



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

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Revised Agenda

SEPTEMBER 12, 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 August 8, 2023, Meeting and the Agenda of the September 12, 2023, Meeting in accordance to State Law and City Council/Housing Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

- Presentation: Camp Run-a-Mutt: Dog Days of Summer
- Proclamation: National Preparedness Month

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 August 8, 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. Award of SOQ No. 007-24 – On-Call Professional Services

RECOMMENDATION:

That the City Council:

1. Determines the list of qualified firms to provide professional services is exempt from the provisions of the California Environmental Quality Act in accordance with section 15378(b)(2) of the CEQA Guidelines; and
2. Adopts the next Resolution, in order, to award a pre-qualified list of firms for SOQ No. 007-24 – On-Call Professional Services for a two-year term, with up to three additional one-year renewal options.

5. Geographic Information Systems (GIS) Technician Classification Specification Update

RECOMMENDATION:

That the City Council approves the updates to the education and experience sections of Geographic Information Systems (GIS) Technician classification specification.

6. Revised Classification Specification for Senior Management Analyst

RECOMMENDATION:

That the City Council approves the revised classification specification for Senior Management Analyst.

7. Revised Classification Specification for Forensic Evidence Technician

RECOMMENDATION:

That the City Council approves the proposed changes to the classification specification for Forensic Evidence Technician.

8. Revisions to the Principal Civil Engineer Classification Specification

RECOMMENDATION:

That the City Council approves the proposed revisions to the Principal Civil Engineer classification specification.

9. Authorization to Apply for the FY2022-23 CalRecycle SB 1383 Grant.

RECOMMENDATION:

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

1. Authorize the City Manager or designee to apply for, and if awarded, accept the FY 2022-23 CalRecycle SB 1383 Local Assistance Grant Program
2. Authorize the City Manager or designee to execute any documents and agreements necessary to apply for and receive the grant funds.

10. Subdivision Agreement for Public and Private Improvements for 300 El Cajon Boulevard, Engineering Job No. 3757

RECOMMENDATION:

That the City Council:

1. Authorizes the City Manager to execute agreements and related documentation with the new owner, KB Home Coastal Inc.;
2. Authorizes the City Clerk to accept bonds from KB Home Coastal Inc., which will be released after completion of improvements;
3. Authorizes the City Manager to terminate agreements and related documentation with the original owner, City Ventures Homebuilding, LLC; and
4. Authorizes the City Clerk to release bonds to City Ventures Homebuilding, LLC. after bonds from KB Home Coastal Inc. are secured.

11. Award of Bid No. 010-24 – Asphalt Spot Repairs

RECOMMENDATION:

That the City Council:

1. Determines that the project is categorically exempt in accordance with section 15301 of the State CEQA Guidelines; and
2. Adopts the next Resolutions, in order, to:
 - a. Approve Plans and Specifications for Asphalt Spot Repairs, Bid No. 010-24; and
 - b. Award the bid to the lowest responsive, responsible bidder, TC Construction Company, Inc., in the amount of \$548,375.

12. Award of Bid No. 008-24 – Stoney’s Neighborhood Park Fitness Equipment & Playground Resurfacing Re-Bid

RECOMMENDATION:

That the City Council:

1. Determines that the project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines sections 15301 and 15302; and
2. Adopts the next Resolutions, in order, to:
 - a. Approve Plans and Specifications for Stoney’s Neighborhood Park Fitness Equipment & Playground Resurfacing Re-Bid, Bid No. 008-24; and
 - b. Award the bid to the lowest responsive, responsible bidder, Western State Builders, Inc., in the amount of \$269,471.96.

13. Contract Amendment for Bid No. 010-20 – Street Striping & Removal Services

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt from the California Environmental Quality Act (CEQA) in accordance with section 15301(c) of the CEQA Guidelines; and
2. Adopts the next Resolution, in order, to increase the Street Striping & Removal Services multi-year contract in the not-to-exceed amount of \$95,236.33.

14. Contract Amendment for Bid No. 004-22 – Broadway Creek Restoration Phase A

RECOMMENDATION:

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

1. Amend the scope of work and increase the compensation and working days for the Public Works Contract with Whillock Contracting, Inc. (WCI), for the restoration project in the not-to-exceed amount of \$300,000; and
2. Appropriate \$300,000 of Wastewater Enterprise Fund equity to increase the Broadway Creek Restoration Phase A (173586PWCP) project budget.

15. Subdivision Agreement for Public Improvements and Parcel Map for Tentative Parcel Map (TPM) No. 2021-0004; 1540 Mint Avenue; Engineering Job No. 3807

RECOMMENDATION:

That the City Council:

1. Approves the Parcel Map and Subdivision Agreement for Public Improvements for Tentative Parcel Map (TPM) No. 2021-0004, 1540 Mint Avenue, Engineering Job No. 3807;
2. Authorizes the City Manager to execute the agreements and related documentation; and
3. Authorizes the City Clerk 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:

16. Proposed Veterans Memorial Location

RECOMMENDATION:

That the City Council identifies a location for a proposed Veterans Memorial.

17. All-Way Stop Sign Request on Windmill View Road at Woodglen Way

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to establish permanent all-way stop signs on Windmill View Road at the intersection of Woodglen Way in order to enhance pedestrian and traffic safety.

COMMISSION REPORTS:

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS

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

18. Council Activity Report

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

19. **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.

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

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

22. **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

23. Posted Speed Limit Zone - Washington Avenue

RECOMMENDATION:

That the City Council approves the introduction of an Ordinance amending section 10.20.130 of Chapter 10.20 of the Municipal Code to include updating the existing speed limit for Washington Avenue from El Cajon Boulevard to Granite Hills Drive.

ORDINANCES: SECOND READING AND ADOPTION

CLOSED SESSIONS:

24. Closed Session - Conference with Legal Counsel - Anticipated Litigation - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9: One (1) potential case

25. Closed Session - Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: One (1) potential case -
Truck and SUV Superstore, Inc. dba East County Pre-Owned Superstore has submitted a Claim for Damages alleging loss of profits and other damages due to construction on the El Cajon Boulevard Streetscape project, which abuts the claimant's business
26. Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9: Darren Ehlers v. City of El Cajon; WCAB Claim Nos. ELCN-0018 and ELCN-0042
27. Closed Session - Conference with Real Property Negotiators - pursuant to Government Code section 54956.8:
- Property:
APN 487-331-22-00
425 W. Main Street
- Negotiating Party:
Jala, Inc.
Hitesh C. Patel, CEO
- City Negotiators:
City Manager
Assistant City Manager
City Attorney
- Under Negotiation:
Price and terms of payment for acquisition
28. Closed Session - Conference with Real Property Negotiators - pursuant to Government Code section 54956.8:
- Property:
APN 488-242-43-00
405 E. Lexington Avenue
- Negotiating Party:
Centro de Salud de la Comunidad de San Ysidro, Inc.
Kevin Mattson, CEO
- City Negotiators:
City Manager
Assistant City Manager
City Attorney
- Under Negotiation:
Price and terms of payment for acquisition

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

Property:

APN 488-242-43-00

405 E. Lexington Avenue

Negotiating Party:

San Diego Chaldean Community Council

Dr. Noori Barka

City Negotiators:

City Manager

Assistant City Manager

City Attorney

Under Negotiation:

Price and terms of payment for sale of property

ADJOURNMENT: The Regular Joint Meeting of the El Cajon City Council/ El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 12th day of September 2023, is adjourned to Tuesday, September 26, 2023, at 3:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: September 12, 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 August 8, 2023, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

08-08-23DRAFTminutes - 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

August 8, 2023

A Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, August 8, 2023, was called to order by Mayor/Chair Bill Wells at 3:00 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

ROLL CALL

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

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

POSTINGS: The City Clerk posted Orders of Adjournment of the July 25, 2023, meeting and the Agenda of the August 8, 2023, meeting in accordance with State Law and El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

PRESENTATIONS:

- Camp run-a-Mutt: Dog Days of Summer
(Presentation postponed to the September 12, 2023 meeting)
- National Night Out Review

AGENDA CHANGES: None

CONSENT ITEMS: (1 – 7)

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

MOTION CARRIED BY UNANIMOUS VOTE.

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

Approve Minutes of the July 25, 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. Pedestrian Safety Improvements - Project Acceptance

1. Accept the Pedestrian Safety Improvements project, Job No. 223755PWCP, Bid No. 017-22; and
2. Authorize the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

CONSENT ITEMS: (Continued)

5. Overlay 2022 - Project Acceptance
 1. Accept the Overlay 2022 project (200020PWCP/233786PWCP), Bid No. 014-22; and
 2. Authorize the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

6. Contract Amendment for Upgrade HVAC Hardware Controllers & Software at the Public Safety Center
 1. Determine that the project is exempt under section 15301(c) of the California Environmental Quality Act (CEQA) Guidelines; and
 2. Adopt Resolution No. 069-23 to increase the contract for the Upgrade HVAC Hardware Controllers & Software at the Public Safety Center (PSC) contract in the not-to-exceed amount of \$17,012,10.

7. Award of Bid No. 009-24 – Wells Park Improvements – Storm Water Treatment & Landscaping
 1. Determine that the project is exempt from the California Environmental Quality Act (CEQA) in accordance with section 15308 of the State CEQA Guidelines;
 2. Find the first low bidder non-responsive for the reason set forth in the agenda report; and
 - a) Adopt Resolution No. 070-23 to Approve Plans and Specifications for Wells Park Improvements – Storm Water Treatment & Landscaping, Bid No. 009-24; and
 - b) Adopt Resolution No. 071-23 to deem the bid of the apparent low bidder non-responsive and award the bid to the lowest responsive, responsible bidder, Whillock Contracting, Inc., in the amount of \$937,389.

PUBLIC COMMENT:

Brenda Hammond spoke about harassment.

Michael Barnes stated concern about a detox center opening at 200 Magnolia Ave., El Cajon.

Mayor Wells clarified that it will not be a detox center but rather a 'holding place' until people are transferred to a hospital, a residence or admitted into a shelter.

PUBLIC COMMENT: (Continued)

Councilmember Ortiz stated he would reach to Mr. Barnes to further discuss his concerns.

Michael Cartwright Sr. requested that the City provide a space, free of charge, for senior citizens.

Mayor Wells stated he would reach out to Mr. Cartwright to find options for his request.

Rolland Slade, representing the East County Homeless Task Force (ECHTF), spoke of the accomplishments of the program, and thanked the City Council for the many years of support.

Deputy Mayor Goble stated that this was the first time the force had shared their accomplishments in the City. Deputy Mayor Goble added that he would reconsider re-instating funds for ECHTF, which had been recently withdrawn.

Mayor Wells added that the City of El Cajon provides more services to the homeless population than any other city in the County of San Diego.

Consideration of re-instating funds for ECHTF will be added to a future City Council meeting.

WRITTEN COMMUNICATIONS: None

PUBLIC HEARINGS: None

ADMINISTRATIVE REPORTS:

- 8. Presentation from Kosmont Companies on the Surplus Land Act Requirements for Civic Center Redevelopment

RECOMMENDATION:

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

DISCUSSION

Assistant City Manager, Vince DiMaggio, provided detailed information of the Item, and introduced Kosmont’s Senior Vice President, Brian Moncrief, who provided more detail about Surplus Land Act Requirements (SLA).

ADMINISTRATIVE REPORTS: (Item 8 Continued)

Discussion ensued among Council, Staff and Mr. Moncrief, concerning the following:

- AB1486 requirements;
- Exemptions of SLA;
- SLA timeline; and
- Restrictions on SLA's and the possible downside for the City.

No public comment was received.

No Motion was required for the Item.

9. Downtown Market Nights

RECOMMENDATION:

That the City Council provides feedback on a proposal to pursue Downtown Market Nights.

DISCUSSION

Marketing and Engagement Manager, Chris Berg, provided detailed information of the Item.

Discussion ensued among Council and Staff concerning the following:

- Dates and time slots for the proposed Downtown Market Nights;
- Procurement of vendors who have a following; and
- Consideration of budget and staff time to plan the event.

The City Council stated unanimous support of the event. Staff will provide more information on a future meeting.

No public comment was received.

No Motion was required for the Item.

***Recess called at 4:36 p.m.
Meeting called back to order at 4:40 p.m.***

ADMINISTRATIVE REPORTS: (Continued)

10. Acceptance and Termination of Wells Park Restroom Emergency Declaration

RECOMMENDATION:

That the City Council:

1. Reallocates \$129,229 of American Rescue Plan Act funds from Economic Development (ARP08) to Wells Park Facilities Renovation (ARP18) and appropriates to the Wells Park Facilities Renovation (233792PWCP) project;
2. Adopts the next Resolution, in order, proclaiming the Acceptance of Wells Park Restroom Renovations and Termination of the Emergency Declaration for Wells Park restroom conditions; and
3. Directs the City Clerk to record a Notice of Completion with the County Recorder's office.

DISCUSSION

Associate Engineer, Senan Kachi, provided detailed information of the Item.

Councilmember Metschel expressed concern about the open skylights in the restrooms, during the winter months.

No public comment was received.

MOTION BY ORTIZ, SECOND BY METSCHEL, to REALLOCATE \$129,229 of American Rescue Plan Act funds from Economic Development (ARP08) to Wells Park Facilities Renovation (ARP18) and appropriate to the Wells Park Facilities Renovation (233792PWCP) project; Adopt Resolution No. 072-23, proclaiming the Acceptance of Wells Park Restroom Renovations and Termination of the Emergency Declaration for Wells Park restroom conditions; and Direct the City Clerk to record a Notice of Completion with the County Recorder's office.

MOTION CARRIED BY UNANIMOUS VOTE.

11. American Rescue Plan Act (ARPA) Economic Development Projects

RECOMMENDATION:

That the City Council provides general feedback and prioritizes the economic development projects identified in the staff report.

ADMINISTRATIVE REPORTS: (Item 11 - Continued)

DISCUSSION

City Manager Mitchell provided detailed information of the Item.

Discussion ensued among Council and Staff concerning the following:

- Preference of downtown area for development; and
- Timeline to spend ARPA funds.

Each member of the City Council expressed their preference from the different options, provided by the City Manager, for potential development in the City.

No public comment was received.

No Motion was required for the Item.

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.

In addition to the submitted Report, Deputy Mayor Goble stated he attended a meeting for MTS, the Elks Law Enforcement Appreciation Banquet and provided an update on the Advance Water Purification project.

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:

RECOMMENDATION: That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency adjourns to Closed Session as follows:

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

Property:
APN 487-331-22-00
425 W. Main Street

Negotiating Party:
Jala, Inc.
Hitesh C. Patel, CEO

City Negotiators:
City Manager
Assistant City Manager
City Attorney

Under Negotiation:
Price and terms of payment for acquisition

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

Property:
APN 487-192-56-00
110 N. Magnolia Avenue

Negotiating Party:
Howard Fisher

City Negotiators:
City Manager
Assistant City Manager
City Attorney

Under Negotiation:
Price and terms of payment for lease

CLOSED SESSIONS: (Continued)

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

Property:
APN 488-242-43-00
405 E. Lexington Avenue

Negotiating Party:
Centro de Salud de la Comunidad de San Ysidro, Inc.
Kevin Mattson, CEO

City Negotiators:
City Manager
Assistant City Manager
City Attorney

Under Negotiation:
Price and terms of payment for acquisition

Deputy Mayor Goble left the Chamber at 5:19 p.m.

MOTION BY WELLS, SECOND BY KENDRICK, to ADJOURN to Closed Session at 5:20 p.m.

**MOTION CARRIED BY 4 - 0 VOTE
(GOBLE Not Present at time of Vote).**

RECONVENED to Open Session at 5:41 p.m.

City Attorney Foley reported the following actions:
Item 17: City Council gave direction to negotiators
Item 18: City Council gave direction to negotiators
Item 19: City Council gave direction to negotiators

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 8th day of August, 2023, at 5:43 p.m., to Tuesday, September 12, 2023, at 3:00 p.m.

ANGELA L. CORTEZ, CMC
City Clerk/Secretary



City Council
Agenda Report

DATE: September 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Award of SOQ No. 007-24 – On-Call Professional Services

RECOMMENDATION:

That the City Council:

1. Determines the list of qualified firms to provide professional services is exempt from the provisions of the California Environmental Quality Act in accordance with section 15378(b)(2) of the CEQA Guidelines; and
2. Adopts the next Resolution, in order, to award a pre-qualified list of firms for SOQ No. 007-24 – On-Call Professional Services for a two-year term, with up to three additional one-year renewal options.

BACKGROUND:

The City has various upcoming projects which require professional services involving different disciplines. City staff determined that a list of pre-qualified firms shall be created for professional services, including disciplines such as general civic engineering, landscape architecture, construction management/inspection/labor compliance, land surveying, storm water municipal planning, and housing and real estate services. The approved list will be valid for a two-year period and may be extended by the City for up to three (3) additional one-year terms.

The intent is to establish a pre-qualification list of qualified firms to provide professional services on an “as-needed” basis when projects or services cannot be completed by City staff. Each project will require a contract with the selected firm for a term that is appropriate for the specific project. The contract may be extended for one (1) year renewal terms, not to exceed a contract total of five (5) years in length by the City Manager, where appropriate, so long as the initial contract term or any renewal term does not exceed \$75,000 to complete the assigned project. Pre-qualified firms may be selected on a rotating basis for individual tasks within each discipline under \$75,000 or proposals may be solicited from all pre-qualified firms. However, the City, at its sole discretion, reserves the right to select firms out of rotation when deemed to be in the best interest of the City. Proposals will be requested from all pre-qualified firms within each discipline for services in excess of \$75,000. The City reserves the right to advertise via competitive solicitation for any project it deems appropriate and pre-qualified firms have the opportunity to submit proposals.

A Statement of Qualifications (SOQ No. 007-24) was issued on April 13, 2023. The SOQ solicitation was obtained by 181 firms and 39 responses were received on May 18, 2023. The City received many excellent proposals, and selecting the top firms was a challenging and

lengthy task. Due to the extensive number of responses received, correspondence was sent to all bidders requesting an extension of proposals and pricing through September 15, 2023.

A three-person evaluation committee, comprised of City staff, independently reviewed each proposal. Proposals were evaluated for six critical areas utilizing an evaluation matrix and 100 point scale. The evaluation criteria included experience, project organization, technical competence/methodology, familiarity of state and federal procedures, and financial responsibility. The attached memorandum dated August 28, 2023 details the evaluation committee's findings.

Staff recommends the award of the following pre-qualified list for an initial two-year period, with three one-year renewal options:

A. General Civil Engineering Services

- Chen Ryan & Associates, Inc.
- Glenn A. Rick Engineering and Development Co.
- Dokken Engineering
- Ardurra Group, Inc.

B. Landscape Architectural Services

- Spurlock Landscape Architects
- KTU&A
- Glenn A. Rick Engineering and Development Co.
- RHA Landscape Architects-Planners, Inc.

C. Construction Management/Inspection/Labor Compliance Services

- Project Professionals Corporation
- Unico Engineering, Inc.
- Dudek
- Ardurra Group, Inc.

D. Land Surveying Services

- Hunsaker & Associates San Diego, Inc.
- Psomas
- Paradigm Geospatial, Inc.
- Glenn A. Rick Engineering and Development Co.

E. Storm Water Quality Services

- D-Max Engineering, Inc.
- Glenn A. Rick Engineering and Development Co.
- REC Consultants
- Parsons Transportation Group, Inc.

F. Architectural Services

- Tucker Sadler Architects, Inc.
- COAR Design Group
- Davy Architecture, Inc.
- Domusstudio Architecture, LLP

G. Municipal Planning Services

- Glenn A. Rick Engineering and Development Co.
- Dokken Engineering

H. Housing & Real Estate Services

- Keyser Marston Associates, Inc.
- RSG, Inc.
- Dokken Engineering
- David Burningham, MAI

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Ongoing administrative activities of this nature do not constitute a "project" and are exempt from the California Environmental Quality Act (CEQA), pursuant to section 15378(b)(2) of the CEQA Guidelines. Any environmental review required for individual capital improvement projects will be performed prior to the City's project approval, as required by CEQA.

FISCAL IMPACT:

No fiscal impact at this time. Contracts shall be awarded in accordance with the approved annual budget. Contracts greater than \$75,000 shall be presented before City Council for award.

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Reso - Pre-Qual List - SOQ 007-24

Memorandum - 007-24

RESOLUTION NO. ___-23

RESOLUTION AWARDING STATEMENT OF QUALIFICATIONS
FOR ON-CALL PROFESSIONAL SERVICES
(SOQ NO. 007-24)

WHEREAS, the City of El Cajon's (the "City's") Public Works Department has various projects that require professional services involving different disciplines; and

WHEREAS, City staff determined that a list of pre-qualified firms should be created for professional services, including disciplines such as architecture, building/fire plan check, civic engineering, construction management, electrical/mechanical engineering, geotechnical, land surveying, and storm water management; and

WHEREAS, the intent is to establish a pre-qualification list of qualified firms to provide professional services on an "as-needed" basis when projects or services cannot be completed by City staff with selections from the list to rotate among the firms, provided however, the City, at its sole discretion, reserves the right to select firms out of rotation when deemed to be in the best interest of the City; and

WHEREAS, Statement of Qualifications ("SOQ") No. 007-24 was issued on April 13, 2023, resulting in 39 responses received on May 18, 2023; and

WHEREAS, following an evaluation by City staff it was recommended that the City Council approve the pre-qualified list of consultants, attached hereto as Exhibit "A," making the consultants eligible for selection on an as-needed basis during an initial two-year period, but the eligibility list may be extended by the City Manager for up to three (3) one-year renewal terms; and

WHEREAS, during the period that the eligibility list remains effective, each consultant selected for a project shall enter into a professional services agreement in the form as approved by the City Attorney, for such length of time, including extensions of renewal terms approved by the City Manager, but only necessary to complete the assigned project; and

WHEREAS, the City Council believes it to be in the best interests of the City to award the pre-qualified list of consultants, attached hereto as Exhibit "A," which list shall be approved and effective for an initial two-year period, but may be extend by the City Manager for up to three (3) one-year renewal terms, as recommended by City staff.

