



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

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda

JULY 25, 2023, 3:00 p.m.

Bill Wells, Mayor

Steve Goble, Deputy Mayor

Gary Kendrick, Councilmember

Michelle Metschel, 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 THE FLAG AND MOMENT OF SILENCE

POSTINGS: The City Clerk posted Orders of Adjournment of the July 11, 2023, Meeting and the Agenda of the July 25, 2023, Meeting in accordance to State Law and City Council/Housing Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

AGENDA CHANGES:

CONSENT ITEMS:

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

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

RECOMMENDATION:

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the July 11, 2023, 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. 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 No. 670 (2000 and 2075 East Madison Avenue) and sets the last expiration date to be September 24, 2024, in accordance with Municipal Code Section 16.12.110.

5. Continuation of Wells Park Restroom Emergency Declaration

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, proclaiming the Continuation of Emergency for Wells Park restroom conditions.

6. Authorization to Establish the San Diego River Watershed Water Quality Improvement Project in El Cajon (San Diego River Conservancy Grant)

RECOMMENDATION:

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

1. Authorize the City Manager to execute the San Diego River Conservancy Grant Agreement SDRG B22-07;
2. Accept, appropriate, and expend \$1.0 million from the San Diego River Watershed Water Quality Improvement Grant (SDRG-B2207); and
3. Establish a \$1.0 million San Diego River Watershed Water Quality Improvement Project (243819PWCP).

7. Contribution to Miss El Cajon Pageant Organization

RECOMMENDATION:

That the City Council approves a contribution in the amount of \$2,500 to the Miss El Cajon Pageant Organization.

8. Subdivision Agreement for Public Improvements and Parcel Map for Tentative Parcel Map (TPM) No. 659; 636 S Johnson Ave; Engineering Job No. 3606

RECOMMENDATION:

That the City Council:

1. Approves the Parcel Map and Subdivision Agreement for Public Improvements for Tentative Parcel Map (TPM) 659, 636 South Johnson Avenue, Engineering Job No. 3606;
2. Authorizes the City Manager to execute the agreements and related documentation; and
3. Authorizes the Department of Public Works to release bonds after completion of improvements.

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. Update on Homeless Programs and Services

RECOMMENDATION:

That the City Council receives the homeless programs and services report and, if desired, provides feedback, recommendations, and direction on homeless-related programming and funding.

10. City Hall Building: Opportunities & Considerations

RECOMMENDATION:

That the City Council provides feedback on options presented in the agenda report.

COMMISSION REPORTS:

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS

SANDAG (San Diego Association of Governments) Board of Directors.

11. Council Activity Report

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

12. **DEPUTY MAYOR 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.

13. **COUNCILMEMBER GARY KENDRICK**

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

14. **COUNCILMEMBER MICHELLE METSCHEL**

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

15. **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

16. Review and Approve Amendments to Ord 5119; Renewing and Approving Policy 706 Military Equipment Use, 2023 Edition

RECOMMENDATION:

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

An Ordinance Reviewing and Approving Ordinance 5119 to Renew Restrictions Relating to Purchase of Military Equipment, Supplies, or Other Property for Law Enforcement Use; Approving the El Cajon Police Department's Annual Military Equipment Report for 2023 and Approving Policy 706 Military Equipment Use, 2023 Edition.

The proposed action is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines section 15378. Adoption of an ordinance authorizing the police department's use of current and budgeted equipment does not meet CEQA's definition of a "project," because such administrative action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

CLOSED SESSIONS:

ADJOURNMENT: The Adjourned Regular Joint Meeting of the El Cajon City Council/ El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 25th day of July 2023, is adjourned to Tuesday, August 8, 2023, at 3:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: July 25, 2023

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 11, 2023, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

07-11-23DRAFTminutes - 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 11, 2023

A Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, July 11, 2023, 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:
Council/Agencymembers absent:
Deputy Mayor/Vice Chair present:
Mayor/Chair present:
Other Officers present:

Metschel, and Ortiz
Kendrick
Goble
Wells
Mitchell, City Manager/Executive Director
DiMaggio, Assistant City Manager
Foley, City Attorney/General Counsel
Janzer, Deputy City Clerk/Secretary

PLEDGE OF ALLEGIANCE TO THE FLAG led by Mayor Wells and MOMENT OF SILENCE.

POSTINGS: The City Clerk posted Orders of Adjournment of the June 27, 2023, meeting and the Agenda of the July 11, 2023, meeting in accordance with State Law and El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

PRESENTATIONS:

- Proclamation: Parks and Recreation Month

AGENDA CHANGES: None

CONSENT ITEMS: (1 – 8)

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

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

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

Approve Minutes of the June 27, 2023, 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. Subdivision Agreement for Public Improvements and Parcel Map for Tentative Parcel Map (TPM) No. 2021-0002; 1325 Naranca Avenue; Engineering Job No. 3796

1. Approve the Parcel Map and Subdivision Agreement for Public Improvements for Tentative Parcel Map (TPM) No. 2021-0002, 1325 Naranca Avenue, Engineering Job No. 3796;
2. Authorize the City Manager to execute the agreements and related documentation; and
3. Authorize the City Clerk to release cash deposit after completion of improvements.

CONSENT ITEMS: (Continued)

5. FY24 California Highway Patrol - Cannabis Tax Fund Grant Program (CTFGP) Award
 1. Authorize the City Manager, or designee, to accept the FY24 California Highway Patrol - Cannabis Tax Fund Grant Program (CTFGP) Award in the amount of \$111,156.30, and to execute any grant documents and agreements necessary for the receipt and use of these funds.
 2. Appropriate \$111,156.30 of the FY24 California Highway Patrol - Cannabis Tax Fund Grant Program (CTFGP) Award to be allocated as follows:
 - Procure one fully equipped DUI Enforcement Trailer for \$75,000 to be used for traffic enforcement details including DUI/DL Checkpoints and DUI Saturation patrols;
 - Fund \$30,636.30 in overtime costs associated with operating (4) DUI Saturation patrol enforcement details and (2) DUI/DL Checkpoints; and
 - Purchase registration in the amount of \$5,520 to cover the cost for personnel to attend the Lifesavers Educational Conference.

6. FY24 Budget Amendment Request for National Night Out
 1. Increase appropriations from fund balance in the amount of \$30,000 for the National Night Out event being held on August 1, 2023; and
 2. Accept \$27,000 in sponsorship donations for the National Night Out event being held on August 1, 2023.

7. FY 2022 Office of Emergency Services (CalOES) - Coverdell Forensic Science Improvement Grant Award
 1. Authorize the City Manager, or designee, to accept the FY 2022 Coverdell Forensic Science Improvement Grant in the amount of \$51,957, and execute any grant documents and agreements necessary for the receipt and use of these funds; and
 2. Appropriate funding of \$35,691, to purchase a three-year renewal of Qualtrax Compliance Software, which will be processed on an annual basis, and \$16,266 to fund overtime costs for three Forensic Evidence Technicians.

8. Continuation of Wells Park Restroom Emergency Declaration

Adopt Resolution No. 065-23 proclaiming the Continuation of Emergency for Wells Park restroom conditions.

PUBLIC COMMENT:

Brenda Hammond spoke about creating an even more violent world by using foul language.

WRITTEN COMMUNICATIONS: None

PUBLIC HEARINGS:

9. City of El Cajon Sewer Tax Roll Fees Report for Fiscal Year 2023-2024

RECOMMENDATION:

That the City Council:

1. Opens the Public Hearing and receives testimony;
2. Closes the Public Hearing;
3. Determines if a majority protest has been received; and (if not)
4. Determines the project is exempt under section 15378(b)(5) of the Guidelines for the California Environmental Quality Act; and
5. Adopts the next Resolution, in order, to:
 - Determine the lack of majority protest;
 - Overrule objections to the report;
 - Accept the City of El Cajon Sewer Tax Roll Fiscal Year 2023-2024 Report;
 - Accept Appendix A, which identifies by parcel number, each parcel of real property receiving sewer services, and the amount of sewer charges for each parcel for Fiscal Year 2023-2024 at the currently adopted rates, as required by the California Health and Safety Code section 5473, et seq., pertaining to collection of sewer charges on the tax roll;
 - Direct the City Clerk to file the reports with the San Diego County Auditor; and
 - Direct the Finance Department to file a certification of the sewer service charges with the San Diego County Auditor.

DISCUSSION

Associate Engineer, Blake Behringer, provided a summary of the Item.

Mayor Wells opened the Public Hearing.

In answer to a question by Deputy Mayor Goble, Mr. Behringer confirmed that sewer usage decreased in the previous year.

Tim Swing stated that the City needs to do something to prevent bugs going into homes from the sewer pipes.

PUBLIC HEARINGS: (Item 9 – Continued)

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

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

MOTION BY GOBLE, SECOND BY ORTIZ, to ADOPT Resolution No. 066-23, To determine the lack of majority protest; Overrule objections to the report; Accept the City of El Cajon Sewer Tax Roll Fiscal Year 2023-2024 Report; Accept Appendix B, which identifies by parcel number, each parcel of real property receiving sewer services, and the amount of sewer charges for each parcel for Fiscal Year 2023-2024 at the currently adopted rates, as required by the California Health and Safety Code section 5473, et seq., pertaining to collection of sewer charges on the tax roll; Direct the City Clerk to file the reports with the San Diego County Auditor; and Direct the Finance Department to file a certification of the sewer service charges with the San Diego County Auditor.

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

ADMINISTRATIVE REPORTS:

10. NRPA/DOJ Mentoring Opportunities for Youth Initiative Grant Acceptance

RECOMMENDATION:

That the City Council accepts, appropriates and expends the grant agreement funding from the National Recreation & Park Association (NRPA) Mentoring Opportunities for Youth Initiative.

DISCUSSION

Management Assistant, Ellena Holmes, and Recreation Services Supervisor, Tim O'Melia, provided detailed information of the Item.

No public comment was received.

MOTION BY ORTIZ, SECOND BY METSCHEL, to ACCEPT, appropriate and expend the grant agreement funding from the National Recreation & Park Association (NRPA) Mentoring Opportunities for Youth Initiative.

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

ADMINISTRATIVE REPORTS: (Continued)

- 11. A Report on the Availability of Public Restrooms for Transit Passengers at the El Cajon Trolley Stations

RECOMMENDATION:

Staff recommends that the City Council receives the report and provides appropriate direction to staff.

DISCUSSION

Assistant City Manager DiMaggio, provided detailed information of the Item.

No public comment was received.

MOTION BY WELLS, SECOND BY ORTIZ, to RECEIVE the report and provided appropriate direction to staff.

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

COMMISSION REPORTS: None

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:

SANDAG (San Diego Association of Governments) Board of Directors.

- 12. Council Activities Report/Comments

Report as submitted.

ACTIVITIES REPORTS OF COUNCILMEMBERS:

- 13. DEPUTY MAYOR 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.

Council Activities Report/Comments.

Report as submitted.

ACTIVITIES REPORTS OF COUNCILMEMBERS: (Continued)

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

Council Activities Report/Comments.

Report as submitted.

15. COUNCILMEMBER MICHELLE METSCHEL
Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate; Heartland Fire Training JPA – Alternate; METRO Commission/Wastewater JPA – Alternate.

Council Activities Report/Comments.

Report as submitted.

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

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 - None

CLOSED SESSIONS:

Adjournment: Mayor Wells adjourned the Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 11th day of July, 2023, at 3:42 p.m., to Tuesday, July 25, 2023, at 3:00 p.m.

ANGELA L. CORTEZ, CMC
City Clerk/Secretary

DRAFT



City Council Agenda Report

Agenda Item 4.

DATE: July 25, 2023

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 No. 670 (2000 and 2075 East Madison Avenue) and sets the last expiration date to be September 24, 2024, in accordance with Municipal Code Section 16.12.110.

BACKGROUND:

Public Works staff received a letter (copy attached) from the property owner dated June 20, 2023, 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 third of three allowable 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.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

A Mitigated Negative Declaration (MND) and Mitigated Monitoring and Reporting Program (MMRP) were prepared for the project and adopted by the City Council on September 24, 2019. The MND determined that the project could result in potentially significant adverse environmental impacts on biological resources, cultural resources, noise, and traffic. Mitigation measures were incorporated as part of the MMRP, which would reduce potential impacts to a level of less than significance. The proposed time extension does not involve any physical changes in the environment and, hence, does not have the potential to cause a significant effect on the environment. Therefore, the previously adopted MND and MMRP documents are sufficient and, under State CEQA Guidelines Section 15162(a), which identifies the requirements for which subsequent analysis is required, no further environmental review is necessary.

FISCAL IMPACT:

None. All costs are paid by the developer.

Prepared By: Paul Romero, Associate Engineer

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

June 20, 2023

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

Attn: Jaime Campos

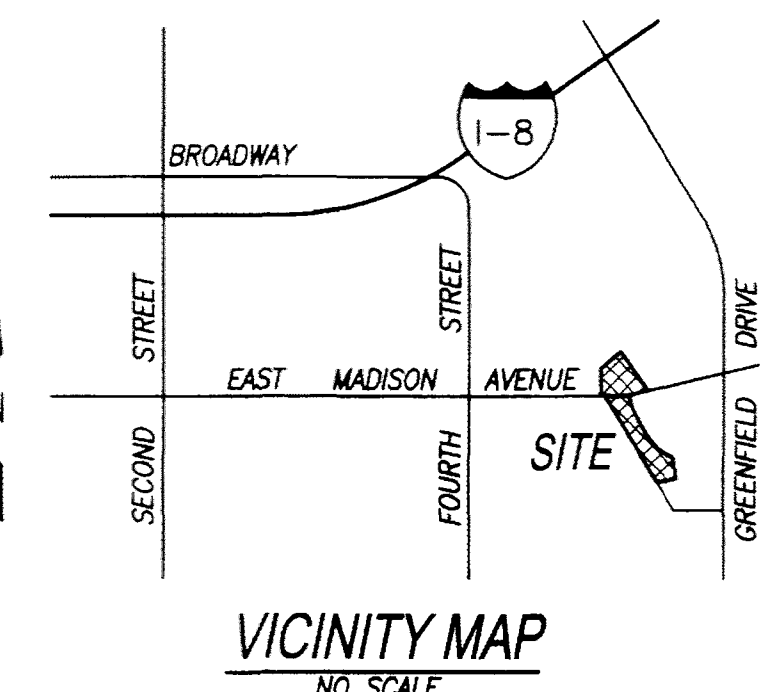
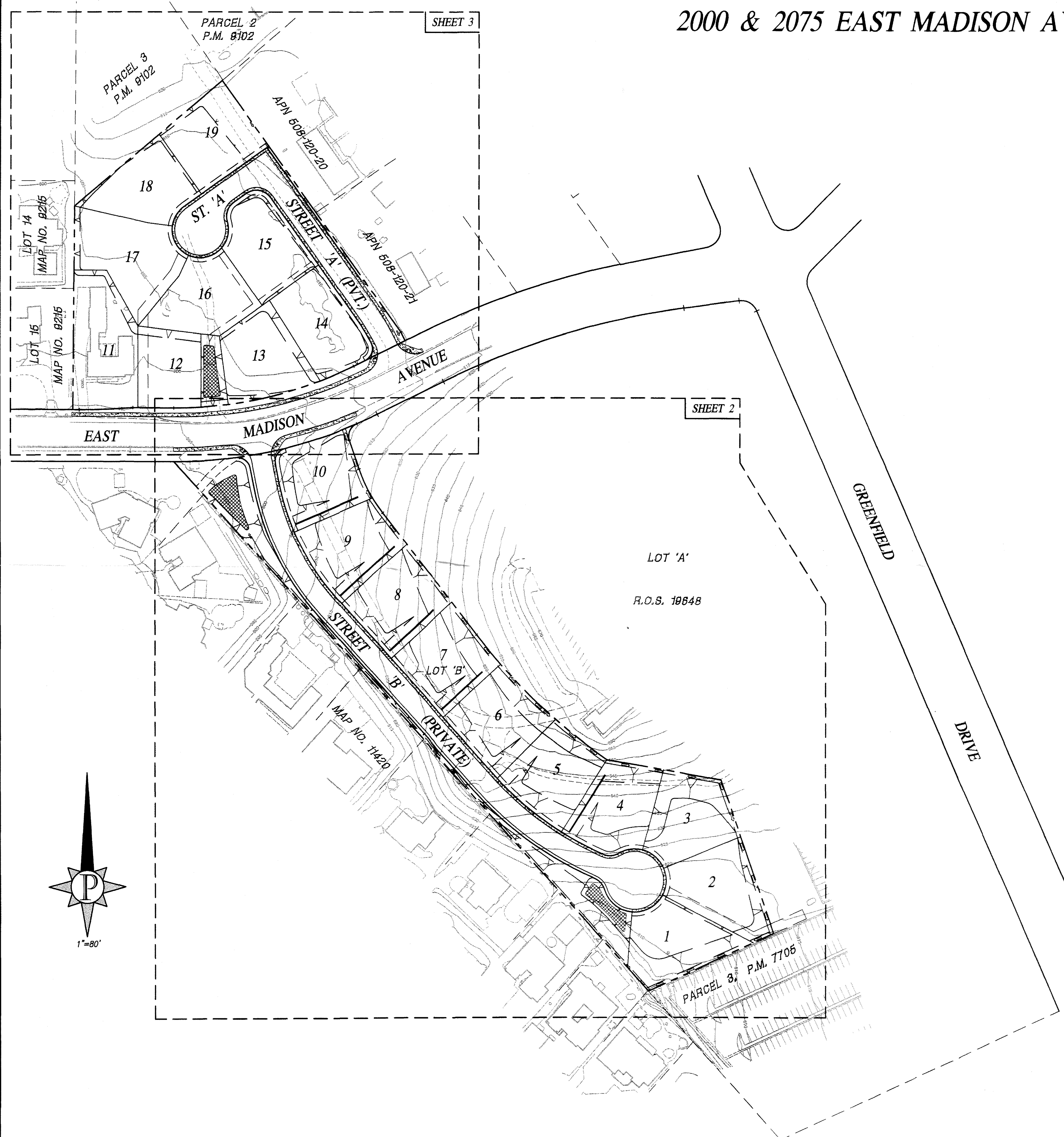
Shadow Mountain Community Church is requesting that our existing TSM 670 be extended for an additional year.

