



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

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda

NOVEMBER 14, 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 October 24, 2023, Meeting and the Agenda of the November 14, 2023, Meeting in accordance to State Law and City Council/Housing Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

- Presentation: 2023 Recycling All-Star Awards
- Presentation: Bostonia Day and Community Meetings
- Proclamation: International Accounting Day

AGENDA CHANGES:

CONSENT ITEMS:

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

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

RECOMMENDATION:

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the October 24, 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. 2024 Calendar of Meetings for the City Council/Housing Authority/Successor Agency to the Redevelopment Agency

RECOMMENDATION:

That the City Council reviews the proposed 2024 calendar of meetings for the City Council/Housing Authority/Successor Agency to the Redevelopment Agency, makes appropriate modifications, or accepts as presented.

5. Authorization to Apply for the CalRecycle Beverage Container Recycling City/County Grant for FY2023-24

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 CalRecycle Beverage Container Recycling City/County Grant for FY2023-24; and
2. Authorize the City Manager or designee to execute any documents and agreements necessary to apply for and receive the grant funds.

6. Health & Fitness Assessment Services

RECOMMENDATION:

That the City Council:

1. Determines that the procurement of Health and Fitness Assessment services is exempt from the California Environmental Quality Act in accordance with state CEQA Guidelines section 15378(b)(5); and
2. Adopts the next Resolution, in order, to (a) award a contract to On Duty Health, LLC for Health and Fitness Assessment Services in the amount of \$137,449 for the initial one-year term, with four additional one-year renewal options, and (b) authorize the City Manager to execute the final contract with such changes as the City Manager and the City Attorney approve. The City of El Cajon's portion of award is \$88,655.

7. Award of RFP No. 016-24 – Trash Capture Device Inspection, Cleaning & Maintenance Services

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt pursuant to sections 15307 and 15308 of the California Environmental Quality Act (CEQA) state Guidelines; and
2. Adopts the next Resolution, in order, to enter into an agreement with Downstream Services, Inc., in an amount not to exceed \$177,000 for the initial one-year term, with up to four additional one-year renewal options.

8. Acceptance of Emergency Access Easement at 1347 Shanessey Road

RECOMMENDATION:

That the City Council:

1. Accepts an Emergency Access Easement at 1347 Shanessey Road; and
2. Authorizes the City Clerk to Record the Proposed Emergency Access Easement.

9. Award of Bid No. 014-24 – Concrete Sidewalk Slicing

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt in accordance with section 15301(c) of the State CEQA Guidelines; and
2. Adopts the next Resolutions, in order, to:
 - a. Approve Plans and Specifications for Concrete Sidewalk Slicing, Bid No. 014-24; and
 - b. Approve the application of the C-61/D-6 – Limited Specialty/Concrete Related Services contractor's license and award the bid to the lowest responsive, responsible bidder, Trip Stop Sidewalk Repair, Inc., in the amount of \$490,000.

10. Grant of Access Easement at Parkway Plaza, Appurtenant to City's Property Commonly Known as Forester Creek, for Construction, Maintenance, Repair and Operation

RECOMMENDATION:

That the City Council:

1. Accepts a Grant of Access Easement Located on Parkway Plaza Property; and
2. Authorizes the City Clerk to Record the Proposed Grant of Access Easement.

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:

11. Amendment to the 2023 Five-Year Program of Projects for the SANDAG Regional Transportation Improvement Program (RTIP No. 23-08)

RECOMMENDATION:

That the City Council:

1. Opens the Public Hearing and receives testimony;
2. Closes the Public Hearing; and
3. Adopts the next Resolution, in order, approving the amendment to the proposed 2023 five-year program of projects for the SANDAG Regional Transportation Improvement Program (RTIP No. 23-08).

ADMINISTRATIVE REPORTS:

12. Sheltering Service for Pets of Homeless Individuals

RECOMMENDATION:

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

13. Fiscal Year 2023-24 First Quarter Report

RECOMMENDATION:

That the City Council:

1. Increases or modifies Fiscal Year 2023-24 appropriations in the amount of \$7,050,000 for additional needs as detailed in the report;
2. Authorizes the proposed personnel changes detailed in the report; and
3. Authorizes the proposed capital expenditures detailed in the report.

COMMISSION REPORTS:

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS

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

14. Council Activity Report

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

15. **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.