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby awards SOQ No. 007-24 for on-call professional services to the consultants listed in Exhibit "A," for an initial two-year period of pre-qualification status. The City Manager is authorized to extend the life of the pre-

qualification status of the listed consultants for not more than three (3) one-year renewal terms.

3. The City Manager and City Clerk are authorized and directed to execute agreements for on-call professional services on behalf of the City of El Cajon for such initial terms as necessary; with the ability to extend the agreements for such number of renewal terms of not more than one (1) year each, provided that the total number of years of any agreement shall not exceed five (5) years; in amounts not to exceed \$75,000 for the initial term or any renewal term of each assignment; and with such changes or other amendments as may be approved by the City Manager.

09/12/23 CC Agenda

Reso – Award of SOQ 007-24 – On-Call Prof Svcs (Pre-Qual List) 090523

EXHIBIT "A"

1. General Civil Engineering Services
 - Chen Ryan & Associates, Inc.
 - Glenn A Rick Engineering and Development Co.
 - Dokken Engineering
 - Ardurra Group, Inc.
2. Landscape Architectural Services
 - Spurlock Landscape Architects
 - KTU&A
 - Glenn A Rick Engineering and Development Co.
 - RHA Landscape Architects-Planners, Inc.
3. Construction Management/Inspection/Labor Compliance Services
 - Project Professionals Corporation
 - Unico Engineering, Inc.
 - Dudek
 - Ardurra Group, Inc.
4. Land Surveying Services
 - Hunsaker & Associates San Diego, Inc.
 - Psomas
 - Paradigm Geospatial, Inc.
 - Glenn A Rick Engineering and Development Co.
5. Storm Water Quality Services
 - D-Max Engineering, Inc.
 - Glenn A Rick Engineering and Development Co.
 - REC Consultants
 - Parsons Transportation Group, Inc.
6. Architectural Services
 - Tucker Sadler Architects, Inc.
 - COAR Design Group
 - Davy Architecture, Inc.
 - Domusstudio Architecture, LLP
7. Municipal Planning Services
 - Glenn A Rick Engineering and Development Co.
 - Dokken Engineering

8. Housing & Real Estate Services

- Keyser Marston Associates, Inc.
- RSG, Inc.
- Dokken Engineering
- David Burningham, MAI

CITY OF EL CAJON



MEMORANDUM

DATE: August 28, 2023

TO: Mara Romano, Purchasing Agent

FROM: Yazmin Arellano, Director of Public Works

SUBJECT: RECOMMENDATION TO AWARD – On-Call Professional Services, SOQ No. 007-24

On April 13, 2023, the City of El Cajon advertised a Request for Statements of Qualifications (SOQ) for On-Call Professional Services with the intent to establish a pre-qualification list of qualified firms. Over 39 firms submitted proposals by the May 18, 2023 deadline.

In accordance with 23 CFR 172, and the Federal Highway Administration (FHWA), local public agencies may engage consultants to perform architectural, engineering, and related services on federal-aided projects. Furthermore, local public agencies requesting federal/state funds to reimburse architectural and engineering consultants must follow the guidelines in Chapter 10, "Consultant Selection" of the California Department of Transportation (Caltrans) Local Assistance Procedures Manual and the Consultant Procurement Manual of the Caltrans Office of Policy Development and Quality Assurance. To fulfill these guidelines, the selection committee independently scored each consultant's proposal on the evaluation forms included in SOQ No. 007-24.

The proposal evaluation form is based on a weighted scale with criteria including: 1) Consultant's Ability & Experience, 2) Project Organization & Key Personnel, 3) Technical Competence/Proposed Method to Accomplish Work, 4) Familiarity of State & Federal Procedures, and 5) Financial Responsibility of Company/Firm, with a total possible of score of 300 points or (100 points per each evaluator).

The proposal submitted by Borelli and Associates, Incorporated was disqualified since they did not submit a complete proposal by the May 18, 2023 deadline.

The weighted scores from the selection committee resulted in the following rankings for each work discipline:

<u>General Civil Engineering Services- Category A</u>	<u>Weighted Score</u>
Chen-Ryan Associates	289.0
Rick Engineering	277.5
Dokken	273.0
Ardurra	258.5

<u>Landscape Architectural Services- Category B</u>	<u>Weighted Score</u>
Spurlock	279.0
KTU&A	269.0
Rick Engineering	266.0
RHA	234.0

<u>Construction Management/Inspection Services/Labor Compliance – Category C</u>	<u>Weighted Score</u>
PPC	271.0
Unico	269.5
Dudek	268.0
Ardurra	253.5

<u>Land Surveying Services – Category D</u>	<u>Weighted Score</u>
Hunsaker	274.5
Psomas	263.0
Paradigm	260.0
Rick Engineering	253.5

<u>Storm Water Quality Services – Category E</u>	<u>Weighted Score</u>
D-Max	283.5
Rick Engineering	268.5
REC	263.5
Parsons	245.5

<u>Architectural Services – Category F</u>	<u>Weighted Score</u>
Tucker Sadler	275.0
COAR	264.5
Davy	251.0
Domus	247.0

August 28, 2023
Memorandum
Page 3

<u>Municipal Planning Services – Category G</u>	<u>Weighted Score</u>
Rick Engineering	271.0
Dokken	260.5

<u>Housing & Real Estate Services – Category H</u>	<u>Weighted Score</u>
Keyser Marston	282.5
RSG	280.0
Dokken	260.5
Burningham	244.5

Recommendation

We recommend that future contracts for On-Call Professional Services be should solicited to the firms on the above stated list.

Please place this item on the September 12, 2023 City Council Agenda.

Sincerely,



Yazmin Arellano
Director of Public Works



City Council
Agenda Report

DATE: September 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Marisol Thorn, Director of Human Resources
SUBJECT: Geographic Information Systems (GIS) Technician Classification Specification Update

RECOMMENDATION:

That the City Council approves the updates to the education and experience sections of Geographic Information Systems (GIS) Technician classification specification.

BACKGROUND:

As part of the City's continuous efforts to recruit high quality candidates, the City is requesting to update the education and experience sections of the Geographic Information Systems (GIS) Technician classification specification. This is an entry level classification and approving the proposed changes will allow for a wider range of candidates to apply. On August 29, 2023, El Cajon Municipal Employees Association (ECMEA) notified the City that they had reviewed and approved the classification as written. The proposed classification specification is included for review and approval by City Council.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

City Council approval of the proposed classification specification update is exempt from the California Environmental Quality Act (CEQA) in accordance with section 15378(b)(2) because it is a personnel-related action and is therefore not a project.

FISCAL IMPACT:

There is no fiscal impact.

Prepared By: Megan Blake, Senior Human Resources Analyst

Reviewed By: Marisol Thorn, Director of Human Resources

Approved By: Graham Mitchell, City Manager

Attachments

Proposed GIS Tech - track changes

Proposed GIS Tech Classification

CITY OF EL CAJON

GEOGRAPHIC INFORMATION SYSTEMS (GIS) TECHNICIAN

CLASSIFICATION DESCRIPTION

Function: Under general supervision, provides technical support in the development, implementation, operation, and maintenance of the City's Geographic Information Systems (GIS) programs; applies knowledge of GIS to a variety of projects which include creation, maintenance, and quality control of geographic data-sets; performs related work as required.

Class Characteristics: This is a journey level classification. Employees in this class work independently and perform the full range of duties in the assigned area of responsibility.

Representative Duties:

- Performs technical duties in the development, implementation, operation, and maintenance of the City's geographic information systems;
- designs, develops, and assembles a variety of digital base maps;
- interprets engineering plans, plat maps, and legal descriptions for GIS database development efforts;
- creates and maintains geographic information systems databases;
- edits, creates, and maintains graphic and tabular geographic information databases;
- ensures the integrity, quality, and accuracy of a variety of geographic information systems information and data;
- operates a variety of geographic information systems input and output devices including scanners, printers, plotters;
- provides geographic information system services to City staff as well as supporting system users.

Contacts and Relationships: Contacts are primarily with other City employees. Employees may interact with consultants, vendors, and GIS staff from other agencies in the region.

Accountability: Employees are responsible for assisting in the operation and maintenance of the City's geographic information systems.

Working Conditions: The major part of the employees work takes place in an office setting. Outdoor fieldwork may also occur.

QUALIFICATIONS GUIDELINES

Physical Condition: Shall possess the physical, mental, and emotional ability to perform the essential duties of the position without the threat of hazard to themselves or others.

While performing the duties of this job, employees are frequently required to sit, talk, and hear. Employees are occasionally required to move about an office; use hands to finger, handle or feel objects, tools, or controls; and reach with hands. Employees must occasionally lift and/or move up to 35 pounds. Specific vision abilities required include close vision and the ability to focus.

Education: ~~— Educational achievement equivalent to an Associate's Degree in computer science, geographic information systems, or a related field.~~ Any combination of the following educational programs in the GIS field:

- Successful completion of a college-level GIS certificate program; OR
- An associate's degree from an accredited U.S. college or university, or a certified foreign studies equivalency, in geography, earth sciences, civil engineering, urban planning, information technology, biology with an emphasis in GIS, computer science, or a closely related field; OR
- A bachelor's degree from an accredited U.S. college or university in the field of Geographic Information Systems, Geographic Information Science, Geography or a closely related field; OR,
- A master's degree from an accredited U.S. college or university in the field of Geographic Information Systems, Geographic Information Science, Geography or a closely related field.

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Experience: ~~— Three~~ The equivalent of one years of progressively responsible, full-time GIS experience administering and operating GIS software to develop GIS data, digital maps, or other digital displays for land use or spatial analysis. technical support experience. Educational equivalency to a bachelor's degree or higher as indicated above can substitute for the one year of experience requirement.

Abilities/Skills/Knowledge:

- Ability to provide technical level support to geographic information systems programs;
- ability to prepare accurate maps;
- ability to prepare, compile, and analyze geographic information systems data;
- ability to update and/or post data;

City of El Cajon
Geographic Information Systems Technician

- ability to implement, maintain, and operate geographic information database systems;
- ability to scan maps and photographs;
- considerable knowledge of the operations, services, and activities of a geographic information systems program;
- considerable knowledge of the principles and techniques of geographic information systems;
- skill in operating personal computer hardware, software, and other modern office equipment;
- ability to communicate effectively, orally and in writing;
- ability to establish and maintain effective working relationships with other City employees.

Special Requirements:

Possession of, or ability to obtain prior to employment, a valid Class C California driver's license with a safe driving record.

Established: 08/31/2006;
Reviewed by City Manager: 08/17/2006;
Reviewed by Personnel Commission: 08/31/2006;
Approved by City Council: 09/12/2006;
[Approved Changes by MEA: 8/29/2023](#)
[Approved Changes by City Council:](#)

CITY OF EL CAJON

GEOGRAPHIC INFORMATION SYSTEMS (GIS) TECHNICIAN

CLASSIFICATION DESCRIPTION

Function: Under general supervision, provides technical support in the development, implementation, operation, and maintenance of the City's Geographic Information Systems (GIS) programs; applies knowledge of GIS to a variety of projects which include creation, maintenance, and quality control of geographic data-sets; performs related work as required.

Class Characteristics: This is a journey level classification. Employees in this class work independently and perform the full range of duties in the assigned area of responsibility.

Representative Duties:

- Performs technical duties in the development, implementation, operation, and maintenance of the City's geographic information systems;
- designs, develops, and assembles a variety of digital base maps;
- interprets engineering plans, plat maps, and legal descriptions for GIS database development efforts;
- creates and maintains geographic information systems databases;
- edits, creates, and maintains graphic and tabular geographic information databases;
- ensures the integrity, quality, and accuracy of a variety of geographic information systems information and data;
- operates a variety of geographic information systems input and output devices including scanners, printers, plotters;
- provides geographic information system services to City staff as well as supporting system users.

Contacts and Relationships: Contacts are primarily with other City employees. Employees may interact with consultants, vendors, and GIS staff from other agencies in the region.

Accountability: Employees are responsible for assisting in the operation and maintenance of the City's geographic information systems.

Working Conditions: The major part of the employees work takes place in an office setting. Outdoor fieldwork may also occur.

QUALIFICATIONS GUIDELINES

Physical Condition: Shall possess the physical, mental, and emotional ability to perform the essential duties of the position without the threat of hazard to themselves or others.

While performing the duties of this job, employees are frequently required to sit, talk, and hear. Employees are occasionally required to move about an office; use hands to finger, handle or feel objects, tools, or controls; and reach with hands. Employees must occasionally lift and/or move up to 35 pounds. Specific vision abilities required include close vision and the ability to focus.

Education: Any combination of the following educational programs in the GIS field:

- Successful completion of a college-level GIS certificate program; OR
- An associate's degree from an accredited U.S. college or university, or a certified foreign studies equivalency, in geography, earth sciences, civil engineering, urban planning, information technology, biology with an emphasis in GIS, computer science, or a closely related field; OR
- A bachelor's degree from an accredited U.S. college or university in the field of Geographic Information Systems, Geographic Information Science, Geography or a closely related field; OR,
- A master's degree from an accredited U.S. college or university in the field of Geographic Information Systems, Geographic Information Science, Geography or a closely related field.

Experience: The equivalent of one year of progressively responsible, full-time GIS experience administering and operating GIS software to develop GIS data, digital maps, or other digital displays for land use or spatial analysis. Educational equivalency to a bachelor's degree or higher as indicated above can substitute for the one year of experience requirement.

Abilities/Skills/Knowledge:

- Ability to provide technical level support to geographic information systems programs;
- ability to prepare accurate maps;
- ability to prepare, compile, and analyze geographic information systems data;
- ability to update and/or post data;
- ability to implement, maintain, and operate geographic information database systems;

City of El Cajon
Geographic Information Systems Technician

- ability to scan maps and photographs;
- considerable knowledge of the operations, services, and activities of a geographic information systems program;
- considerable knowledge of the principles and techniques of geographic information systems;
- skill in operating personal computer hardware, software, and other modern office equipment;
- ability to communicate effectively, orally and in writing;
- ability to establish and maintain effective working relationships with other City employees.

Special Requirements:

Possession of, or ability to obtain prior to employment, a valid Class C California driver's license with a safe driving record.

Established: 08/31/2006;
Reviewed by City Manager: 08/17/2006;
Reviewed by Personnel Commission: 08/31/2006;
Approved by City Council: 09/12/2006;
Approved Changes by MEA: 8/29/2023
Approved Changes by City Council:



City Council
Agenda Report

Agenda Item 6.

DATE: September 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Chelsea Pullen, Human Resources Analyst
SUBJECT: Revised Classification Specification for Senior Management Analyst

RECOMMENDATION:

That the City Council approves the revised classification specification for Senior Management Analyst.

BACKGROUND:

As a part of the continuous effort to recruit the highest qualified applicants, the City is requesting to modify the Senior Management Analyst classification. The current classification specification is outdated and does not align with the needs of the City nor does it attract the appropriate level of candidates. The City proposes changes, as attached, to reflect the level of skillset required to perform the essential job functions of the classification. On August 9, 2023 MMPEG notified the City that they had reviewed and approved the revised classification specification as written.

The revised classification specification is included for review and approval by the Council.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

City Council approval of the proposed classification specification update is exempt from the California Environmental Quality Act (CEQA) in accordance with section 15378(b)(2) because it is a personnel-related action and is therefore not a project.

FISCAL IMPACT:

There is no fiscal impact. The current salary setting will remain the same.

Prepared By: Chelsea Pullen, Human Resources Analyst
Reviewed By: Marisol Thorn, Director of Human Resources
Approved By: Graham Mitchell, City Manager

Attachments

Senior Management Analyst- Track Changes
Senior Management Analyst- No Track Changes

CITY OF EL CAJON

SENIOR MANAGEMENT ANALYST

~~(Non-Classified)~~[Classified](#)

CLASSIFICATION DESCRIPTION

Function: Under administrative direction, performs a variety of highly responsible, technical administrative analyses, studies, and research projects; and performs related work as required.

Class Characteristics: This is the highest-level professional class in the management analyst series. Employees in this class perform complex administrative tasks and technical research assigned by the department director and usually have supervisory duties. These positions may be rotated to different departments.

Representative Duties:

- Prepares extensive administrative analyses, studies, and research projects, such as evaluating work unit standards, output measures, staffing requirements, and equipment usage levels;
- prepares projections of expenses and revenues in order to determine the cost of new programs;
- directs the preparation of purchase requisitions and the maintenance of purchasing files;
- coordinates preparation of department or City budget, including product and vendor research and time cost projections;
- monitors departmental budget expenditures;
- monitors petty cash vouchers, open account purchases, direct payments and claims;
- monitors contracts with non-City agencies;
- arranges for acquisition of supplies, materials and services for department;
- prepares charts, tables and graphs for presentation of data;
- prepares responses to federal and state agency audits;
- revises and develops forms;

- serves as a liaison for the department in its contacts with other City departments, agencies, representatives and private vendors;
- makes written or oral presentations of recommendations to department director or other management staff for review;
- supervises departmental support staff;
- leads departmental and inter-departmental project teams;
- selects and may design new methods and techniques for obtaining solutions;
- assists in policy formation and prepares departmental or City-wide policies for implementation;
- requests legal opinions.

Contacts and Relationships: Contacts are primarily with department directors and other City employees while conducting studies and preparing reports; however, some duties also involve contact with government agency representatives, community groups, vendors and/or the general public.

Accountability: Employee is accountable for thoroughness in research and completion of analyses, studies and reports in an accurate and timely manner.

Working Conditions: A major part of the employee's time is spent in the office, however, field work will occur.

QUALIFICATIONS GUIDELINES

Experience: At least three years [administrative/analytical](#) experience in a [municipal](#) government setting. ~~and at least~~ [At least](#) one year of supervisory experience [is desirable](#).

Education: Equivalent to at least a Bachelor's degree with a major in public or business administration or a related field. Graduate coursework is desirable.

Physical Condition: Shall possess the physical, mental and emotional ability to perform the essential duties of the position without the threat of hazard to self or others.

While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handles, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.

The employee must occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Abilities/Skills/Knowledge:

- Thorough knowledge of the principles and practices of public administration and governmental organizations affecting the areas of assigned responsibility;
- extensive knowledge of research methods and techniques used in public administration;
- extensive knowledge of various computer applications;
- knowledge of accounting and budgeting principles;
- ability to conduct a variety of technical management studies and prepare detailed reports outlining problems and practical solutions, and present information;
- ability to coordinate-preparation of departmental budget;
- ability to monitor department purchasing;
- ability to apply and develop advanced solutions to complex situations or problems;
- ability to select, train and evaluate assigned staff;
- ability to explain detailed City policies in a non-technical manner;
- ability to establish and maintain effective working relationships with City officials, co-workers, other professionals and the general public;
- ability to work well under time constraints;
- ability to think independently;
- ability to complete projects with minimal instruction;
- excellent written and oral communication skills.

SPECIAL REQUIREMENTS:

Possession of or ability to obtain, prior to employment, a valid Class C California driver's license with a safe driving record.

Established: 2/82
Revised: 1/89, 9/98, 03/04
Approved by City Council: 03/04

CITY OF EL CAJON

SENIOR MANAGEMENT ANALYST

Classified

CLASSIFICATION DESCRIPTION

Function: Under administrative direction, performs a variety of highly responsible, technical administrative analyses, studies, and research projects; and performs related work as required.

Class Characteristics: This is the highest-level professional class in the management analyst series. Employees in this class perform complex administrative tasks and technical research assigned by the department director and usually have supervisory duties. These positions may be rotated to different departments.

Representative Duties:

- Prepares extensive administrative analyses, studies, and research projects, such as evaluating work unit standards, output measures, staffing requirements, and equipment usage levels;
- prepares projections of expenses and revenues in order to determine the cost of new programs;
- directs the preparation of purchase requisitions and the maintenance of purchasing files;
- coordinates preparation of department or City budget, including product and vendor research and time cost projections;
- monitors departmental budget expenditures;
- monitors petty cash vouchers, open account purchases, direct payments and claims;
- monitors contracts with non-City agencies;
- arranges for acquisition of supplies, materials and services for department;
- prepares charts, tables and graphs for presentation of data;
- prepares responses to federal and state agency audits;
- revises and develops forms;

Bargaining Group: MMPEG

- serves as a liaison for the department in its contacts with other City departments, agencies, representatives and private vendors;
- makes written or oral presentations of recommendations to department director or other management staff for review;
- supervises departmental support staff;
- leads departmental and inter-departmental project teams;
- selects and may design new methods and techniques for obtaining solutions;
- assists in policy formation and prepares departmental or City-wide policies for implementation;
- requests legal opinions.

Contacts and Relationships: Contacts are primarily with department directors and other City employees while conducting studies and preparing reports; however, some duties also involve contact with government agency representatives, community groups, vendors and/or the general public.

Accountability: Employee is accountable for thoroughness in research and completion of analyses, studies and reports in an accurate and timely manner.

Working Conditions: A major part of the employee's time is spent in the office, however, field work will occur.

QUALIFICATIONS GUIDELINES

Experience: At least three years analytical experience in a government setting. At least one year of supervisory experience is desirable.

Education: Equivalent to at least a Bachelor's degree with a major in public or business administration or a related field. Graduate coursework is desirable.

Physical Condition: Shall possess the physical, mental and emotional ability to perform the essential duties of the position without the threat of hazard to self or others.

While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handles, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.

The employee must occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Abilities/Skills/Knowledge:

- Thorough knowledge of the principles and practices of public administration and governmental organizations affecting the areas of assigned responsibility;
- extensive knowledge of research methods and techniques used in public administration;
- extensive knowledge of various computer applications;
- knowledge of accounting and budgeting principles;
- ability to conduct a variety of technical management studies and prepare detailed reports outlining problems and practical solutions, and present information;
- ability to coordinate-preparation of departmental budget;
- ability to monitor department purchasing;
- ability to apply and develop advanced solutions to complex situations or problems;
- ability to select, train and evaluate assigned staff;
- ability to explain detailed City policies in a non-technical manner;
- ability to establish and maintain effective working relationships with City officials, co-workers, other professionals and the general public;
- ability to work well under time constraints;
- ability to think independently;
- ability to complete projects with minimal instruction;
- excellent written and oral communication skills.

