROPOSED MASONRY RETAINING WALL
- LOT NUMBER
- PAD ELEVATION
- PROPOSED PCC BROW DITCH
- PROPOSED PCC SIDEWALK
- PROPOSED BIOFILTRATION BASIN
- PROPOSED DRIVEWAY APRON



2075 EAST MADISON AVENUE

PREPARED 6/01/2019

SHEET 2 **CITY OF EL CAJON** 3 SHEETS

TENTATIVE SUBDIVISION MAP NO. 670

APPLICANT: SHADOW MOUNTAIN COMMUNITY CHURCH
 2100 GREENFIELD DRIVE
 EL CAJON, CA 92019

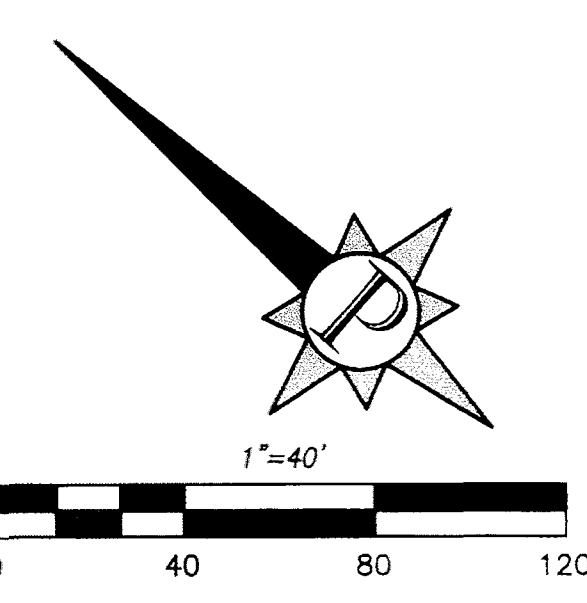
ASSESSOR PARCEL NUMBERS: 508-120-18, 512-130-35

REQUEST: TENTATIVE MAP FOR 19 LOT RESIDENTIAL DEVELOPMENT

DRAWN BY: JOEL A. WAYMIRE - POLARIS DEV. CONSUL.
 ADDRESS: 2514 JAMACHA ROAD, SUITE 502-31
 EL CAJON, CA 92019

PHONE: (619) 248-2932

APPROVED BY: _____
 DATE: _____



Planning + Engineering + Mapping
POLARIS
 Development Consultants, Inc.
2514 Jamacha Road, Suite 502-31 • El Cajon, CA 92019 • 619-248-2932



City Council
Agenda Report

DATE: August 9, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Overlay 2022 Contract Change Order

RECOMMENDATION:

That the City Council approves Contract Change Order No. 1 for the Overlay 2022 asphalt paving project, 200020PWCP, Bid No. 014-22, in the amount of \$639,548.02 to SRM Contracting & Paving for additional paving on Main Street.

BACKGROUND:

This change order adds a segment of Main Street to the project list of an existing overlay contract. The City received lower bid prices, allowing the project to be completed for less money than estimated. Additional paving is needed on Main Street, from W.D. Hall Drive to Mollison Avenue, which will utilize the remaining project budget and a portion of the Overlay 2023 budget. This work consists of 162,223 square feet of asphalt replacement, signage, and striping on approximately one-half mile of Main Street.

The proposed increase to the Overlay 2022 contract will exceed 10 percent of the original contract amount of \$2,519,995.47. Council Policy B-4, "Contract Change Orders", requires approval by the City Council if the proposed contract increase exceeds 10 percent of the contract amount for contracts in excess of two million dollars.

FISCAL IMPACT:

Increase the Overlay 2022 contract, PW50020, Bid No. 014-22, by \$639,548.02, which includes contingency funds for the expanded scope of work. All remaining funds in the Overlay 2022 budget will be expended, with an additional \$235,366.13 expended from the Overlay 2023 budget for this contract change order.