16. **COUNCILMEMBER GARY KENDRICK**

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

17. **COUNCILMEMBER MICHELLE METSCHEL**

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

18. **COUNCILMEMBER PHIL ORTIZ**

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

JOINT COUNCILMEMBER REPORTS:

GENERAL INFORMATION ITEMS FOR DISCUSSION:

ORDINANCES: FIRST READING

ORDINANCES: SECOND READING AND ADOPTION

CLOSED SESSIONS:

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 14th day of November 2023, is adjourned to Tuesday, December 12, 2023, at 3:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: November 14, 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 October 24, 2023, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

10-24-23DRAFTminutes - 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

October 24, 2023

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/ Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, October 24, 2023, was called to order by Mayor/Chair Bill Wells at 3:02 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 October 10, 2023, meeting and the Agenda of the October 24, 2023, meeting in accordance with State Law and El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

PRESENTATIONS:

- Proclamation: Professionals and GIS Day

AGENDA CHANGES: None

CONSENT ITEMS: (1 – 13)

MOTION BY WELLS, SECOND BY METSCHEL, to APPROVE Consent Items 1 to 13.

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 October 10, 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. Fee Adjustment for Ambulance Transports

Adopt Resolution No. 092-23 authorizing an update to the fee schedule to match the current ambulance rates charged by American Medical Response Ambulance Services, Inc. ("AMR").

CONSENT ITEMS: (Continued)

5. Award of Bid No. 018-24 – Oakdale Alameda Street Beautification Project
 1. Determine that the project is categorically exempt in accordance with section 15301 and 15304 of the California Environmental Quality Act (CEQA) Guidelines; and
 2. Adopt Resolution No. 093-23 to Approve Plans and Specifications for Oakdale Alameda Street Beautification Project, Bid No. 018-24; and Adopt Resolution No. 094-23 to Waive the minor irregularity in the low bidder's bid response and award the bid to the lowest responsive, responsible bidder, Blue Pacific Engineering Construction, Inc. (BPECI) in the amount of \$6,438,650.00.

6. San Diego Cal-ID Remote Access Network (RAN) Board Funding Approval
 1. Authorize the City Manager, or designee, to accept the Cal-ID RAN Board-approved funding of \$104,041 to execute any documents and agreements necessary for the receipt and use of these funds; and
 2. Accept, appropriate, and expend \$104,041 of Cal-ID RAN Board funding to purchase the RECOVER chemical processing device for the Police Forensic Lab.

7. Reject & Re-Bid of RFP No. 013-24 – Audio Visual Upgrades & As-Needed Support Services
Adopt Resolution No. 095-23 to reject all proposals and authorize re-bidding of the project with revised specifications.

8. 2022 Operation Stonegarden Grant (OPSG) - Funded by the Office of Homeland Security
 1. Authorize the City Manager or designee to accept the 2022 Operation Stonegarden Grant (STNGRDN22) in the amount of \$89,000, and to execute any grant documents and agreements necessary for the receipt and use of these funds; and
 2. Accept, appropriate, and expend 2022 Operation Stonegarden Grant (STNGRDN22) funding in the amount of \$89,000 to reimburse the El Cajon Police Department for overtime (\$76,820), fringe benefits (\$3,180), and equipment costs (\$9,000), while participating in OPSG coordinated operations.

CONSENT ITEMS: (Continued)

9. 2023-2024 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant
 1. Authorize the City Manager or his designee to accept the California Office of Traffic Safety STEP Grant in the amount of \$115,000 to execute any grant documents and agreements necessary for the receipt and use of these funds; and
 2. Accept, appropriate, and expend California Office of Traffic Safety STEP Grant (OTS24 ALC/OTS24NOALC) funds in the amount of \$107,644 for overtime, \$2,266 for training and travel, and \$5,090 for supplies, for a total grant award of \$115,000.

10. Award of Bid No. 011-24 – Factory Loaded Ammunition
 1. Determine that the purchase of ammunition is exempt in accordance with section 15378(b)(2) of the Guidelines for the California Environmental Quality Act (CEQA); and
 2. Adopt Resolution No. 096-23 to find the first low bidder non-responsive to Item 11; and Award the bid to the lowest responsive, responsible bidders for the initial term, in the following not-to-exceed (NTE) amounts with up to four additional one-year renewal options:
 - San Diego Police Equipment, Inc. for Items 1-3, 9, 10, and 14 - \$25,076;
 - Miwall Corporation for Items 4, 5, 8, 12, and 13 - \$44,751; and
 - Dooley Enterprises for Items 6, 7, and 11 - \$14,336.