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

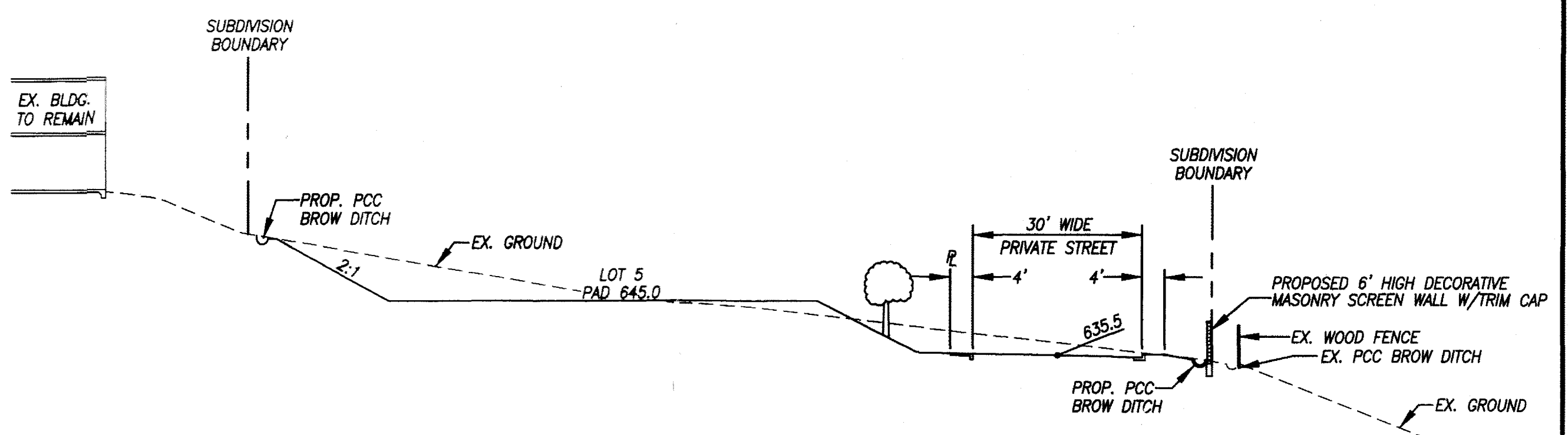
ENGINEER OF WORK

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

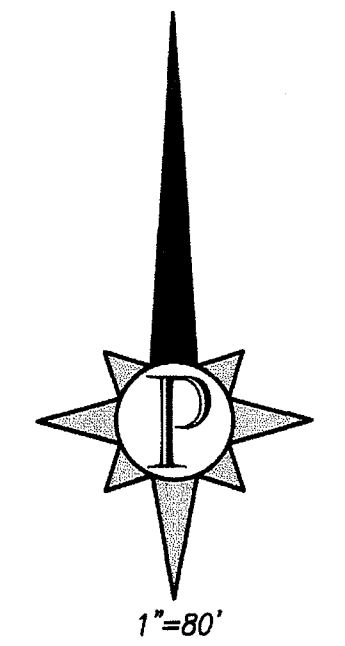


SERVICE DISTRICTS

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

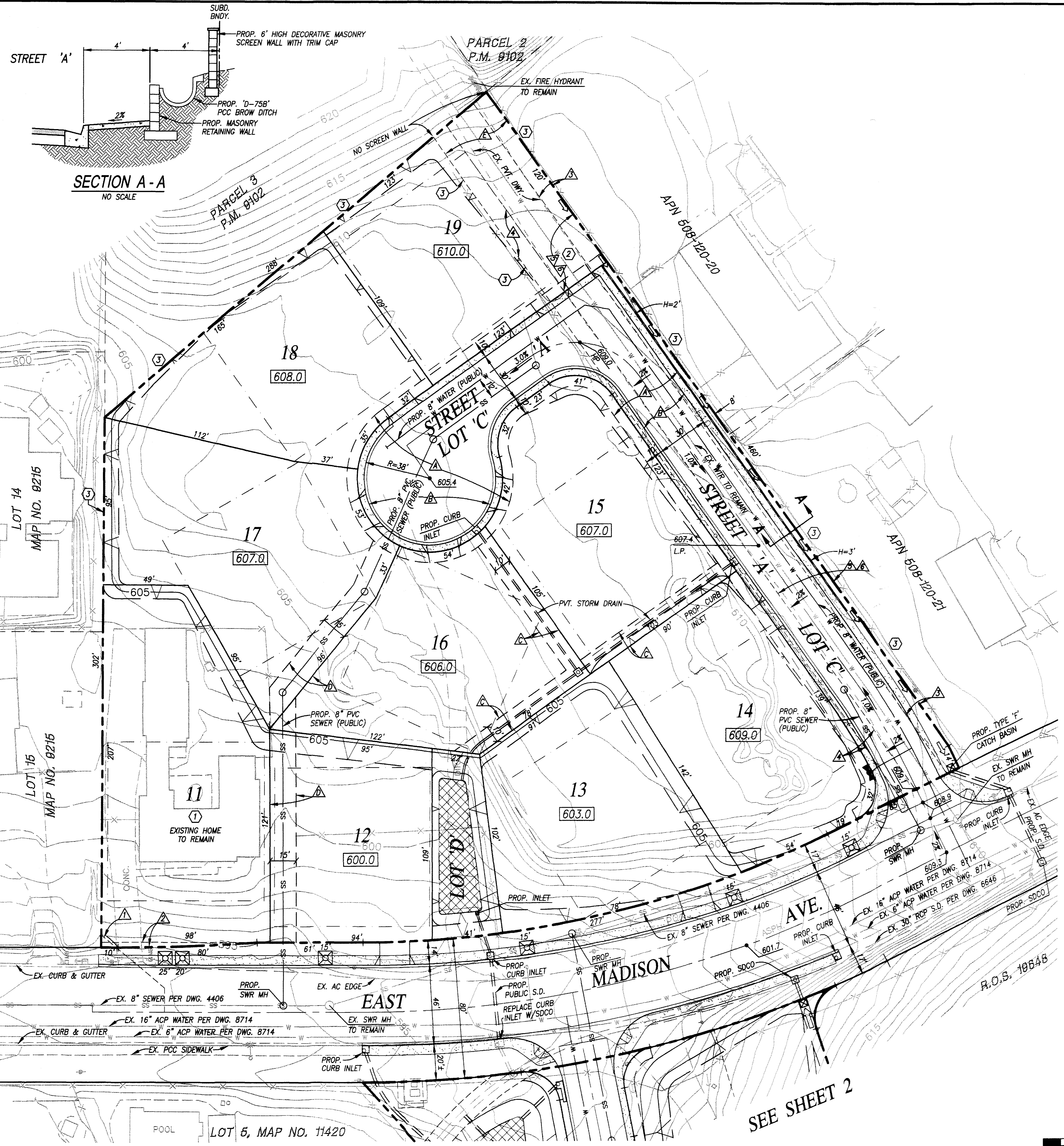


SECTION B - B
 SCALE: 1" = 20'
 (SEE SHEET 2 FOR PLAN VIEW)

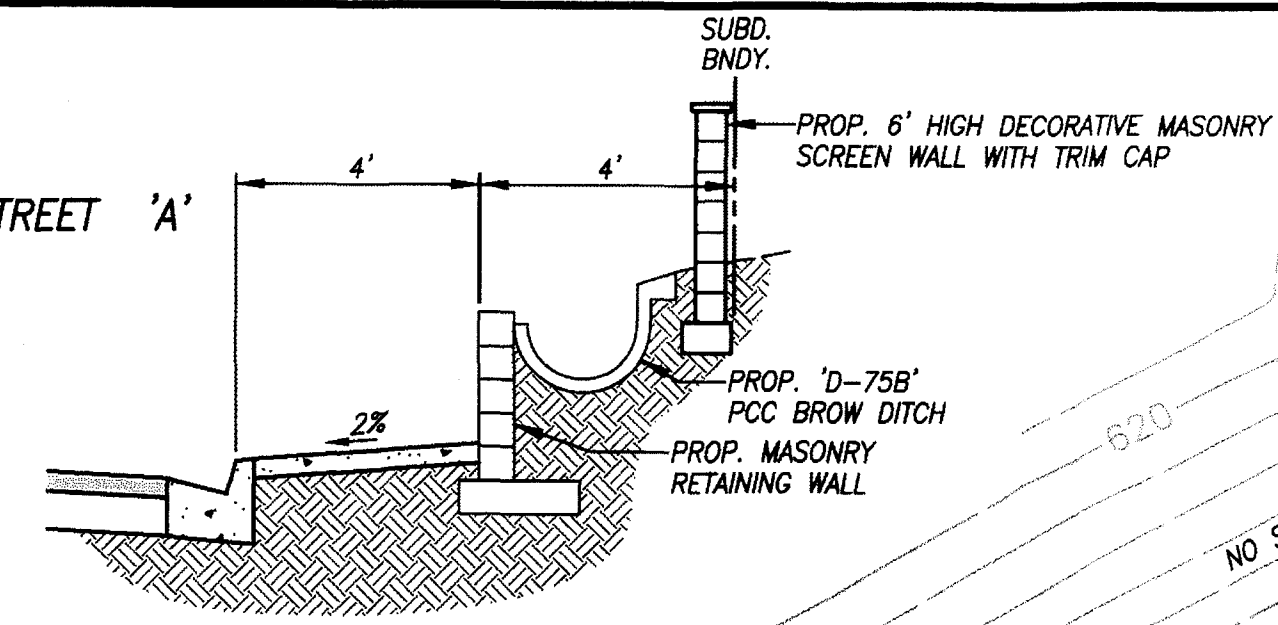


PREPARED 6/01/2019	CITY OF EL CAJON	3 SHEETS
TENTATIVE SUBDIVISION MAP NO. 670		
APPLICANT: SHADOW MOUNTAIN COMMUNITY CHURCH		
2100 GREENFIELD DRIVE		
EL CAJON, CA 92019		
ASSESSOR PARCEL NUMBERS: 508-120-18, 512-130-35		
REQUEST: TENTATIVE MAP FOR 19 LOT RESIDENTIAL DEVELOPMENT		
DRAWN BY: JOEL A. WAYMIRE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

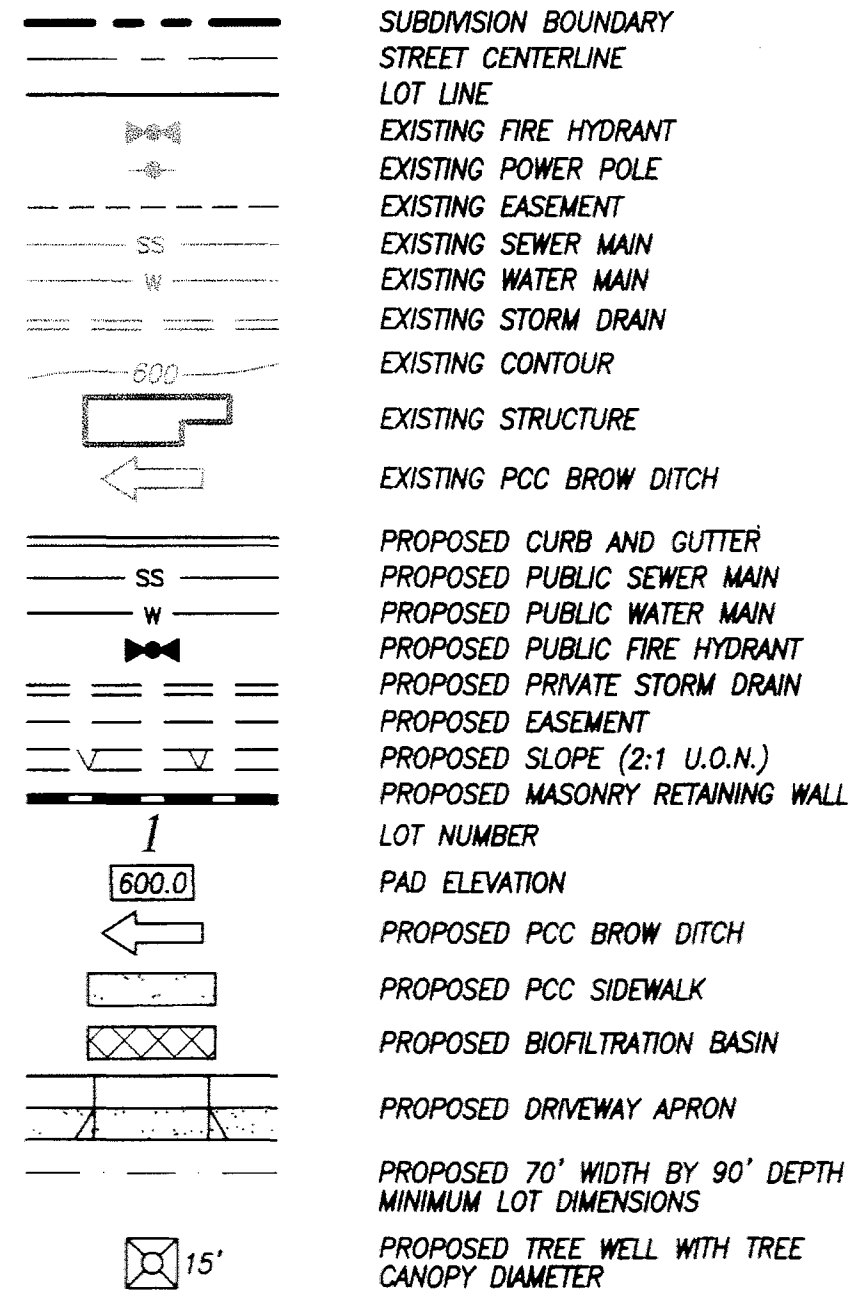
Planning + Engineering + Mapping
POLARIS
 Development Consultants, Inc.
2514 Jamacha Road, Suite 502-31 • El Cajon, CA 92019 • 619-248-2932



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.)

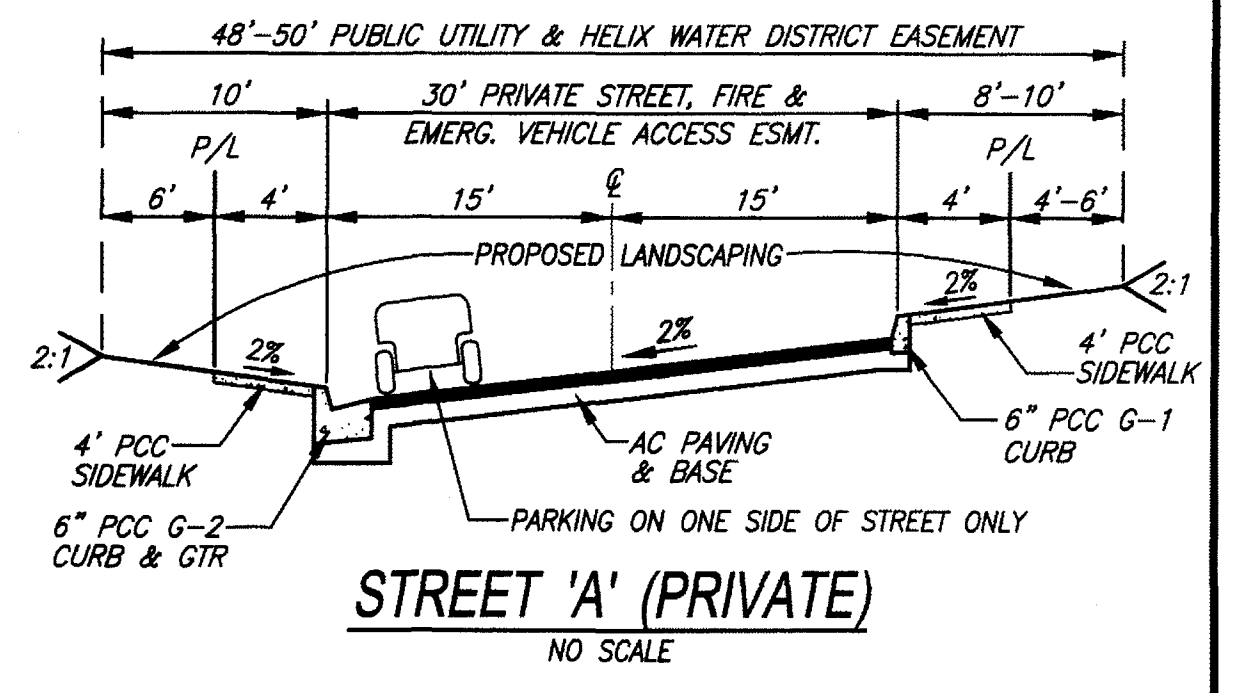
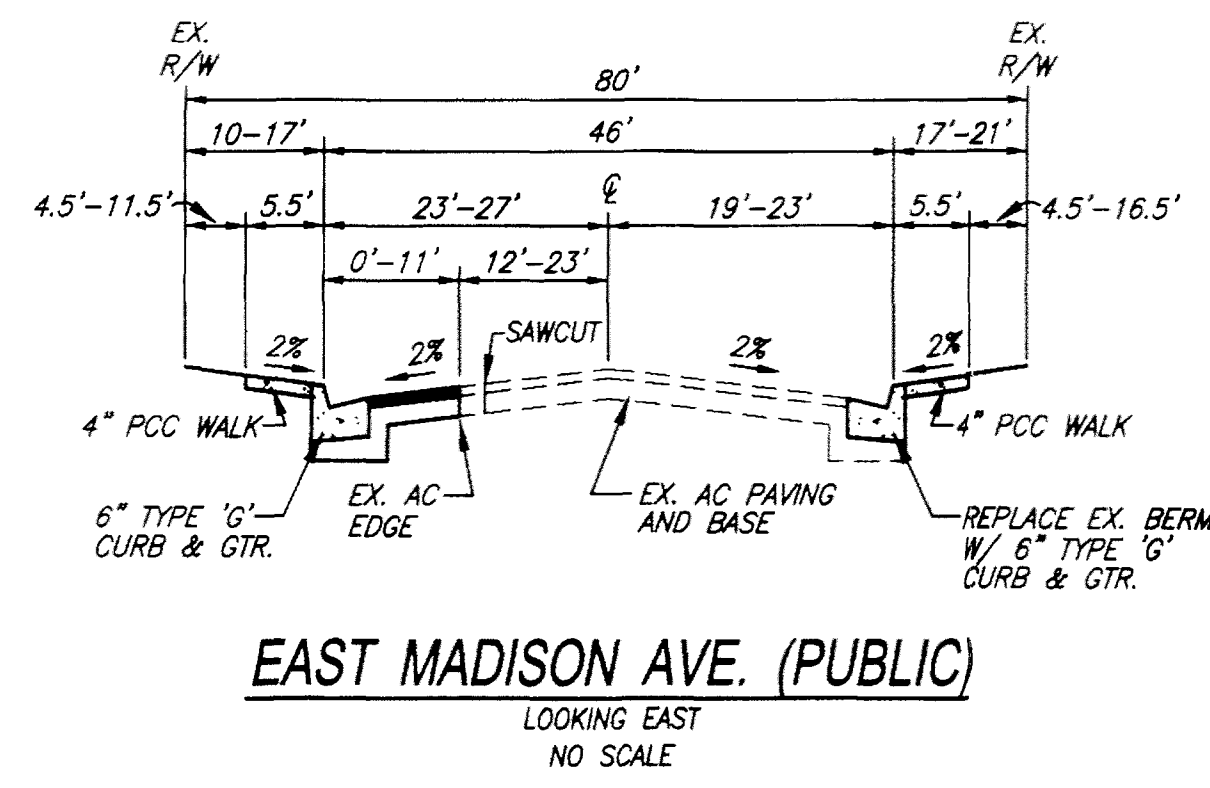
CUT	=	3,300 cy
FILL	=	3,300 cy
BALANCE	=	0 cy