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

Attachments

City of El Cajon

200 Civic Center Way
 El Cajon, CA 92020
 Phone: (619) 441-1715
 Email: purchasing@elcajon.gov



PURCHASE ORDER

DATE	3/17/2022
PO #	94983

VENDOR

10219
 Jim Warner, Construction Manager
 Superior Ready Mix Concrete, L.P.
 dba SRM Contracting & Paving
 7192 Mission Gorge Road
 San Diego, CA 92120

SHIP TO

Sydney Grube, PW Dept.
 City of El Cajon
 200 Civic Center Way
 El Cajon, CA 92020

BUYER

Mara Romano

TERMS:	F.O.B.:	REQUIRED DELIVERY DATE:
Net 30 Days	Destination	

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL
1	Not to Exceed Amount Stated	1	LOT	2,519,995.47	2,519,995.47
					-
					-
					-
					-

SUBTOTAL	2,519,995.47
TAX	-
SHIPPING	-
OTHER	-
TOTAL	\$2,519,995.47

Purchase Order Notes:
 Overlay 2022 in accordance with the terms, conditions, and specifications of City of El Cajon Bid No. 014-22, as awarded by City Council Resolution No. 006-22; the Public Works Contract between the City of El Cajon and Superior Ready Mix Concrete, L.P. dba SRM Contracting & Paving dated February 15, 2022; and CalRecycle Rubberized Pavement Grant Program guidelines.

 DIR Project ID: 401465

 Approved by City Council on January 11, 2022

Internal City Accounting:

Item #1 Activity #550000 PW50020 Account #9065 \$2,519,995.47

APPROVED BY:

M. Romano
 Digitally signed by Mara Romano
 DN: cn=Mara Romano, o=City of El Cajon, ou=Finance, email=mromano@cityofelcajon.us, c=US
 Date: 2022.03.17 11:06:46 -0700
 Mara Romano

If you have any questions about this purchase order, please contact PURCHASING@ELCAJON.GOV



City Council
Agenda Report

DATE: August 9, 2022
TO: Honorable Mayor and City Councilmembers
FROM: Mike Moulton, Chief of Police
SUBJECT: Speeding Education Campaign - City Council Action Plan 2022

RECOMMENDATION:

That the City Council receives the report and provides feedback to staff.

BACKGROUND:

One of the identified goals in the 2022 City Council Action Plan is to reduce excessive vehicle speeding in the City of El Cajon. One of the strategies to accomplish this goal is through an education and enforcement campaign. The education campaign was to be developed in collaboration with local high school student focus groups. This report will describe the efforts related to the education campaign.

The El Cajon Police Department has School Resource Officers (SROs) stationed at each of the four high school campuses located in the City. These high schools consist of Granite Hills HS, Grossmont HS, El Cajon Valley HS, and Chaparral HS. The SROs polled their respective students and received responses from approximately 100 students at their schools.

The following are highlights of the information learned during this process:

- 52% believe more education is needed in schools regarding safe driving.
- 40% believe more enforcement is needed around schools during peak traffic hours. In addition, it was believed that citations had more impact than “warnings”.
- 8% believe rules surrounding speeding should be “stricter”. Examples cited include; increased fines, license suspension, and increasing the age limit to obtain a driver’s license.

Based on feedback provided by the students, the ECPD will be hosting an “Impact Teen Drivers”, four-hour workshop in August 2022. This training focuses on addressing reckless and distracted driving by teens, which tragically takes the lives of 4,000 teens each year.

When school returns for the 22/23 school year, SROs will coordinate with the ECPD Traffic Division for increased enforcement during peak hours. Also, the ECPD is increasing the promotion of safe driving habits through our various social media platforms and will continue to do so throughout the year and will continue to engage with our high school students through our close partnership with the Grossmont Union High School District.

Prepared By: Michael Moulton, Chief of Police

Reviewed By:

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: August 9, 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:

July 26, 2022 – Attend Ari Fleischer Luncheon
July 29, 2022 – Polling Meeting
July 29, 2022 – Interview with KUSI
August 2, 2022 – ECPD National Night Out
August 6, 2022 – Benefit Concert
August 9, 2022 – Meeting with D. Foster
August 9, 2022 – Police Department Briefing
August 9, 2022 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Bill Wells, Mayor



City Council
Agenda Report

DATE: August 9, 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.