11. Professional Services Agreement for Continued Jamacha Road Safety Improvements
 1. Determine that the service is exempt from the California Environmental Quality Act (CEQA) in accordance with section 15301 of the state CEQA Guidelines; and
 2. Adopt Resolution No. 097-23 to execute a Professional Services Agreement (PSA) with Chen Ryan Associates, Inc., for a one-year term in the not-to-exceed amount of \$52,750.

12. New Classification Specification and Salary Setting for Deputy Director of Parks and Recreation.

Approve and authorize the classification specification and salary setting for Deputy Director of Parks and Recreation.

CONSENT ITEMS: (Continued)

13. Revision to the Project Assistant Classification Specification

Approves and authorizes the proposed changes to the Project Assistant classification specification.

PUBLIC COMMENT:

Jose Sabedra and Edith Hernandez invited the City Council to performances at Los Cochec Creek Middle School.

Brenda Hammond spoke about HauntFest and Ila Ruth Devine.

WRITTEN COMMUNICATIONS: None

PUBLIC HEARINGS:

14. Public Hearing and Second Reading of Ordinance to Amend Title 15 Buildings and Construction and adopting amendments to the California Building Code, 2022 Edition and the California Fire Code, 2022 Edition by Reference

RECOMMENDATION: That the City Council:

1. Opens the Public Hearing and considers public testimony;
2. Closes the Public Hearing;
3. Adopts by reference an Ordinance to Amend Title 15 Buildings and Construction and adopting amendments to the California Building Code, 2022 Edition and the California Fire Code, 2022; and
4. Requests the City Clerk to recite the title of the Ordinance.

DISCUSSION

Building Official, Andre Sanchez, provided a summary of the Item.

Mayor Wells opened the Public Hearing.

No public comment was received.

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

MOTION CARRIED BY UNANIMOUS VOTE.

PUBLIC HEARINGS: (Item 14 – Continued)

MOTION BY KENDRICK, SECOND BY ORTIZ, to ADOPT Ordinance No. 5139, an Ordinance Amending Section 15.04.105 of Chapter 15.04, and Sections 15.56.010, 15.56.070 and 15.56.080 of Chapter 15.56, of Title 15 of the El Cajon Municipal Code; Adopting Amendments to the California Building Code, 2022 Edition and the California Fire Code, 2022 Edition by reference.

MOTION CARRIED BY UNANIMOUS VOTE.

ADMINISTRATIVE REPORTS:

15. Legislative Report - End of the 2023 Legislative Session

RECOMMENDATION: This is an informational item. No action is required by the City Council.

DISCUSSION

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

Discussion ensued among Council and Staff regarding several of the bills presented.

No public comment was received.

No Motion was required for the Item.

16. Mayor and City Council Cafeteria Benefits Review

RECOMMENDATION: That the City Council adopts the next Resolution, in order, adjusting the cafeteria benefit allotment from \$1,350 per month to \$1,450 per month, effective January 2024, for Mayor and City Councilmembers.

DISCUSSION

Director of Human Resources, Marisol Thorn, provided detailed information of the Item.

In answer to a question by Mayor Wells, Director of Human Resources, Marisol Thorn, confirmed that the proposed changes align with other municipal employee groups.

No public comment was received.

ADMINISTRATIVE REPORTS: (Item 16 – continued)

MOTION BY ORTIZ, SECOND BY METSCHEL, to ADOPT Resolution No. 098-23, to adjust the cafeteria benefit allotment from \$1,350 per month to \$1,450 per month, effective January 2024, for Mayor and City Councilmembers.

MOTION CARRIED BY UNANIMOUS VOTE.

17. Small Business Revolving Loan Program

RECOMMENDATION: That the City Council provides feedback on the concept of a small business revolving loan program and its interest in allocating up to \$300,000 toward the fund.

DISCUSSION

City Manager, Mitchell, provided detailed information of the Item.

Discussion ensued among Council and Staff concerning the following:

- The \$300,000 allocation being a one-time investment;
- Fund distribution amongst the contributing jurisdictions;
- Interest rates for loan;
- Funds would be available to existing businesses verses new businesses;
- Program Management; and
- Eligibility for the loan program.

No public comment was received.

MOTION BY WELLS, SECOND BY ORTIZ, to conditionally ALLOCATE \$300,000 to a Small Business Revolving Loan Program.