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

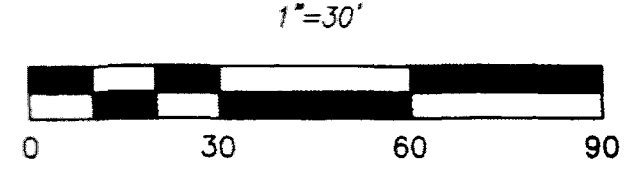
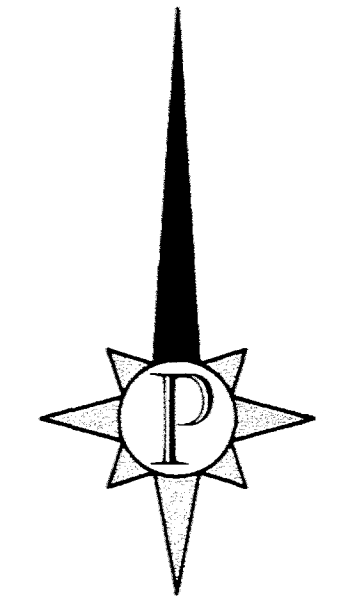
APPLICANT: SHADOW MOUNTAIN COMMUNITY CHURCH
2100 GREENFIELD DRIVE
EL CAJON, CA 92019

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:



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

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

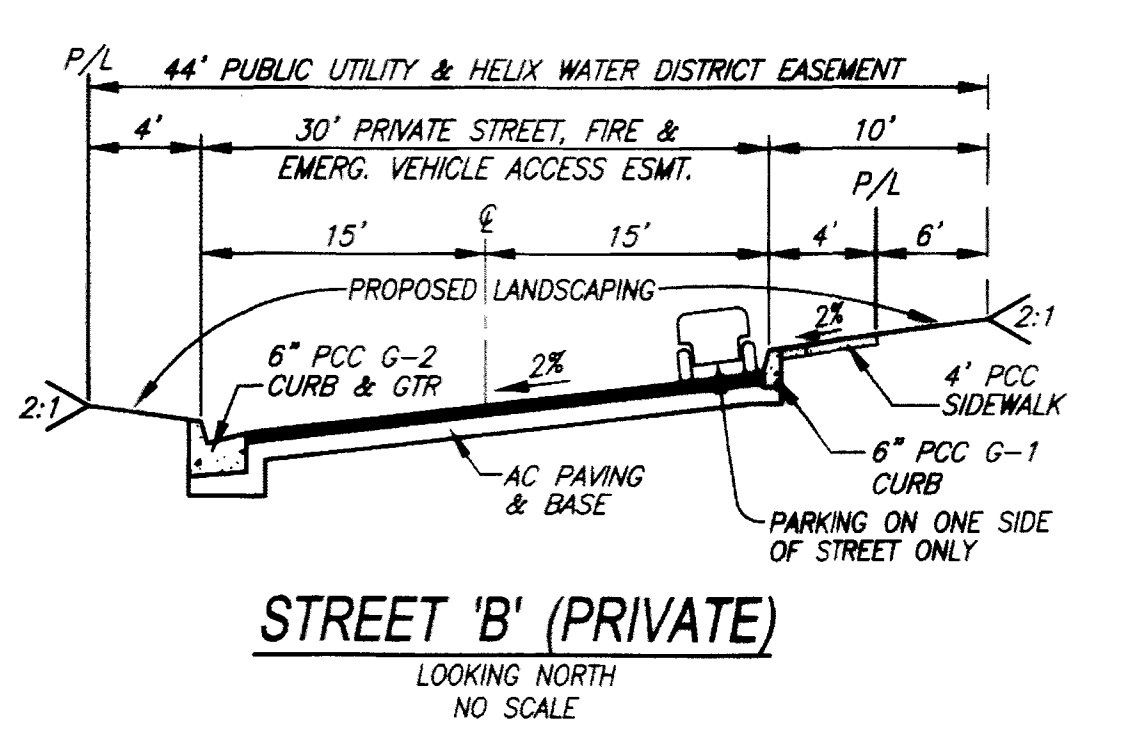
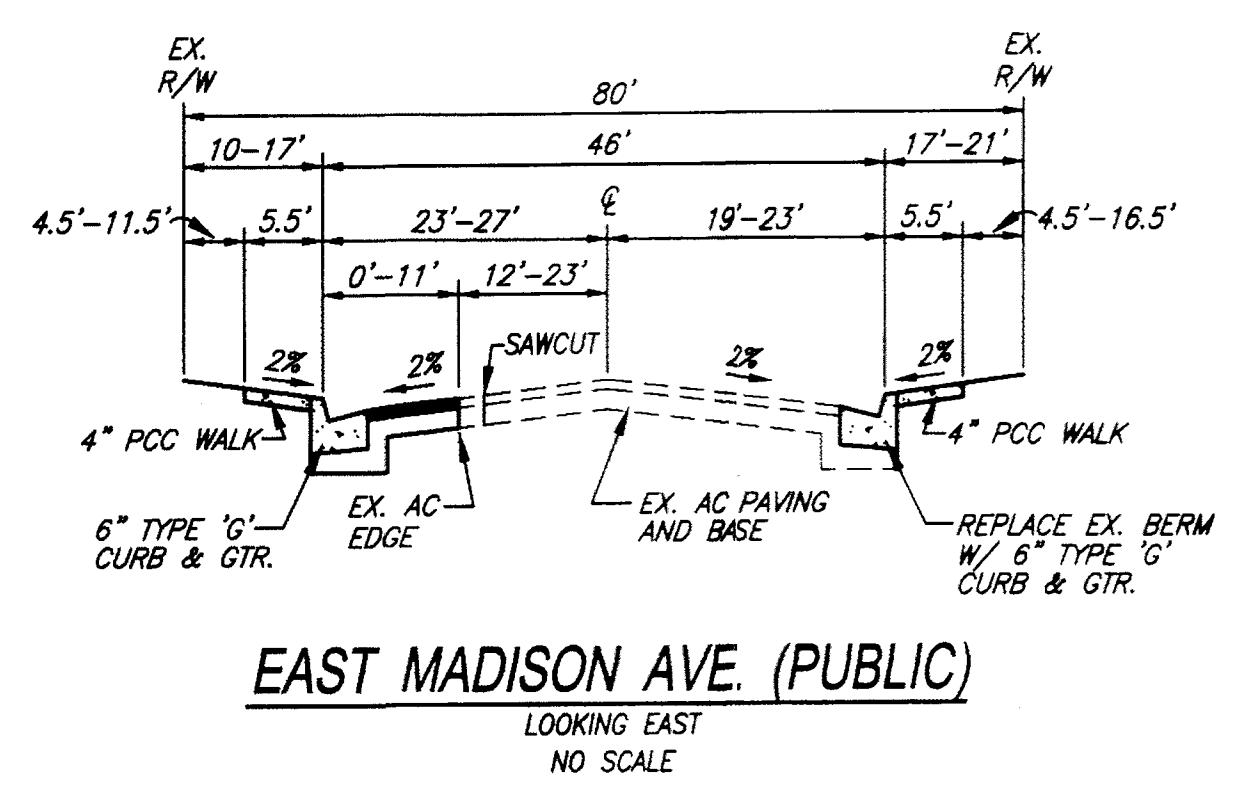
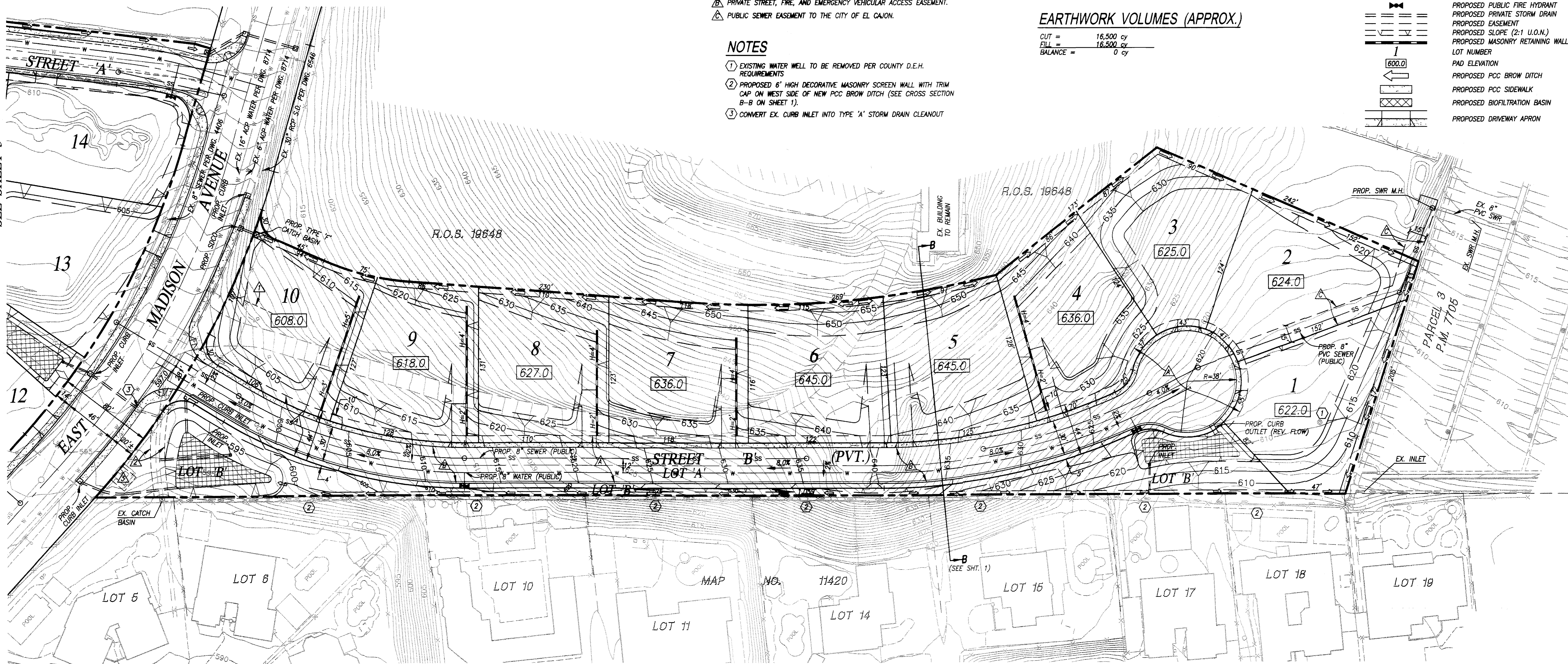
1. THE ON-SITE WATER SYSTEM WILL BE PUBLIC AND MAINTAINED BY THE HELIX WATER DISTRICT.
2. THE ON-SITE SEWER SYSTEM WILL BE PUBLIC AND MAINTAINED BY THE CITY OF EL CAJON.
3. ON-SITE STORM DRAIN SYSTEM AND STORM WATER TREATMENT DEVICES TO BE PRIVATE AND MAINTAINED BY THE H.O.A.
4. EACH LOT WILL RECEIVE 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

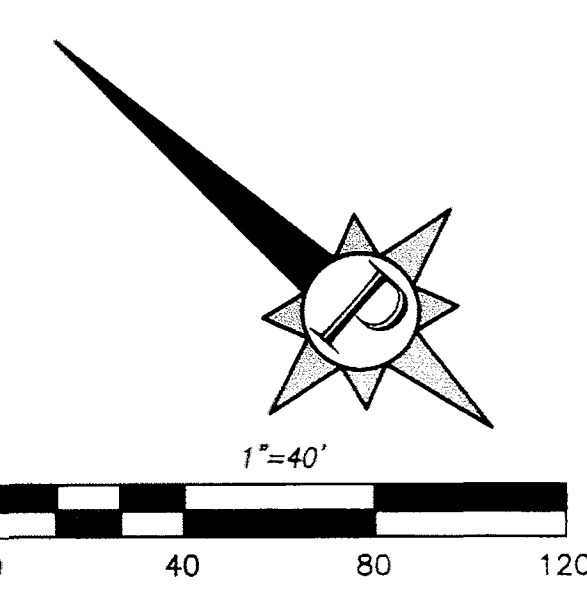
ASSESSOR PARCEL NUMBERS: 508-120-18, 512-130-35

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

Agenda Item 5.

DATE: July 25, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Continuation of Wells Park Restroom Emergency Declaration

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, proclaiming the Continuation of Emergency for Wells Park restroom conditions.

BACKGROUND:

On March 28, 2023, the City Council approved an emergency declaration for Wells Park restroom conditions to safeguard public health and safety. The work completed since the continued emergency declaration on July 11, 2023, includes the installation of six of eight special order expanded metal mesh skylights, with two remaining in fabrication. Standing metal seam roofing material on backorder was received on July 14, 2023. The roof installation will begin after the skylights are complete, which is tentatively scheduled for the week of July 24, 2023. The remaining work items include two large skylights, roofing, and interior lighting. Interior light fixtures are on hand and will be installed last.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Emergency repairs to publicly-owned service facilities necessary to maintain service essential to the public health, safety, or general welfare are exempt from the requirements of CEQA pursuant to section 15269(b) (Emergency Projects) of the CEQA guidelines.

FISCAL IMPACT:

On March 28, 2023, the City Council considered the use of \$250,000 of American Rescue Plan Act (ARPA) funding for the emergency repairs of this facility.

Prepared By: Senan Kachi, Associate Engineer
Reviewed By: Yazmin Arellano, Director of Public Works
Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. __-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON
PROCLAIMING THE CONTINUATION OF EMERGENCY FOR
WELLS PARK RESTROOM REPAIRS

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

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

WHEREAS, on March 22, 2023, the City Manager proclaimed the existence of an emergency due to ongoing vandalism and deteriorating conditions of the restrooms at Wells Park that have resulted in extensive damage to the facilities, making the only restroom facilities available to the public patronizing the park unusable, unavailable, and unsafe, which proclamation was ratified by the City Council on March 28, 2023 and April 11, 2023; and

WHEREAS, because the emergency work to repair the Wells Park restrooms is not completed, it is necessary for the City Council to again ratify the City Manager's proclamation of emergency for the Wells Park restroom conditions on March 22, 2023, as ratified by the City Council on March 28, 2023, by Resolution No. 017-23; on April 11, 2023, by Resolution No. 022-23; on April 25, 2023, by Resolution No. 023-23; on May 9, 2023, by Resolution No. 028-23; on May 23, 2023, by Resolution No. 037-23; on June 13, 2023, by Resolution No. 046-23; on June 27, 2023, by Resolution No. 061-23; and on July 11, 2023, by Resolution No. 065-23.

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

1. That the foregoing recitals are true and correct, and are the findings of the City Council.
2. That in adopting Resolution No. 022-23, the City Council approved an exemption from further environmental review under section 15269(b) (Emergency Projects) of California Environmental Quality Act ("CEQA") Guidelines, and authorized staff to file a notice of exemption for this emergency project.
3. That the City Council hereby proclaims the continuation of the local emergency for restroom repairs at Wells Park.
4. That the local emergency shall be deemed to continue to exist until termination is proclaimed by the City Council of the City of El Cajon.



City Council
Agenda Report

Agenda Item 6.

DATE: July 25, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Authorization to Establish the San Diego River Watershed Water Quality Improvement Project in El Cajon (San Diego River Conservancy Grant)

RECOMMENDATION:

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

1. Authorize the City Manager to execute the San Diego River Conservancy Grant Agreement SDRG B22-07;
2. Accept, appropriate, and expend \$1.0 million from the San Diego River Watershed Water Quality Improvement Grant (SDRG-B2207); and
3. Establish a \$1.0 million San Diego River Watershed Water Quality Improvement Project (243819PWCP).

BACKGROUND:

On May 11, 2023, the City was awarded \$1 million in San Diego River Conservancy (SDRC) grant funds. The proposed project will design and install full trash capture devices at 70 locations in high-priority areas within the City's disadvantaged and severely disadvantaged communities, as defined by the Department of Water Resources. The design and installation of these devices will prevent trash from entering local streams, creeks, and lined channels before flowing ultimately into the San Diego River to improve the water quality.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed Trash Capture Devices Project is exempt from the California Environmental Quality Act (CEQA) subject to sections 15307 and 15308 of the State CEQA guidelines as this action is taken to assure the maintenance, restoration, enhancement, or protection of the environment. In this instance, the existing open drainage structures will be retrofitted with new trash capture devices. No new environmental impacts would result. None of the exemption exceptions listed under CEQA Guidelines section 15300.2 exist.

FISCAL IMPACT:

Accept, appropriate, and expend \$1.0 million of San Diego River Conservancy grant funds (SDRG-B2207) for the San Diego River Watershed Water Quality Improvement Project (243819PWCP). The project will be included in the Fiscal Year 2023-24 Capital Improvement Program.

Prepared By: Mario Sanchez, City Engineer

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

SDRC Agreement

CIP Project Budget Sheet

RESOLUTION NO. __-23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON
AUTHORIZING THE ACCEPTANCE OF SAN DIEGO RIVER CONSERVANCY
GRANT FUNDS FOR THE SAN DIEGO RIVER WATERSHED WATER
QUALITY IMPROVEMENT-TRASH CAPTURE DEVICES PROJECT,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
SAN DIEGO RIVER CONSERVANCY GRANT AGREEMENT SDRG B22-07

WHEREAS, on May 11, 2023, the City of El Cajon (the "City") was awarded \$1,000,000 in San Diego River Conservancy ("SDRC") grant funds for the Watershed Water Quality Improvement-Trash Capture Devices project (the "Project"); and

WHEREAS, the Project will include the design and installation of full capture trash devices at seventy (70) locations, in high priority areas within the City's disadvantaged and severely disadvantaged communities, as defined by the Department of Water Resources; and

WHEREAS, the design and installation of these devices will prevent trash from entering local streams, creeks, and lined channels before ultimately flowing into the San Diego River, which will improve water quality; and

WHEREAS, the Project is exempt from the California Environmental Quality Act ("CEQA") subject to sections 15307 and 15308 of CEQA guidelines, as this action is taken to assure the maintenance, restoration, enhancement, or protection of the environment; and

WHEREAS, in this instance, the existing open drainage structures will be retrofitted with new trash capture devices, and no new environmental impacts would result, and none of the exemption exceptions listed under CEQA Guidelines section 15300.2 exist; and

WHEREAS, the City Council believes it to be in the best interests of the City to authorize the City Manager to sign SDRC Grant Agreement SDRG-B22-07 (the "Agreement") to accept SDRC grant funds in the sum of \$1,000,000, and the Project will be included in the Fiscal Year 2023-2024 Capital Improvement Program.