SPECIAL REQUIREMENTS:

Possession of or ability to obtain, prior to employment, a valid Class C California driver's license with a safe driving record.

Established: 2/82
Revised: 1/89, 9/98, 03/04
Approved by City Council: 03/04



City Council
Agenda Report

Agenda Item 7.

DATE: September 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Chelsea Pullen, Human Resources Analyst
SUBJECT: Revised Classification Specification for Forensic Evidence Technician

RECOMMENDATION:

That the City Council approves the proposed changes to the classification specification for Forensic Evidence Technician.

BACKGROUND:

As part of the continuous effort to recruit the highest qualified applicants, the City is requesting to modify the Forensic Evidence Technician classification. The classification specification was outdated and did not align with the needs of the City. The City worked with the department subject matter expert to bring the specification up to date and on July 25, 2023, ECMEA notified the City that they had reviewed and approved the revised classification as written.

The revised classification specification is included for review and approval by the Council.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

City Council approval of the proposed classification specification update is exempt from the California Environmental Quality Act (CEQA) in accordance with section 15378(b)(2) because it is a personnel-related action and is therefore not a project.

FISCAL IMPACT:

There is no fiscal impact. The current salary setting will remain the same.

Prepared By: Chelsea Pullen, HR Analyst

Reviewed By: Marisol Thorn, Director of Human Resources

Approved By: Graham Mitchell, City Manager

Attachments

Forensic Evidence Technician Job Description- Track Changes

Forensic Evidence Technician Job Description- No Track Changes

CITY OF EL CAJON

FORENSIC EVIDENCE TECHNICIAN

CLASSIFICATION DESCRIPTION

Function: Under general supervision, to identify, collect, preserve, transport, and evaluate evidence relevant to police investigations; to perform varied technical work in the areas of fingerprint identification, photography, collection of biological or sexual assault evidence~~trace evidence~~, and other crime scene materials; to serve as a resource person in the evidence technology field; and to perform related work as required.

Representative Duties:

- ~~Conducts examinations and~~Processes crime scenes investigations including to include the recording, documenting and photography, evidence collection, of physical and trace evidence; and latent print recovery;
- Collects, preserves, and transports physical evidence from various events during the course of crime scene investigations, which includes latent fingerprints, trace evidence, biological evidence, narcotics, firearms, and other weapons;
- ~~photographs crime scenes and evidence using black and white and color film~~Uses a digital SLR camera and other photographic equipment during crime scene investigations and laboratory analysis;
- ~~prints, develops and may use specialized photographic techniques such as macro, micro and ultra-violet photography using various types of photographic equipment~~Uses specialized photographic techniques such as time-exposures in low-light settings, alternate light source photography, macro photography of latent prints and other trace evidence, and footwear or tire track impression photography using various types of photographic equipment;;
- attends autopsies of victims and/or suspects for the purpose of photographing, collecting and preserving evidence;
- photographs and processes victims, suspects, and vehicles of crimes for evidence;
- Examines items of evidence in the field or the laboratory for latent fingerprints and trace evidence using a combination of laser/alternative light source techniques, print powders, and chemicals;
- ~~collects and classifies~~Evaluates latent fingerprints and enters the prints into a recognized Automated Fingerprint Identification System; using recognized classification systems including computerized CAL-ID system;
- ~~dusts and lifts latent prints and fingerprints;~~

City of El Cajon
Evidence Technician

- Prepares reports for work performed in the field or in the laboratory;
- ~~develops latent fingerprints using laser and chemical enhancements;~~
- ~~restores obliterated serial numbers;~~
- prepares evidence for court and testifies as necessaryAppears in court as an expert witness regarding the collection and processing of physical evidence;
- ~~prepares various types of evidence for analysis;~~
- May provide training to Forensic Evidence Technicians, Laboratory Interns, and Police Officers;~~may train officers in evidence-gathering techniques;~~
- ~~photographs and processes victims and suspects of crimes for evidence;~~
- ~~photographs live line-up of suspects;~~
- ~~prepares reports, evidence lists and property tags for collected evidence;~~
- ~~receives and transports property in coordination with the property room;~~
- ~~attends autopsies of victims and/or suspects for the purpose of photographing, collecting and preserving evidence;~~
- May provide education to the public and participate in public relations events.
- ~~may train and lead the work of part-time and temporary laboratory personnel.~~

Contacts and Relationships: The employee interacts extensively with other Crime Forensic Laboratory personnel, various divisions of the Police Department, victims, suspects and other individuals connected with gathering evidence at crime scenes or at the laboratory. There is some work with other City departments, agencies and forensic laboratories, and contact with the legal system when in court offering testimony.

Accountability: Employee is accountable for performing thorough laboratory and crime scene investigations and testsexaminations. The employee is expected to follow procedures established by the City, the State and Federal governments and any other legal statutes that may apply.

Working Conditions: The employee may be exposed to victims and suspects of crimes, chemicals, or may work at unhealthy crime scenes, which may result in a health hazard situation. The employee is required to be on call for crime scene investigations after normal working hours and works independently on assigned cases.

QUALIFICATION GUIDELINES

Physical Condition: Shall possess the physical, mental and emotional ability to perform the essential duties of the position without the threat of hazard to self or others. While performing the duties of the job, the employee is frequently required to sit and talk or hear; use hands to finger, handle, or operate objects, tools, or controls; reach with hands and arms. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl or smell.

City of El Cajon
Evidence Technician

The employee must occasionally lift and/or move more than 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Experience: At least six months experience in evidence technology or criminalistics or a closely related field.

Education: Completion of two years of study at a recognized college or university with a major or significant course work in evidence technology, criminalistics or a closely related field. An internship in a forensic laboratory is highly desirable.

Abilities/Skills/Knowledge:

- Ability to perform thorough examinations of physical evidence;
- Ability to operate various types of photographic equipment;
- Ability to use various computer programs for the preparation of reports and the chain of custody of evidence;
- ability to critically analyze what items and areas of crime scenes should be examined for latent prints;
- ability to communicate effectively, both orally and in writing;
- ability to work cooperatively and effectively with others;
- ability to remain apprised of current developments in the field of evidence technology;
- ability to determine appropriate analytical tests for the evaluation of evidence;
- Ability to exercise appropriate judgement in the answering of questions and releasing information;
-
- considerable knowledge of techniques and procedures utilized in the identification, documentation, collection, preservation, and ~~preservation-transportation~~ of evidence;
- working knowledge of various photographic techniques, equipment, materials and development methods;
- knowledge of commonly used fingerprint classification systems;
- working knowledge of investigative procedures used by the Police Department;
- working knowledge to offer testimony as an expert witness regarding evidentiary materials and findings;
- working knowledge of the criminal justice system;
- working knowledge of laboratory equipment and maintenance techniques;

City of El Cajon
Evidence Technician

- working knowledge of regulations pertaining to the collection, retention and disposition of evidence.

Special Requirements: Possession of or ability to obtain, prior to employment, a valid Class C California driver's license with a safe driving record.

Revised: 1/92; 10/00

CITY OF EL CAJON

FORENSIC EVIDENCE TECHNICIAN

CLASSIFICATION DESCRIPTION

Function: Under general supervision, to identify, collect, preserve, transport, and evaluate evidence relevant to police investigations; to perform varied technical work in the areas of fingerprint identification, photography, collection of biological or trace evidence, and other crime scene materials; to serve as a resource person in the evidence technology field; and to perform related work as required.

Representative Duties:

- Processes crime scenes to include photography, evidence collection, and latent print recovery;
- Collects, preserves, and transports physical evidence from various events during the course of crime scene investigations, which includes latent fingerprints, trace evidence, biological evidence, narcotics, firearms, and other weapons;
- Uses a digital SLR camera and other photographic equipment during crime scene investigations and laboratory analysis;
- Uses specialized photographic techniques such as time-exposures in low-light settings, alternate light source photography, macro photography of latent prints and other trace evidence, and footwear or tire track impression photography using various types of photographic equipment;
- attends autopsies of victims and/or suspects for the purpose of photographing, collecting and preserving evidence;
- photographs and processes victims, suspects, and vehicles of crimes for evidence;
- Examines items of evidence in the field or the laboratory for latent fingerprints and trace evidence using a combination of laser/alternative light source techniques, print powders, and chemicals;
- Evaluates latent prints and enters the prints into a recognized Automated Fingerprint Identification System;
- Prepares reports for work performed in the field or in the laboratory;
- Appears in court as an expert witness regarding the collection and processing of physical evidence;
- May provide training to Forensic Evidence Technicians, Laboratory Interns, and Police Officers;
- May provide education to the public and participate in public relations events.

Contacts and Relationships: The employee interacts extensively with other Forensic Laboratory personnel, various divisions of the Police Department, victims, suspects and other individuals connected with gathering evidence at crime scenes or at the laboratory. There is some work with other City departments, agencies and forensic laboratories, and contact with the legal system when in court offering testimony.

Accountability: Employee is accountable for performing thorough laboratory and crime scene investigations and examinations. The employee is expected to follow procedures established by the City, the State and Federal governments and any other legal statutes that may apply.

Working Conditions: The employee may be exposed to victims and suspects of crimes, chemicals, or may work at unhealthy crime scenes, which may result in a health hazard situation. The employee is required to be on call for crime scene investigations after normal working hours and works independently on assigned cases.

QUALIFICATION GUIDELINES

Physical Condition: Shall possess the physical, mental and emotional ability to perform the essential duties of the position without the threat of hazard to self or others. While performing the duties of the job, the employee is frequently required to sit and talk or hear; use hands to finger, handle, or operate objects, tools, or controls; reach with hands and arms. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl or smell.

The employee must occasionally lift and/or move more than 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Experience: At least six months experience in evidence technology or criminalistics or a closely related field.

Education: Completion of two years of study at a recognized college or university with a major or significant course work in evidence technology, criminalistics or a closely related field. An internship in a forensic laboratory is highly desirable.

Abilities/Skills/Knowledge:

- Ability to perform thorough examinations of physical evidence;
- Ability to operate various types of photographic equipment;
- Ability to use various computer programs for the preparation of reports and the chain of custody of evidence;
- ability to critically analyze what items and areas of crime scenes should be examined for latent prints;
- ability to communicate effectively, both orally and in writing;

City of El Cajon
Evidence Technician

- ability to work cooperatively and effectively with others;
- ability to remain apprised of current developments in the field of evidence technology;
- ability to determine appropriate analytical tests for the evaluation of evidence;
- Ability to exercise appropriate judgement in the answering of questions and releasing information;

- considerable knowledge of techniques and procedures utilized in the identification, documentation, collection, preservation, and transportation of evidence;
- working knowledge of various photographic techniques, equipment, materials and development methods;
- knowledge of commonly used fingerprint classification systems;
- working knowledge of investigative procedures used by the Police Department;
- working knowledge to offer testimony as an expert witness regarding evidentiary materials and findings;
- working knowledge of the criminal justice system;
- working knowledge of laboratory equipment and maintenance techniques;
- working knowledge of regulations pertaining to the collection, retention and disposition of evidence.

Special Requirements: Possession of or ability to obtain, prior to employment, a valid Class C California driver's license with a safe driving record.

Revised: 1/92; 10/00



City Council Agenda Report

Agenda Item 8.

DATE: September 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Marisol Thorn, Director of Human Resources
SUBJECT: Revisions to the Principal Civil Engineer Classification Specification

RECOMMENDATION:

That the City Council approves the proposed revisions to the Principal Civil Engineer classification specification.

BACKGROUND:

The City's current classification specification for Principal Civil Engineer was last updated in July 1996. Any changes made to the classification specification will not adversely impact any incumbents as the changes only include expansion of assignments and clean-up language. Based on staff's evaluation of the needs for the traffic engineering job function, and in line with comparable local municipal findings, staff recommends adding the Traffic Assignment as seen in the attachment. This modification allows the City to recruit a larger pool of applicants.

As mentioned, the proposed changes will not adversely impact any employees, and could potentially allow for internal growth by creating a promotional opportunity for City employees who may not currently have the Traffic Engineer license from the State of California, but otherwise have the Professional Engineer license, and are able to then pursue the Traffic Engineer license.

The mark-up version of the proposed classification specification revisions is attached. A copy of the revised classification specification was provided to the El Cajon Mid-Management Group (MMPEG), which represents this classification. MMPEG has reviewed and approved the proposed revisions as attached.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed revisions to the Principal Civil Engineer classification specification are not a "Project" as defined under section 15378 of the State CEQA Guidelines because it is a governmental administrative activity which does not result in a physical change in the environment.

FISCAL IMPACT:

There are no fiscal impacts.

Prepared By: Marisol Thorn, Director of Human Resources

Reviewed By:

Approved By: Graham Mitchell, City Manager

Attachments

Revised Principal Civil Engineer

Track Changes Civil Engineer

CITY OF EL CAJON
PRINCIPAL CIVIL ENGINEER

Classified Service

CLASSIFICATION DESCRIPTION

Function: Under administrative direction, organize, supervise, and participate in the activities of one or more of the major functions in the engineering division and perform related work as required. Work assignments may overlap or reflect the duties of multiple tasks.

Class Characteristics: The class is the highest-level engineering position below the City Engineer and may act in the absence of the City Engineer if assigned. This lead/supervisory level job classification is responsible for managing highly visible and sensitive projects.

Representative Duties: (All assignments)

- Confers with other City personnel, representatives of public and private agencies, and the public regarding engineering projects.
- Administers engineering division records and files related to the responsibilities of the respective major function.
- Participates in budget preparation.
- Prepares reports to the City Council and Planning Commission.
- Conducts meetings and participates on committees.
- Monitors environmental requirements on engineering projects.
- Performs and reviews difficult civil engineering work in connection with civil, traffic, or transportation engineering and other public works as necessary.
- Directs and administers all consultant engineering contracts.
- Prepares and administers grant funding applications for various programs.

In the Private Development/Storm Water assignment:

- Directs, reviews, and supervises the checking of tentative and final subdivision and parcel maps for compliance with local and State Subdivision Map Act regulations.
- Administers the review of improvement plans, drainage plans, and designs for compliance with City standards, specifications, conditions of approval, and environmental requirements.
- Prepares the Department of Public Works' comments on building permits, planning actions, tentative subdivision maps, annexations, and drainage/grading plans.
- Supervises the public counter operation, including maintenance of engineering drawings and recorded maps.
- Coordinates the preparation of lien contracts and other agreements.
- Oversees the project management and contract administration of drainage and storm water facilities projects.
- Oversees the management of the City's Storm Water Compliance Program in accordance with federal, state, and local laws.
- May represent the City Engineer at Planning Commission meetings.

In the Design/Special Projects assignment:

- Directs, supervises, and performs professional engineering work in the planning, design, construction, and maintenance of streets, sanitary sewers, storm drains, traffic signals and traffic control devices, and other public works structures.
- May represent or assist the City Engineer at City Council hearings.
- Directs, supervises, and participates in the administration of City construction projects.
- Oversees the administration/monitoring of the City wastewater treatment and wastewater transportation agreements.
- Assists with the management and upkeep of City's infrastructure related master plans.
- Oversees the inspection and survey functions of the department.
- Oversees the wastewater billing program functions of the department.

- Directs, supervises and participates in maintaining the computerized street, sanitary sewer and drainage inventory for management, planning and maintenance of the public improvements.

In the Traffic assignment:

- Directs, supervises, and performs professional engineering work in the planning, design, construction, and maintenance of streets, traffic signals and traffic control devices, and other public works structures.
- Supervises and participates in traffic condition surveys, volume analyses, accident surveys and analyses, and parking surveys and analyses.
- Designs signal and channelization installations and prepares traffic signal timing schedules and diagrams.
- Determines the need and justification for traffic control devices, parking zones, City-owned off-street parking, and one-way streets.
- Supervises the installation, maintenance, and operation of traffic control equipment, traffic signs, and street striping.
- Makes recommendations concerning traffic rules, regulations, and ordinances relating to vehicular flow, truck routes, and overload or oversized transportation permits.
- Administers the City traffic-related maintenance contracts, street light maintenance contracts, underground utility detection contracts, and underground utility districts contracts.

Contacts and Relationships: Contacts are varied and include engineers, contractors, property owners, utility and outside agency representatives, and developers. In many cases, the employee must exercise a high degree of persuasive ability and tact in gaining compliance with City requirements without resentment.

Accountability: The employee is accountable for efficient, accurate, and timely completion of work assigned. Employees must be informed of new standards and state legislation affecting local engineering or public works projects.

Working Conditions: Work is primarily in an office setting; however, fieldwork is occasionally required to inspect sites under consideration for development, locations of proposed improvement, or work under construction.

QUALIFICATIONS GUIDELINES

Physical Condition: Shall possess the physical, mental, and emotional ability to perform the position's essential duties without the threat of hazard to self or others.

Experience: Four years experience in civil engineering involving design, construction, survey, traffic and transportation engineering, and supervision.

Education: Educational achievement equivalent to graduation from a four-year college or university with a degree in civil engineering.

Special Requirements: Possession of a California Registration Certificate as a Professional Civil Engineer. Possession of or ability to obtain, before employment, a valid Class C California driver's license with a safe driving record.

Abilities/Skills/Knowledge:

- Ability to coordinate and supervise the work of engineers, technicians and aides.
- Ability to prepare reports, specifications, and draft contract documents.
- Ability to establish and maintain effective working relationships with City employees, employees of other agencies, and the public.
- Knowledge of the principles and practices of civil engineering, including structures, hydraulics, hydrology, highway design (including pavement design), sanitary and storm sewer design, specialties related to specifications, plans and cost estimates.
- Thorough knowledge of Engineering Economy Principles.
- Familiarity with the State Subdivision Map Act and State Streets And Highways Code, especially the 1911 and 1913 Improvement Acts and the Special Investigation, Limitation, and Majority Protest Act of 1931, is desirable.
- Knowledge of local, state, and federal laws pertaining to contract procedures, public right of way, and vehicular traffic.

CITY OF EL CAJON

PRINCIPAL CIVIL ENGINEER

~~(Non-Classified)~~ Classified

CLASSIFICATION DESCRIPTION

Function: Under administrative direction, ~~to~~ organize, supervise, and participate in the activities of one or more of the major functions in the engineering division; and performs related work as required.- Work assignments may overlap or reflect the duties of multiple ~~assignments~~tasks.

Class Characteristics: The class is the highest-level engineering position below the City Engineer and may act in the absence of the City Engineer if assigned. This lead/supervisory level job classification is responsible for managing highly visible and sensitive projects.

Representative Duties: (All assignments)

- Confers with other City personnel, representatives of public and private agencies, and the public regarding engineering projects;
- ~~administers~~ Administers engineering division records and files related to the responsibilities of the respective major function;
- Participates in budget preparation;
- Prepares reports to the City Council and Planning Commission;
- Conducts meetings and participates on committees;
- Monitors environmental requirements on engineering projects;
- ~~reviews the preparation of legal descriptions and grant deeds for easements and public rights-of-way;~~
- Performs and reviews difficult civil engineering work in connection with the design of streets, sanitary sewers, storm drains civil, traffic, or transportation engineering and other public works as necessary.
- Directs and administers all consultant engineering contracts.
- Prepares and administers grant funding applications for various programs.-

In the Private Development/Storm Water assignment:

City of El Cajon
Principal Civil Engineer

- ~~directs~~Directs, reviews, and supervises the checking of tentative and final subdivision and parcel maps for compliance with local and State Subdivision Map Act regulations;
- Administers the review of~~reviews~~ improvement plans, drainage plans, and designs for compliance with City standards, specifications, conditions of approval, and environmental requirements;
- P~~p~~repares the ~~department~~Department of ~~public w~~Public Works' comments on building permits, planning actions, tentative subdivision maps, ~~and~~ annexations, and drainage/grading plans;
- Supervises the public counter operation, including maintenance of engineering drawings and recorded maps;
- ~~prepares lien contracts and responses for waiver requests;~~
- Coordinates the preparation of~~prepares~~ lien contracts and other agreements;
- Oversees the project management and contract administration of drainage and storm water facilities projects.
- Oversees the management of the City's Storm Water Compliance Program in accordance with federal, state, and local laws.
- ~~may~~May represent the City Engineer at Planning Commission meetings.

In the Design/Special Projects assignment:

- D~~D~~irects, supervises, and performs professional engineering work in the planning, design, construction, and maintenance of streets, sanitary sewers, storm drains, traffic signals and traffic control devices, and other public works structures.
 - ~~participates in the design and preparation of engineering plans, cost estimates, funding applications and specifications for street improvements, sanitary sewers, drainage facilities and other related public works improvements;~~
- ~~prepares funding applications for various funding programs;~~
- ~~monitors lien contacts;~~
- ~~directs and participates in engineering work duties in special assessment districts;~~
- ~~directs and participates in the administration and monitoring of participation agreements and lien contracts;~~
- ~~may~~May represent or assist the City Engineer at City Council hearings.

In the Special Projects assignment:

- Directs, supervises, and participates in the administration of the City construction projects.
- and the sanitary sewer system including monitoring the contract with the metropolitan sewage system Oversees the administration/monitoring of the City wastewater treatment and wastewater transportation agreements.
- an infiltration/inflow control program, and maintaining the sewer master plan. Assists with the management and upkeep of City's infrastructure related master plans.
- ~~directs, supervises and participates in the administration of city construction projects;~~
- Oversees the inspection and survey functions of the department.
- Oversees the wastewater billing program functions of the department.;
- Directs, supervises and participates in maintaining the computerized street, sanitary sewer and drainage inventory for management, planning and maintenance of the public improvements.
- ~~directs and administers all consultant engineer contracts including those for special assessment districts;~~

~~directs and participates in the preparation of engineering plans, cost estimates and specifications for special and routine engineering projects.~~

In the Traffic assignment:

- Directs, supervises, and performs professional engineering work in the planning, design, construction, and maintenance of streets, traffic signals and traffic control devices, and other public works structures.
- Supervises and participates in traffic condition surveys, volume analyses, accident surveys and analyses, and parking surveys and analyses.;
- Designs signal and channelization installations and prepares traffic signal timing schedules and diagrams.;
- Determines the need and justification for traffic control devices, parking zones, City-owned off-street parking, and one-way streets.;
- Supervises the installation, maintenance, and operation of traffic control equipment, traffic signs, and street striping.;

- Makes recommendations concerning traffic rules, regulations, and ordinances relating to vehicular flow, truck routes, and overload or oversized ~~house moving~~ transportation permits.