MOTION CARRIED BY UNANIMOUS VOTE.

COMMISSION REPORTS:

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:

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

18. Council Activities Report/Comments

Report as submitted.

ACTIVITIES REPORTS 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.

In addition to the submitted report, Deputy Mayor Goble provided information about safety and ticket enforcement by MTS.

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

In addition to the submitted report, Councilmember Kendrick stated he did not attend HautFest, but he did attend the METRO Wastewater meeting.

- 21. 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.

- 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.

In addition to the submitted report Councilmember Ortiz stated that he attended HautFest.

JOINT COUNCILMEMBER REPORTS: None

GENERAL INFORMATION ITEMS FOR DISCUSSION: None

ORDINANCES: FIRST READING – None

ORDINANCES: SECOND READING AND ADOPTION – None

CLOSED SESSIONS: None

Adjournment: Mayor Wells adjourned the Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 24th day of October, 2023, at 4:09 p.m., to Tuesday, November 14, 2023, at 3:00 p.m.

ANGELA L. CORTEZ, CMC
City Clerk/Secretary

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City Council
Agenda Report

DATE: November 14, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Angela Cortez, City Clerk
SUBJECT: 2024 Calendar of Meetings for the City Council/Housing Authority/Successor Agency to the Redevelopment Agency

RECOMMENDATION:

That the City Council reviews the proposed 2024 calendar of meetings for the City Council/Housing Authority/Successor Agency to the Redevelopment Agency, makes appropriate modifications, or accepts as presented.

BACKGROUND:

In 1996, the City Council established a schedule of meetings on the 2nd and 4th Tuesdays of each month. The proposed calendar follows the schedule, with the exception that only one meeting will be held in the months of November and December in order to accommodate holiday observances.

The League of California Cities Annual Conference dates for 2024 have not been determined.

2024 Holidays and Observances

January 1	New Year's Day
January 15	Martin Luther King's Birthday
February 19	President's Day
May 27	Memorial Day
July 4	Independence Day
September 2	Labor Day
November 11	Veterans Day
November 28 & 29	Thanksgiving Observance
December 24 & 25	Christmas Eve and Christmas Day
December 31	New Year's Eve

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed 2024 calendar considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” under Section 15378(b)(5) of CEQA Guidelines. It is an organizational or administrative activity of government that will not result in a direct or indirect physical change in the environment.

FISCAL IMPACT:

There is no fiscal impact associated with this recommendation.

Prepared By: Angela Cortez, City Clerk

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

Attachments

2024 CC Calendar



City Council Meeting Schedule

January 2024 - December 2024

January 2024 1						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024 2						
S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024 3						
S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024 4						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024 5						
S	M	T	W	Th	F	Sa
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024 6						
S	M	T	W	Th	F	Sa
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2024 7						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024 8						
S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024 9						
S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024 10						
S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024 11						
S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024 12						
S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

City Council
(619) 441-1763

City Hall Closed

Holidays

League of CA Cities Conference
To be Announced, Long Beach CA



City Council Agenda Report

Agenda Item 5.

DATE: November 14, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Authorization to Apply for the CalRecycle Beverage Container Recycling City/County Grant for FY2023-24

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 CalRecycle Beverage Container Recycling City/County Grant for FY2023-24; and
2. Authorize the City Manager or designee to execute any documents and agreements necessary to apply for and receive the grant funds.

BACKGROUND:

The State of California Department of Resources Recycling and Recovery (CalRecycle) distributes funds for specific grants and payment programs to assist jurisdictions with recycling and litter reduction efforts. Staff was notified that the City was eligible to receive \$26,485 from the CalRecycle Beverage Container Recycling City/County Grant for FY2023-24. If funding is awarded, staff recommends utilizing the grant funds to purchase multi-material recycling and refuse bins that will be placed in several locations throughout the City.