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby authorizes the acceptance and appropriation of the SDRC grant funds in the sum of \$1,000,000, for the Project.

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

07/25/23 CC Agenda
Reso – Accept SDRC Grant for Watershed Water Quality Impvmts-Trash Capture Project 072023

STANDARD AGREEMENT

Std. 2 (Grant - Rev 08/08)

AGREEMENT NUMBER SDRG-B22-07	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 95-6000703	

THIS AGREEMENT, made and entered into this _____ day of _____, 2023,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

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

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

The San Diego River Conservancy ("Conservancy") acting pursuant to Division 22.9 of the California Public Resources Code, Sections 32630-32658, hereby grants to the City of El Cajon ("the Grantee") a sum not to exceed \$1,000,000.00 (One Million Dollars and Zero Cents), subject to the terms and conditions of this grant agreement (Agreement).

The Grantee shall use these funds to design and install full capture trash devices at 70 concrete curb inlet locations along Forester Creek, a tributary to the San Diego River, to manage stormwater in high priority areas within the City of El Cajon's disadvantaged and severely disadvantaged communities (Project) in accordance with Scope of Work, Exhibit A.

(Continued on following pages)

The provisions on the following pages constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		GRANTEE			
AGENCY San Diego River Conservancy		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of El Cajon			
BY (Authorized Signature) 		BY (Authorized Signature) 			
PRINTED NAME AND TITLE OF PERSON SIGNING Julia L. Richards, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Graham Mitchell, City Manager			
ADDRESS & PHONE NUMBER 11769 Waterhill Road, Bldg. 2 Lakeside, CA 92040 (619) 390-0534		ADDRESS 200 Civic Center Way El Cajon, CA 92020 (619) 441-1785			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,000,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Local Assistance	FUND TITLE Budget Act of 2021			
	(OPTIONAL USE) Stormwater BMPs				
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	ITEM 3845-102-0001	CHAPTER 240/21	STATUTE 2021	FISCAL YEAR 2021	
TOTAL AMOUNT ENCUMBERED TO DATE \$1,000,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) Grants and Subventions –Governmental (5432000)				
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>					
SIGNATURE OF ACCOUNTING OFFICER 			DATE		

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

GRANTEE ACCOUNTING PROJECT MANAGER CONTROLLER STATE AGENCY

TERMS AND CONDITIONS OF GRANT

Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

Exhibit A: Scope of Work

Exhibit B: San Diego River Conservancy Resolution 23-06

Exhibit C: Request for Disbursement

Special Provisions & Conditions Precedent

1. Term of Grant Agreement performance period is July 31, 2023 through July 31, 2024.
2. As precedent to the San Diego River Conservancy's (Conservancy) obligation to provide funding, upon completion of detailed Project design, plans and specifications, Grantee shall provide to the Conservancy for review and approval a scope of work, tasks, detailed budget, detailed site plan and planting palette demonstrating use of native vegetation and attached hereto as Exhibit A. Approval by Conservancy of such plans and specifications, or any other approvals provided for in this Grant Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to maintain the facilities, or carry out any other obligations required by this Grant Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. The Board of the Grantee has adopted a resolution or provided letter designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the Grantee.
4. On May 11, 2023, the Conservancy adopted Resolution 23-07. This Agreement is executed under that authorization.
5. Signage and Acknowledgement of Funding, see sections M and N of this agreement starting on page 11.

General Conditions

A. Project Execution

1. Subject to the availability of Grant monies allocated by Budget Act of 2022, the Conservancy hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount approved by the Governing Board of the Conservancy and on the signature page in consideration of and on condition that the sum be expended in carrying out the

purposes as set forth in the description of Project in this Agreement, under the terms and conditions set forth in this Agreement and its Exhibits, hereby incorporated by reference.

2. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.

3. Grantee shall complete the Project in accordance with the term of the Agreement, unless a written amendment has been formally granted by the Conservancy under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered in the event of circumstances beyond the control of the Grantee, but in no event beyond June 2024.

4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with Section 21000, et. seq., California Code of Regulations Title 14, Section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits, if applicable.

5. Project must comply with Labor Code Section 1771.5 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b).

6. Grantee certifies that the Project does and will continue to comply with all current local, state and federal laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction, all applicable permits, right of entries and licenses will have been obtained.

7. Grantee shall permit site visits by the Conservancy to determine if Project work is in accordance with the approved Scope of Work, including a final inspection upon Project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the Conservancy for prior approval any deviation from the original Scope of Work per Exhibit A. Changes in scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the Conservancy must be submitted to the Conservancy for approval.

9. Grantee shall provide photographs of the site and the Project before, during and after implementation of Project with quarterly billing in the progress report and the final report. Grantee will provide spreadsheet with list of address locations or project site with each quarterly billing and in the final report.

B. Project Costs

1. The Conservancy may disburse to Grantee the Grant Funds as follows, but not to exceed in any event the amount set forth on the signature page of this Agreement:

a. On a reimbursement basis for project cost incurred within the invoice period.

b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds on completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the Conservancy, and the satisfactory completion of a site inspection by the Conservancy.

2. Payment & Documentation:

a. The Conservancy shall disburse funds for costs incurred to date, upon the Grantee's satisfactory progress on each Project task identified in the approved Scope. The Conservancy shall make the final disbursement and upon the Conservancy's acceptance of the Project.

b. The Conservancy will reimburse the Grantee for expenses upon receipt of a "Request for Disbursement form. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current mileage rate specified by the State of California.

c. The Grantee shall request disbursements by filing a fully executed "Request for Disbursement" form on or quarterly basis. The Grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the invoice period; cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the Grant Agreement (see Exhibit C). An authorized representative of the Grantee shall sign the form. Each form shall be accompanied by:

- A supporting progress report summarizing the current status of the Project, identify locations served and comparing it to the timeline and budget including written substantiation of completion for the portion of the Project for which the Grantee is requesting disbursement and copies of all invoices submitted by Grantee's subcontractors; and before and after photos.

d. The Grantee's failure to fully execute and submit a Request for Disbursement form and invoice on a quarterly basis will relieve the Conservancy of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.

All payment requests must be submitted using a completed Request for Disbursement form. Any penalties imposed on the Grantee by a contractor because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures must occur prior to the end date of the period of performance.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Project Budget included in Exhibit A.

C. Project Administration

1. Grantee shall promptly submit written progress reports with each Request for Disbursement or as the Conservancy may request. In any event, Grantee shall provide Conservancy a final report showing all Project expenditures.

2. Grantee shall make Project site available for inspection upon request by the Conservancy.

3. Grantee shall submit all documentation for Project completion and final reimbursement within 90 days of Project completion.

4. This Agreement may be amended by mutual agreement in writing between Grantee and Conservancy. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner.

5. All notices, requests, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if emailed, delivered personally or deposited in the United States mail by certified or registered mail, postage prepaid, to the following addresses (or to such other addresses as either Party shall designate by notice in writing to the other Party in accordance herewith):

If to the Conservancy: Executive Officer
11769 Waterhill Road, Building 2
Lakeside, CA 92040

If to the Grantee: City of El Cajon
200 Civic Center Way
El Cajon, CA 92020

6. Grantee must report to the Conservancy all sources of other funds including matching funds and in-kind labor for the Project with its final Request for Disbursement and final report. The Conservancy will request an audit of any Project that does not fully comply with this provision.

D. Project Completion

1. The Grantee shall complete the Projects by the completion date provided in the "Term of Agreement" section, above. Upon completion of the Projects, the Grantee shall supply the Conservancy with evidence of completion by submitting:

a. The plan and any other work products specified in the work program for the Project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.

b. A fully executed final "Request for Disbursement." The final disbursement form shall provide for cost accounting for all the tasks completed for the Project.

c. Within thirty days of the Grantee's submission of the above, the Conservancy shall determine whether the Grantee has satisfactorily completed the Project. If so, the Conservancy shall issue to the Grantee a letter of acceptance of the Project. The Project shall be deemed complete as of the date of the letter.

E. Project Termination

1. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this Agreement (plus accrued interest) and attorneys' fees. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this Agreement.

2. If the Conservancy terminates prior to the completion date, the Grantee shall take all reasonable measures to prevent further costs to the Conservancy under this Agreement. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the agreement prior to the date of the notice to terminate, but only up to the unpaid balance of funding authorized in this Agreement.

3. Failure by the Grantee to comply with the terms of this Agreement may be cause for suspension of all obligations of the Conservancy hereunder.

4. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the Conservancy hereunder if in the judgment of the Conservancy such failure was due to no fault of the Grantee. At the discretion of the Conservancy, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

5. Final payment will not be made until the Project conforms substantially to this Agreement, as determined by the Conservancy.

F. Indemnification

1. To the extent permitted by law, Grantee shall defend, indemnify and hold harmless the Conservancy, its officers, employees and agents ("Indemnified Persons") from and against any and all liability, loss, expense, attorney's fees, or claims for any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons.

2. Grantee must also provide for the defense and indemnification of the Indemnified Parties in any contractual provision extending indemnity to Grantee in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Parties to be included within the scope of any provision for the indemnification and defense of Grantee in any contract or subcontract. To the fullest extent permitted by law, Grantee agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement. Grantee agrees that in the event Conservancy is

named as a party in any action arising out of this Agreement, the Grantee shall notify Conservancy of such fact and shall represent Conservancy in such legal action unless Conservancy undertakes to represent itself in such legal action in which event Grantee shall reimburse Conservancy for its reasonable litigation costs, expenses, and attorney's fees.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the Conservancy for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for twenty (20) years after final payment and three (3) years following an audit.
2. Grantee and Conservancy agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the Conservancy accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use any generally accepted accounting system.

H. Proof of Insurance

1. Insurance

Throughout the term of this contract, the Grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Contractor or its agents, representatives, employees, or subcontractors associated with the project undertaken pursuant to this contract.

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
 - ii. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
 - iii. Workers' Compensation insurance as required by the Labor Code of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming the Conservancy as an additional insured.

- b. Minimum Limits of Insurance. The Grantee shall maintain limits no less than:
- i. General Liability: (Including operations, products and completed operations, as applicable) \$1,000,000 per occurrence for bodily injury, personal injury and broad form property damage and \$2,000,000 general aggregate limit. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this contract or the general aggregate limit shall be twice the required occurrence limit.
 - ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
- d. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Conservancy. **The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:**
- i. **The State of California, its officers, agents and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.**
 - ii. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees.
 - iii. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.
- e. Acceptability of Insurers. Insurance is to be placed with insurers admitted to transact business in the State of California and having a Best's rating of "B+" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.

- f. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall require each subcontractor to provide and maintain coverage consistent with the requirements of this section.
- g. Claims Made. If errors-and-omissions coverage is written on a claims-made form:
 - i. The "Retro Date" must be shown, and must be before the date of this contract or the beginning of work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of the work under this contract.
 - iv. A copy of the claims reporting requirements must be submitted to the Executive Officer for review.
- h. Verification of Coverage. The Contractor shall furnish the Conservancy with original certificates amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- i. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

I. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

J. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

K. Assignment

This Agreement is not assignable by the Grantee either in whole or in part unless approved in writing by the Conservancy.

L. Work Products

The Grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The Grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

The Grantor understands and accepts that Grantee is legally mandated under the McKee Transparency Act (Cal. Ed. Code section 89913-89920 et seq) to provide records to all and any parties that request such records in at most ten days from such record request. This agreement and information provided to Grantee which was not clearly marked as "Proprietary" and or "Confidential" will be readily provided to such requests when received by Grantee. In any event, Grantee shall use its best efforts to give the Conservancy at least five (5) calendar days' prior written notice of any such disclosure.

M. Acknowledgment

The grantee should mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

Acknowledgement can come in many forms.

- Signage at work sites
- Describe the Conservancy's involvement and link to the Conservancy's website on your website and/or project page.
- Acknowledge the Conservancy's funding and include the Conservancy's boilerplate (below) in press releases or media materials.
- Mention the Conservancy's support in media interviews.
- Include the Conservancy's logo on project signs, interpretive signage or materials produced for your project.
- Mention the Conservancy's support for your program in newsletters/email updates to your stakeholders and subscribers.
- Acknowledge the Conservancy's funding verbally during events.
- Invite the Conservancy grant manager to your events to attend or to table.
- Request brochures or signage from us.
- Note the Conservancy's funding in project documentation and reports.
- Mention the Conservancy's support in Annual Reports.

Please submit your **Plan for Acknowledgement** to your Grant Manager. When submitting your Plan for Acknowledgement, please describe which of the tactics above you intend to employ, or explain other channels you propose to use.

It is sufficient to simply state that the Conservancy provided funding for your project, but we welcome further description of the Conservancy's assistance or any technical expertise or non-financial support that was provided by the Conservancy. We hope to foster a greater understanding of the Conservancy's work through your acknowledgement.

N. Signs and Acknowledgement

Prior to beginning the project, the Grantee shall submit to the Executive Officer a **Plan for the installation of signs** and acknowledgment of Conservancy support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The Grantee shall install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo. The Conservancy shall provide to the grantee specifications for the signs. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. The Grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

O. Bonding

If the Grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

P. Nondiscrimination

During the performance of this agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual

orientation, or military and veteran status (Government Code Section 12940). The Grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code Sections 12945.1 and 12945.2). The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code Section 11135, the Grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

Pursuant to Government Code Section 12990, the Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, Section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

Q. Independent Capacity

The Grantee, and the agents and employees of Grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the San Diego River Conservancy - State of California.

R. Assignment

Without the written consent of the Executive Officer, the Grantee may not assign this agreement in whole or in part.

S. Timeliness

Time is of the essence in this agreement.

T. Executive Officer's Designee

The Executive Officer may designate a Conservancy Project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement.

U. Amendment

As expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

V. Locus

This agreement is deemed to be entered into in the County of San Diego. Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of San Diego, California.

Exhibit A
Scope of Work
San Diego River Watershed Water Quality Improvement Project in El Cajon

INTRODUCTION

The San Diego Regional Water Quality Control Board (San Diego Water Board) issues the Phase I Municipal Separate Storm Sewer System (MS4) Permit to 39 municipal Copermittees to prevent pollutants from entering the City's stormwater conveyance system. This permit regulates what is allowed to leave storm drain systems and enter local waterways. Pursuant to the Federal Water Pollution Control Act (Clean Water Act) section 402(p), stormwater permits are required for discharges from an MS4 serving a population of 100,000 or more which applies to the City of El Cajon.

PROJECT SUMMARY

The City of El Cajon's proposed Project will design and install full capture trash devices at 70 locations, in high priority areas within the City of El Cajon's disadvantaged and severely disadvantaged communities, as defined by the Department of Water Resources. The Project includes the design and construction of inline trash-capture modules or devices which will prevent trash from entering the waterway.

The purpose of the proposed Project is to continue to improve water quality in tributaries within the San Diego River Watershed through adaptative management practices. This will improve water quality in Forester Creek before it flows into the San Diego River.

The City of El Cajon will maintain these devices by using the City's vacuum truck to remove trash and debris. The devices are made of stainless steel and concrete components that do not degrade or further contribute to non-biodegradable plastic issues. Installation of the devices effectively bypass components designed to not impede high-flow rain events and devices can be retrofit to address future needs.

The project is consistent with the State of California Regional Water Quality Control Board's Order R9-2017-0077 and is exempt from environmental review under CEQA Guideline 15301(c) (Class 1) as it is a minor alteration of an existing public infrastructure involving negligible or no expansion of an existing use.

PROJECT'S MEASURABLE RESULTS

This project will be able to identify, quantify and prevent trash from entering local streams, creeks, lined-channels, and other surface water conveyance systems. For example, more than 1,200 pounds of trash and plastic material were removed from cleanup efforts performed along Broadway Creek and Forester Creek in 2020 and 2021. Most of this trash is an obvious and significant water pollution problem and often times toxic to fish and wildlife. Non-biodegradable plastic and expanded polystyrene ("Styrofoam"), including bags, bottles, and the fiberglass filters from cigarette butts, comprise the majority of pollution that will be removed.

Map 1. Proposed Full Capture Trash Device Locations

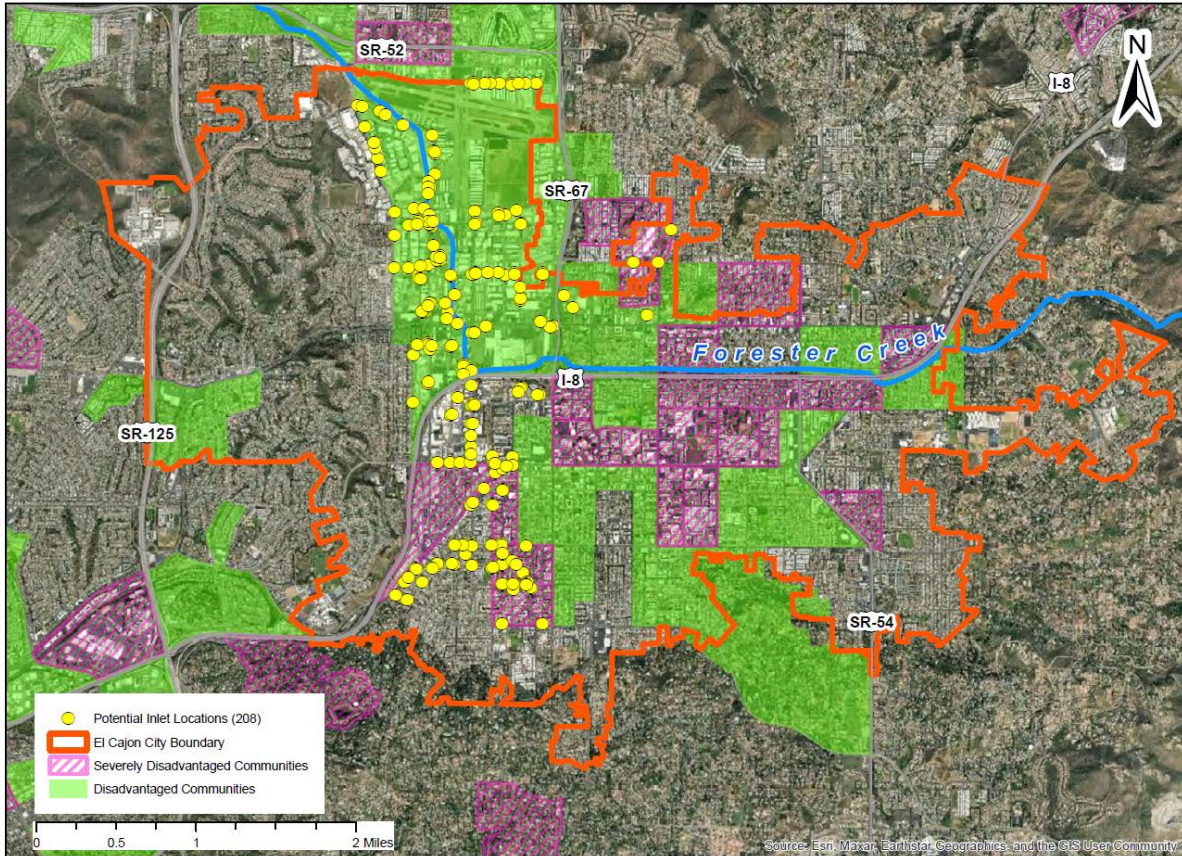


TABLE 1. BUDGET ESTIMATE AND ANTICIPATED SCHEDULE

Task #	Description	San Diego River Conservancy	Schedule
1.	Project Management and Planning	\$250,000.00	Quarterly Throughout Grant Contract
2.	Construction/ Implementation	\$750,000.00	Completed by June 2024
Total		\$1,000,000.00	

PROJECT TASKS

Task 1. Planning and Permitting

The project team will determine the location of the 70 trash capture devices in close coordination with the California Department of Fish and Wildlife, San Diego Regional Water Quality Control Board, and U.S. Army Corps of Engineers to obtain the California Fish and Game Code, Section 1602, Streambed Alteration Agreement; Clean Water Act, Section 401, Water Quality Certification; and Clean Water Act, Section 404, Nationwide Permit.