;

- Responsible for Administers the City traffic-related maintenance contracts, street light maintenance contracts, underground utility detection contracts, and underground utility ~~disctricts~~ districts contracts.

Contacts and Relationships: Contacts are varied and include engineers, contractors, property owners, utility and outside agency representatives, and developers.– In many cases, the employee must exercise a high degree of persuasive ability and tact in gaining compliance with City requirements without resentment.

Accountability: The employee is accountable for efficient, accurate, and timely completion of work assigned.– Employee must keep informed of new standards and any state legislation, which affects must be informed of new standards and state legislation affecting local engineering or public works projects.

Working Conditions: Work is primarily in an office setting; however, field–work is occasionally required to inspect sites under consideration for development, sites–locations of proposed improvement, or work under construction.

QUALIFICATIONS GUIDELINES

Physical Condition: Shall possess the physical, mental, and emotional ability to perform the essential duties of the position position's essential duties without the threat of hazard to self or others.

Experience: Extensive, responsible Four years experience in civil engineering involving design, construction, survey, traffic and transportation engineering, and supervision.

Education: Educational achievement equivalent to graduation from a four-year college or university with a degree in civil engineering. with course work in traffic engineering or transportation planning.

Abilities/Skills/Knowledge:

- Ability to coordinate and supervise the work of engineers, technicians and aides.;
- Aability to prepare reports, specifications, and draft contract documents.;
- Aability to establish and maintain effective working relationships with Ccity personnel employees, employees of other agencies, and the public.;

Knowledge of the principles and practices of civil engineering, including structures (except buildings), hydraulics, hydrology, highway design, (including pavement design), sanitary and storm sewer design, specialties related to specifications, plans and cost estimates;

Ability to organize and conduct traffic surveys and to analyze traffic problems;

Thorough knowledge of traffic operations equipment, standards and procedures;

Ability to design and analyze traffic control systems, traffic flow networks, and street lighting systems;

- Thorough knowledge of Engineering Economy Principles;
- familiarity ~~Familiarity~~ with the State Subdivision Map Act and State Streets And Highways Code, especially the 1911 and 1913 Improvement Acts and the Special Investigation, Limitation, and Majority Protest Act of 1931, is desirable.
- ~~familiarity with the State Subdivision Map Act is desirable.~~
- Knowledge of local, state, and federal laws pertaining to contract procedures, public right of way, and vehicular traffic.

Special Requirements: Possession of a California Registration Certificate as a Professional Civil Engineer. ~~Possession of California Registration as a Traffic Engineer or possession of Registration as a Professional Traffic Operations Engineer desirable.~~ Possession of or ability to obtain, ~~prior to~~ before employment, a valid Class C California driver's license with a safe driving record.

Revised: _____ 04/96
Reviewed by City Manager: _____ 05/96
Approved Personnel Commission: _____ 06/27/96
Approved City Council: _____ 07/16/96

City of El Cajon
Principal Civil Engineer





City Council Agenda Report

Agenda Item 9.

DATE: September 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Authorization to Apply for the FY2022-23 CalRecycle SB 1383 Grant.

RECOMMENDATION:

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

1. Authorize the City Manager or designee to apply for, and if awarded, accept the FY 2022-23 CalRecycle SB 1383 Local Assistance Grant Program
2. Authorize the City Manager or designee to execute any documents and agreements necessary to apply for and receive the grant funds.

BACKGROUND:

Senate Bill (SB) 1383 set methane emissions reduction targets for California in a statewide effort to reduce emissions of short-lived climate pollutants. The Budget Act of 2022 authorizes CalRecycle to award grants to local jurisdictions to assist in implementing programs to meet these statutory requirements.

The SB 1383 Local Assistance Grant Program provides funding to assist local jurisdictions with meeting the following program requirements:

- Provide organics collection services to all residents and businesses
- Conduct education and outreach to the community
- Secure access to recycling and edible food recovery capacity
- Establish an edible food recovery program
- Procure recyclable and recovered organic products
- Monitor compliance and conduct enforcement

If funding is awarded, staff recommends utilizing the grant funds in the following areas related to organic waste:

- Collection,
- Education and Outreach,
- Edible Food Recovery,
- Capacity Planning,
- Procurement Requirements (Using Recycled Organic Products – compost, mulch, electricity, and/or renewable gas and Recycled Paper and Paper Products),
- Record Keeping,
- Enforcement and Inspection, and
- Program Evaluation/Gap Analysis.

In order to apply and receive the grant funds, staff recommends that the City Council adopts a resolution that authorizes the City Manager or designee to apply for the FY2022-23 CalRecycle SB 1383 Grant.

Further, if the SB 1383 Grant is awarded, the resolution should also authorize the City Manager to accept the award and execute such agreements and other documents necessary to receive the funds.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Authorization to apply for a CalRecycle grant does not constitute a “project” under the California Environmental Quality Act (CEQA) as the activity will have no significant effect on the environment and is a continuing administrative activity. It therefore qualifies for an exemption from CEQA in accordance with Sections 15061(b)(3) and 15378(b)(2).

FISCAL IMPACT:

None. No matching funds are required for this grant.

Prepared By: Monica Martinez, Sr. Management Analyst

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. -23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON
AUTHORIZING APPLICATION FOR CALRECYCLE METHANE
EMISSIONS REDUCTION OF SHORT-LIVED CLIMATE POLLUTANTS
PAYMENT PROGRAM FUNDS, ACCEPTING ANY AWARD, AND AUTHORIZING
CERTAIN ACTIONS RELATED THERETO

WHEREAS, Public Resources Code sections 14581, 42023.1(g) and 48000 et seq., provides that the Department of Resources Recycling and Recovery ("CalRecycle") establishes various programs to award grants to qualifying jurisdictions in furtherance of its mission; and

WHEREAS, one such program allows CalRecycle to award funds ("Program Funds") through grants specifically to recipients developing eligible projects to reduce methane emissions of short-lived climate pollutants ("Methane Emissions Reduction") in an effort to meet statewide targets to reduce such emissions; and

WHEREAS, if awarded Program Funds, City staff recommends that the Fiscal Year 2022-23 funding be used to: provide organics collection; conduct education and outreach to the community; secure access to edible food recovery; provide capacity planning; procure recyclable and recovered organic products; establish an edible food recovery program; keep records; provide enforcement and inspection; and provide program evaluation and gap analysis; and

WHEREAS, the City Council finds that it is in the City's best interest to authorize the City Manager to apply for Program Funds and, if awarded to the City, (1) execute such documents and agreements necessary to accept the Program Funds and (2) approve such expenditure of the Program Funds consistent with such local projects.

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

1. The City Manager, or such person designated by the City Manager, is authorized to apply for CalRecycle Methane Emissions Reduction Program Funds.
2. The City Council hereby authorizes the City Manager (a) to accept such CalRecycle Funds awarded, if any (b) to execute any agreement, and amendments thereto, and such other documents necessary to apply, accept, and expend the funds, all in such form approved by the City Manager, and (c) to apply, accept, and expend such Program Funds for Methane Emissions Reduction purposes in the City.
3. The City Council hereby commits to using the funds for Methane Emissions Reduction.
4. The authorizations set forth herein are effective for fiscal year 2022-2023.



City Council
Agenda Report

Agenda Item 10.

DATE: September 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Subdivision Agreement for Public and Private Improvements for 300 El Cajon Boulevard, Engineering Job No. 3757

RECOMMENDATION:

That the City Council:

1. Authorizes the City Manager to execute agreements and related documentation with the new owner, KB Home Coastal Inc.;
2. Authorizes the City Clerk to accept bonds from KB Home Coastal Inc., which will be released after completion of improvements;
3. Authorizes the City Manager to terminate agreements and related documentation with the original owner, City Ventures Homebuilding, LLC; and
4. Authorizes the City Clerk to release bonds to City Ventures Homebuilding, LLC. after bonds from KB Home Coastal Inc. are secured.

BACKGROUND:

On July 13, 2021, the City Council approved Tentative Subdivision Map No. 2021-0005 for a condominium subdivision comprising 116 residential townhomes by Resolution No. 060-21. On December 13, 2022, the City Council approved the Final Map, Subdivision Agreement, and bonds with the original owner, City Ventures Homebuilding, LLC ("City Ventures").

As of June 2023, KB Home Coastal Inc. ("KB Home") became the new owner of the project and desires to enter into a new successor subdivision agreement (the "KB Subdivision") and provide its own bonds to guarantee completion of all outstanding public and private improvements, replacing the sureties provided by City Ventures, which will then be released to the original developer.

As a result, City Ventures has requested to terminate the existing Subdivision Agreements upon KB Home guaranteeing the completion of all outstanding public and private improvements.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Approval of the Subdivision Agreement with KB Home Coastal and termination of the Subdivision Agreement with City Ventures is statutorily exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15268(b)(3).

FISCAL IMPACT:

There is no fiscal impact. 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

Attachments

Subdivision Agreement (Public)

Performance Bond (Public)

Labor Bond (Public)

Lot Staking Bond (Public)

Undergrounding Utilities Bond (Public)

Subdivision Agreement (Private)

Performance Bond (Private)

Labor Bond (Private)

SUBDIVISION AGREEMENT

(Public Improvements)
(300 El Cajon Boulevard)

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 KB HOME COASTAL INC., a California corporation, hereinafter referred to as "Developer"; and

WHEREAS, Developer's predecessor in interest, City Ventures Homebuilding, LLC (the "Original Developer"), pursuant to the provisions of the Subdivision Map Act of the State of California and Title 16 of the El Cajon Municipal Code, entered into that certain Subdivision Agreement with the City of El Cajon dated January 17, 2023 (the "Subdivision Agreement") prior to the filing of Tentative Subdivision Map 2021-0005 ("TSM 2021-0005") which creates an obligation on the part of the Original Developer to complete certain public improvements as shown on the official plans, specifications and detailed drawings on file with the City Engineer of City (the "Improvements"), following the filing of the final subdivision map; and

WHEREAS, Developer has acquired all right, title and interest in and to TSM 2021-0005, and the property that is the subject of TSM 2021-0005, from the Original Developer, or its successor, or successors, in interest; and

WHEREAS, the City Engineer has estimated the cost of said Improvements to be the sum of THREE HUNDRED FIFTY-TWO THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$352,400.00); and

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

WHEREAS, it is necessary that Developer, having acquired all or part of TSM 2021-0005, and all or part of the property that is the subject of TSM 2021-0005, agrees to complete the Improvements and enter in this Agreement, which replaces the Subdivision Agreement, and to replace the Improvement Security provided by the Original Developer and its Surety Insurer with an Improvement Security of its own, and by a surety company of its own choosing.

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

1. That in consideration of the release of the Original Developer from its obligations under the Subdivision Agreement, and the release of the Surety Insurer providing the Improvement Security for the benefit of the Original Developer, all arising out of the approval of said TSM 2021-0005 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) years from the filing of the final subdivision map.

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 Developer's 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. Upon the receipt of an approved Improvement Security from Developer, in substitution of the Original Developer's Improvement Security, the Original Developer's Improvement Security shall be released by the City and shall be of no further force or effect.

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

- a. \$ 4,000.00 for Lot Staking
- b. \$304,750.00 for installation of Underground Utilities
- c. \$ -0- for any deposits or bonds identified in the Resolution approving this project not otherwise in this Agreement.

Upon acceptance of the Additional Securities from the Developer in substitution of the Additional Securities from the Original Developer, the City shall release such Additional Securities provided by the Original Developer, to the Original Developer or (in the case of any cash deposit) to such other person as directed by (1) the Original Developer, (2) any duly appointed and acting receiver, or (3) order of a court of competent jurisdiction.

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

KB HOME COASTAL INC.,
a California corporation

By _____
Bill Wells, Mayor

By _____
Jesse Kleist, Vice President

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 _____)

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)
(300 El Cajon Blvd)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon, and KB HOME COASTAL INC., a California corporation, 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 Subdivision Map No. 2021-0005, 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, KB HOME COASTAL INC., a California corporation, as Principal, and _____, as Surety, are held and firmly bound unto the CITY OF EL CAJON, CALIFORNIA, hereinafter called "Owner", in the penal sum THREE HUNDRED FIFTY-TWO THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$352,400.00), 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)

TSM 2021-0005

(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

KB HOME COASTAL INC.,
a California corporation

By: _____
Name & Title

By: Jesse Kleist, Vice President

By: _____
Name & Title

10990 Wilshire Blvd, 7th Floor
Street Address

Street Address

Los Angeles, CA 90024
City, State and Zip Code

City, State and Zip Code

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 _____)

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 _____)

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)
(300 El Cajon Blvd)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon, and KB HOME COASTAL INC., a California corporation, 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 Subdivision Map No. 2021-0005, 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, KB HOME COASTAL INC., a California corporation, 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 ONE HUNDRED SEVENTY-SIX THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$176,200.00) 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)
TSM 2021-0005
(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

KB HOME COASTAL INC.,
a California corporation

By: _____
Name & Title

By: Jesse Kleist, Vice President

By: _____
Name & Title

10990 Wilshire Blvd, 7th Floor
Street Address

Street Address

Los Angeles, CA 90024
City, State and Zip Code

City, State and Zip Code

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 _____)

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 _____)

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)

(300 El Cajon Blvd)

KNOW ALL MEN BY THESE PRESENTS:

That KB HOME COASTAL INC., a California corporation, 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 FOUR THOUSAND DOLLARS AND NO CENTS (\$4,000.00), 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 subdivision 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) years from the date of the filing of the final subdivision map, 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)
TSM 2021-0005
(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

KB HOME COASTAL INC.,
a California corporation

By: Jesse Kleist, Vice President

10990 Wilshire Blvd, 7th Floor
Street Address

Los Angeles, CA 90024
City, State and Zip Code

Telephone

SURETY

By: _____
Name & Title

By: _____
Name & Title

Street Address

City, State and Zip Code

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 _____)

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 _____)

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 UNDERGROUNDING OF UTILITIES

(Public Improvements)
(300 El Cajon Boulevard)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon, and KB HOME COASTAL INC., a California corporation, hereinafter designated as "Principal", have entered into an agreement whereby Principal agrees to install and complete certain public improvements, including undergrounding of utilities, which said agreement, identified as Subdivision Agreement, Tentative Subdivision Map No. 2021-0005, 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, KB HOME COASTAL INC., a California corporation, 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 THREE HUNDRED FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$304,750.00), 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.

TSM No. 2021-0005
Performance Bond for Undergrounding Utilities
(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

KB HOME COASTAL INC.,
a California corporation

By: Jesse Kleist, Vice President

10990 Wilshire Blvd, 7th Floor
Street Address

Los Angeles, CA 90024
City, State and Zip Code

Telephone

SURETY

By: _____
Name & Title

By: _____
Name & Title

Street Address

City, State and Zip Code

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 _____)

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 _____)

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)

SUBDIVISION AGREEMENT

(Private Improvements)
(300 El Cajon Boulevard)

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 KB HOME COASTAL INC., a California corporation, hereinafter referred to as "Developer"; and

WHEREAS, Developer's predecessor in interest, City Ventures Homebuilding, LLC (the "Original Developer"), pursuant to the provisions of the Subdivision Map Act of the State of California and Title 16 of the El Cajon Municipal Code, entered into that certain Subdivision Agreement with the City of El Cajon dated January 17, 2023 (the "Subdivision Agreement") prior to the filing of Tentative Subdivision Map 2021-0005 ("TSM 2021-0005") which creates an obligation on the part of the Original Developer to complete certain private improvements as shown on the official plans, specifications and detailed drawings on file with the City Engineer of City (the "Improvements"), following the filing of the final subdivision map; and

WHEREAS, Developer has acquired all right, title and interest in and to TSM 2021-0005, and the property that is the subject of TSM 2021-0005, from the Original Developer, or its successor, or successors, in interest; and

WHEREAS, the conditions of TSM 2021-0005 also require the Principal to complete the Improvements prior to map approval, but further provides that if the Principal will build the residential units contemplated by TSM 2021-0005 in phases the Principal can also obtain map approval prior to completion of the Improvements if it secures the construction of the Improvements by furnishing a bond providing for the faithful performance in completing the Improvements, with an acceptable guarantee of completion of the Improvements; and

WHEREAS, the City Engineer has estimated the cost of said Improvements to be the sum of ONE MILLION FOUR HUNDRED SEVENTEEN THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$1,417,900.00); and

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

WHEREAS, it is necessary that Developer, having acquired all or part of TSM 2021-0005, and all or part of the property that is the subject of TSM 2021-0005, agrees to complete the Improvements and enter into this Agreement, which replaces the Subdivision Agreement, and to replace the Improvement Security provided by the Original Developer and its Surety Insurer with an Improvement Security of its own, and by a surety company of its own choosing.

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

1. That in consideration of the release of the Original Developer from its obligations under the Subdivision Agreement, and the release of the Surety Insurer providing the Improvement Security for the benefit of the Original Developer, all arising out of the approval of said TSM 2021-0005 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) years from the date of the filing of the final subdivision map.

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 Developer's 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. Upon the receipt of an approved Improvement Security from Developer, in substitution of the Original Developer's Improvement Security, the Original Developer's Improvement Security shall be released by the City and shall be of no further force or effect.

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

- a. \$ -0- 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.

Upon acceptance of the Additional Securities from the Developer in substitution of the Additional Securities from the Original Developer, the City shall release such Additional Securities provided by the Original Developer, to the Original Developer or (in the case of any cash deposit) to such other person as directed by (1) the Original Developer, (2) any duly appointed and acting receiver, or (3) order of a court of competent jurisdiction.

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

KB HOME COASTAL INC.,
a California corporation

By _____
Bill Wells, Mayor

By _____
Jesse Kleist, Vice President

ATTEST:

By _____
Angela L. Cortez, CMC, City Clerk

APPROVED AS TO FORM:

By _____
Morgan L. Foley, City Attorney

PERFORMANCE BOND
(Private Improvements)
(300 El Cajon Blvd)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon, and KB HOME COASTAL INC., a California corporation, hereinafter designated as "Principal," have entered into an agreement whereby Principal agrees to install and complete certain private improvements, which said agreement, identified as Subdivision Agreement, Tentative Subdivision Map No. 2021-0005, is hereby referred to and made a part hereof; and

WHEREAS, the conditions of Tentative Subdivision Map No. 2021-0005 also require the Principal to complete certain private improvements prior to map approval, but further provides that if the Principal will build the residential units contemplated by Tentative Subdivision Map No. 2021-0005 in phases the Principal can also obtain map approval prior to completion of the designated private improvements if it secures the construction of the private improvements by furnishing a bond providing for the faithful performance in completing private improvements, with an acceptable guarantee of completion of such improvements; and

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

NOW, THEREFORE, we, KB HOME COASTAL INC., a California corporation, as Principal, and _____, as Surety, are held and firmly bound unto the CITY OF EL CAJON, CALIFORNIA, hereinafter called "Owner", in the penal sum ONE MILLION FOUR HUNDRED SEVENTEEN THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$1,417,900.00), 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.

Performance Bond (Private Improvements)

TSM 2021-0005

(continued)

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.

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

KB HOME COASTAL INC.,
a California corporation

By: _____
Name & Title

By: Jesse Kleist, Vice President

By: _____
Name & Title

10990 Wilshire Blvd, 7th Floor
Street Address

Street Address

Los Angeles, CA 90024
City, State and Zip Code

City, State and Zip Code

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 _____)

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 _____)

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

(Private Improvements)
(300 El Cajon Blvd)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon, and KB HOME COASTAL INC., a California corporation, hereinafter designated as "Principal," have entered into an agreement whereby Principal agrees to install and complete certain private improvements, which said agreement, identified as Subdivision Agreement, Tentative Subdivision Map No. 2021-0005, is hereby referred to and made a part hereof; and

WHEREAS, the conditions of Tentative Subdivision Map No. 2021-0005 also require the Principal to complete certain private improvements prior to map approval, but further provides that if the Principal will build the residential units contemplated by Tentative Subdivision Map No. 2021-0005 in phases the Principal can also obtain map approval prior to completion of the designated private improvements if it secures the construction of the private improvements by furnishing a bond providing for the payment of all costs of labor and materials necessary to complete the private improvements, with an acceptable guarantee of the payment of all costs of labor and materials necessary to complete such improvements; 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, KB HOME COASTAL INC., a California corporation, 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 SEVEN HUNDRED EIGHT THOUSAND, NINE HUNDRED FIFTY DOLLARS AND NO CENTS (\$708,950.00) 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.

Labor and Material Bond (Private Improvements)
TSM 2021-0005
(continued)

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.

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

KB HOME COASTAL INC.,
a California corporation

By: _____
Name & Title

By: Jesse Kleist, Vice President

By: _____
Name & Title

10990 Wilshire Blvd, 7th Floor
Street Address

Street Address

Los Angeles, CA 90024
City, State and Zip Code

City, State and Zip Code

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 _____)

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 _____)

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

Agenda Item 11.

DATE: September 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Award of Bid No. 010-24 – Asphalt Spot Repairs

RECOMMENDATION:

That the City Council:

1. Determines that the project is categorically exempt in accordance with section 15301 of the State CEQA Guidelines; and
2. Adopts the next Resolutions, in order, to:
 - a. Approve Plans and Specifications for Asphalt Spot Repairs, Bid No. 010-24; and
 - b. Award the bid to the lowest responsive, responsible bidder, TC Construction Company, Inc., in the amount of \$548,375.

BACKGROUND:

The Asphalt Spot Repairs bid includes the removal and replacement of conventional asphalt concrete (spot repair digouts and larger lane-width repairs) and the replacement of traffic striping, pavement markers, and loop detectors.

Additionally, an option to renew the contract for four additional one-year terms is integrated in the bid. Funds for the renewal terms will be in accordance with the approved budget for each fiscal year.

This bid was advertised on June 29, 2023. The City received five bids on August 7, 2023, and evaluated the three lowest bid submissions.