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 CalRecycle Beverage Container Recycling City/County grant for FY2023-24. Further, if the 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:

There is no fiscal impact to apply 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 - Beverage Container Recycling

RESOLUTION NO. __-23

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

WHEREAS, the State of California Department of Resources Recycling and Recovery ("CalRecycle") has established various payment programs to make payments to assist jurisdictions with recycling and litter reduction efforts; and

WHEREAS, the City of El Cajon ("City") staff was notified that the City is eligible to receive \$26,485 from the CalRecycle Beverage Container Recycling City/County Grant for FY 2023-2024 (the "Grant Funds"); and

WHEREAS, if funding is awarded City staff recommends that the Fiscal Year 2023-2024 funding be used to purchase multi-material recycling and refuse bins that will be placed in several locations throughout the City; and

WHEREAS, authorization to apply for the Grant Funds 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, therefore qualifying for an exemption from CEQA in accordance with sections 15061(b)(3) and 15378(b)(2) of the CEQA Guidelines; and

WHEREAS, City Council finds that it is in the City's best interest to authorize the City Manager or designee to apply for the Grant Funds and to authorize the City Manager to accept the award and execute such agreements and other documents necessary to receive the Grant Funds.

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

1. The City Council finds that submitting an application for Grant Funds is not a "project" subject to CEQA requirements.
2. The City Manager is authorized to apply the Grant Funds in the amount of \$26,485.00.
3. Upon the award of Grant Funds the City Manager is authorized to appropriate the funds for recycled beverage container diversion.
4. The City Council hereby authorizes staff to accept such Grant Funds awarded, and further authorizes the City Manager to execute any agreement, and

amendments thereto, and authorizes the City Manager, or such person designated by the City Manager to execute such other documents necessary to accept the funds, in such form approved by the City Manager, as approved by the City Attorney.

5. The City Council hereby commits to using the funds for recycled beverage container diversion.

6. The authorizations set forth herein are effective for fiscal year 2023-2024.

11/14/23 CC Meeting
Reso - CalRecycle Beverage Container Recycling Program 110723



City Council
Agenda Report

DATE: November 14, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Health & Fitness Assessment Services

RECOMMENDATION:

That the City Council:

1. Determines that the procurement of Health and Fitness Assessment services is exempt from the California Environmental Quality Act in accordance with state CEQA Guidelines section 15378(b)(5); and
2. Adopts the next Resolution, in order, to (a) award a contract to On Duty Health, LLC for Health and Fitness Assessment Services in the amount of \$137,449 for the initial one-year term, with four additional one-year renewal options, and (b) authorize the City Manager to execute the final contract with such changes as the City Manager and the City Attorney approve. The City of El Cajon's portion of award is \$88,655.

BACKGROUND:

The cities of El Cajon, La Mesa, and Lemon Grove would like to establish a multi-city agreement that provides annual comprehensive on-site health and fitness assessments with cancer screening for first responders. The services would be provided to the cities' fire departments, in addition to the City of El Cajon's Police Department. The agreement includes an option to renew for four optional one-year terms. Funds for the renewal terms will be in accordance with the approved budget for each fiscal year. Each participating agency is responsible for its own payment. It is anticipated that the three cities would all join in a single contract or, if desired, each city would enter into separate contracts all of which would contain the same terms and conditions.

The Fire Department submitted the attached memorandum dated October 11, 2023 with sole source justification to procure health and fitness assessment services from On Duty Health, LLC due to the extensive services provided, to include but not limited to, enhanced cancer screening, on-site phlebotomy services, and the ability to maintain data that tracks trends and patterns of staff regionally which assists in mitigating health risks and aids in determining the appropriate personal protective equipment to purchase. The request has been reviewed by the Purchasing Division and determined to be in the City's best interest.

As a result, this purchase is recommended as an exception to the City's competitive bidding requirement pursuant to ECMC section 3.20.010(C)(5), finding that: "The bidding procedures of this chapter may be waived, and an open market purchase pursuant to section 3.20.110 of this chapter may be authorized for all expenditures not involving a public project when the

commodity or service can be obtained from only one source.” Staff recommends this purchase be made from On Duty Health, LLC.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed Health and Fitness Assessment Services is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” pursuant to section 15378(b)(5) of the state CEQA Guidelines. The action is an administrative activity of government that will not result in a direct or indirect physical change in the environment.

FISCAL IMPACT:

The fiscal impact for the initial one-year term is \$88,655. Sufficient funds are available for this service in Fiscal Year 2023-24 Annual Budget: Police Department Insp-Medical & Psych Svs (101301) and Fire Supr-Medical & Psych Svs (101410). Subsequent 4-year costs are estimated to total \$401,219.84 for the City of El Cajon.