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:

- July 22, 2022 - Emails with Melanie D re: Oakdale Project
- July 26, 2022 - Emails with Tom W re: Oakdale Project
- July 26, 2022 - Emails with Carlee F re: Oakdale Project
- July 26, 2022 - Emails with Suhail Z re: S Pierce St autos
- July 29, 2022 - Meeting w/City Manager
- August 1, 2022 - Emails with Lori @ Metro Wastewater re: alternate status
- August 2, 2022 - Attend AWP Staff Meeting
- August 2, 2022 - Attend National Night Out Event Parkway Plaza
- August 3, 2022 - Attend AWP Staff Meeting
- August 3, 2022 - Meeting with SD Council President Elo-Rivera
- August 3, 2022 - Meeting with CVUSD Trustee Mejia
- August 5, 2022 - Meeting with SD Mayor Gloria
- August 7, 2022 - Attend Home Guiding Hands Annual Meeting
- August 8, 2022 - Attend Latin American Peace Officers' Forum
- August 8, 2022 - Meeting with City Manager
- August 9, 2022 - Attend AWP Staff Meeting
- August 9, 2022 - Attend City Council Meeting(s)

I am available to answer questions.

Submitted By: Steve Goble, Councilmember



City Council
Agenda Report

Agenda Item 12.

DATE: August 9, 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:

July 27, 2022 – Metro Wastewater JPA Meeting
July 28, 2022 – Heartland Fire Communications Authority JPA Meeting
August 9, 2022 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Gary Kendrick, Councilmember



City Council
Agenda Report

Agenda Item 13.

DATE: August 9, 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; 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:

- August 1, 2022 - Attend Mayor's Symposium at the San Diego Rescue Mission
- August 1, 2022 - Attend SD County Listening Session regarding N. Magnolia Encampment
- August 2, 2022 - Meet with City Manager
- August 2, 2022 - Attend the National Night Out at Parkway Plaza
- August 3, 2022 - Attend Downtown Partnership meeting
- August 6, 2022 - Attend fund raiser concert for ECTLC
- August 9, 2022 - Attend City Council Meeting(s)

I am available to answer questions.

Submitted By: Michelle Metschel, Deputy Mayor



City Council
Agenda Report

Agenda Item 14.

DATE: August 9, 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:

August 1, 2022 - Meeting with City Manager
August 8, 2022 - League of CA Cities Meeting
August 9, 2022 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Phil Ortiz, Councilmember



City Council
Agenda Report

Agenda Item 15.

DATE: August 9, 2022

TO: City Clerk

FROM: City Attorney/General Legal Counsel

SUBJECT: Closed Session - Conference with Legal Counsel - Anticipated Litigation - Significant Exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: One (1) potential case Robert W. Rose has submitted a Claim for Damages suffered following a sewer line backup on June 19, 2022. The claim alleges that the sewer line backup occurred in the City's sewer lines

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, August 9, 2022, at 3:00 p.m.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9

NAME OF CASE:

One (1) potential case: Robert W. Rose has submitted a Claim for Damages suffered following a sewer line backup on June 19, 2022. The claim alleges that the sewer line backup occurred in the City's sewer lines.

MORGAN L. FOLEY

City Attorney / General Legal Counsel

MLF:hms



City Council
Agenda Report

Agenda Item 16.

DATE: August 9, 2022

TO: City Clerk

FROM: City Attorney/General Legal Counsel

SUBJECT: Closed Session - Conference with Legal Counsel - Anticipated Litigation
- Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: One (1) potential case
Natalie Cileu has submitted a Claim for Damages for vehicular damages suffered on June 15, 2022 at Fletcher Parkway between Cuyamaca and N. Marshall

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, August 9, 2022, at 3:00 p.m.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9

NAME OF CASE:

One (1) potential case: Natalie Cileu has submitted a Claim for Damages for vehicular damages suffered on June 15, 2022 at Fletcher Parkway between Cuyamaca and N. Marshall

MORGAN L. FOLEY
City Attorney / General Legal Counsel

MLF:hms



City Council
Agenda Report

Agenda Item 17.

DATE: August 9, 2022

TO: City Clerk

FROM: City Attorney/General Legal Counsel

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

Property: 31.7-acre vacant site at the northwest corner of Weld Boulevard and Cuyamaca Street

Negotiating Parties: Chesnut Properties, LLC; SGCLMC-Weld Investment Company, L.P.

City Negotiators: City Manager; Assistant City Manager; City Attorney

Under Negotiation: Price and terms for acquisition of leasehold interest, and for new lease-back to Negotiating Parties

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, August 9, 2022, at 3:00 p.m.

MORGAN L. FOLEY
City Attorney / General Legal Counsel

MLF:hms