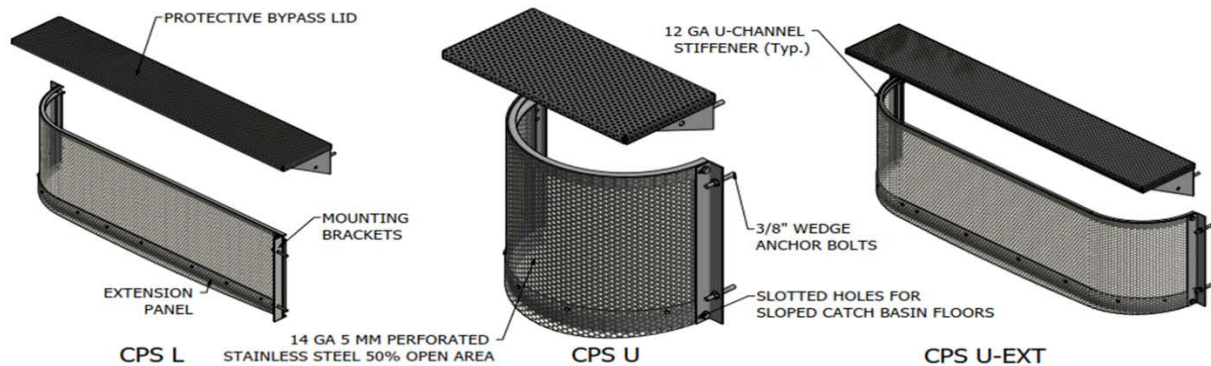
Task 2. Project Management

The project team will provide technical services as needed for agreement completion. This includes management of contractor schedule, inspection and identification of noncompliant work and scope, and negotiation of changes. The project team will monitor, supervise, and review work performed; as well as documentation of pre-existing conditions, document control, labor compliance, and assurance of environmental compliance with approved procedures, applicable laws, and regulations.

Task 3. Construction and Implementation

Design and installation of up to 70 full capture trash devices at curb inlets within the project area shown in Map 1 (Proposed Full Capture Trash Device Locations). Each full capture trash device will be adapted for its specific location.

Figure 2. Below are designs of three types of trash capture devices for curb inlets:
ADS FLEXSTORM: CONNECTOR PIPE SCREEN (CPS)



DELIVERABLES

PROJECT REPORTING

- Submit quarterly invoices and progress reports with before and after photographs of the work performed under this grant with each RFD
- Detailed design of the device and proposed improvements
- Installation of 70 Full Capture Trash Devices
- Install funding acknowledgment signage

Exhibit B

Resolution No: 23-07

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

**AUTHORIZING THE EXECUTIVE OFFICER TO GRANT \$1,000,000
FROM THE BUDGET ACT OF 2022 TO THE CITY OF EL CAJON
TO INSTALL 70 FULL CAPTURE DEVICES TO PREVENT TRASH
FROM ENTERING THE SAN DIEGO RIVER**

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

WHEREAS, the Legislature of the State of California has provided funds under the Budget Act of 2022 to fund climate resilience, natural and cultural resource protection, wildfire, and community access projects; and

WHEREAS, the San Diego River Conservancy has been delegated the responsibility for the administration of this grant program, establishing necessary procedures and guidelines in accordance with statewide priorities and plans; and

WHEREAS, the City of El Cajon applied to the San Diego River Conservancy for funding to install full capture devices to prevent trash from entering storm drains and to improve water quality along Forester Creek (Project), a tributary to the San Diego River; and

WHEREAS, San Diego River Conservancy staff is recommending \$1,000,000 to implement the Project and install 70 full capture devices in the City of El Cajon's disadvantaged and severely disadvantaged areas; and

WHEREAS, this Project is consistent with the Conservancy's Strategic Plan, Program 3 Preserve and Restore Natural Resources, and Program 5 Enhance Water Quality and Natural Flood Conveyance.

WHEREAS, the San Diego River Conservancy staff have reviewed the grant application, met with applicant and recommends the Project for approval.

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

1. The proposed Project is consistent with the purposes and intent of the Budget Act of 2022.
2. The proposed authorization is consistent with the purposes and objectives of the San Diego River Conservancy Act (Public Resources Code, Sections 32630-32659.9).
3. The San Diego River Conservancy hereby authorizes the disbursement of up to \$1,000,000 (One Million Dollars) for the Project.

4. Appoints the Executive Officer, or her designee, as an agent to execute all agreements, grants, sub-contracts, and other documents needed for the completion of the Project.

5. Prior to the disbursement of funds, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy a scope of work including selection of 70 inlet locations, budget, and schedule.

Approved and adopted on May 11, 2023. I, the undersigned, hereby certify that the foregoing Resolution Number 23-07 was duly adopted by the San Diego River Conservancy's Governing Board.

Roll Call Vote:
 Yeas: 11
 Nays: 0
 Absent: 3



 Julia L. Richards
 Executive Officer

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

Name	Ayes	Noes	Abstained
CNRA: Katherine Toy	✓		
DOF: Sally Lukenbill			
GADFW: Richard Burg			
Dr. Jennifer Campbell, SD Mayor Designee	✓		
Joel Anderson, County Supervisor			
Raul Campillo	✓		
Ben Clay, Chair	✓		
Ruth Hayward, Vice Chair	✓		
J. Cody Petterson	✓		
John Elliott	✓		
Elsa Saxod	✓		
DPR Designee, Ray Lennox	✓		
DPR Designee, Gina Moran			
Phil Ortiz	✓		
Dustin Trotter	✓		

Exhibit C

REQUEST FOR DISBURSEMENT

Name of Grantee/Contractor: City of El Cajon		Agreement Number: SDRG-B22-07		Invoice Number: 1	
Address (include zip code): 200 Civic Center Way El Cajon, 92020		San Diego River Watershed Water Quality Improvement Project in El Cajon			
		Billing Period Covered: From: 7/31/2023 To: 7/31/2024			
Work Plan Task Number and Name	Task Budget	Costs Incurred this Period	Total Cost to Date	Remaining Balance	
1. Project Management and Planning	\$ 250,000.00			\$ 250,000.00	
2. Construction/Implementation	\$ 750,000.00			\$ 750,000.00	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTAL	\$ 1,000,000.00	\$ -	\$ -	\$ 1,000,000.00	
LESS Ten (10%) Percent Withhold (if applicable)		\$ -			
TOTAL AMOUNT REQUESTED		\$ -			
CERTIFICATION OF GRANTEE					
I hereby certify that the above costs were incurred in the performance of work required under the agreement and are consistent with the amounts evidenced by supporting documents and expenditures.					
_____		_____		_____	
Signature		Printed Name and Title		Date	
(FOR CONSERVANCY USE ONLY)					
AGREEMENT EXPENDITURE APPROVALS					
The undersigned certifies that all conditions precedent to disbursement and all other legal prerequisites for this disbursement have been met.					
Approval Requested:		Date Approved:		Request Approved:	
		(write in full name)			
SDRC, Project Manager				SDRC, Executive Officer	
Fund Title: Budget Act of 2021					
Program: _____		Account Code: _____			
FY: _____		Date entered into Fi\$cal _____			

GRANTEE/CONTRACTOR DIRECT EXPENDITURE:		
(A) Materials and Equipment	Reference	Amount
SUB-TOTAL (A)		\$ -
(B) Labor - Description	Reference	Amount
SUB-TOTAL (B)		\$ -

(C) SUB-CONTRACTOR'S EXPENDITURE:		
Name	Reference	Amount
SUB-TOTAL (C)		\$0.00

GRAND TOTAL (A+B+C)*	\$0.00
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NOTE: (1) * Should agree with "Total Costs Incurred This Period" on front page.

CAPITAL IMPROVEMENT PROJECT

FISCAL YEAR 2023 - 2024

PROJECT NAME: Storm Water Trash Capture Devices Installation

ACTIVITY: 650790

PROJECT NO: 24xxxxPWCP

Description:

Installation of 70 storm water pollution structural controls, such as full capture storm drain filters in disadvantaged and severely disadvantaged areas of the City. These controls keep storm drains clean and clear of contaminants as required by regional, state, and national regulations.

Justification:

In accordance with the Regional Water Quality Control Board's Order R9-2017-0077, storm water regulations require the implementation of measures that prevent pollutants from entering the City's storm drain system. The installation of structural controls, such as full capture storm drain (FCD) filters, are required at storm drain inlets that receive storm runoff from designated Priority Land Uses. Approximately 70 FCDs must be installed by June 2024. The Contractor will be responsible for the installation and inspection of all FCDs installed per the Contract and all existing full and partial storm drain filters.

Scheduling:

70 FCDs to be installed by June 2024.

Operating Budget Impact:

Operational and maintenance costs will incrementally increase as filters are installed.

	Original Project Budget	Current Project Budget	Proposed Project Amendment	Proposed Project Budget
Architectural Services (8315)		-		-
Consulting Services (8325)		-		-
Engineering Services (8335)		-		-
Engineering Services-Internal (8336)	124,700	-		124,700
Inspection Services-Internal (8337)	125,000	-		125,000
Legal Services (8345)		-		-
Other Prof/Tech Services (8395)		-		-
Advertising (8522)	250	-		250
Permits & Fees (8560)	50	-		50
Janitorial Services (8544)		-		-
Printing & Binding (8570)		-		-
Furniture, Machinery & Equipment (9035)		-		-
Land Improvements / Abatement & Demo (9055)		-		-
Construction-Buildings (9060)		-		-
Infrastructure (9065)	750,000	-		750,000
Contingency (9060)		-		-
PROJECT COST TOTAL:	1,000,000	-	-	1,000,000

Source(s) of Funds:				
				-
San Diego River Conservancy Grant	1,000,000	-	-	1,000,000
				-
FUNDING TOTAL:	1,000,000	-	-	1,000,000



City Council
Agenda Report

Agenda Item 7.

DATE: July 25, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Contribution to Miss El Cajon Pageant Organization

RECOMMENDATION:

That the City Council approves a contribution in the amount of \$2,500 to the Miss El Cajon Pageant Organization.

BACKGROUND:

The local non-profit Miss El Cajon Pageant Organization is requesting a monetary contribution of \$2,500. The Miss El Cajon Pageant Organization will use the funds to continue providing scholarships and betterment workshops for pageant participants. In past years, the City Council has provided funding to this organization.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed monetary contribution to the Miss El Cajon Pageant Organization is not a "Project" as defined under section 15378(b)(4) of the State CEQA Guidelines, because it is a government fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

FISCAL IMPACT:

The \$2,500 contribution is available in the City Council Contingency Account (\$101101-8530).

Prepared By: Graham Mitchell, City Manager

Reviewed By: Graham Mitchell, City Manager

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

Agenda Item 8.

DATE: July 25, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Subdivision Agreement for Public Improvements and Parcel Map for Tentative Parcel Map (TPM) No. 659; 636 S Johnson Ave; Engineering Job No. 3606

RECOMMENDATION:

That the City Council:

1. Approves the Parcel Map and Subdivision Agreement for Public Improvements for Tentative Parcel Map (TPM) 659, 636 South Johnson Avenue, Engineering Job No. 3606;
2. Authorizes the City Manager to execute the agreements and related documentation; and
3. Authorizes the Department of Public Works to release bonds after completion of improvements.

BACKGROUND:

On August 14, 2018, the El Cajon Planning Commission approved TPM No. 659 for a three (3) unit residential development by Resolution No. 087-18, subject to conditions. The subdivision is in the Residential, Single-Family, 6,000 square-foot (RS-6) zone located on the northwest corner of South Johnson and Franklin Avenues (the "Project").

All conditions have been satisfied or are guaranteed by the Subdivision Agreement. All fees and securities have been paid. Therefore, the Parcel Map is ready to be recorded.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Approval of the Parcel Map with the accompanying Subdivision Agreement is statutorily exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15268(b)(3).

FISCAL IMPACT:

None. The property owner has paid all fees.

Prepared By: Paul Romero, Associate Engineer

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Parcel Map
Subdivision Agreement - Public Improvements

TPM NO. 659

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND SUBDIVIDED BY THIS MAP AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP CONSISTING OF 2 SHEETS AND DESCRIBED IN THE CAPTION THEREOF.

WE HEREBY DEDICATE TO THE CITY OF EL CAJON AN EASEMENT FOR PUBLIC STREET PURPOSES OVER THAT PORTION OF JOHNSON AVE AND FRANKLIN AVE AS SHOWN HEREON.

ALRITAJ, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature] 7-14-2023
MUHANAD KHUDHUR, MANAGER DATE

A NOTARY PUBLIC OR OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGN THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____)

ON _____ BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT (HE/SHE/THEY) EXECUTED THE SAME IN (HIS/HER/ THEIR) AUTHORIZED CAPACITY(IES), AND THAT BY (HIS/HER/THEIR) SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER _____

BEING A SUBDIVISION OF LOT 15 BLOCK 3 OF FRANKLIN CENTER, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2098, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 19, 1928.

CITY COUNCIL RESOLUTION NO. 086-18 APPROVING PLANNED UNIT DEVELOPMENT (PUD) 350, DATED AUGUST 14, 2018

CITY COUNCIL RESOLUTION NO. 087-18 APPROVING TPM NO. 659, DATED AUGUST 14, 2018.

GEOTECHNICAL INVESTIGATION PREPARED BY RP ENGINEERS DATED JANUARY 30, 2019, PROJECT NO. 1612-20.

GRADING AND DRAINAGE PLAN DRAWING NO. 2536 PREPARED BY RP ENGINEERS FOR TPM 659 ON FILE WITH THE CITY ENGINEER, CITY OF EL CAJON

SUBDIVISION GUARANTEE ISSUED BY FIDELITY NATIONAL TITLE COMPANY AS ORDER NO. 00143489-996-SD1-RT4 DATED JUNE 06, 2023.

GROSS AREA IS 0.202 ACRES.

ASSESSOR'S PARCEL NO. : 487-531-12-00

SCHOOL DISTRICT FEE ASSESSMENT

SCHOOL DISTRICTS IN THE CITY OF EL CAJON CURRENTLY HAVE DEVELOPER FEE ASSESSMENT POLICIES. THESE FEES ARE COLLECTED AT THE TIME OF ISSUANCE OF BUILDING PERMITS.

COUNTY TREASURER/ TAX COLLECTOR, DIRECTOR OF DEPARTMENT OF PUBLIC WORKS

WE THE TREASURER-TAX COLLECTOR OF THE COUNTY OF SAN DIEGO, CALIFORNIA AND PUBLIC WORKS DIRECTOR OF SAID COUNTY, HEREBY CERTIFY THAT THERE ARE NO UNPAID SPECIAL ASSESSMENTS OR BONDS WHICH MAY BE PAID IN FULL SHOWN ON THE BOOKS OF OUR OFFICES AGAINST THE TRACT OR SUBDIVISION OR ANY PART THEREOF SHOWN ON THE ANNEXED MAP AND DESCRIBED IN THE CAPTION THEREOF.

DAN MCALLISTER, COUNTY TREASURER AND TAX COLLECTOR

BY: _____
DATE

WILLIAM MORGAN, PUBLIC WORKS DIRECTOR

BY: _____
DATE

CITY OF EL CAJON CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY THAT THE PUBLIC STREET EASEMENT AS SHOWN ON THIS MAP AND DEDICATED TO THE CITY OF EL CAJON, A CALIFORNIA CHARTER CITY AND MUNICIPAL CORPORATION, IS HEREBY ACCEPTED BY ORDER OF THE CITY COUNCIL OF THE CITY OF EL CAJON PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 104-01 OF THE CITY COUNCIL OF THE CITY OF EL CAJON APPROVED ON JUNE 26, 2001, AND THE CITY OF EL CAJON CONSENTS TO THE RECORDATION THEREOF AND THIS ACCEPTANCE IN THE OFFICIAL RECORDS OF SAN DIEGO COUNTY, CALIFORNIA BY ITS DULY AUTHORIZED OFFICER.

IN WITNESS WHEREOF, THIS ACCEPTANCE HAS BEEN EXECUTED ON _____, 2023.

CITY OF EL CAJON
A CALIFORNIA CHARTER CITY
AND MUNICIPAL CORPORATION

BY: _____
GRAHAM MITCHELL, CITY MANAGER

APPROVED AS TO FORM:

BY: _____
MORGAN L. FOLEY, ESQ.
CITY ATTORNEY, CITY OF EL CAJON

ATTEST:

BY: _____
ANGELA CORTEZ
CITY CLERK, CITY OF EL CAJON

SURVEYOR'S CERTIFICATE

I, ROMULO F. PUERTOLLANO, A LICENSED CIVIL ENGINEER IN THE STATE OF CALIFORNIA HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MUHANAD KHUDHUR ON 03-16-18, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL STAKES, MONUMENTS, AND MARKS FOUND, TOGETHER WITH THOSE SET, ARE OF THE CHARACTER INDICATED AND OCCUPY THE POSITIONS SHOWN HEREON.