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Bent Koch, Fire Chief

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Fire - Health Memo

Draft Services Agreement

RESOLUTION NO. ____-23

RESOLUTION OF THE CITY OF EL CAJON
APPROVING AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT FOR
HEALTH AND FITNESS ASSESSMENT SERVICES
WITH ON DUTY HEALTH, LLC

WHEREAS, the City of El Cajon (the "City"), the City of La Mesa, and the City of Lemon Grove (collectively, "Heartland" or "HFR") desire to enter into a combined, or separate but standard agreements, with the same vendor, to provide annual comprehensive on-site health and fitness assessments with cancer screening for first responders with Heartland (each, an "Agreement") for an initial one-year term, with the option to renew for four (4) additional one-year periods; and

WHEREAS, the services would be provided to HFR's fire departments and the City's police department, and each Heartland agency could execute their own form of the Agreement, or execute the same Agreement with the vendor, but in any event be responsible for its own costs and payments; and

WHEREAS, because of the extensive services provided and the commonality of interests, Heartland and City staff recommend entering into an Agreement with On Duty Health, LLC ("On Duty") for health and fitness assessment services to include, but not limited to, enhanced cancer screening, on-site phlebotomy services, and the ability to maintain data that tracks trends and patterns of staff regionally which assists in mitigating health risks and aids in determining the appropriate personal protective equipment to purchase; and

WHEREAS, this purchase is recommended as an exception to the City's competitive bidding requirement pursuant to El Cajon Municipal Code section 3.20.010 (C) (5), finding that: "The bidding procedures of this chapter may be waived, and an open market purchase pursuant to section 3.20.110 of this chapter may be authorized for all expenditures not involving a public project when the commodity or service can be obtained from only one source"; and

WHEREAS, the fiscal impact for the initial one-year term is the amount of \$88,655.00 as the City's share of the total annual cost, and sufficient funds are available in Fiscal Year 2023-24 Annual Budget; and

WHEREAS, the City's renewal costs for the optional four (4) one-year periods are estimated to total \$401,219.84, and funds will be available in accordance with the approved budget for each fiscal year; and

WHEREAS, the proposed Agreement is exempt from the California Environmental Quality Act ("CEQA") as it is not a "project" under section 15378(b)(5) of CEQA Guidelines, and the action involves an organizational or administrative activity of government that will not result in a direct or indirect physical change in the environment; and

WHEREAS, the City Council believes it to be in the City's best interest to approve the Agreement with On Duty, in the not-to-exceed total amount of \$88,655.00 for the initial one-year term, with four additional one-year renewal options estimated to cost the City an additional \$401,219.84.

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

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

Section 2. The City Council hereby authorizes the City Manager, or designee, to execute an agreement with On Duty Health, LLC ("On Duty"), for health and fitness services (the "Agreement") on behalf of the City of El Cajon, with such changes as may be approved by the City Manager, or designee, and to take all actions and to execute all documents, attachments to the Agreement, and other documents necessary or appropriate to carry out the terms of the Agreement. The Agreement may be jointly executed by the cities of La Mesa and Lemon Grove as clients of On Duty, or may be a separate contract between the City and On Duty, whatever the City Manager deems appropriate to obtain the services. The City Manager is further authorized to execute any amendments to the Agreement to extend the term of the Agreement on behalf of the City for not more than four (4) additional one-year periods.

CITY OF EL CAJON



FIRE DEPARTMENT MEMORANDUM

DATE: October 11, 2023

TO: Mara Anna Romero, Purchasing Agent

VIA: Bent Koch, Fire Chief
Mike Moulton, Police Chief

FROM: Barbara Watkins, Sr. Management Analyst

SUBJECT: Annual Wellness Physical Program Sole Source Purchase Order Request

BR
MM

The Fire Department is submitting a request for multiple year contract and FY24 purchase order for specialized annual Physical/Fitness Assessments on behalf of the El Cajon Fire and Police Departments, and the fire departments of the cities of La Mesa and Lemon Grove, with On Duty Health as our selected vendor. Although the El Cajon Police department has not participated in prior years, they have seen the value of this type of annual staff physical and secured funding in their FY24 budget to enhance their Wellness Program. These physicals, as defined by the National Fire Protection Association, include a medical history evaluation, hands-on physical exam, blood analysis, vision testing, audiometry testing, pulmonary function testing, treadmill stress test with 12 lead EKG, and cancer-screening elements. These physicals comply with NFPA 1582, NFPA 1583, and Wellness Fitness Initiative standards and also with the state mandated requirements for fire departments, with our Heartland Fire & Rescue (HFR) department-wide standards, and with the current *Memorandum of Understanding Between City of El Cajon And El Cajon Professional Firefighters Local 4603* (Article 6 Section E). HFR has been scheduling these annual physicals since the inception of the HFR Wellness Program established by Council direction on September 11, 2018 under the Assistance to Firefighters Grant (AFG) at that time. The most important benefits of these physicals are: the early cancer detections, presentation of ongoing health trends over time and in general. After year one, the HFR Wellness Program was seen as such an overall benefit that it was extended and approved for funding annually in the Fire department's budget each year since.