Staff recommends the City Council determines that the project is categorically exempt in accordance with CEQA Guidelines section 15301 and adopts resolutions to (1) approve the plans and specifications for the project, and (2) award the bid to the lowest responsive, responsible bidder, TC Construction Company, Inc., in the amount of \$548,375. The summary of bids is attached, and complete proposals are on file in the Purchasing Division.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed Asphalt Spot Repairs project is categorically exempt in accordance with CEQA Guidelines section 15301 because this project maintains and repairs existing public streets.

FISCAL IMPACT:

The fiscal impact for the initial one-year term is \$548,375. Sufficient funds are available for this service in Fiscal Year 2023-24 Annual Budget: Asphalt Spot Repairs (233779PWCP). Subsequent 4-year costs are estimated to total \$2,481,743.04

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Reso - Bid 010-24 - Asphalt Spot Repairs - Approve Plans Specs 082523

Reso - Award of Bid

Bid Summary - 010-24

RESOLUTION NO. __ -23

RESOLUTION APPROVING PLANS AND SPECIFICATIONS
FOR ASPHALT SPOT REPAIRS
(Bid No. 010-24)

WHEREAS, the Director of Public Works has submitted plans and specifications for the Asphalt Spot Repairs project (the "Project"); and

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

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

1. That the plans and specifications for the Project submitted by the Director of Public Works are hereby approved and adopted as the official plans and specifications for said Project.
2. Said plans and specifications are directed to be filed in the office of the Director of Public Works of the City of El Cajon.

RESOLUTION NO. __-23

RESOLUTION AWARDING BID FOR
ASPHALT SPOT REPAIRS
(Bid No. 010-24)

WHEREAS, the Asphalt Spot Repairs project (the "Project") includes the removal and replacement of conventional asphalt concrete (spot repair digouts and larger lane-width repairs) and the replacement of traffic striping, pavement markers, and loop detectors; and

WHEREAS, the Project was advertised on June 29, 2023; and

WHEREAS, The City received 5 bids on August 7, 2023, and evaluated the three lowest bid submissions; and

WHEREAS, after evaluation of the three (3) lowest bids, it was determined that the lowest responsive, responsible bidder is TC Construction Company, Inc.; and

WHEREAS, staff recommends the City Council awards the bid to the lowest responsive, responsible bidder, TC Construction Company Inc., in the amount of \$548,375; and

WHEREAS, the Project is categorically exempt in accordance with California Environmental Quality Act Guidelines section 15301 because it maintains and repairs existing public streets; and

WHEREAS, the City Council believes it to be in the best interests of the City to find the first low bidder non-response and award the bid to TC Construction Company, Inc. as the lowest responsive, responsible bidder, in the amount of \$548,375.

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby awards the bid for the Project to the lowest responsive, responsible bidder:

TC Construction Company, Inc.

in an amount not to exceed \$548,375.

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



City of El Cajon – Purchasing Division

BID EVALUATION

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

Bid No. 010-24	Bid Name: Asphalt Spot Repairs
Solicitation Due Date/Time: August 7, 2023/ 2:00 p.m.	Initial Date of Advertisement: June 29, 2023
Number of Responses Received: 5	Bid Estimate: \$475,000

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

Vendor	Vendor Type	Bid Amount	Format	Submit Date	Status
TC Construction Company, Inc.		\$548,375.00	Electronic	08/07/2023 12:46:22 PM	Submitted
Quality Construction & Engineering, Inc	CADIR	\$551,725.50	Electronic	08/07/2023 1:26:45 PM	Submitted
Eagle Paving		\$599,000.00	Electronic	08/07/2023 12:01:40 PM	Submitted
Kirk Paving Inc		\$851,370.00	Electronic	08/07/2023 11:24:56 AM	Submitted
ONYX PAVING COMPANY INC.		\$1,641,000.00	Electronic	08/07/2023 1:31:15 PM	Submitted

BID EVALUATION (TOP THREE LOWEST RESPONSES):

Bidder	Bid Responsiveness	Notes
TC Construction Company, Inc.	Yes	
Quality Construction & Engineering, Inc.	Yes	
Eagle Paving Company, Inc. dba Toro Engineering	Yes	

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

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

LOWEST, RESPONSIVE, RESPONSIBLE BIDDER NAME AND AMOUNT: TC CONSTRUCTION COMPANY, INC, \$548,375

PURCHASING DIVISION:

Review Completed By: Mara Romano

Date: August 9, 2023



City Council Agenda Report

Agenda Item 12.

DATE: September 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Award of Bid No. 008-24 – Stoney’s Neighborhood Park Fitness Equipment & Playground Resurfacing Re-Bid

RECOMMENDATION:

That the City Council:

1. Determines that the project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines sections 15301 and 15302; and
2. Adopts the next Resolutions, in order, to:
 - a. Approve Plans and Specifications for Stoney’s Neighborhood Park Fitness Equipment & Playground Resurfacing Re-Bid, Bid No. 008-24; and
 - b. Award the bid to the lowest responsive, responsible bidder, Western State Builders, Inc., in the amount of \$269,471.96.

BACKGROUND:

The Stoney’s Neighborhood Park Fitness Equipment & Playground Resurfacing Re-Bid project is partially funded by the Community Development Block Grant and consists of the purchase and installation of outdoor fitness equipment and rubber tile surfacing.

On May 23, 2023, the City Council approved rejecting all bids and authorized re-bidding the project with revised plans and specifications.

This bid was advertised on June 22, 2023. The City received two bids on July 31, 2023, and all responses were evaluated.

Staff recommends the City Council adopts resolutions to (1) approve the plans and specifications for the project, and (2) award the bid to the lowest responsive, responsible bidder, Western State Builders, Inc., in the amount of \$269,471.96. The summary of bids is attached, and complete proposals are on file in the Purchasing Division.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed Stoney’s Neighborhood Park Fitness Equipment & Playground Resurfacing Re-Bid project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines section 15301 for the installation of new fitness equipment at an existing park. The replacement of the existing safety surface is also exempt pursuant to CEQA Guidelines section 15302, which provides for replacement or reconstruction of existing structures and facilities. Furthermore, because federal funds are used for the fitness equipment, the project is

categorically excluded from the National Environmental Protection Act (NEPA) subject to section 58.5 of Code of Federal Regulations 58.35(a).

FISCAL IMPACT:

The fiscal impact is \$269,471.96. Sufficient funds are included in the Fiscal Year 2023-24 Annual Budget: Stoney's Neighborhood Park Resurfacing (233789PWCP) and Stoney Park – Senior Fitness Equipment (233797PRCP).

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Frank Carson, Director of Parks & Recreation

Approved By: Graham Mitchell, City Manager

Attachments

Resolution 008-24 - Plans & Specs

Resolution 008-24 Awd

Bid Summary - 008-24

RESOLUTION NO. __ -23

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR
STONE'S NEIGHBORHOOD PARK FITNESS
EQUIPMENT & PLAYGROUND RESURFACING RE-BID
(Bid No. 008-24)

WHEREAS, the Director of Public Works has submitted plans and specifications for the Stoney's Neighborhood Park Fitness Equipment & Playground Resurfacing Re-Bid project (the "Project"); and

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

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

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

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

RESOLUTION NO. __-23

RESOLUTION AWARDED BID FOR
STONE'S NEIGHBORHOOD PARK FITNESS
EQUIPMENT & PLAYGROUND RESURFACING RE-BID
(Bid No. 008-24)

WHEREAS, the Stoney's Neighborhood Park Fitness Equipment & Playground Resurfacing Re-Bid project (the "Project") consists of the purchase and installation of outdoor fitness equipment and rubber tile surfacing; and

WHEREAS, this bid was advertised on June 22, 2023; and

WHEREAS, the City received 2 bids on July 31, 2023, and all responses were evaluated, and after evaluation of the bids, it was determined that the lowest responsive, responsible bidder is Western State Builders, Inc.; and

WHEREAS, staff recommends the City Council awards the bid to the lowest responsive, responsible bidder, Western State Builders, Inc., in the not to exceed amount of \$269,471.96; and

WHEREAS, the Project is categorically exempt pursuant to California Environmental Quality ("CEQA") Guidelines sections 15301 and 15302.

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby awards the bid for the Project to the lowest responsive, responsible bidder:

Western State Builders, Inc.

in an amount not to exceed \$269,471.96.

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



City of El Cajon – Purchasing Division

BID EVALUATION

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

Bid No. 008-24	Bid Name: Stoney's Neighborhood Park Fitness Equipment & Playground Resurfacing Re-Bid
Solicitation Due Date/Time: July 31, 2023/ 2:00 p.m.	Initial Date of Advertisement: June 22, 2023
Number of Responses Received: 2	Bid Estimate: \$312,300

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

Vendor	Vendor Type	Bid Amount	Format	Submit Date	Status
Western State Builders, Inc.	CADIR	\$269,471.96	Electronic	07/31/2023 1:14:49 PM	Submitted
R E Schultz Construction, Inc.		\$294,953.00	Electronic	07/31/2023 1:51:49 PM	Submitted

BID EVALUATION (TOP THREE LOWEST RESPONSES):

Bidder	Bid Responsiveness	Notes
Western State Builders, Inc.	Yes	
R.E. Schultz Construction, Inc.	Yes	

LEGAL REVIEW REQUIRED: YES NO **IF YES, DATE LEGAL REVIEW COMPLETED:** August 24, 2023

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

LOWEST, RESPONSIVE, RESPONSIBLE BIDDER NAME AND AMOUNT: WESTERN STATE BUILDERS, INC., \$261,471.96

PURCHASING DIVISION:

Review Completed By: Mara Romano

Date: August 24, 2023



City Council
Agenda Report

DATE: September 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Contract Amendment for Bid No. 010-20 – Street Striping & Removal Services

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt from the California Environmental Quality Act (CEQA) in accordance with section 15301(c) of the CEQA Guidelines; and
2. Adopts the next Resolution, in order, to increase the Street Striping & Removal Services multi-year contract in the not-to-exceed amount of \$95,236.33.

BACKGROUND:

On July 23, 2019, the City Council authorized the award of the Street Striping & Removal Services bid in the not-to-exceed amount of \$126,611 for the initial term and \$395,363.67 for subsequent four-year renewal costs. On August 20, 2019, the City entered into a contract with Statewide Stripes, Inc.

During the course of the contract, the California Department of Transportation revised specifications for lane dividing striping from 4" wide striping to 6" wide striping, resulting in a higher cost per linear foot. Moreover, the Consumer Price Index has continued to rise since the onset of the contract, contributing to escalating costs. City staff is requesting an increase to the final renewal term, commencing September 15, 2023, in the amount of \$95,236.33 for a total annual not-to-exceed amount of \$100,000.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed Street Striping and Removal Services project is exempt from the provisions of CEQA in accordance with section 15301(c) because it involves the maintenance and repair of existing public streets.

FISCAL IMPACT:

Approval of the \$95,236.33 increase will supplement the renewal contract, for a total not-to-exceed amount of \$100,000. Sufficient funds are available in Fiscal Year 2023-24 Annual Budget – Public Works Traffic Maintenance-Repairs & Maintenance (101521).

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

Attachments

Resolution

RESOLUTION NO. ____-23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON
APPROVING A CONTRACT AMENDMENT AND
AUTHORIZING ADDITIONAL COMPENSATION FOR
STREET STRIPING AND REMOVAL SERVICES

WHEREAS, on July 23, 2019, the City Council authorized the award of Bid 010-20 for Street Striping and Removal Services (the "Project") to Statewide Stripes, Inc. (the "Contractor"), in the not-to-exceed amount of \$126,611.00 for the initial term of September 15, 2019 through September 14, 2020, with four optional one-year renewal periods in the not-to-exceed amount of \$395,363.67 for subsequent four-year renewal costs (the "Contract"); and

WHEREAS, during the course of the Contract, the California Department of Transportation unexpectedly revised specifications for lane-dividing striping from 4" wide striping to 6" wide striping, resulting in a higher cost per linear foot; further, the Consumer Price Index has continued to aggressively rise since the onset of the Contract, both of which resulted in an unforeseeable escalation of costs of supplies to the Contractor in performing work on the Project during any renewal terms to extend the Contract; and

WHEREAS, City staff has requested an increase of \$95,236.33 in compensation for the final renewal period of September 15, 2023 to September 14, 2024, for a total annual not-to-exceed amount of \$100,000, in order to renew the Contract and address these unforeseen increases in costs; and

WHEREAS, sufficient funds are available in Fiscal Year 2023-24 Annual Budget – Public Works Traffic Maintenance-Repairs & Maintenance; and

WHEREAS, the proposed increase would result in a total not-to-exceed compensation amount of \$617,211.00 for the aggregate cost of the Contract; and

WHEREAS, the City has previously determined that the Project is exempt from the provisions of California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301(c), which includes the maintenance and repair of existing public streets.

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby approves an amendment of the Contract to extend the term through September 14, 2024, and authorizes additional compensation in the not-to-exceed amount of \$95,236.33 for the Project, for a total not-to-exceed compensation amount of \$617,211.00.

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

09/12/23 CC Agenda

Reso – Approve Amendment of Statewide Stripes Bid 010-20 Contract (Street Striping & Removal Svcs) 083123



City Council
Agenda Report

Agenda Item 14.

DATE: September 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Contract Amendment for Bid No. 004-22 – Broadway Creek Restoration Phase A

RECOMMENDATION:

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

1. Amend the scope of work and increase the compensation and working days for the Public Works Contract with Whillock Contracting, Inc. (WCI), for the restoration project in the not-to-exceed amount of \$300,000; and
2. Appropriate \$300,000 of Wastewater Enterprise Fund equity to increase the Broadway Creek Restoration Phase A (173586PWCP) project budget.

BACKGROUND:

On October 12, 2021, the City Council awarded the contract for Broadway Creek Restoration Phase A to the lowest responsive, responsible bidder, WCI, in the amount of \$2,755,479.24.

On December 13, 2022, the City Council adopted a resolution to amend the scope of work and increase the compensation (in a not-to-exceed \$592,958.99) and working days for the Public Works Contract. Additionally, City Council approved the appropriation of \$500,000 of Wastewater Enterprise Fund equity to increase the Broadway Creek Restoration Phase A (173586PWCP) project budget.

Work was suspended from October 2022 through February 2023 due to inclement weather which prevented managing construction operations resulting in significant damage to new improvements in the high-profile drainage channel. The new channel wall (concrete block mats) successfully conveyed high capacity storm water flows, however, topical improvements, such as, trees, vegetation, and topsoil eroded at various locations within the channel.

The proposed Wastewater allocation appropriation will be utilized to repair damaged areas in the channel and remove soil runoff inside the new concrete box culvert at Ballantyne Street.

The proposed Construction Change Order No. 2 includes:

- Move cobble to the sides along the east/west and north/south channel;
- Move cobble to the north side and place 12" minus rip rap and grout on the south side of the east/west channel;

- Move cobble to the east side and place 12" minus rip rap and grout on the west side of the north/south channel;
- Repair PVC pipe and regrade planters;
- Remove alluvial and export material at north cell; and
- Add an additional 40 working days to the project.

The requested increase of \$300,000 includes the additional scope of work specified above and a contingency amount for change order repair work of \$46,188.38 (\$253,188.38 for above-mentioned work and \$46,188.38 for change order contingency). The contingency amount authorizes staff to address matters immediately and avoid any further construction delays. The total cost of this increase exceeds 25% of the original contract value as established by City Council Policy B-4, thus requiring approval from the City Council.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

In accordance with the California Environmental Quality Act (CEQA), an Initial Study and Mitigated Negative Declaration (MND) were prepared for this project. The mitigation measures, including a Habitat Mitigation and Monitoring Plan for the disturbance of habitat, regulatory permitting, archeological and Native American Monitoring, and a Noise Construction Management Plan, were included in a Mitigation, Monitoring & Reporting Program (MMRP) to ensure impacts are successfully mitigated. On May 11, 2021, the City Council adopted the MND by resolution.

FISCAL IMPACT:

Approval of the \$300,000 will supplement the current contract, for a total not-to-exceed amount of \$3,647,738.23. Funds are available in Fiscal Year 2023-24 Annual Budget: Broadway Creek Restoration Phase A (173586PWCP) and contingent upon approval of additional funding.

The appropriation will increase Broadway Creek Restoration Phase A appropriations, and reduce the Wastewater Enterprise Fund equity, by \$300,000 in order to accommodate the change order described in this report.

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution 004-22

RESOLUTION NO. ____-23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON
AUTHORIZING A CONTRACT AMENDMENT TO AMEND THE
SCOPE OF WORK, APPROVE ADDITIONAL COMPENSATION
AND WORKING DAYS, AND APPROPRIATE FUNDS FOR THE
BROADWAY CREEK RESTORATION PHASE A PROJECT
(Bid 004-22)

WHEREAS, on October 12, 2021, the City Council awarded the contract for Bid 004-22 Broadway Creek Restoration Phase A (the "Project") to the lowest responsive, responsible bidder, Whillock Contracting, Inc., (the "Contractor") in the amount of \$2,755,479.24 (the "Contract"); and

WHEREAS, on December 13, 2022, the City Council adopted Resolution No. 115-22 to amend the Contract to expand the scope of work for the Project; add seventy-eight (78) additional working days; increase compensation in an amount not to exceed \$592,958.99 for the additional work; and appropriate \$500,000 of Wastewater Enterprise Fund equity to increase the Project budget; and

WHEREAS, work was suspended from October 2022 through February 2023 due to inclement weather, which prevented managing construction operations and resulted in significant damage to new improvements in the high-profile drainage channel; and

WHEREAS, due to the inclement weather, topical improvements, such as trees, vegetation and topsoil, eroded or were damaged at various locations within the channel (the "Storm Damage"); and

WHEREAS, the proposed Wastewater allocation appropriation will be utilized to repair damaged areas in the channel and remove soil runoff inside the new concrete box culvert at Ballantyne Street; and

WHEREAS, due to the Storm Damage, the City and the Contractor have negotiated the proposed Construction Change Order No. 2, which includes: (1) moving cobble to the sides along the east/west and north/south channel; (2) moving cobble to the north side and placing 12" minus rip rap and grout on the south side of the east/west channel; (3) moving cobble to the east side and placing 12' minus rip rap and grout on the west side of the north/south channel; (4) repairing PVC pipe and regrade planters; (5) removing alluvial and exporting material at north cell; and (6) adding forty (40) additional working days to the project; and

WHEREAS, staff has requested an increase of \$300,000.00, to include \$253,188.38 for the additional scope of work specified in (1)-(6), above, and \$46,188.38 for change order contingency, which would allow staff to immediately address unforeseen matters and avoid further construction delays; and

WHEREAS, the total cost of this increase exceeds twenty-five percent (25%) of the Contract value as established by City Council Policy B-4, thus requiring approval from the City Council; and

WHEREAS, approval of the \$300,000.00 increase in compensation will supplement the current Contract amount of \$3,347,738.23, for a total not-to-exceed aggregate amount of \$3,647,738.23, and funds are available in Fiscal Year 2023-24 Annual Budget: Broadway Creek Restoration Phase A, contingent upon approval of additional funding; and

WHEREAS, in accordance with the California Environmental Quality Act ("CEQA"), an Initial Study and Mitigated Negative Declaration ("MND") were previously prepared for the Project, and adopted by City Council on May 11, 2021, by Resolution No. 040-21; and

WHEREAS, the City Council believes it to be in the best interests of the City to amend the Contract to expand the scope of work, approve the additional not-to-exceed amount of \$300,000.00 for the additional work, and authorize additional working days.

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

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

2. The City Council hereby approves amendment of the Contract to amend the scope of work, increase the number of working days, and increase the total cost of the Contract.

3. The City Council hereby authorizes additional compensation in the not-to-exceed amount of \$300,000.00 for the Project, for a total not-to-exceed aggregate amount of \$3,647,738.23 for the Contract.

4. The City Council hereby appropriates \$300,000 of Wastewater Enterprise Fund equity to increase the Project budget.

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



City Council
Agenda Report

DATE: September 12, 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. 2021-0004; 1540 Mint Avenue; Engineering Job No. 3807

RECOMMENDATION:

That the City Council:

1. Approves the Parcel Map and Subdivision Agreement for Public Improvements for Tentative Parcel Map (TPM) No. 2021-0004, 1540 Mint Avenue, Engineering Job No. 3807;
2. Authorizes the City Manager to execute the agreements and related documentation; and
3. Authorizes the City Clerk to release bonds after completion of improvements.

BACKGROUND:

On July 19, 2022, the El Cajon Planning Commission approved TPM-2021-0004 for a 2-lot subdivision by Resolution No. 11070, subject to conditions. The subdivision is in the residential single-family (RS-6) zone and located at the terminuses of Oakdale and Mint Avenues, south of Interstate 8, addressed 1540 Mint Avenue (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

TPM 2021-0004
OAKDALE AVENUE

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND SUBDIVIDED BY THIS MAP AND WE CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP, CONSISTING OF 3 SHEETS AND DESCRIBED IN THE CAPTION HEREON.

WE HEREBY DEDICATE TO THE PUBLIC, A PORTION OF OAKDALE AVENUE, FOR USE AS A PUBLIC STREET, AS SHOWN ON THIS MAP.

Signature of Delgesh Shahab

DELGESH SHAHAB

NOTARY 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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
County of San Diego
ON 08/25/2023

BEFORE ME, Sandra Karjo
A NOTARY PUBLIC,

PERSONALLY APPEARED Delgesh Shahab
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
SIGNATURE [Signature]
NAME: Sandra Karjo

MY PRINCIPAL PLACE OF BUSINESS IS IN San Diego COUNTY

MY COMMISSION NO. 2413407

MY COMMISSION EXPIRES: 08/20/2026

SIGNATURE OMISSION STATEMENT

THE SIGNATURES OF THE PARTIES LISTED BELOW, OWNERS OF EASEMENTS, PER THE DOCUMENTS NOTED BELOW, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (A)(3)(A)(i) OF THE GOVERNMENT CODE. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

- 1. SAN DIEGO GAS & ELECTRIC:
A. BOOK 2371, PAGE 126 O.R., RECORDED MARCH 24, 1947. RW 18616
B. BOOK 6814, PAGE 28 O.R., RECORDED OCTOBER 30, 1957. RW 40714
C. DOCUMENT NO. 27633, O.R., RECORDED FEBRUARY 14, 1969. RW 68999
D. BOOK 651, PAGE 320 OF DEEDS, RECORDED JUNE 13, 1914.
2. HELIX IRRIGATION DISTRICT:
A. DOCUMENT NO. 3254, O.R., RECORDED JANUARY 7, 1963.