I WILL SET ALL OTHER MONUMENTS OF THE CHARACTER, AND AT THE POSITIONS INDICATED BY THE LEGEND IN THIS MAP WITHIN THIRTY (30) DAYS AFTER THE COMPLETION OF THE REQUIRED IMPROVEMENTS AND THEIR ACCEPTANCE BY THE CITY OF EL CAJON AND ALL SUCH MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

[Signature] 7-17-2023
ROMULO F. PUERTOLLANO, RCE 27246 DATE
EXP. 03-31-25



CITY ENGINEER'S STATEMENT

I, STATE THAT THIS PARCEL MAP DOES NOT APPEAR TO BE A MAP OF A MAJOR SUBDIVISION FOR WHICH A FINAL MAP IS REQUIRED PURSUANT TO SECTION 66426 OF THE SUBDIVISION MAP ACT. I FURTHER CERTIFY THAT THIS PARCEL MAP CONFORMS TO THE TENTATIVE PARCEL MAP AND ANY APPROVED ALTERATION THEREOF; THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CODE OF THE CITY OF EL CAJON AS AMENDED HAVE BEEN COMPLIED WITH.

MARIO SANCHEZ, _____ DATE
CITY ENGINEER,
CITY OF EL CAJON
RCE 52765

I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT

MICHAEL A. HAVENER, PLS 7354 _____ DATE
SURVEY CONSULTANT, CITY OF EL CAJON

TAX DEPOSIT CERTIFICATE

I, ANDREW POTTER, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE) REGARDING (A) DEPOSITS FOR TAXES, AND (B) CERTIFICATION OF THE ABSENCE OF LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES EXCEPT THOSE NOT YET PAYABLE, HAVE BEEN COMPLIED WITH.

ANDREW POTTER, CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY DATE

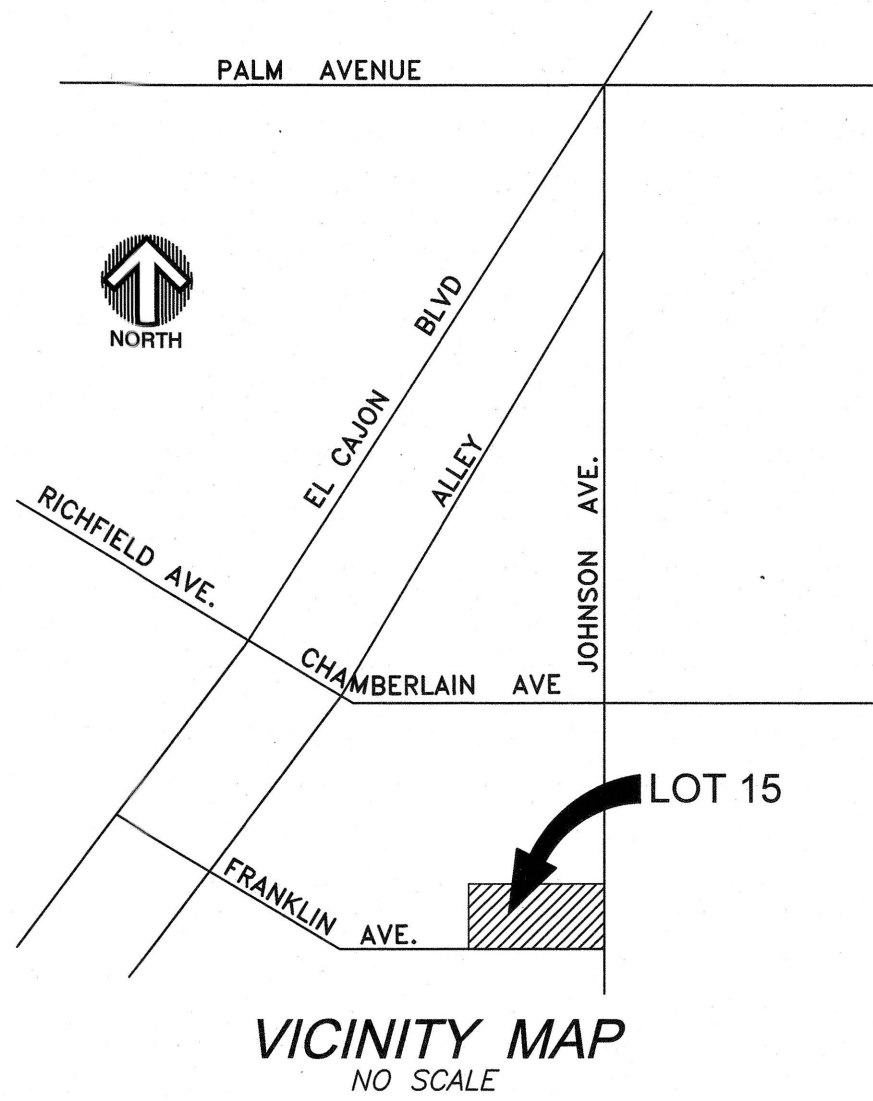
RECORDER'S CERTIFICATE

I, JORDAN Z. MARKS, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDATION THIS MAP FILED AT THE REQUEST OF ROMULO F. PUERTOLLANO THIS _____ DAY OF _____ 2023. AT _____ O'CLOCK _____ M.

JORDAN Z. MARKS _____ BY: _____
COUNTY RECORDER DEPUTY COUNTY RECORDER

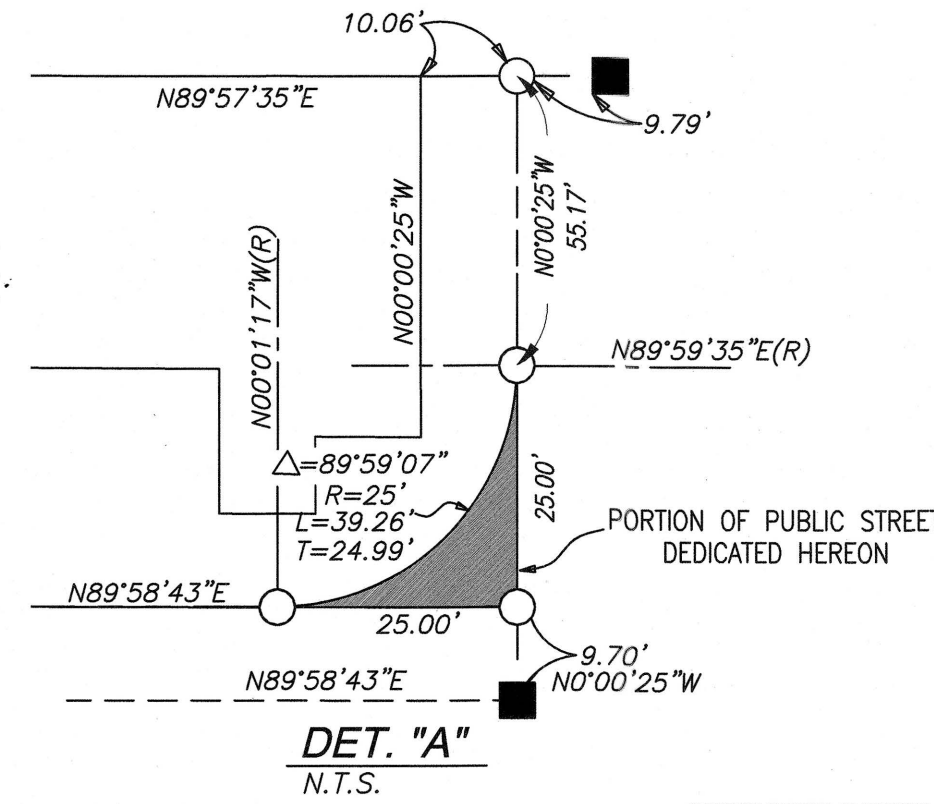
FEE: \$ 51.00

CALIFORNIA COORDINATE INDEX: 178-1737
TPM 659 PUD 350



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE WESTERLY PROPERTY LINE OF LOT 15, IN BLOCK 3 OF FRANKLIN CENTER AS SHOWN ON MAP 9750, I.E. N 00° 00' 25"W

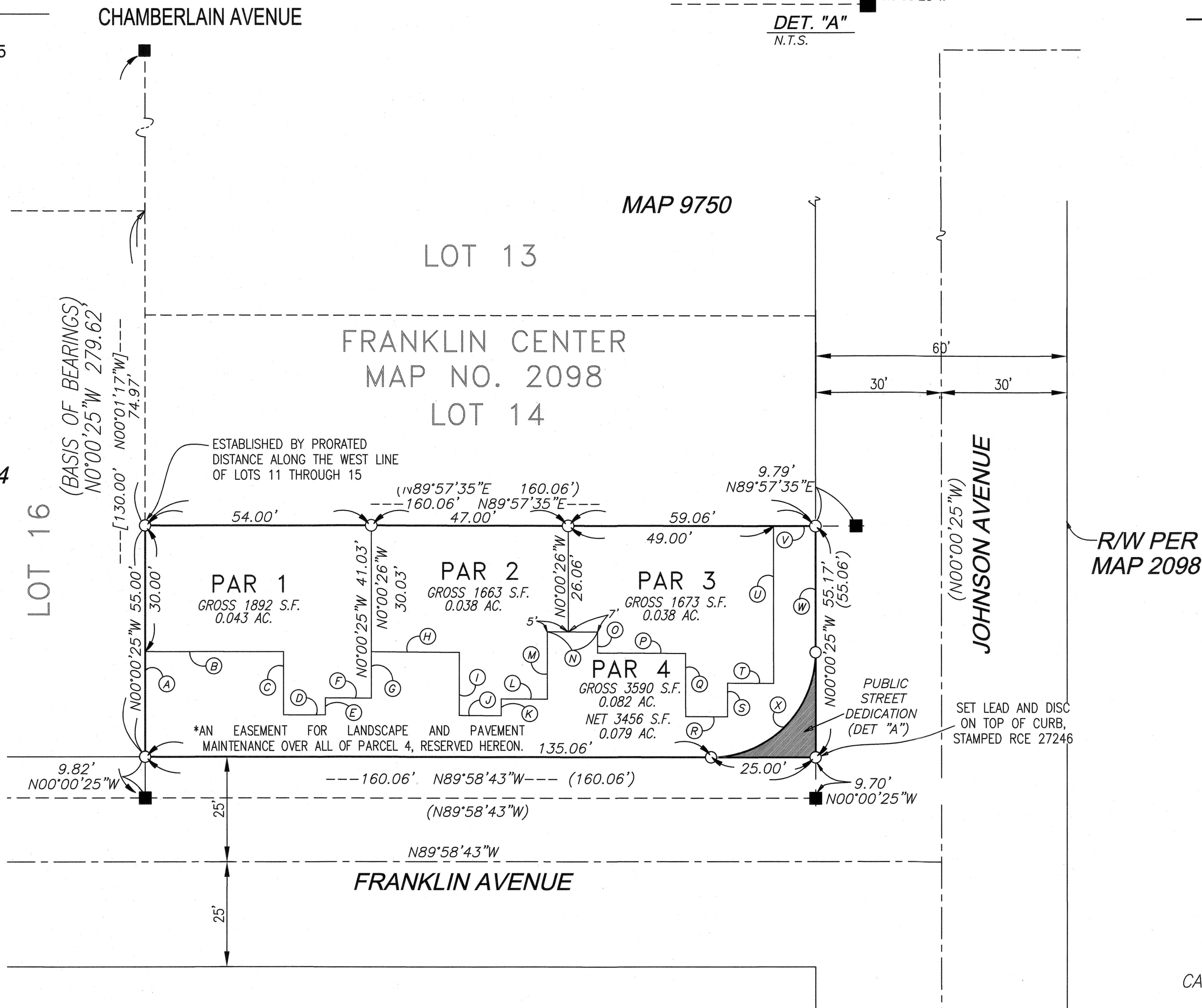


LEGEND

- INDICATES WILL SET 3/4"x18" I.P. WITH BRASS DISC STAMPED RCE 27246, UNLESS NOTED OTHERWISE, SEE DEFERRED MONUMENTATION STATEMENT SHEET 1
- INDICATES FD LEAD & TACK PER MAP 9750
- INDICATES FD 1" I.P. & TAG LS 5845 PER CR 33864
- () INDICATES REC. PER MAP 9750
- [] INDICATES REC. PER C.R. 33864
- (R) INDICATES RADIAL BEARING
- INDICATES PARCEL MAP BOUNDARY

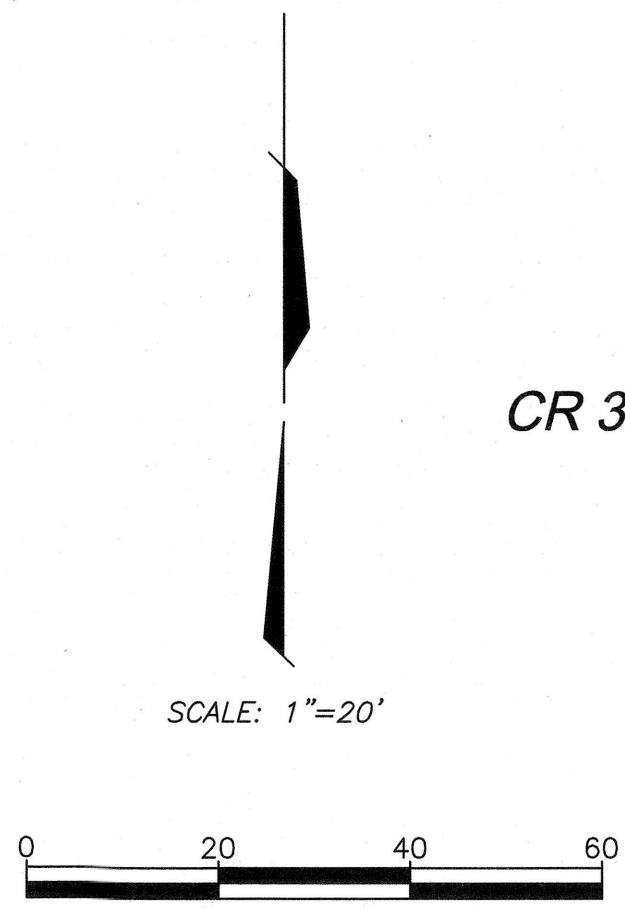
LINE & CURVE DATA TABLE

NOS.	Δ BEARINGS	LENGTH	RADIUS
A	N00°00'25"W	25.00'	—
B	N89°59'35"E	33.00'	—
C	N00°00'25"W	15.00'	—
D	N89°59'35"E	10.00'	—
E	N00°00'25"W	4.00'	—
F	N89°59'35"E	11.00'	—
G	N00°00'23"W	11.00'	—
H	N89°59'35"E	21.00'	—
I	N00°00'25"W	15.00'	—
J	N89°59'35"E	10.00'	—
K	N00°00'25"W	4.00'	—
L	N89°59'35"E	11.00'	—
M	N00°00'25"W	15.00'	—
N	N89°59'35"E	12.00'	—
O	S00°00'25"E	4.00'	—
P	N89°59'35"E	21.00'	—
Q	N00°00'25"W	15.00'	—
R	N89°59'35"E	10.00'	—
S	N00°00'25"W	8.00'	—
T	N89°59'35"E	11.00'	—
U	N00°00'26"W	37.09'	—
V	N89°57'35"E	10.06'	—
W	S00°00'25"E	30.17'	—
X	Δ=89°59'07"E	L=39.26'	R=25'



LOT AREA SCHEDULE

PARCEL	AREA (S.F.)	GROSS	NET
PARCEL 1	1892 S.F.	0.043 AC.	0.043 AC.
PARCEL 2	1663 S.F.	0.038 AC.	0.038 AC.
PARCEL 3	1673 S.F.	0.038 AC.	0.038 AC.
PARCEL 4	3590 S.F.	0.082 AC.	0.079 AC.
DEDICATION WITHIN PAR. 4	134 S.F.	0.003 AC.	0.003 AC.
TOTAL	8818 S.F. GROSS	0.202 AC.	0.199 AC.



SUBDIVISION AGREEMENT

(Public Improvements)
(636 S. Johnson Avenue)

THIS AGREEMENT entered into by and between the CITY OF EL CAJON, a California charter city and municipal corporation, hereinafter referred to as "City", and ALRITAJ, LLC, a California limited liability company, hereinafter referred to as "Developer"; and

WHEREAS, Developer, pursuant to the provisions of the Subdivision Map Act of the State of California and Title 16 of the El Cajon Municipal Code, contemplates the filing of Tentative Parcel Map 659 ("TPM 659") prior to the completion of certain public improvements as shown on the official plans, specifications and detailed drawings on file with the City Engineer of City (the "Improvements"); and

WHEREAS, the City Engineer has estimated the cost of said Improvements to be the sum of THIRTY-TWO THOUSAND DOLLARS AND NO CENTS (\$32,000.00); and

WHEREAS, Developer has or will post a bond or other form of surety (the "Improvement Security") by a surety company admitted in California and acceptable to City (the "Surety Insurer").

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That in consideration of the approval of said TPM 659 prior to the completion of the Improvements for said project, Developer hereby covenants and agrees to install and construct the said Improvements in accordance with the official plans, and that said Improvements shall be completed within two (2) months from the date of the recording of the parcel map by the County Recorder of the County of San Diego.

2. Should Developer fail to complete said Improvements within the time set forth above, City, at its option, has the right to enter onto the property to complete said Improvements. Should the City exercise such option, it shall be at the expense of Developer, or the City may, in the alternative, hold Developer and the Surety Insurer liable for damages.

3. Developer agrees to furnish and City agrees to release the Improvement Security in accordance with Title 16 of the El Cajon Municipal Code to secure warranty, faithful performance, and payment of labor and materials for said construction and installation. Any surety bonds shall be issued by corporate sureties admitted to do business in California and approved by the City Attorney. The form of said bonds shall be substantially as set forth in Sections 66499.1 and 66499.2 of the Government Code of the State of California.

4. Developer further agrees to furnish the following surety bonds or cash deposits, if applicable to the project. Any such bonds shall be issued by corporate sureties authorized to do business in California and approved by the City Attorney:

- a. \$ 3,100.00 for Lot Staking
- b. \$ -0- for installation of Underground Utilities
- c. \$ -0- for any deposits or bonds identified in the Resolution approving this project not otherwise in this Agreement.

5. The City or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer, its agents or employees in the performance of this Agreement. Developer further agrees to protect and hold harmless City, its elected and appointed officials, officers and employees, from any and all claims, demands, causes of action, liability or loss of any sort because of, or arising out of, acts or omissions of Developer, its agents or employees, in the performance of this Agreement, including claims, demands, causes of action, liability or loss because of, or arising out of, the design or construction of the Improvements, provided, however, that the approved Improvement Security shall not be required to cover the provisions of this paragraph. Said indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said subdivision and the Improvements as provided herein, and to adjacent property owners as a consequence of and/or the diversion of waters from the design, construction or maintenance of drainage systems, streets and other improvements. Acceptance by the City of the Improvements shall not constitute an assumption by the City of any responsibility for such damage or taking.