The cost of the annual physicals with On Duty Health is \$90,000 (\$46,000 for PD and \$44,000 for Fire). We understand the normal purchasing process is to request a formal bid. However, on behalf of the El Cajon Fire and Police departments, we are requesting a sole source approval and for Council to waive the formal bid process per the Municipal Code section 3.20.010.C5. In summary, this section allows the city council to waive the bid process, for all expenditures not involving a public project when the city council determines that due to special circumstances it is in

the city's interest to waive the bidding requirement. The circumstances in this situation are the significant benefits in using On Duty Health: this vendor is a mobile operation, licensed to work in California, and has lower prices than their few competitors who responded to our internal request for quote. For the prior two years, this vendor has been used for our annual department physicals. Because On Duty Health is a mobile vendor, we have been able to: save resources (money and time) with minimal effect on our operations by eliminating the need to put apparatus out of service, affecting response times and availability, and ultimately saving on overtime costs.

We would like to request your approval based on several key factors. This vendor is able to meet our time constraints of performing annual physicals during the "off season" early calendar year months. The Fire Department has an established program with On Duty Health making FY24 the third year. Another benefit to staying with On Duty Health is they have the historical data of our staff's physicals, which is one of the most important factors in tracking and seeing trends over time. This vendor is also working with other Fire departments and districts in our region, which brings an added benefit of knowing and tracking regional health concerns amongst our staff.

Please accept this memo requesting approval of a multiple year contract, and sole source purchase order waiving the formal bid process due to special circumstances.

**AGREEMENT FOR HEALTH AND FITNESS ASSESSMENT SERVICES
FOR THE CITIES OF EL CAJON, LA MESA AND LEMON GROVE**

THIS AGREEMENT is made and entered into of the date set forth below, by and between the City of El Cajon, a California charter city and municipal corporation ("El Cajon"); the City of La Mesa, a California general law city and municipal corporation ("La Mesa"); the City of Lemon Grove, a California general law city and municipal corporation ("Lemon Grove"); (El Cajon, La Mesa, and Lemon Grove individually a "City" and collectively the "Cities") and On Duty Health, LLC, a Texas limited liability company (the "Consultant"), with reference to the following facts:

RECITALS

WHEREAS, the Cities desire to retain the Consultant to provide annual comprehensive on-site health and fitness assessments with cancer screening, on-site phlebotomy services, and maintenance of data that tracks trends and patterns of staff for the Cities' fire departments and El Cajon's police department (the "Services"); and

WHEREAS, the Cities have determined the Consultant has the expertise, experience, qualifications, and personnel necessary to provide the Services required by the Cities to the Cities' fire departments and El Cajon's police department (collectively the "Departments"); and

WHEREAS, the Cities, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall continue to make that performance or those payments from the current revenues legally available to the Cities; and

WHEREAS, the Cities find that the performance of this Agreement is in the best interests of Cities' Departments, and that the undertaking will benefit the public; and

WHEREAS, the Cities desire to enter into a contractual relationship which makes the Consultant the health provider agency for the Services.

NOW THEREFORE, for good and valuable consideration, including the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Compensation.

1.1. The Cities and the Consultant agree to pay and bill, respectively, in accordance with the rates, fees and restrictions set forth in Sections 1.2, 4.1, 4.3, and 4.4 of this Agreement. The aggregate total not-to-exceed compensation amount for the Cities for the initial one-year term shall be One Hundred Thirty-seven Thousand Four Hundred Forty-nine Dollars and No Cents

(\$137,449.00), with the annual (initial term and the first and second extension of a City, if any) responsibility and share for each of the Cities to be as follows: El Cajon – not to exceed Eighty-eight Thousand Six Hundred Fifty-five Dollars and No Cents (\$88,655.00); La Mesa – not to exceed _____ - ____ Thousand ____ Hundred _____ - ____ Dollars and No Cents (\$, .00); and Lemon Grove – not to exceed _____ Thousand _____ Hundred - _____ Dollars and No Cents (\$, .00).