BEING A SUBDIVISION OF A PORTION OF LOT 4, OF FERRELL ACRES, ACCORDING TO MAP THEREOF NO. 2485, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JUNE 24, 1948, GRANTED TO THE STATE OF CALIFORNIA ON JANUARY 22, 1975, IN DOCUMENT NO. 75-015600, OFFICIAL RECORDS, RECORDED IN THE OFFICE OF SAID COUNTY RECORDER, TOGETHER WITH A PORTION OF LOT "A", OF OAKDALE TERRACE, ACCORDING TO MAP THEREOF NO. 4168, FILED IN THE OFFICE OF SAID COUNTY RECORDER ON MAY 8, 1959, GRANTED TO THE STATE OF CALIFORNIA ON JULY 20, 1966, IN DOCUMENT NO. 118103, OFFICIAL RECORDS, RECORDED IN THE OFFICE OF SAID COUNTY RECORDER, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING NORTHERLY OF THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 211, BELAIR ESTATES UNIT NO. 2, ACCORDING TO MAP THEREOF NO. 3694, RECORDED AUGUST 19, 1957, IN THE OFFICE OF SAID COUNTY RECORDER, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

TOGETHER WITH A PORTION OF THE WEST 171.5 FEET OF LOT 15 AND A PORTION OF LOT 16, IN BLOCK 22, OF THE SUBDIVISION OF THE "S" TRACT OF RANCHO EL CAJON, ACCORDING TO THE RESURVEY AND PLAT OF TRACT NO. 1 OF THE "S" TRACT OF RANCHO EL CAJON, MAP NO. 355, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, GRANTED TO THE STATE OF CALIFORNIA IN BOOK 6566, PAGE 1, OFFICIAL RECORDS, RECORDED MAY 7, 1957, IN THE OFFICE OF SAID COUNTY RECORDER, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING SOUTHERLY OF THE NORTHERLY LINE OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED AS PARCEL 6 OF DOCUMENT NO. 12583, RECORDED JANUARY 21, 1963, IN THE OFFICE OF SAID COUNTY.

TOTAL NUMBER OF PARCELS IS TWO.

GROSS ACREAGE IS 0.863 ACRES

ASSESSOR'S PARCEL NUMBER: 511-021-11

SUBDIVISION GUARANTEE FOR THIS SUBDIVISION ISSUED BY: CHICAGO TITLE COMPANY, ORDER NO. 00194548-996-SD1-RT4 DATED: JULY 26, 2023.

TENTATIVE PARCEL MAP NO. 2021-0004, APPROVED BY THE CITY OF EL CAJON ON JULY 19, 2022.

CITY COUNCIL RESOLUTION NO. 092-22 APPROVING TPM NO. 2021-0004, DATED 09/13/2022.

IMPROVEMENT PLAN DRAWING NO. 14635 PREPARED BY CIVIL LANDWORKS FOR TPM 2021-0004.

GEOTECHNICAL INVESTIGATION PREPARED BY SOILS TESTERS DATED 04/25/2021, PROJECT NO. 1252A4-21.

GRADING AND DRAINAGE PLAN DRAWING NO. 3519 PREPARED BY CIVIL LANDWORKS FOR TPM 2021-0004.

ON FILE WITH THE CITY ENGINEER, CITY OF EL CAJON.

CITY OF EL CAJON
CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY THAT THE PUBLIC STREET DEDICATION, 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. _____ OF THE CITY COUNCIL OF THE CITY OF EL CAJON, APPROVED ON _____, 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.

IM 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

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.

CLERK OF THE BOARD CERTIFICATE

I, ANDREW POTTER, CLERK OF THE BOARD OF SUPERVISORS, HEREBY STATE 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 ASSESSMENTS COLLECTED AS TAXES, EXCEPT THOSE NOT YET PAYABLE, HAVE BEEN COMPLIED WITH.

ANDREW POTTER
CLERK OF THE BOARD OF SUPERVISORS

BY: _____

DATE: _____

CERTIFICATE OF COUNTY TREASURER-
TAX COLLECTOR AND DIRECTOR OF
DEPARTMENT OF PUBLIC WORKS

WE, COUNTY TREASURER-TAX COLLECTOR OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND DIRECTOR OF PUBLIC WORKS 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: _____
DEPUTY

_____, PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____
FOR DIRECTOR

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AT THE REQUEST OF DELGESH SHAHAB IN NOVEMBER 2022, I STATE THAT ALL MONUMENTS WILL BE SET WITHIN 30 DAYS OF THE RECORDING OF THIS MAP, ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. SEE LEGEND ON SHEET 2 AND SHEET 3.

Signature of Robert J. Russell
ROBERT J. RUSSELL, PLS 8211 DATE 8/24/23



CITY ENGINEER'S STATEMENT

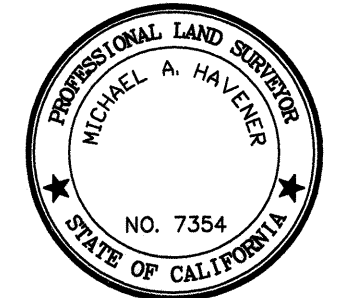
I STATE THAT THIS PARCEL MAP DOES NOT APPEAR TO BE A MAP OF A MAJOR SUBDIVISION FOR WHICH A FINAL MAP IS REQUIRED, PURSUANT TO SECTION 66426 OF THE SUBDIVISION MAP ACT. I FURTHER CERTIFY THAT THIS PARCEL MAP CONFORMS TO THE TENTATIVE PARCEL MAP AND ANY APPROVED ALTERATION THEREOF; THAT ALL PROVISIONS 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, RCE 52765 DATE
CITY ENGINEER, CITY OF EL CAJON



I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

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



RECORDER'S CERTIFICATE

FILE NO. _____

I, JORDAN Z. MARKS, RECORDER OF THE COUNTY OF SAN DIEGO, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDING, THIS MAP, FILED AT THE REQUEST OF ROBERT J. RUSSELL,

THIS _____ DAY OF _____, 2023 AT _____ O'CLOCK

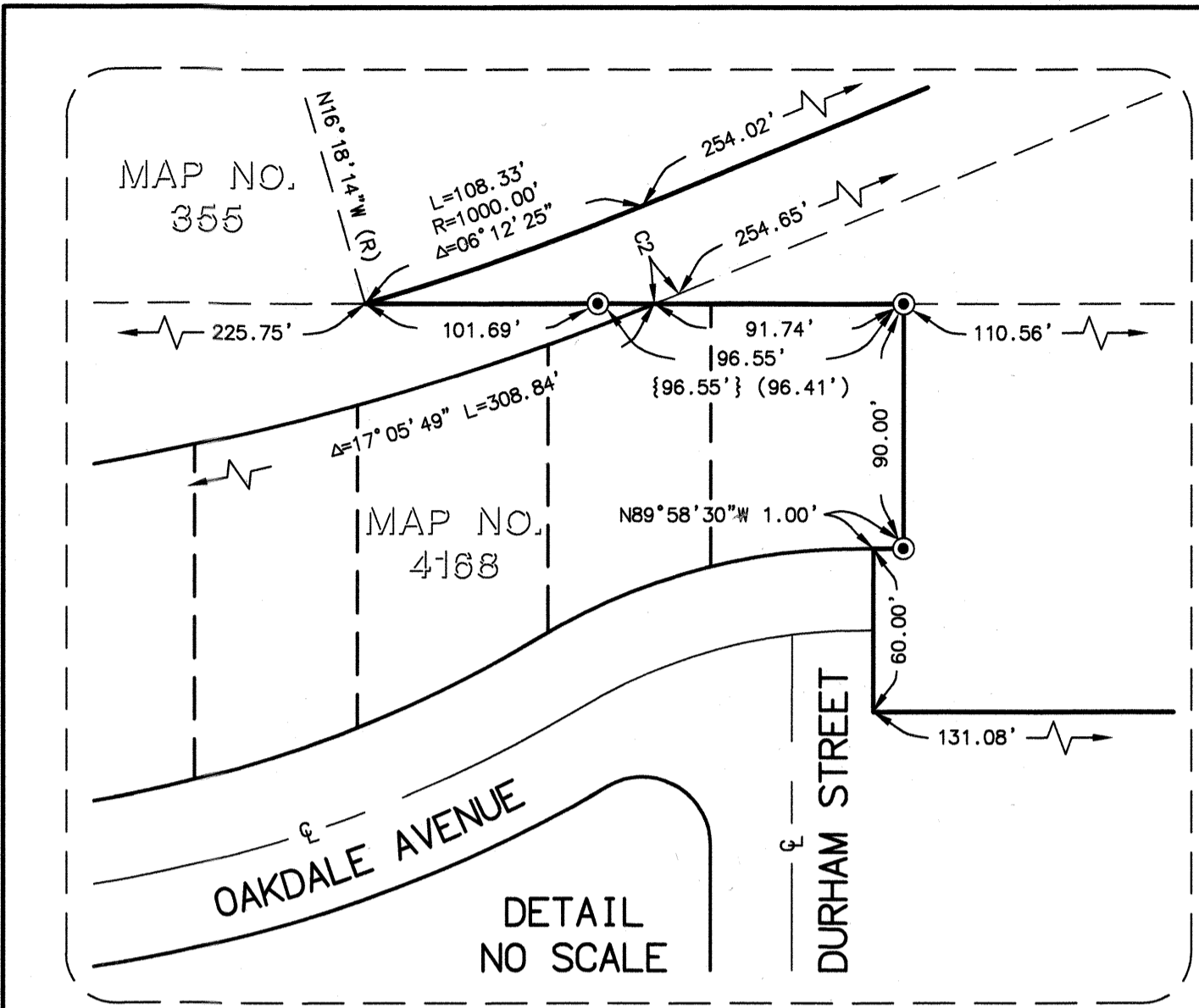
JORDAN Z. MARKS COUNTY RECORDER BY: _____ DEPUTY COUNTY RECORDER

FEE: _____

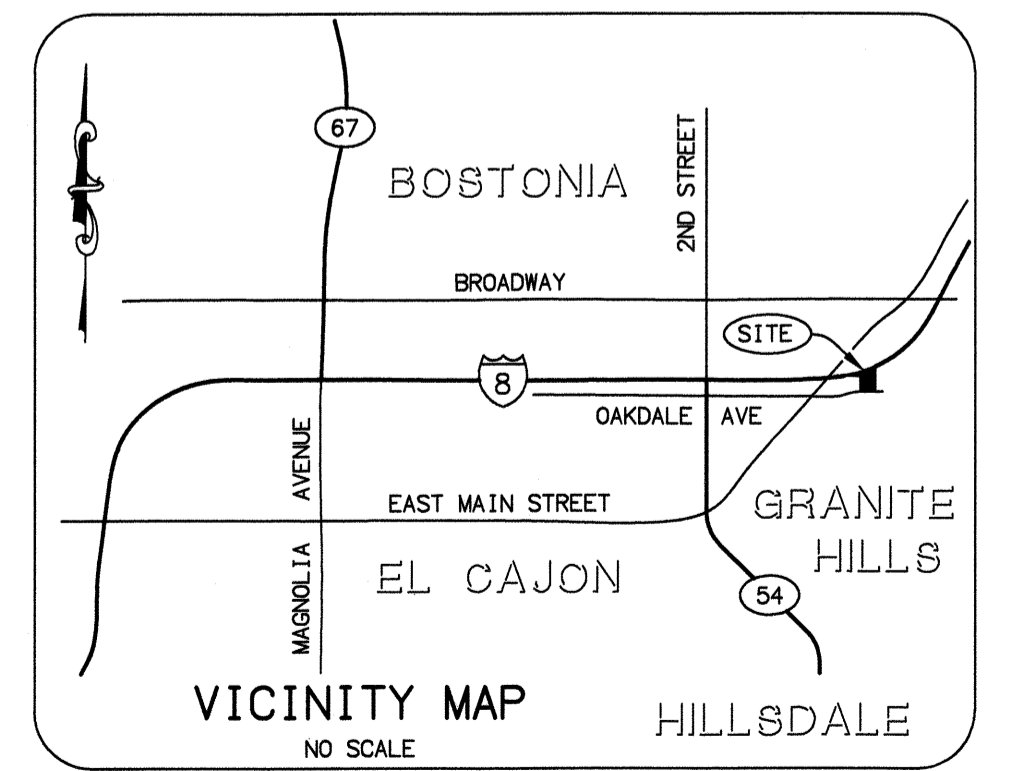
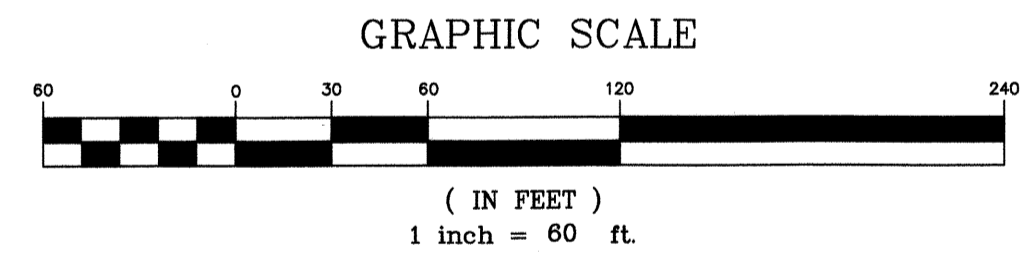
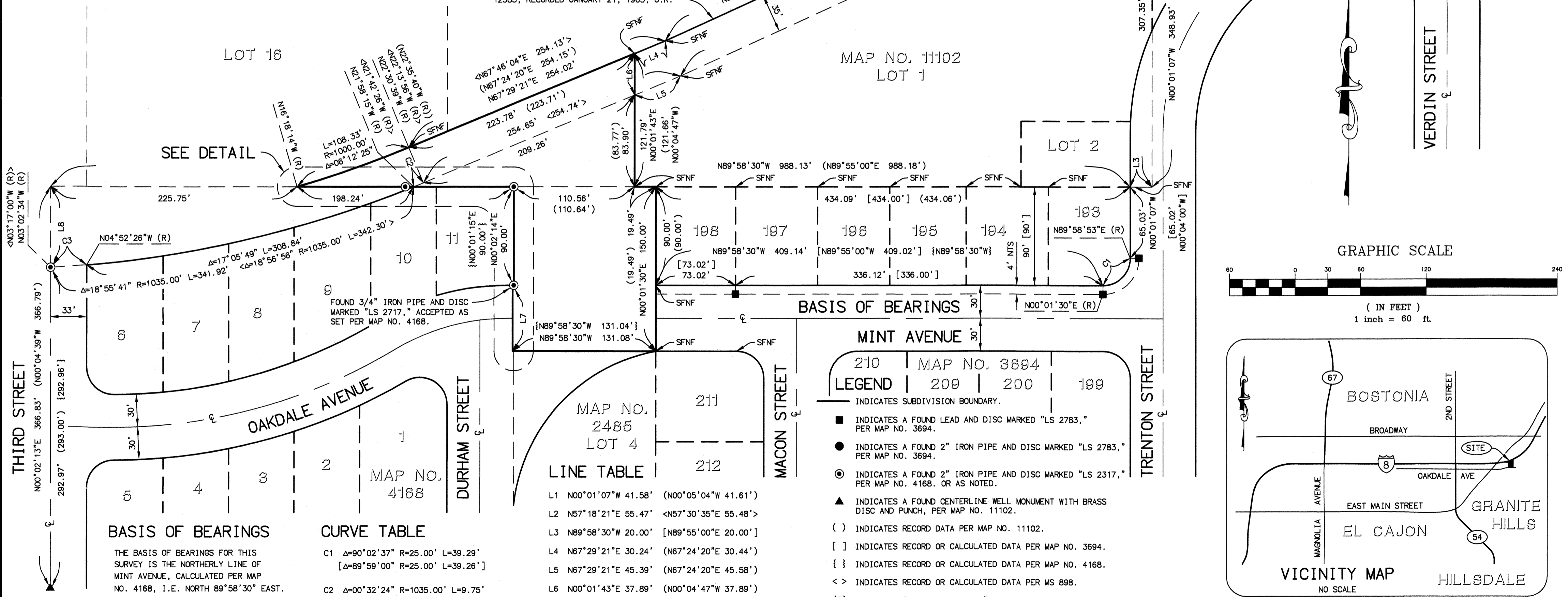
TPM 2021-0004 OAKDALE AVENUE

PROCEDURE OF SURVEY

MAP NO. 355
BLOCK 22
LOT 15
MS 898/19



NORTHERLY LINE OF DRAINAGE EASEMENT DESCRIBED AS PARCEL 6 OF DOCUMENT NO. 12583, RECORDED JANUARY 21, 1963, O.R.



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTHERLY LINE OF MINT AVENUE, CALCULATED PER MAP NO. 4168, I.E. NORTH 89°58'30" EAST.

CURVE TABLE

- C1 Δ=90°02'37" R=25.00' L=39.29' [Δ=89°59'00" R=25.00' L=39.26']
- C2 Δ=00°32'24" R=1035.00' L=9.75' <Δ=00°31'30" R=1035.00' L=9.48'>
- C3 Δ=01°49'52" R=1035.00' L=33.08'

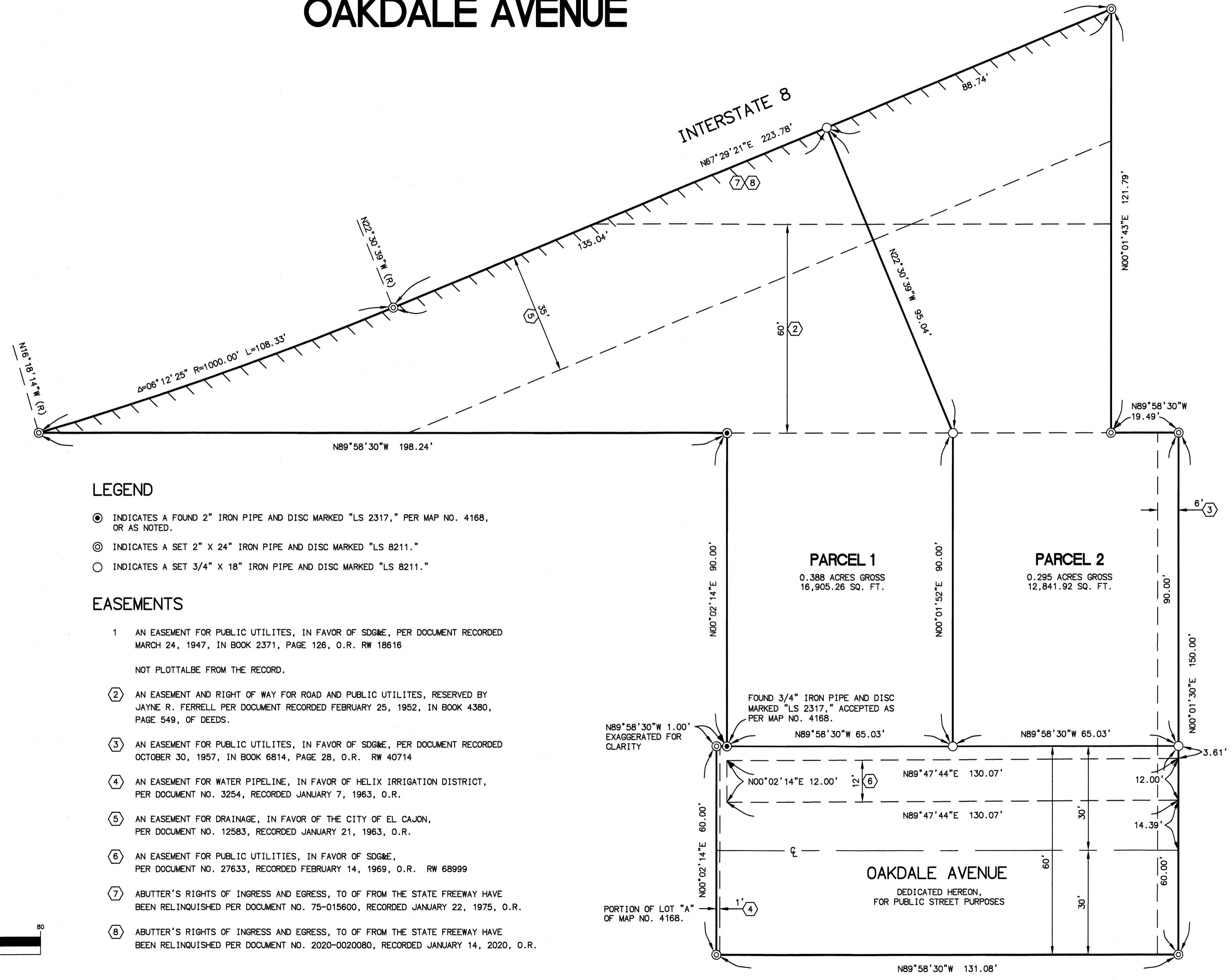
LINE TABLE

- L1 N00°01'07"W 41.58' (N00°05'04"W 41.61')
- L2 N57°18'21"E 55.47' <N57°30'35"E 55.48'>
- L3 N89°58'30"W 20.00' [N89°55'00"E 20.00']
- L4 N67°29'21"E 30.24' (N67°24'20"E 30.44')
- L5 N67°29'21"E 45.39' (N67°24'20"E 45.58')
- L6 N00°01'43"E 37.89' (N00°04'47"W 37.89')
- L7 N00°02'14"E 60.00'
- L8 N00°02'13"E 73.85' (N00°04'39"W 73.79')

210	MAP NO. 3694
LEGEND	209 200 199

- INDICATES SUBDIVISION BOUNDARY.
- INDICATES A FOUND LEAD AND DISC MARKED "LS 2783," PER MAP NO. 3694.
- INDICATES A FOUND 2" IRON PIPE AND DISC MARKED "LS 2783," PER MAP NO. 3694.
- ⊙ INDICATES A FOUND 2" IRON PIPE AND DISC MARKED "LS 2317," PER MAP NO. 4168, OR AS NOTED.
- ▲ INDICATES A FOUND CENTERLINE WELL MONUMENT WITH BRASS DISC AND PUNCH, PER MAP NO. 11102.
- () INDICATES RECORD DATA PER MAP NO. 11102.
- [] INDICATES RECORD OR CALCULATED DATA PER MAP NO. 3694.
- { } INDICATES RECORD OR CALCULATED DATA PER MAP NO. 4168.
- < > INDICATES RECORD OR CALCULATED DATA PER MS 898.
- (R) INDICATES "RADIAL BEARINGS."
- SFNF INDICATES "SEARCHED FOR, NOT FOUND."
- /// INDICATES ABUTTER'S RIGHTS RELINQUISHED.