City shall not be an insurer or surety for the design or construction of the subdivision pursuant to the approved improvement plans, nor shall any officer or employee thereof be liable or responsible for any accident, loss or damage happening or occurring during the construction of the work or Improvements as specified in this Agreement, except as it may be shown that said officers or employees specifically directed that said work or improvement be accomplished in a manner contrary to the wishes and desires of Developer, and Developer has filed a written objection with the City Engineer prior to commencing said work or improvement.

Provisions of this section shall remain in full force and effect for ten (10) years following substantial completion by the Developer of the Improvements.

6. Developer agrees to file with the City Clerk, at the time this executed agreement is submitted, a certificate of insurance by a company approved by the City Attorney in conformance with City Council policy.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, we have this day set our hands and seals.

Date: _____

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

ALRITAJ, LLC,
a California limited liability company

By _____
Bill Wells, Mayor

By _____
Mohanad Khudhur, Managing Member

ATTEST:

By _____
Angela L. Cortez, CMC, City Clerk

APPROVED AS TO FORM:

By _____
Morgan L. Foley, City Attorney

ALL PURPOSE ACKNOWLEDGMENT

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

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

LABOR AND MATERIAL BOND
(Public Improvements)
(636 S. Johnson Avenue)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon, and ALRITAJ, LLC, a California limited liability company, hereinafter designated as "Principal," have entered into an agreement whereby Principal agrees to install and complete certain public improvements, which said agreement, identified as Subdivision Agreement, Tentative Parcel Map No. 659, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of El Cajon to secure the claims to which reference is made in Title 1 (commencing with §8000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, we, ALRITAJ, LLC, a California limited liability company, as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF EL CAJON and all contractors, subcontractors, laborers, and other persons employed in the performance of the aforesaid agreement, and referred to in the aforesaid Civil Code, in the penal sum of SIXTEEN THOUSAND DOLLARS AND NO CENTS (\$16,000.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in any judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 1 (commencing with §8000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same, shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

Labor and Material Bond (Public Improvements)
Tentative Parcel Map No. 659
636 S. Johnson Avenue
(continued)

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden Principal and Surety, and have set their names, titles, and signatures hereon this ____ day of _____, 2023.

PRINCIPAL

SURETY

ALRITAJ, LLC
a California limited liability company
Name

Name & Title

By: Mohanad Khudhur, Managing Member

By: _____
Name & Title

By: _____

By: _____
Name & Title

3093 Cottonwood View Drive
Street Address

Street Address

El Cajon, CA 92019
City, State and Zip

City, State and Zip

(619) 277-6325 / (619) 277-9904
Telephone

Telephone

NOTARY ACKNOWLEDGMENTS OF PRINCIPAL AND SURETY MUST BE ATTACHED.

ALL PURPOSE ACKNOWLEDGMENT

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

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

ALL PURPOSE ACKNOWLEDGMENT

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

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

PERFORMANCE BOND
(Public Improvements)
(636 S. Johnson Avenue)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon, and ALRITAJ, LLC, a California limited liability company, hereinafter designated as "Principal," have entered into an agreement whereby Principal agrees to install and complete certain public improvements, which said agreement, identified as Subdivision Agreement, Tentative Parcel Map No. 659, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond providing for the faithful performance of said agreement.

NOW, THEREFORE, we, ALRITAJ, LLC, a California limited liability company, as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF EL CAJON, CALIFORNIA, hereinafter called "Owner", in the penal sum of THIRTY-TWO THOUSAND DOLLARS AND NO CENTS (\$32,000.00), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the above bounded Principal, or heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, all within the time and in the true intent and meaning, and shall indemnify and save harmless the City of El Cajon, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement documents or of the work to be performed thereunder, or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Performance Bond (Public Improvements)
Tentative Parcel Map No. 659
636 S. Johnson Avenue
(continued)

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden Principal and Surety, and have set their names, titles, and signatures hereon this ____ day of _____, 2023.

PRINCIPAL

SURETY

ALRITAJ, LLC
a California limited liability company
Name

Name & Title

By: Mohanad Khudhur, Managing Member

By: _____
Name & Title

By: _____

By: _____
Name & Title

3093 Cottonwood View Drive
Street Address

Street Address

El Cajon, CA 92019
City, State and Zip

City, State and Zip

(619) 277-6325 / (619) 277-9904
Telephone

Telephone

NOTARY ACKNOWLEDGMENTS OF PRINCIPAL AND SURETY MUST BE ATTACHED.

ALL PURPOSE ACKNOWLEDGMENT

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

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

ALL PURPOSE ACKNOWLEDGMENT

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

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

PERFORMANCE BOND FOR LOT STAKING

(Public Improvements)
(636 S. Johnson Avenue)

KNOW ALL MEN BY THESE PRESENTS:

That ALRITAJ, LLC, a California limited liability company, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the CITY OF EL CAJON, a California municipal corporation, in the penal sum of THREE THOUSAND ONE HUNDRED DOLLARS AND NO CENTS (\$3,100.00), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, by these presents.

The condition of the above obligation is such that whereas said Principal has filed with the County Recorder a parcel map; and

WHEREAS, the certificate of the engineer or surveyor on said map provides that the monuments will be set on or before a specified later date; and

WHEREAS, the original subdivider has failed to cause the monuments to be set in the time set forth on said map; and

WHEREAS, the Principal has acquired all rights, title and interest in and to the property where said monuments are to be set, and has agreed to set the monuments within two (2) months from the date of this Agreement, notwithstanding the certificate of the engineer or surveyor; and

WHEREAS, the Subdivision Map Act of the State of California (Section 66496 of the Government Code) and Title 16 of the El Cajon Municipal Code require said Principal to file a good and sufficient bond guaranteeing payment of the cost of setting the monuments.

NOW, THEREFORE, if said Principal shall within 30 days after the setting of said final monuments furnish written notice of the setting of all final monuments to the City Engineer of the City of El Cajon, and pay the engineer or surveyor for setting the final monuments, and present evidence of such payment and receipt thereof, together with a request that this bond be released, then this obligation shall cease and be void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the work or improvement, or to the time and place for setting final monuments, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the work or improvement, or to the time and place for setting final monuments.

Performance Bond for Lot Staking (Public Improvements)
Tentative Parcel Map No. 659
636 S. Johnson Avenue
(continued)

In the event suit is brought upon this bond by the City of El Cajon or by the engineer or surveyor to enforce the terms hereof, the Surety shall pay all costs incurred by the City in such suit, including a reasonable sum for attorney's fees, to be fixed by Order of the Court.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden Principal and Surety, and have set their names, titles, and signatures hereon this _____ day of _____, 2023.

PRINCIPAL

SURETY

ALRITAJ, LLC
a California limited liability company
Name

Name & Title

By: Mohanad Khudhur, Managing Member

By: _____
Name & Title

By:

By: _____
Name & Title

3093 Cottonwood View Drive
Street Address

Street Address

El Cajon, CA 92019
City, State and Zip

City, State and Zip

(619) 277-6325 / (619) 277-9904
Telephone

Telephone

NOTARY ACKNOWLEDGMENTS OF PRINCIPAL AND SURETY MUST BE ATTACHED.

ALL PURPOSE ACKNOWLEDGMENT

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

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

ALL PURPOSE ACKNOWLEDGMENT

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

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)



City Council
Agenda Report

DATE: July 25, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Deyanira Brito, Housing Specialist
SUBJECT: Update on Homeless Programs and Services

RECOMMENDATION:

That the City Council receives the homeless programs and services report and, if desired, provides feedback, recommendations, and direction on homeless-related programming and funding.

BACKGROUND:

The purpose of this agenda item is to provide a report on the homeless programs and services using city, federal and state funding sources. This report provides a summary of programs and services, outcomes, a program assessment, recommendations and a conclusion.

Summary of Programs and Services

Since January 2020, the City has funded or operated 13 different homeless-related programs or projects, and allocated an estimated \$4 million in general, federal, and state funds to support those programs. The programs have one of three aims:

1. Housing homeless individuals (both temporary and permanent housing),
2. Preventing homelessness, or
3. Addressing community impacts as a result of homelessness.

The following sections of this report provide updates, funding, and expenditures on these programs, most of which are ongoing. Table I below provides additional information on expenditures and program outcomes in alphabetical order.

A Way Back Home Program

The Salvation Army's (TSA) "A Way Back Home" program reunites homeless individuals in El Cajon with their families by providing assistance with transportation, food and sometimes an overnight stay while en route. The program was funded with Low and Moderate Income Housing Asset Funds (LMIHAF) of \$10,000 during FY 2022-2023.

Acquisition and/or Rehabilitation of Facility Serving the Homeless

In May 2021, City Council allocated the balance of the CDBG-CV funds (\$299,307) for assisting in the acquisition and/or rehabilitation of a facility for use as a shelter or navigation center. The goal for these funds was to be leveraged with other available funding sources (potentially with other jurisdictions). However, because of the urgency in the expenditure and use of CDBG-CV funds to assist homeless individuals and families in El Cajon, City Council approved the

re-allocation of all funds. A total of \$264,807 was re-allocated to the existing Emergency (Scatter-Site) Motel Program and \$22,000 was re-allocated toward the monitoring of all CDBG-CV related programs to ensure HUD compliance.

Crisis House

On November 10, 2020, City Council approved the First Amendment to FY 2020-2021 One Year Action Plan that re-allocated and appropriated \$700,000 in Community Development Block Grant (CDBG) funds to assist Crisis House, Inc. in acquiring a new site to serve the community of El Cajon. In return for the City's assistance, Crisis House is required to serve El Cajon residents for a total of 10 years (expiration year 2031). From 2021 to present, Crisis House continues to provide services to homeless persons and victims of domestic violence in El Cajon. Annual accomplishments are reflected below in Table I.

East County Homeless Task Force

Since 2019, the City has annually contributed \$5,000 from the General Fund to assist in sustaining the East County Homeless Task Force (ECHTF). The ECHTF plays a role in coordinating efforts in the East County region and helping to understand homeless service needs. In addition to financial support, the city manager participates on the organization's steering committee.

El Cajon Homeless Outreach & Flexible Housing Assistance Program

In September 2020, the City contracted with Home Start, Inc. to provide a dedicated Homeless Outreach Specialist along with flexible housing assistance funds to help homeless individuals and families in El Cajon. The Outreach Specialist (or Navigator) connects homeless households with services and works to secure permanent housing. The program was funded by LMIHAF, totaling \$200,000 during FY 2022-2023.

Emergency Motel Stays Program

In 2020 and 2021, the City Council awarded \$145,000 in CDBG-CV funding to Home Start, Inc. for the provision of an emergency motel voucher program to assist homeless families and individuals with immediate shelter to reduce their risk of exposure and to prevent the spread of COVID-19 and serve as a gateway to permanent housing. The program concluded in 2021, and a new, refined Emergency (Scatter-Site) Motel program was implemented, with a new allocation of CDBG-CV funding (see Emergency Scatter-Site Motel Program below).

Emergency Scatter-Site Motel Program

In May 2021, the City Council awarded \$400,000 in CDBG-CV funding to Home Start, Inc. for the provision of a refined emergency motel program to assist homeless families and individuals with immediate shelter, to reduce their risk of exposure and to prevent the spread of COVID-19. This program provides emergency motel room vouchers, housing placement and emergency housing assistance for homeless families and individuals impacted by COVID-19 that are housing-focused and housing-ready, with the goal of attaining permanent housing. Staff saw an increase in the need for emergency motel room vouchers from July to December 2022, which resulted in additional CDBG-CV funding provided to Home Start, Inc. for \$99,307. In March 2023, to provide an ongoing program, City Council approved an additional \$165,500.

Emergency Shelter Program

Historically, the City has contracted with the East County Transitional Living Center (ECTLC) to fund the Emergency Shelter Program using CDBG funds, currently totaling \$100,000 for FY 2022-2023. This non-faith-based program provides emergency shelter, case management, meals and other services for families and individuals experiencing homelessness.

Additional one-time CDBG-CV funding was approved by City Council in 2020 and 2021, (\$185,294 and \$75,691) to increase essential services and assist additional individuals and families experiencing homelessness to reduce their risk of exposure to, and to prevent the spread of, COVID-19. This program ended in March 2023.

Homeless Outreach Events

Police Department staff previously accompanied homeless service providers twice per month in an effort to make contact and offer assistance to the city's homeless community. On March 2021, the goal for the number of outreach events was increased, now occurring every Friday, as allowed by attendance of police officers. When police officers are unavailable, service providers make an effort to continue with planned monthly outreach events. The City's contribution to this program continues to be two police officers for three hours per event. These costs are funded by the General Fund and vary depending on the amount of outreach events attended.

Neighborhood Quality of Life Team

Between January 2020 and June 2023, the Neighborhood Quality of Life Team (a multi-departmental team) provided 465 clean-up events throughout the City. The team is supported by a contract for cleaning services with Urban Corps. The Neighborhood Quality of Life Team ensures that the city's parks, right-of-way, and drainage channels are clear of debris and trash. In the past six months, the city has removed 299 tons of debris from parks, streets and drainage channels. To date, the city's contractor has removed at least 145 tons of debris. Clean-up costs are funded solely by the General Fund.

Outreach Support Services Program

On April 26, 2022, City Council awarded \$155,000 in available CDBG-CV funds to Home Start, Inc. to launch the Outreach Support Services Program. This new program was created to bolster existing outreach efforts during the coronavirus pandemic. This program provides street-based outreach and hosts weekly outreach events for individuals and families experiencing homelessness. These outreach events provide connections to vital resources such as housing, food and employment for homeless families and individuals affected by COVID-19.

Rental Housing/Utility Assistance (COVID-19)

In May 2020, the City Council awarded CDBG-CV funding for a new rent and utility assistance program to assist individuals and families impacted by COVID-19, to keep them from losing their homes and falling into homelessness. A total of \$572,362 was awarded to three agencies (CSA San Diego County, Interfaith Shelter Network, and Home Start, Inc.). The City's funded program concluded in February 2021 with the launch of the State and Federally funded Emergency Rental and Utility Assistance Program ("ERAP") overseen by the County of San Diego. The City's program expenditures were \$433,000 and funds were expended from May 2020 to February 2021 assisting 103 households. The ERAP program assisted 5,027 households from March 2021 through April 2022 and total expenditures were over \$42 million.

Although no new rent and utility assistance has been identified for those affected by the COVID-19 pandemic, the County Board of Supervisors approved a "shallow" rent subsidy program in February 2023 for eligible seniors with program funds awarded in the Spring of 2023. Although the application period is now closed, if the pilot program is successful, the County will pursue additional funding opportunities to support the sustainability and expansion of the program.

Rotational Shelter Program

Historically, the City has awarded funding to the Interfaith Shelter Network’s (ISN) Rotational Shelter Program using CDBG funds typically totaling \$10,000. This program typically provides seasonal, nighttime shelter for homeless individuals and families at East County area places of worship that volunteer to provide shelter, meals and support.

With COVID-19, the rotational shelter program was required to modify its operations in 2020 to accommodate shelter guests at area motels instead of on religious properties, in order to ensure the safety of the volunteers and congregants. ISN returned to its typical rotational shelter model in FY 2022-2023.

Program Outcomes

Over the last 3.5 years, the City has allocated nearly \$3.58 million to direct homeless assistance/housing programs, over \$500,000 to neighborhood clean-up efforts, and \$20,000 to the East County Homeless Task Force, for a total of over \$4 million. Between January 2020 and June 2023, staff estimate that more than 7,000 individuals have received services, more than 3,300 of those were assisted with some form of housing or shelter, and more than 1,100 individuals were assisted into permanent housing.

Table I below identifies the total expenditures of \$3,294,254 between January 2020 and June 2023 (a total of 42 months) for each program discussed above, and the results of those expenditures.

Program	Expenditures Last 6 Months*	Outcomes Last 6 Months	Expenditures January 2020 - Dec 2022	Outcomes January 2020 - Dec 2022
A Way Back Home Program (The Salvation Army)	\$1,464	<ul style="list-style-type: none"> ● 4 persons permanently housed (average of \$366 per person) 	\$10,195	<ul style="list-style-type: none"> ● 36 persons permanently housed (average of \$283 per person)
Crisis House	\$0	<ul style="list-style-type: none"> ● 467 persons received services during Q3 and Q4 (FY 22-23) 	\$700,000**	<ul style="list-style-type: none"> ● 424 persons received services during Q1 and Q2 (FY 22-23) ● 1,147 persons received services (FY 21-22) ● 159 persons permanently housed

East County Homeless Task Force	\$2,500	<ul style="list-style-type: none"> ● Assists in regional coordination 	\$17,500	<ul style="list-style-type: none"> ● Assists in regional coordination
El Cajon Homeless Outreach and Flexible Housing Assistance Program (Home Start, Inc.)	\$138,422	<ul style="list-style-type: none"> ● 534 persons enrolled in the program ● 44 persons permanently housed ● 8 persons housed in bridge housing 	\$298,660	<ul style="list-style-type: none"> ● 1,252 persons enrolled in the program ● 209 persons permanently housed ● 180 persons housed in bridge housing
Emergency Motel Stays Program (Home Start, Inc.)	\$0	Program has been completed.	\$142,568	<ul style="list-style-type: none"> ● 243 individuals sheltered ● 1,646 night stays (average stay per person is 7 nights) ● 47 persons permanently housed (average cost of \$587 per person) ● This program ran continuously from June 2020 to May 2021. It is no longer available.
Emergency (Scatter-Site) Motel Program (Home Start, Inc.)	\$110,834	<ul style="list-style-type: none"> ● 56 persons sheltered ● 19 persons permanently housed ● 1 person housed in bridge housing 	\$361,171	<ul style="list-style-type: none"> ● 214 persons sheltered ● 24 persons permanently housed ● 15 persons housed in bridge housing

<p>Emergency Shelter Program (ECTLC)</p>	<p>\$73,485</p>	<ul style="list-style-type: none"> ● 22 individuals sheltered during Q3 and Q4 (CDBG funding) ● 78 individuals sheltered (CDBG-CV funding) ● Total of 100 individuals sheltered over the past 6 months 	<p>\$687,500</p>	<ul style="list-style-type: none"> ● 306 individuals sheltered (annual FY 19-20 CDBG funding) ● 385 individuals sheltered (annual FY 20-21 CDBG funding) ● 286 individuals sheltered (annual FY 21-22 CDBG funding) ● 111 individuals sheltered Q1 and Q2 (annual FY 22-23 funding) ● 957 individuals sheltered to date (CDBG-CV funding) ● Total of 2,045 individuals sheltered over the past 42 months ● Of this total, 5 households and 422 individuals (288 adults and 134 children) have moved into
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				permanent housing with assistance from ECTLC
Homeless Outreach Events	\$5,143	<ul style="list-style-type: none"> ● 15 outreach events conducted ● 15 to 20 individuals contacted per event 	\$59,710	<ul style="list-style-type: none"> ● 91 outreach events conducted ● 5 to 23 individuals contacted per event
Neighborhood Quality of Life Team	\$78,150	<ul style="list-style-type: none"> ● 38 clean-ups conducted ● 299 tons of debris removed by City team ● 145 tons of debris removed by City contractor 	\$445,157	<ul style="list-style-type: none"> ● 530 clean-ups conducted ● 718.25 tons of debris removed by City team ● 380.06 tons of debris removed by City contractor
Outreach Support Services Program (Home Start, Inc.)	\$106,468	<ul style="list-style-type: none"> ● 327 individuals contacted 	\$23,652	<ul style="list-style-type: none"> ● 175 individuals contacted
Rental Housing/Utility Assistance Program (CSA San Diego County, Interfaith Shelter Network, Home Start, Inc.)	\$0	Program has been completed.	\$434,104	<ul style="list-style-type: none"> ● 103 households assisted to remain in their homes (average of \$4,214 per household) ● This program ran continuously from May 2020 to February 2021. It is no longer available.