TPM 2021-0004 OAKDALE AVENUE



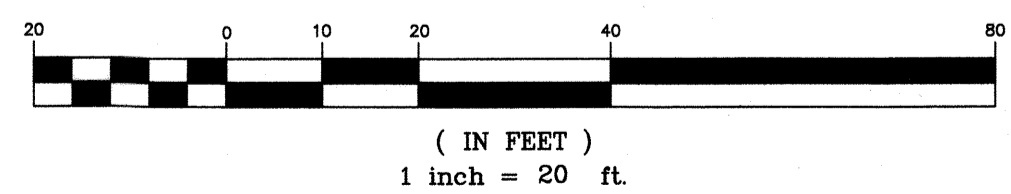
LEGEND

- ⊙ INDICATES A FOUND 2" IRON PIPE AND DISC MARKED "LS 2317," PER MAP NO. 4168, OR AS NOTED.
- ⊕ INDICATES A SET 2" X 24" IRON PIPE AND DISC MARKED "LS 8211."
- INDICATES A SET 3/4" X 18" IRON PIPE AND DISC MARKED "LS 8211."

EASEMENTS

- 1 AN EASEMENT FOR PUBLIC UTILITIES, IN FAVOR OF SDG&E, PER DOCUMENT RECORDED MARCH 24, 1947, IN BOOK 2371, PAGE 126, O.R. RW 18616
NOT PLOTTALBE FROM THE RECORD.
- ② AN EASEMENT AND RIGHT OF WAY FOR ROAD AND PUBLIC UTILITES, RESERVED BY JAYNE R. FERRELL PER DOCUMENT RECORDED FEBRUARY 25, 1952, IN BOOK 4380, PAGE 549, OF DEEDS.
- ③ AN EASEMENT FOR PUBLIC UTILITES, IN FAVOR OF SDG&E, PER DOCUMENT RECORDED OCTOBER 30, 1957, IN BOOK 6814, PAGE 28, O.R. RW 40714
- ④ AN EASEMENT FOR WATER PIPELINE, IN FAVOR OF HELIX IRRIGATION DISTRICT, PER DOCUMENT NO. 3254, RECORDED JANUARY 7, 1963, O.R.
- ⑤ AN EASEMENT FOR DRAINAGE, IN FAVOR OF THE CITY OF EL CAJON, PER DOCUMENT NO. 12583, RECORDED JANUARY 21, 1963, O.R.
- ⑥ AN EASEMENT FOR PUBLIC UTILITIES, IN FAVOR OF SDG&E, PER DOCUMENT NO. 27633, RECORDED FEBRUARY 14, 1969, O.R. RW 68999
- ⑦ ABUTTER'S RIGHTS OF INGRESS AND EGRESS, TO OF FROM THE STATE FREEWAY HAVE BEEN RELINQUISHED PER DOCUMENT NO. 75-015600, RECORDED JANUARY 22, 1975, O.R.
- ⑧ ABUTTER'S RIGHTS OF INGRESS AND EGRESS, TO OF FROM THE STATE FREEWAY HAVE BEEN RELINQUISHED PER DOCUMENT NO. 2020-0020080, RECORDED JANUARY 14, 2020, O.R.

GRAPHIC SCALE



SUBDIVISION AGREEMENT
(Public Improvements)
(1540 Mint 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 Delgesh Shahab, an individual, 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 2021-0004 ("TPM 2021-0004") 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 SIXTY SEVEN THOUSAND THREE HUNDRED THIRTY EIGHT DOLLARS AND NO CENTS (\$67,338.00); 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 the 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 2021-0004 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 three (3) years from the date of the recording of the subdivision 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. \$ 3,200.00 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

DELGESH SHAHAB,
an individual

By _____
Bill Wells, Mayor

By _____
Delgesh Shahab

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)

PERFORMANCE BOND
(Public Improvements)
(1540 Mint Avenue)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon, and Delgesh Shahab, an individual, 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. 2021-0004, 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, I, Delgesh Shahab, an individual, 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 SIXTY-SEVEN THOUSAND THREE HUNDRED THIRTY-EIGHT DOLLARS AND NO CENTS (\$67,338.00), 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. 2021-0004
1540 Mint 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

DELGESH SHAHAB,
an individual

Name

Name & Title

By: Delgesh Shahab

By: _____
Name & Title

By: _____
Name & Title

#19 1475 Oakdale Avenue

Street address

El Cajon, CA 92021
Address

Address

(619) 760-66640
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

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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)
(1540 Mint Avenue)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon, and Delgesh Shahab, an individual, 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. 2021-0004, 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, I, Delgesh Shahab, an individual 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 THIRTY-THREE THOUSAND SIX HUNDRED SIXTY-NINE DOLLARS AND NO CENTS (\$33,669.00) 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. 2021-0004
1540 Mint 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

DELGESH SHAHAB,
an individual

Name

Name & Title

By: Delgesh Shahab

By: _____
Name & Title

By: _____
Name & Title

#19 1475 Oakdale Avenue

Street address

El Cajon, CA 92021

Address

Address

(619) 760-66640

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)

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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)

KNOW ALL MEN BY THESE PRESENTS:

That Delgesh Shahab, an individual, 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 TWO HUNDRED DOLLARS AND NO CENTS (\$3,200.00), 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 subdivision 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 three (3) years 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. 2021-0004
1540 Mint 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

DELGESH SHAHAB,
an individual

Name

Name & Title

By: Delgesh Shahab

By: _____
Name & Title

By: _____
Name & Title

#19 1475 Oakdale Avenue

Street address

El Cajon, CA 92021
Address

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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

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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: September 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Frank Carson, Director of Parks & Recreation
SUBJECT: Proposed Veterans Memorial Location

RECOMMENDATION:

That the City Council identifies a location for a proposed Veterans Memorial.

BACKGROUND:

One of the priorities established by the City Council for the past two years has been to explore an improved upon Veterans Memorial. As part of that, staff has actively engaged the public and stakeholders to gather input on a new Veterans Memorial in El Cajon. The existing Veterans Memorial in front of The Magnolia no longer complements the venue as it did when it was installed in 2000, nor does it adequately honor El Cajon's Armed Forces members. In mid-2022, staff brought forward a status report on the project and the City Council. During that meeting, possible locations and the inclusion of the Space Force in the memorial design were discussed.

As part of the outreach effort, staff has conducted 29 interactions with the community and stakeholders, including veterans groups such as AMVETS, VFW, Marine Corps League Detachment, and Navy Fleet Reserve Association at the Veterans Memorial Hall. Also, over 200 surveys at community events were received with feedback. Staff also presented to the San Diego East County Chamber's VECA Group and engaged with American Legion Post 303, a crucial veterans service non-profit. The American Legion Post 303 suggested a preferred location for the memorial in front of the Public Safety Building at 100 Civic Center Way. They also recommended including the Merchant Marines and a First Responder memorial in the design. As a reminder, American Legion Post 303 manages the two existing veterans memorials in El Cajon and actively hosts veteran-related events.

Alternatively, the City of El Cajon Veterans Coalition, along with feedback from surveys, suggested other possible locations. The intent of this agenda item is to present three possible locations for consideration:

1. Prescott Promenade,
2. In front of the Public Safety Building (Police Station), and
3. Judson Park (at Park & Magnolia).

As part of the presentation, staff will present the pros and drawbacks of each site and seek City Council feedback on a location to further pursue. Once a location is identified, staff can begin to procure the services of a designer and begin to focus on cost estimates.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The selection of a Veterans Memorial location is not subject to the California Environmental Quality Act (CEQA) because it is not a "project" as defined by CEQA that will result in a direct or indirect physical change in the environment.

FISCAL IMPACT:

Fiscal impact will be determined after further evaluation.

Prepared By: Frank Carson, Director of Parks & Recreation

Reviewed By:

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: September 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: All-Way Stop Sign Request on Windmill View Road at Woodglen Way

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to establish permanent all-way stop signs on Windmill View Road at the intersection of Woodglen Way in order to enhance pedestrian and traffic safety.

BACKGROUND:

Periodically, the Public Works Department receives requests to investigate the need for additional regulatory signs on City streets. Not all requests meet the criteria established by the Caltrans Highway Design Manual. Nearby residents have expressed concern about the lack of sight distance to view oncoming traffic when exiting the Woodglen Way cul-de-sac onto Windmill View Road.

Existing Conditions

Windmill View Road is a north-south “residential collector” street that extends from Valley Lake Drive to Hacienda Drive and has a posted speed limit of 30 miles per hour. A “Stop” sign on Woodglen Way controls this “T” intersection with no stop signs on Windmill View Road. Approximately 1,500 vehicles travel through this intersection daily.

The corner sight distance was measured to determine if a vehicle traveling from Woodglen Way has adequate sight distance to enter Windmill View Road safely. Based on the Caltrans Highway Design Manual, the minimum corner sight distance of 335 feet is desirable for a street with a posted speed limit of 30 miles per hour. The field investigation revealed that the available corner sight distance measured (177 feet) is less than the desirable requirement. City traffic records indicate that one (1) collision has occurred north of this intersection during the past five (5) years.

All-Way Stop Sign Analysis on Windmill View Road at Woodglen Way

The City of El Cajon follows the California Manual on Uniform Traffic Control Devices (CAMUTCD) guidelines. It uses a “point” system developed by the City of San Diego to evaluate the need to install all-way stop signs. Existing site conditions, traffic volumes, sight distance obstructions, school proximity, and accident history are criteria for determining the need for all-way stops. A minimum of 30 points out of 50 is typically required to install all-way stop signs. The results of the data collected at this intersection revealed that a total of 19 points were tallied at this location.

Using the point system guidelines, this intersection does not satisfy all the required all-way stop sign traffic volume and accident history warrants. However, the less-than-desirable minimum sight distance available to allow for the safer passage of vehicles and pedestrians crossing at this intersection is a more compelling justification for the installation of an all-way stop. Based on this safety concern, staff recommends that the all-way stop be considered by the City Council.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed all-way stop signs project to improve public safety is exempt from the provisions of the California Environmental Quality Act pursuant to CEQA Guidelines section 15301(c).

FISCAL IMPACT:

Approximately \$2,500 for the installation of all-way stop signs, stop ahead signs, and pavement legends. This cost is budgeted in the Fiscal Year 2023-24 Traffic Maintenance Annual Budget (101521).

Prepared By: Mario Sanchez, City Engineer

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Reso - Woodglen-Windmill Improvements

Attachments

RESOLUTION NO. ____-23

RESOLUTION TO ESTABLISH ALL-WAY STOP SIGNS ON
WINDMILL VIEW ROAD AT WOODGLEN WAY

WHEREAS, the City Council recognizes that the health, safety, and welfare of the residents of the City of El Cajon ("City") is vitally important, and that from time to time vehicular traffic control measures are necessary to protect pedestrian traffic along and across public roads; and

WHEREAS, Woodglen Way is a two-way cul-de-sac residential street with its outlet creating a "T" intersection with Windmill View Road, a north-south "residential collector" street having a posted speed limit of 30 miles per hour; and

WHEREAS, a "Stop" sign on Woodglen Way controls this intersection with no stop signs on Windmill View Road; and

WHEREAS, approximately 1,500 vehicles travel through this intersection on a daily basis, and due to the configuration of the intersection the corner sight distance to enter onto Windmill View Road is less than the minimum requirement of 335 feet desirable for a street with a posted speed limit of 30 miles per hour as set out in the Caltrans Highway Design Manual; and

WHEREAS, the California Manual on Uniform Traffic Control Devices uses a "point" system to evaluate existing site conditions, traffic volumes, site distance obstructions, proximity to schools, and accident history as criteria used in the determination of the need to install all-way stops; and

WHEREAS, results of the data collected at this intersection revealed that although the total of points does not meet the criteria for the installation of an all-way stop, the less-than-desirable sight distance and the need to reduce the speed of vehicles traveling in excess of 30 miles per hour to allow the safe passage of pedestrians and vehicles crossing at the intersection supports a determination that all-way stop signs should be installed at the above-referenced location for the health, safety and welfare of the residents.

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

1. The foregoing recitals are true and correct and are the findings of the City Council.
2. The City Council further finds that this project is exempt from environmental review under California Environmental Quality Act Guideline 15301(c) (Class 1) as it is a minor alteration of an existing public street involving negligible or no expansion of an existing use.

3. Due to the less-than-desirable sight distance for vehicles entering Windmill View Road from Woodglen Way, the intersection of Windmill View Road (north-south) and Woodglen Way (east-west cul-de-sac), shall be designated as an "all-way stop."

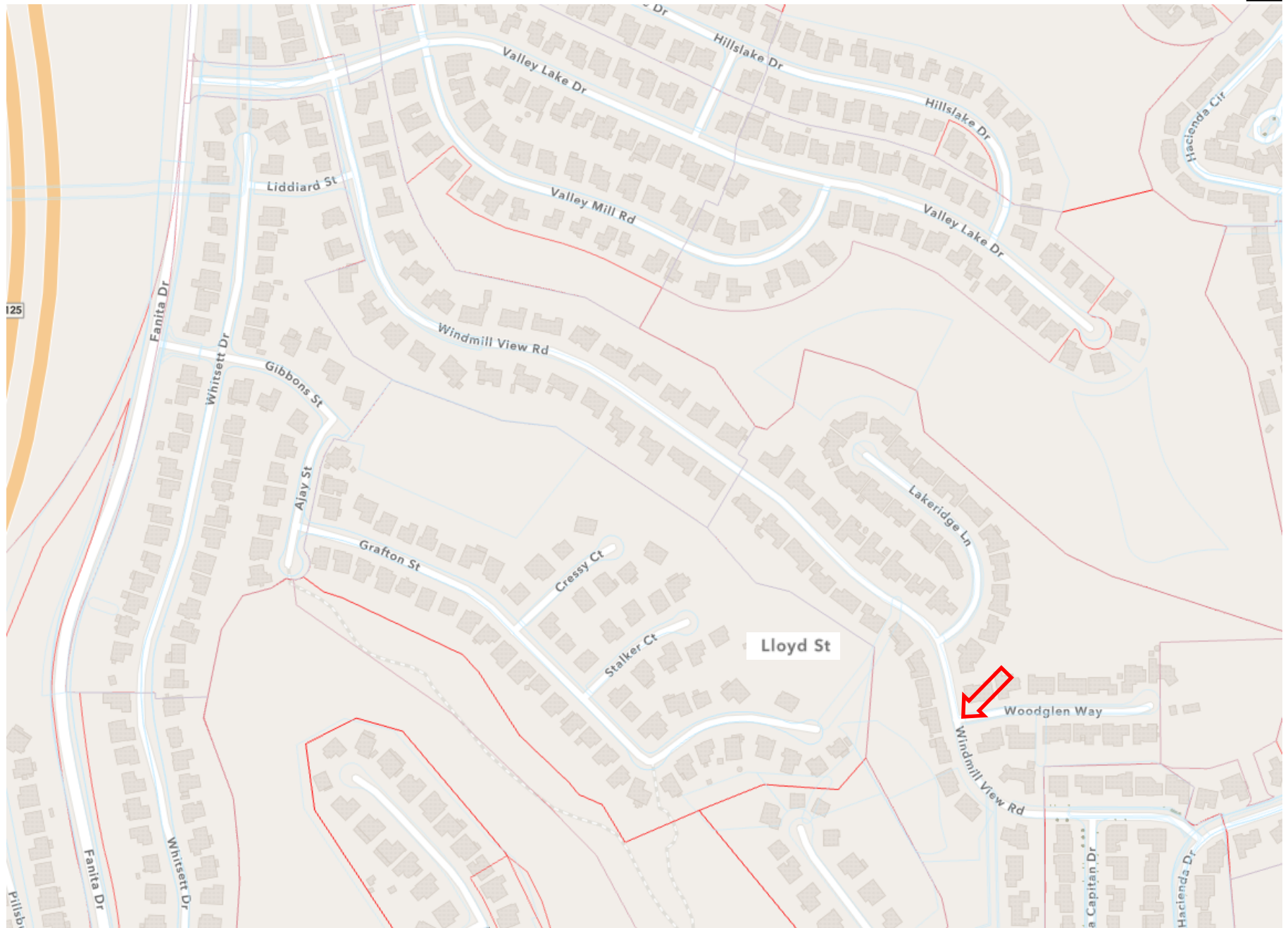
4. The Director of Public Works is hereby directed to immediately cause the installation of appropriate signs to establish the intersection of Windmill View Road at Woodglen Way, as an "all-way stop," as soon as reasonably possible.

09/12/23 CC Agenda
Reso - All-Way Stop Req for Windmill View Rd at Woodglen Wy 082423

**All-way Stop Sign Request for
Windmill View Road at Woodglen Way
(Attachments)**



Windmill View Road at Woodglen Way—Vicinity Map



Woodglen Way at Windmill View Drive Viewing left (south)



Measured Sight Distance-177 feet.

Minimum desired Sight Distance - 335 feet.





Windmill View Drive at Woodglen Way
Approach from south of intersection





Windmill View Road at Woodglen Way

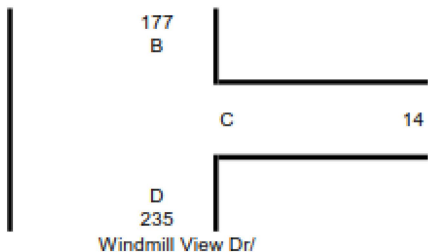
Proposed Installation of All-Way Stop Signs



CITY OF EL CAJON
FOUR-WAY STOP EVALUATION
Windmill View Dr/ Woodglen Way

Total Volume for Peak Four-Hour Period
Woodglen Way

Note: Peak Four-Hour Period
3:00 P.M. to 7:00 P.M.



LEG	FOUR-HOUR VOLUME ENTERING	NO. OF LANES
B	177	1
C	14	1
D	235	1
Total 4-Hour Vol.	426	

WARRANTS

POINTS/ASSIGNED Possible

WARRANT NUMBER 1: ACCIDENT HISTORY

1/1/2017 to 12/31/2022

Accidents Correctable by Stops 1 X 3 3 15

WARRANT NUMBER 2: SPECIAL CONDITIONS

(Site Distance Restrictions.) 5 5

WARRANT NUMBER 3: TRAFFIC VOLUMES

Major Street 412 3 10

Minor Street 14 1 10

WARRANT NUMBER 4: TRAFFIC VOLUME DIFFERENCE

Split Volume Diff. 398 4 5

(Major volumes-Minor volumes)

WARRANT NUMBER 5: PEDESTRIAN VOLUME

3 5

Total 19

Points Required 30 50

**FOUR-WAY STOP IS WARRANTED BASED ON
LIMITED SIGHT DISTANCE**

Date: 8/7/2023

By: MAS





City Council
Agenda Report

DATE: September 12, 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:

August 14, 2023 – Meeting with Congressman Byron Donalds
August 17, 2023 – Trace Gallagher Show on Fox National News
August 18, 2023 – San Diego Food Bank Facility Tour
August 18, 2023 – San Diego Association of Realtors Podcast
August 18, 2023 – Neil Cabuto Show
August 21, 2023 – Meeting with Greg Brown
August 23, 2023 – BIA Summer Celebration
August 26, 2023 – Speech at Southern California Seminary
August 31, 2023 – Meeting with Greg Brown
August 31, 2023 – Meeting with Chelsea Development
August 31, 2023 – Interview with KUSI
September 1, 2023 – John and Ken Show
September 1, 2023 – Cal DeMaio Show
September 1, 2023 – Mark Larsen Show
September 3, 2023 – Interview with KUSI
September 7, 2023 – US Conference of Mayors
September 8, 2023 – SANDAG Board of Directors Meeting
September 11, 2023 – 9/11 Memorial Event at Grossmont College
September 12, 2023 – Meeting with Grossmont Cuyamaca Community College District President Whisenhunt

September 12, 2023 – City Council Meeting

I am available to answer questions.

Submitted By: Bill Wells, Mayor



City Council Agenda Report

Agenda Item 19.

DATE: September 12, 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:

- August 4, 2023 - Phone call with Kyle S re: AWP agenda
- August 7, 2023 - Meeting with MTS re: fare compliance pilot
- August 9, 2023 - Meeting with Donnie Dee - SD Rescue Mission
- August 11, 2023 - Attend Ribbon Cutting @ MTS Grantville station
- August 13, 2023 - Attend Home of Guiding Hands Annual Meeting
- August 15, 2023 - Emails with Diana T re: Chamber nomination
- August 15, 2023 - Meeting with CM Hall in Santee re: trolley security
- August 16, 2023 - Emails with Al Stiehler @ MTS re: fare compliance data
- August 17, 2023 - Attend East County AWP Board meeting
- August 19, 2023 - Emcee Elks Law Enforcement Awards Dinner
- August 21, 2023 - Emails with Peter L re: Luke Lane street improvements
- August 21, 2023 - Emails with Emily D @ SANDAG re: Sep 11 meeting
- August 23, 2023 - Emails with Mohammed T. re: help for Afghan immigrant
- August 23, 2023 - Emails with Sharon @ MTS re: Copper Line naming
- August 24, 2023 - Phone call with City Attorney
- August 25, 2023 - Emails with Miyu O. re: pine needles from neighbor's property

August 25, 2023 - Attend SANDAG Military Working Group meeting prep
August 26, 2023 - Attend Hope Church Community Fair
August 27, 2023 - Phone call with Chris Berg re: AWP photos
August 28, 2023 - Attend SDGE Partner Portal Training
August 30, 2023 - Meeting with City Mgr, Asst City Mgr, Chief of Police re: ALPRs
August 31, 2023 - Interview by Karen Kutcher @ Union-Tribune re: MTS
September 1, 2023 - Meeting with Noori Barka re: Chaldean Community Center location
September 7, 2023 - Attend MTS Executive Committee meeting
September 8, 2023 - Attend Chamber First Friday Breakfast
September 11, 2023 - Attend SANDAG Military Working Group meeting
September 12, 2023 - Lunch with Humbert C.
September 12, 2023 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Steve Goble, Deputy Mayor



City Council
Agenda Report

Agenda Item 20.

DATE: September 12, 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:

August 22, 2023 – Meeting with the City Manager
August 23, 2023 – Metro Wastewater JPA
August 24, 2023 – Town Hall on Homelessness at Fletcher Hills Presbyterian Church
September 12, 2023 – City Council Meeting

I am available to answer questions.

Submitted By: Gary Kendrick, Councilmember



City Council
Agenda Report

DATE: September 12, 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:

August 9, 2023 - Attended VECA meeting
August 10, 2023 - Spoke to I. Ahmed about encampment on Graves/Greenfield Access
August 11, 2023 - Attended East County Homeless Task Force meeting
August 12, 2023 - Attended ECTLC Movie Night for the children at the shelter
August 14, 2023 - Spoke with M. Oda regarding assistance from County for a resident
August 16, 2023 - Attended and spoke at graduation for HEAL (Homeless-Experienced Advocacy and Leadership) participants
August 22, 2023 - Spoke with M. Oda regarding ongoing issues on behalf of resident
August 23, 2023 - Spoke with resident S. Johnson
August 28, 2023 - Spoke with M. Oda regarding updates on resident issue
August 29, 2023 - Emails between M. Oda from County and L. Brown from Senator Jones' office regarding assistance to resident T. Jackson and family
September 8, 2023 - Attended East County Homeless Taskforce meeting
September 12, 2023 - Attended ECHTF Coordinated Outreach meeting
September 12, 2023 - City Council meeting

I am available to answer questions.

Submitted By: Michelle Metschel, Councilmember



City Council
Agenda Report

Agenda Item 22.

DATE: September 12, 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:

September 12, 2023 – City Council Meeting

I am available to answer questions.

Submitted By: Phil Ortiz, Councilmember



**City Council
Agenda Report**

DATE: September 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Posted Speed Limit Zone - Washington Avenue

RECOMMENDATION:

That the City Council approves the introduction of an Ordinance amending section 10.20.130 of Chapter 10.20 of the Municipal Code to include updating the existing speed limit for Washington Avenue from El Cajon Boulevard to Granite Hills Drive.

BACKGROUND:

As required by the California Vehicle Code (CVC section 40802), speed limits for city streets must be re-certified every five (5) years to be radar enforceable by the Police Department. The re-certification entails preparing an “Engineering and Traffic Survey,” also known as a radar speed survey. A new “Engineering and Traffic Survey” was conducted in April and May 2023 on the expired roadway section of Washington Avenue from El Cajon Boulevard to Granite Hills Drive. It is recommended that the City Council approves the ordinance amendment updating the speed limit on Washington Avenue from El Cajon Blvd. to Granite Hills Drive as follows:

Summary of Recommendations

Washington Ave	Posted Speed Limit (MPH)	Recommended Speed Limit (MPH)
El Cajon Bl. to Johnson Ave.	40	40
Johnson Ave. to Magnolia Ave.	40	40
Magnolia Ave. to Avocado Ave.	40	40
Avocado Ave. to Mollison Ave.	40	40
Mollison Ave. to First St.	40	40
First St. to South Second St.	45	40
South Second to Jamacha Rd.	45	40

Jamacha Rd. to Wichita Ave.	45	40
Wichita Ave. to Granite Hills Dr.	45	40

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The establishment of speed limits on existing public streets is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301(c).

FISCAL IMPACT:

The cost of replacing existing speed limit signs and furnishing new signs is approximately \$3,000.00. Sufficient funding is available for this task in the Fiscal Year 2023-2024 Street Operations budget.

Prepared By: Mario Sanchez, City Engineer

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Ordinance

Staff Report attachments

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 10.20.130 OF
CHAPTER 10.20 OF THE EL CAJON MUNICIPAL CODE
TO ESTABLISH A NEW SPEED LIMIT ON A
PORTION OF WASHINGTON AVENUE FROM
EL CAJON BOULEVARD TO GRANITE HILLS DRIVE

WHEREAS, California Vehicle Code section 40802 requires that the speed limits of city streets must be re-certified every five (5) years to be radar-enforceable by the Police Department; and

WHEREAS, the re-certification entails the preparation of an Engineering and Traffic Survey, also known as a radar speed survey, which was conducted in April and May of 2023 on the expired roadway section of Washington Avenue from El Cajon Boulevard to Granite Hills Drive.

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

SECTION 1: That the establishment of speed limits on existing public streets is categorically exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301(c).

SECTION 2: That the designations of "Washington Avenue, from El Cajon Boulevard to First Street," listed in those sections of roads under the heading of "Forty Miles Per Hour," and "Washington Avenue, from First Street to Granite Hills Drive," listed in those sections of roads under the heading of "Forty-five Miles Per Hour", in section 10.20.130 of Chapter 10.20 of the El Cajon Municipal Code, are hereby deleted.

SECTION 3: That the designation of "Washington Avenue from El Cajon Boulevard to Granite Hills Drive," is hereby added in alphabetical order to the list of those sections of roads under the heading of "Forty Miles Per Hour" in section 10.20.130 of Chapter 10.20 of the El Cajon Municipal Code.

SECTION 4: This ordinance shall be effective thirty days following its passage and adoption.

09/12/23 CC Agenda – 1st Reading

09/26/23 CC Agenda – 2nd Reading

Ord – Posted Speed Limit on Washington Ave from EC Blvd to Granite Hills Dr 083023



Staff Report Engineering & Traffic Survey for Washington Avenue

Background:

The existing "Engineering and Traffic Surveys" have expired on Washington Avenue between El Cajon Boulevard and Granite Hills Drive. The California Vehicle Code, Section 40802, requires that an "Engineering and Traffic Survey" be conducted every five (5) years to enable the Police Department continued use of radar to legally enforce the speed limit. Sections 627 and 40802 of the CVC code grants local authorities the right to establish speed limits on streets within their jurisdiction. The "Engineering and Traffic Survey" is intended to serve as the basis for the establishment and enforcement of speed limits on City streets. Expired speed surveys are considered a "Speed Trap" per the CVC code and are not enforceable.

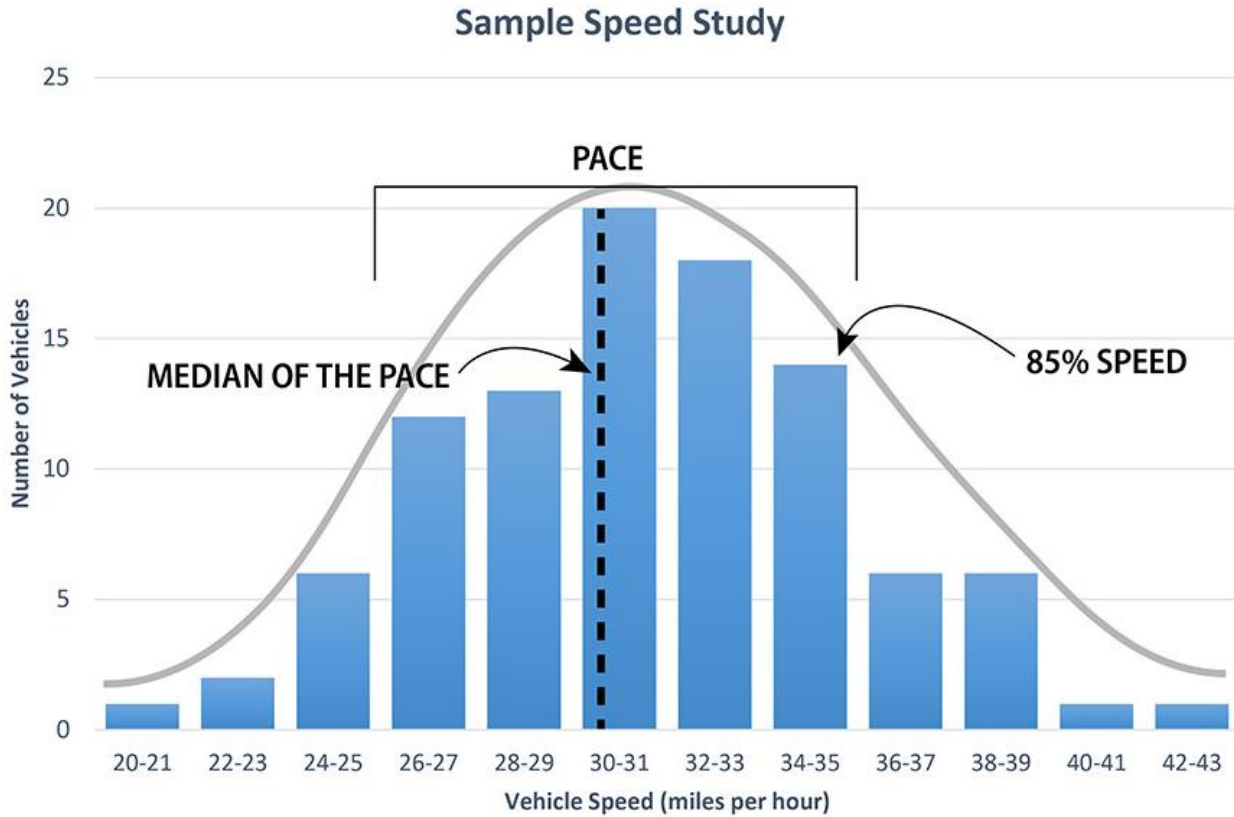
"Engineering and Traffic Survey" to establish the Speed Limit:

The latest (2014 rev. 7) edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD) establishes the procedure on how to conduct "Engineering and Traffic Surveys". The survey includes the measurements of the prevailing speed of traffic on the roadway that includes a sample of a minimum of 50 vehicles in each direction. An analysis of vehicle accident history, a review of the road, adjacent land use characteristics, and conditions not readily apparent to the motorist are also considered.

The CAMUTCD guidelines allows the local authority to establish the posted speed limit to within nearest five (5) miles per hour increment of the 85th percentile speed. The 85th percentile speed is defined as that speed of traffic at or below which 85 percent of the traffic is free flowing. The guidelines allow a reduction to the lower 5 MPH increment of the 85th percentile speed for conditions not readily apparent to the motorist. A sample speed survey statistics graph is shown on the following page. It is important to note that posting an arbitrarily lowered speed limit would have a negative affect and would make the majority of vehicles traveling on the road speed violators and may compromise safety. Also, it is important to note the that the Police Department cannot legally enforce an arbitrarily lowered posted speed limit.

Traffic Engineering Analysis:

Surveys were conducted on Washington Avenue in accordance with the guidelines outlined in the CAMUTCD. Survey samples of at least 50 vehicles were collected for each direction of travel. The samples were collected during the off-peak hours between 9:00 AM to 11:00 AM and from 1:00 PM to 4:00 PM during April and May of this year.



Research of all relevant records including collision data and average daily traffic volumes along Washington Avenue. The collision history for a period of one year (2022) was collected. With this data, the accident rate per one million vehicle miles of travel was calculated for Washington Avenue. The current California State average rate for a four-lane roadway similar to Washington Avenue is 2.04 accidents per million vehicle miles traveled. The data is summarized below in Table 1:

Table 1. Traffic Collision and Roadway Data

Washington Avenue	Length of Roadway (ft.)	Average Daily Traffic Volume	Total Number of Collisions (1 year)	Mid-block Accident Rate	*CA Average Mid-block Accident Rate
El Cajon Bl. to Johnson Ave.	1,205	27,200	1	0.44	2.04
Johnson Ave. to Magnolia Ave.	2,650	19,000	6	1.78	2.04
Magnolia Ave. to Avocado Ave.	1,430	22,800	3	1.33	2.04
Avocado Ave. to Mollison Ave.	2,060	25,200	2	0.56	2.04
Mollison Ave. to First St.	1,960	23,100	5	1.60	2.04
First St. to So. Second St.	2,250	16,800	2	0.77	2.04
So. Second St. to Jamacha Rd.	2,810	16,900	6	1.83	2.04
Jamacha Rd. to Wichita Ave.	1,620	11,500	2	1.55	2.04
Wichita Ave. to Granite Hills Rd.	1,605	11,600	0	0	2.04

* California Average Accident rate per one million vehicle miles of travel.

The results of the engineering and traffic survey is summarized below in Table 2.

Table 2. Engineering and Traffic Survey Results

Washington Avenue	Posted Speed Limit (MPH)	85 th Percentile Speed (MPH)	Average Speed (MPH)	10 MPH Pace (MPH)	Percentage Of Vehicles in Pace
El Cajon Bl. to Johnson Ave.	40	42.0	37.8	34-43	74.8
Johnson Ave. to Magnolia Ave.	40	40.6	37.1	35-44	80.5
Magnolia Ave. to Avocado Ave.	40	41.4	36.2	32-41	71.8
Avocado Ave. to Mollison Ave.	40	42.6	36.6	33-42	73.1
Mollison Ave. to First St.	40	42.1	38.9	34-43	85.5
First St. to So. Second St.	45	43.7	39.2	35-44	76.8
So. Second St. to Jamacha Rd.	45	44.8	40.6	36-44	82.2
Jamacha Rd. to Wichita Ave.	45	42.3	36.5	33-42	70.6
Wichita Ave. to Granite Hills Dr.	45	41.3	36.7	33-42	71.7

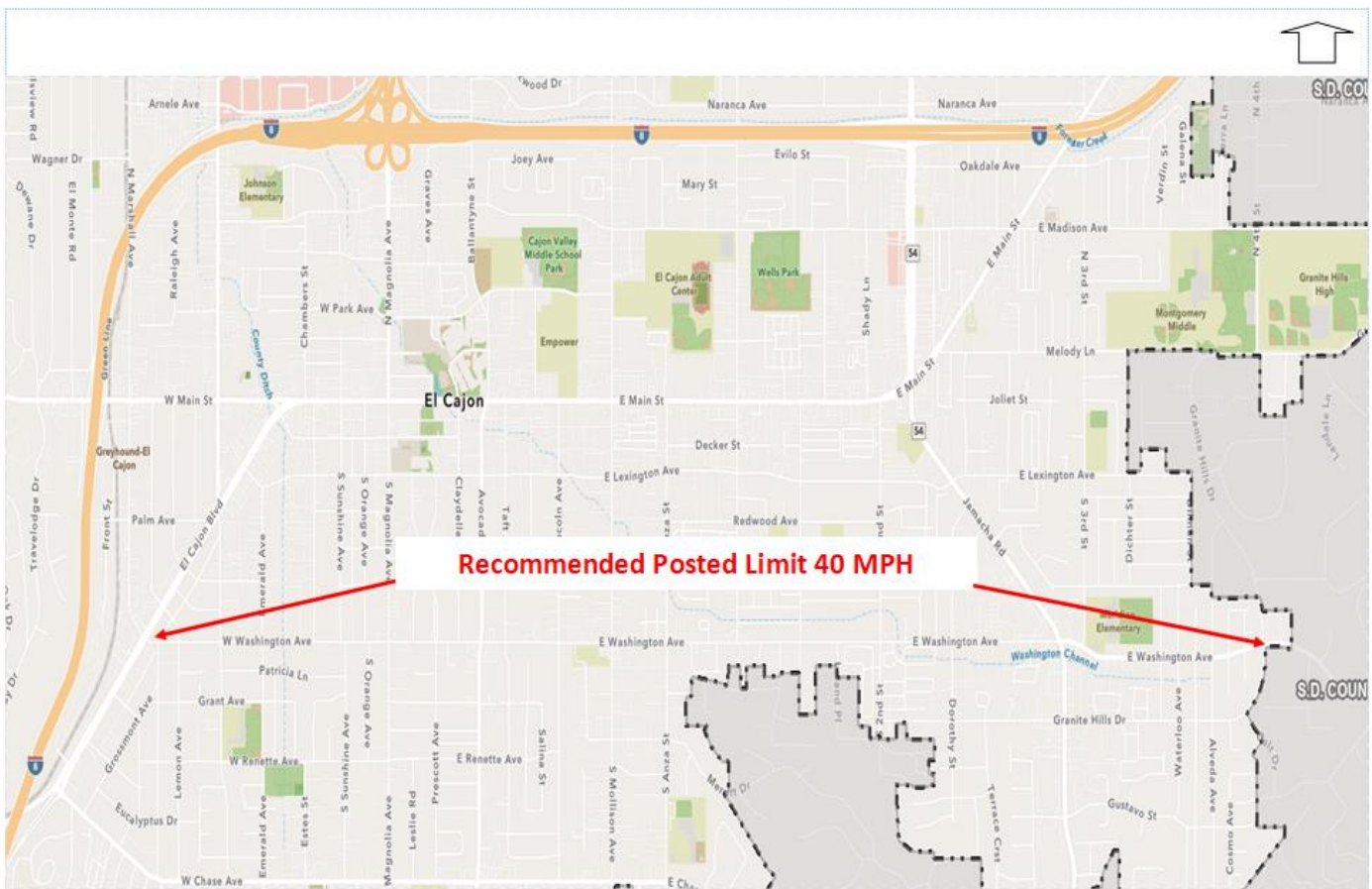
MPH = Miles Per Hour

Findings & Recommendation:

Based on the results of the engineering and traffic survey, the following speed limits shown in Table 3 are recommended.

Table 3. Summary of Recommendations

Washington Avenue	Posted Speed Limit (MPH)	Recommended Speed Limit (MPH)
El Cajon Bl. to Johnson Ave.	40	40
Johnson Ave. to Magnolia Ave.	40	40
Magnolia Ave. to Avocado Ave.	40	40
Avocado Ave. to Mollison Ave.	40	40
Mollison Ave. to First St.	40	40
First St. to So. Second St.	45	40
So. Second St. to Jamacha Rd.	45	40
Jamacha Rd. to Wichita Ave.	45	40
Wichita Ave. to Granite Hills Dr.	45	40



Washington Avenue from El Cajon Blvd. to Granite Hills Dr.





**City Council
Agenda Report**

DATE: September 12, 2023
TO: City Clerk
FROM: City Attorney/General Legal Counsel
SUBJECT: Closed Session - Conference with Legal Counsel - Anticipated Litigation -
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of
Government Code section 54956.9: One (1) potential case

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, September 12, 2023, at 3:00 p.m.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9:

Number of potential cases: 1

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hms



City Council
Agenda Report

Agenda Item 25.

DATE: September 12, 2023

TO: City Clerk

FROM: City Attorney/General Legal Counsel

SUBJECT: Closed Session - Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: One (1) potential case - Truck and SUV Superstore, Inc. dba East County Pre-Owned Superstore has submitted a Claim for Damages alleging loss of profits and other damages due to construction on the El Cajon Boulevard Streetscape project, which abuts the claimant's business

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, September 12, 2023, at 3:00 p.m.

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

NAME OF CASE:

Truck and SUV Superstore, Inc. dba East County Pre-Owned Superstore has submitted a Claim for Damages alleging loss of profits and other damages due to construction on the El Cajon Boulevard Streetscape project, which abuts the claimant's business

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hms



City Council
Agenda Report

Agenda Item 26.

DATE: September 12, 2023

TO: City Clerk

FROM: City Attorney/General Legal Counsel

SUBJECT: Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9: Darren Ehlers v. City of El Cajon; WCAB Claim Nos. ELCN-0018 and ELCN-0042

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, September 12, 2023, at 3:00 p.m.

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

NAME OF CASE:

Darren Ehlers v. City of El Cajon
WCAB Claim Nos. ELCN-0018 and ELCN-0042

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hm



City Council
Agenda Report

Agenda Item 27.

DATE: September 12, 2023
TO: City Clerk
FROM: City Attorney/General Legal Counsel
SUBJECT: Closed Session - Conference with Real Property Negotiators - pursuant to Government Code section 54956.8:

Property:
APN 487-331-22-00
425 W. Main Street

Negotiating Party:
Jala, Inc.
Hitesh C. Patel, CEO

City Negotiators:
City Manager
Assistant City Manager
City Attorney

Under Negotiation:
Price and terms of payment for acquisition

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, September 12, 2023, at 3:00 p.m.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS – pursuant to Government Code section 54956.8.

Conference with real property negotiators is not a project subject to the California Environmental Quality Act (CEQA) because it is a procedural, administrative step in the process.

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hm



City Council
Agenda Report

Agenda Item 28.

DATE: September 12, 2023
TO: City Clerk
FROM: City Attorney/General Legal Counsel
SUBJECT: Closed Session - Conference with Real Property Negotiators - pursuant to Government Code section 54956.8:

Property:
APN 488-242-43-00
405 E. Lexington Avenue

Negotiating Party:
Centro de Salud de la Comunidad de San Ysidro, Inc.
Kevin Mattson, CEO

City Negotiators:
City Manager
Assistant City Manager
City Attorney

Under Negotiation:
Price and terms of payment for acquisition

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, September 12, 2023 at 3:00 p.m.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS – pursuant to Government Code section 54956.8.

Conference with real property negotiators is not a project subject to the California Environmental Quality Act (CEQA) because it is a procedural, administrative step in the process.

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hm



City Council
Agenda Report

DATE: September 12, 2023
TO: City Clerk
FROM: City Attorney/General Legal Counsel
SUBJECT: Closed Session - Conference with Real Property Negotiators - pursuant to Government Code section 54956.8:

Property:
APN 488-242-43-00
405 E. Lexington Avenue

Negotiating Party:
San Diego Chaldean Community Council
Dr. Noori Barka

City Negotiators:
City Manager
Assistant City Manager
City Attorney

Under Negotiation:
Price and terms of payment for sale of property

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, September 12, 2023 at 3:00 p.m.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS – pursuant to Government Code section 54956.8.

Conference with real property negotiators is not a project subject to the California Environmental Quality Act (CEQA) because it is a procedural, administrative step in the process.

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hm