Rotational Shelter Program (Interfaith Shelter Network)	\$3,449	<ul style="list-style-type: none"> ● 15 persons sheltered Q3 and Q4 (FY 22-23 CDBG funding) ● 4 persons permanently housed 	\$27,444	<ul style="list-style-type: none"> ● 38 persons sheltered (annual FY 20-21 CDBG funding) ● 69 persons sheltered (annual FY 21-22 CDBG funding) ● 12 persons sheltered Q1 and Q2 (FY 22-23 CDBG funding) ● 5 persons permanently housed
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*Expenditures based on paid invoices through July 20, 2023.

** Funding for acquisition of property and related costs for a new location.

Program Assessment

The staff believe that the majority of the City's programs are functioning well to help achieve the goal of securing permanent housing for those experiencing homelessness and to address community impacts as a result of homelessness. In the last 3.5 years, over 1,100 persons have been assisted with finding permanent housing.

The El Cajon Outreach & Flexible Housing Assistance Program has become an essential component of the City's ability to respond to homelessness. Home Start, Inc. has proven to be a valuable partner and player in the region, with knowledgeable staff and responsive services to meet the needs. Home Start, Inc. appears to be effective at finding resources, establishing and maintaining relationships, utilizing the resources prudently and only as needed, and meeting the compliance and program requirements of all of its funding partners.

The A Way Back Home Program continues to fill a gap in services for those homeless individuals who have family members that are willing to receive and support them. Without this program, homeless individuals who want to "go home" would be without resources to connect with those family members who are willing to receive them, particularly due to the high cost of transportation.

The Emergency Shelter (through ECTLC), Rotational Shelter (through the Interfaith Shelter Network) and the Emergency (Scatter-Site) Motel program (through Home Start, Inc.) continue to address the need for basic overnight shelter and services for those experiencing homelessness in the City. Each fulfills a different need in the community and staff consider the programs cost-effective and essential. Additionally, the Emergency (Scatter-Site) Motel program assists individuals and families on a path to securing permanent housing.

The Outreach Support Service program, through Home Start, Inc., continues to work to enroll and connect individuals with vital resources in their community that will assist them in securing permanent or bridge housing. This program provides a pop-up event each week and serves to connect homeless individuals to other programs available through Home Start, Inc. and throughout San Diego County.

The City's Neighborhood Quality of Life Team and the Homeless Outreach Events continue to perform vital services and address community impacts as a result of homelessness within the City.

Staff is also continuing to work with neighboring jurisdictions (including the County) through the MOU process on a regional approach to jointly address homelessness in East County. Staff will return to City Council once a project or facility serving the homeless is identified. The MOU, as described above, has been fully approved and executed by all interested parties. However, staff believes the City's financial support to the East County Homeless Task Force has not demonstrated benefit in recent years.

Finally, staff will continue to monitor and report on the performance by Crisis House and the services provided to El Cajon homeless residents and victims of domestic violence.

Recommendations

Staff makes the following recommendations:

1. Continue funding the homeless programs described above, contingent upon available funding;
2. Continue the Homeless Outreach Events and the enhanced Neighborhood Quality of Life Team efforts;
3. Continue to work with neighboring jurisdictions, including the County, on a regional approach to jointly addressing homelessness in East County;
4. Withdraw support for the East County Homeless Task Force;
5. Continue to monitor Crisis House during their contract performance period through 2031 to serve El Cajon residents;and
6. Continue town hall meetings to provide updates to the community.

New Funding Allocations:

During the reporting period, the City was awarded two funding sources that will assist the at-risk and homeless community. HOME Investment Partnership Act - American Rescue Plan (HOME-ARP) awarded a total of \$2,189,272 to the City in May 2023 from the U.S. Department of Housing and Urban Development and Permanent Local Housing Allocation Program (PLHA) was awarded to the City in June 2023 for a total of \$2,752,411, which a total of \$2,120,302 will be allocated toward homeless services and administrative costs.

PLHA

Staff released a Request for Proposals in July 2023 and will return to City Council in August/September 2023 with final recommendations for eligible service providers. Homeless services eligible under the PLHA award include the following:

1. Street outreach
2. Supportive Services/Case management
3. Operation and Capital Costs of an Emergency Shelter/Navigation Center

4. Rapid Re-Housing and Rental Assistance

PLHA funding is currently available through the Notice of Funding Availability Application and will be available for 30 days. Applications are due no later than 5:00 pm on Friday, August 11, 2023. All homeless service providers are welcome to apply. Additional information and requirements can be found on our website at www.elcajon.gov/housing.

HOME-ARP

Once the PLHA RFP process is complete, staff will work on soliciting proposals from eligible parties to allocate the HOME-ARP funding. Staff will return to City Council with funding recommendations.

CDBG

City Council approved a total of \$185,000 in CDBG funding toward an Outreach and Homeless Program that began in July 2023.

Conclusion

Staff will continue to monitor program performance for each of the active programs and provide technical assistance to service providers.

Although CDBG-CV funding is no longer available to fund new programs and projects, new funding sources from PLHA and HOME-ARP are available for eligible programs and projects as described above.

At this time, staff asks the City Council to accept the report and provide any feedback, recommendations, and direction on homeless programming and funding.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a "project" under Section 15378(b)(5) of CEQA Guidelines. The action involves an organizational or administrative activity of government that will not result in a direct or indirect physical change in the environment.

Prepared By: Jose Dorado, Housing Manager and Deyanira Pelayo-Brito, Housing Specialist

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: July 25, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: City Hall Building: Opportunities & Considerations

RECOMMENDATION:

That the City Council provides feedback on options presented in the agenda report.

BACKGROUND:

Every physical structure has a limited lifespan, with modern office buildings constructed in the 20th Century designed to last for approximately one hundred years or more. The ultimate age of a building depending on various factors such as building materials, construction quality, and ongoing maintenance. However, experts suggest that around the fifty-year mark, significant investments in the structure should be expected. Some designers and architects refer to this period as a building's "mid-life crisis."

El Cajon's City Hall structure was dedicated in 1976, which means it has been standing for forty-seven years. While the building remains structurally sound, it exhibits typical signs of aging, including issues with mechanical systems, window leaks, pumping issues, roof leaks, space inefficiencies, and an outdated design. The City's diligent facilities team works hard to ensure the building remains functional and capital improvements have been made to prevent neglect. Nevertheless, in the near future, long-term decisions should be made regarding its future.

The purpose of this agenda item is to introduce this topic, present several options that staff has been considering, and seek feedback from the City Council on the concepts presented as well as other ideas from the City Council. City Council feedback will help inform staff on how to proceed with further explorations.

Recognizing the Need for a Strategic Approach

Irrespective of the option(s) the City chooses to pursue, there will be substantial costs associated with such decisions. However, it is equally important to recognize the even greater cost of indecision. Staff believes that analyzing multiple options, establishing a financing plan, and devising a well-considered course of action will minimize the fiscal impact on the City. Delaying a decision on necessary investments may eventually compel the City to take reactive measures, which are typically more expensive and less efficient. By proactively addressing the situation, the City can mitigate the financial burden and ensure that the chosen path forward is both cost-effective and impactful.

Options to Consider

At this time, staff does not put forward a specific option as a recommendation. However, considering the building's age and the necessary implementation timeline, staff suggests initiating a discussion about the potential possibilities. These options share similar financing strategies, which will be addressed in a subsequent section of this report.

The presented options extend beyond mere replacement or rehabilitation of office space. Instead, they aim to generate community benefits and economic impacts. Additionally, the options explore the potential for collaboration with San Diego County in terms of office space and services offered to our residents. Whichever option is ultimately chosen, robust community input on design will add value to the project.

The options presented make several assumptions: City Hall should remain in the downtown area, all administrative operations should be in the same building, and the City should seek opportunities to bring select County and other services together in one location, if feasible.

Option 1 – Renovate Existing City Hall

Despite City Hall approaching its half-century milestone and its challenges, the building's structural integrity remains intact. The renovation option leverages the structures “good bones” while considering a range of potential rehabilitation efforts. There are several advantages to renovating the existing structure:

- **Faster Implementation:** Renovating City Hall can be accomplished more swiftly than constructing an entirely new building, as evidenced by the 5+ years required to design and construct the Public Safety headquarters.
- **Preservation of Historic Presence:** Renovation preserves the historical significance of City Hall, honoring its legacy within the community.
- **Cost Considerations:** If the City were to construct a new City Hall, the existing structure would still require rehabilitation to make it leasable. Also, rehabilitating the existing structure is slightly less expensive than a new building.
- **Land Conservation:** By renovating City Hall, the land that would otherwise be required for a new facility can be preserved for other purposes, optimizing land usage.

If the renovation option is pursued, staff recommend substantial improvements to both the building itself and its surrounding area, with a focus on creating community benefits. First, staff suggests creating a more inviting and nature-oriented environment by replacing much of the brick plaza with landscaping, shaded areas, and park-like spaces surrounding City Hall. Additionally, opening up the first floor of City Hall to integrate more seamlessly with the outdoors would be beneficial.

Second, enhancing building efficiency is a key consideration. Adopting modern approaches to office spaces, optimizing space utilization, and incorporating modernized conference rooms could potentially reduce the number of floors required by the City. This, in turn, would create leasable space that could be offered to other government agencies or entities.

Third, addressing the esthetics of the building is necessary. Opportunities to introduce more natural light, incorporate balcony spaces, provide roof access, and establish connections between City Hall and the City Council chamber could be explored. Expanding City Hall to connect with the City Council chamber would create a more efficient one-stop-shop first floor front counter and would free up space on upper floors, thereby enabling potential leasing opportunities.

Through these proposed improvements, City Hall can be revitalized into a modern and functional space that better serves the community's needs while preserving its historical significance.

Option 2 – Develop a New City Hall

Another option worth considering is constructing a new City Hall. This option allows the City to develop a new civic center that addresses specific City needs while also allowing for the integration of some County services (such as a new library) and other community entities (such as the Chamber of Commerce). Constructing a new facility offers several advantages:

- **Efficiencies & Latest Technology:** A new City Hall can be designed with the latest energy-efficient features, modern workspace considerations, and cutting-edge technology, showcasing the City's innovative approach to meeting community needs.
- **Community Convenience:** A new City Hall can be purposefully designed to prioritize meeting the needs of the community. Additionally, integrating other community service providers, such as a new County library, other County offices, and the Chamber of Commerce, can create a comprehensive "one-stop-shop" experience for constituents.
- **Possible Financing Partners:** Constructing a new facility would allow the City to lease out the entire existing City Hall. Also, incorporating County services within a new facility opens up additional funding sources for the project.
- **Cost Considerations:** While building a new City Hall may be more expensive than a renovation, the new building's lifespan could surpass that of a revitalized structure, ensuring long-term value for the City.

In this scenario, staff recommends utilizing City-controlled land for a new City Hall. Three potential sites have been identified: the parking lot along Magnolia Avenue west of the Public Safety facility, the parking lot and landscaped area south of the Public Safety facility, or the parcel west of the Ronald Reagan Community Center (where the Chamber of Commerce building is located). In all three cases, the construction of a parking structure would be necessary.

By selecting an appropriate site and designing a new City Hall with community needs in mind, the City can create a state-of-the-art facility that enhances efficiency, fosters community convenience, attracts potential financing partners, and ensures the City's long-term success.

Financing Concept

The City owns real estate assets in the downtown area not currently being monetized. As the City Council is aware, staff have been working with consultants on various development options for these parcels. Currently, the City has engaged with Kosmont & Associates to prepare necessary analysis and paperwork to comply with the California Surplus Land Act (SLA). The City Council will receive a report and consider findings regarding SLA at a meeting scheduled for August 8, 2023.

Staff proposes that these assets be viewed comprehensively and in concert with future City Hall plans as a way to either generate on-going revenue or to finance the cost of the construction through a public-private-partnership (P3). Once steps are taken regarding the SLA and more progress made on possible options for a future City Hall, the City can determine the value of its real estate assets and engage the County on possible collaborations.

Conclusion

Concluding the staff presentation on this agenda report, staff will solicit City Council feedback regarding:

1. goals/objectives of a City Hall facility,
2. thoughts from the City Council on the options presented and any other suggestions that should be considered, and
3. direction on additional information the City Council needs.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Discussion of a governmental administrative facility and possible next steps is not a project subject to the California Environmental Quality Act (CEQA) because it is a procedural, administrative step in the process.

Prepared By: Graham Mitchell, City Manager

Reviewed By:

Approved By: N/A



City Council
Agenda Report

Agenda Item 11.

DATE: July 25, 2023
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. This City Administrative Activity is not a project and therefore not subject to CEQA.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

July 16, 2023 - Meet Bishop of Syriac Catholic Church
July 20, 2022 - SANDAG Board of Directors Special Session
July 25, 2023 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Bill Wells, Mayor



City Council
Agenda Report

DATE: July 25, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Deputy Mayor Goble

SUBJECT: DEPUTY MAYOR 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. This City Administrative Activity is not a project and therefore not subject to CEQA.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

- July 5, 2023 - Emails with Rolland S re: permit for gazebo
- July 7, 2023 - Site visit at Meridian emergency cabin village
- July 7, 2023 - Chamber First Friday Breakfast
- July 9, 2023 - Del Hood 90th Birthday Drive-By
- July 13, 2023 - MTS Executive Committee
- July 14, 2023 - Joe Britton/SDGE re: AWP Project
- July 14, 2023 - Emails with Kyle S and Mark N / AWP Project
- July 17, 2023 - Phone Call with City Attorney
- July 17, 2023 - Lunch w/Allen Carlisle / AWP Project
- July 17, 2023- Emails with Councilmember Ortiz re: MTS Meeting
- July 17, 2023 - Emails with Donnie Dee / Rescue Mission re: Meeting
- July 18, 2023 - Chamber Gov't Affairs Committee Mtg
- July 19, 2023 - Attend Padre Dam Water District Mtg
- July 24, 2023 - Meeting with City Mgr
- July 25, 2023 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Steve Goble, Deputy Mayor



City Council
Agenda Report

Agenda Item 13.

DATE: July 25, 2023
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. This City Administrative Activity is not a project and therefore not subject to CEQA.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

July 25, 2023 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Gary Kendrick, Councilmember



City Council
Agenda Report

Agenda Item 14.

DATE: July 25, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Councilmember Metschel

SUBJECT: COUNCILMEMBER MICHELLE METSCHEL

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

RECOMMENDATION:

That the City Council accepts and files the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body. This City Administrative Activity is not a project and therefore not subject to CEQA.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

July 25, 2023 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Michelle Metschel, Councilmember



City Council
Agenda Report

Agenda Item 15.

DATE: July 25, 2023

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. This City Administrative Activity is not a project and therefore not subject to CEQA.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

July 13, 2023 – San Diego River Conservancy Board Meeting

July 14, 2023 – ECEDC Gillespie Field Committee Meeting

July 25, 2023 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Phil Ortiz, Councilmember



City Council
Agenda Report

DATE: July 25, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Angela Cortez, City Clerk
SUBJECT: Review and Approve Amendments to Ord 5119; Renewing and Approving Policy 706 Military Equipment Use, 2023 Edition

RECOMMENDATION:

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

An Ordinance Reviewing and Approving Ordinance 5119 to Renew Restrictions Relating to Purchase of Military Equipment, Supplies, or Other Property for Law Enforcement Use; Approving the El Cajon Police Department's Annual Military Equipment Report for 2023 and Approving Policy 706 Military Equipment Use, 2023 Edition.

The proposed action is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines section 15378. Adoption of an ordinance authorizing the police department's use of current and budgeted equipment does not meet CEQA's definition of a "project," because such administrative action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

Attachments

Ord 5137

ORDINANCE NO. 5137

AN ORDINANCE REVIEWING AND APPROVING
ORDINANCE 5119 TO RENEW RESTRICTIONS RELATING TO
PURCHASE OF MILITARY EQUIPMENT, SUPPLIES, OR
OTHER PROPERTY FOR LAW ENFORCEMENT USE; APPROVING
THE EL CAJON POLICE DEPARTMENT'S ANNUAL
MILITARY EQUIPMENT REPORT FOR 2023 AND APPROVING
POLICY 706 MILITARY EQUIPMENT USE, 2023 EDITION

WHEREAS, in accordance with California Government Code ("Government Code") sections 7071 and 7072, on April 26, 2022, the City Council enacted that certain Ordinance No. 5119 to restrict the powers of the City Manager relating to the purchases of military equipment or other property for law enforcement use, and approving Policy 706 – Military Equipment Use ("2022 edition"); and

WHEREAS, Government Code sections 7071(e) and 7071(a) require review of a military funding ordinance and a military equipment use policy annually after adoption; and

WHEREAS, a revised military equipment use policy ("2023 edition") has been available for public review on the City's website for not less than 30 days prior to submission to the City Council.

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

SECTION 1. That certain 2023 edition of the military equipment use policy, as defined in section 3.20.005 of Chapter 3.20, and as presented and reviewed at an open and public meeting, is hereby approved and adopted as the El Cajon Police Department's "Policy 706 Military Equipment Use, 2023 edition." The 2023 edition of the military equipment policy hereby replaces the 2022 edition approved by Section 1 of Ordinance No. 5119.

SECTION 2. This ordinance shall go into effect thirty (30) days following its passage and adoption.

06/27/2023 CC Agenda – 1st Reading
07/11/2023 CC Agenda – 2nd Reading

Ord – Review and Approve Amendment to Military Equipment Use Policy