1.2. The Consultant shall provide an invoice to the Cities for services rendered to their personnel during a calendar month by the 10th day of the next month. Each City will pay the undisputed charges in the invoice within thirty (30) days after receiving the invoice. Services will be itemized, and billed to each Party separately.

2. Term.

2.1. Term. The initial term of this Agreement shall be for one (1) year.

2.2. Options to Renew. The Cities are granted the option to renew the terms of this Agreement, individually or in any combination of two or more of the Cities. The Cities must notify the Consultant of intent to renew no later than sixty (60) calendar days prior to the termination date of the Agreement. The Cities shall have the option to extend this Agreement for four (4) one-year periods under the same initial terms herein, except the rates in Exhibit "A-1" will remain for years one (1) through three (3) and will be eligible for increase beginning in year four (4) at the lesser of the annual rate escalator of 5%, or the rate outlined in the National Health Expenditure Table for the most recent published year (Currently, *Table 3 National Health Expenditures; Aggregate and per Capita Amounts, Percent Distribution and Annual Percent Change by Source of Funds: Calendar Years 2011-2027, as published by Centers for Medicare & Medicaid Services (CMS.gov)*). The revised escalating rates will become effective on the first day of the each renewal contract period.

2.3. Notice of Desire to Renew. Notice in writing of the desire to renew shall be provided to the Consultant. Such notice shall be sent by mail addressed to:

Greg Batla, Chief Executive Officer
On Duty Health, LLC
1752 E. Lugonia Avenue, Suite 117-4949
Redlands, CA 92354

3. Cities' Obligations for Administration of Agreement. The shared Fire Chief of the Heartland Fire & Rescue (the "Heartland Chief", or such person designated by the Heartland Chief, shall administer this Agreement on behalf of the Cities, as it relates to fire personnel. The Chief of Police of El Cajon's Police Department (the "Police Chief"), or such person designated by the Police Chief, shall administer this Agreement on behalf of the El Cajon Police Department.

4. Consultant Obligations.

4.1. Services. The Consultant agrees to provide services rendered at the location identified in Section 4.2 below, to the Cities' employees receiving the Services (each, an "Employee"), at the cost and for the Services identified in Section 4.3. The Consultant agrees to perform and/or coordinate all Services identified in that certain proposal entitled "Proposal for The Cities of: El Cajon, La Mesa, Lemon Grove," dated October 3, 2023, attached hereto as Exhibit "A" and incorporated herein.

4.1.1. Personalized Written Health and Wellness Report. Each Employee will receive an individual packet of the medical and fitness evaluation that outlines his or her results. The report will outline recommendations for each individual to improve and maintain fitness, as well as recommend treatment or follow up for any medical condition. Educational material regarding various health topics will be included in the packet.

4.1.2. Reporting and Recommendations. The Consultant agrees to incorporate the current criteria used in Respiratory Fitness Clearance and Department of Motor Vehicles medical evaluations with regard to findings and risks. It is not the intention of the Consultant to re-define the existing fitness-for-duty criteria. Strict confidentiality and maintenance of records will be adhered to throughout any reporting and/or referral procedures.

4.1.3. Data Collection. The Consultant will provide scientific and technical support related to data collection and analysis. Data shall be collected and stored on the electronic database designed by the Consultant specifically for the Services to be performed under this Agreement. Data Collection services shall include the following:

4.1.3.1. Storage of past, current and future data on a secure server. Data shall be backed up weekly and kept at a remote location.

4.1.3.2. Analysis of data for errors, omissions, and outliers. Statistical analysis shall be performed to summarize the demographic medical fitness outcomes on each Employee as well as a City's group as a whole or, in the case of El Cajon Employees, one report involving fire Employees to the Fire Chief and one report for the police Employees, to the Police Chief.

4.1.3.3. Development of an annual report that shall be presented to senior staff of each City's Fire Department, and an annual report that shall be presented to El Cajon's Police Chief and senior staff.

4.1.3.4. Development of new strategies for data collection and reporting.

4.1.3.5. Evaluating and analyzing data for individual and group disease management.

4.1.3.6. Integrating data with other fire departments in a confidential manner in compliance with all federal and state law.

4.2. Facilities.

4.2.1. Locations of Services. The Consultant agrees to provide Services to Employees at the following locations:

El Cajon Fire Department & El Cajon Police Department
100 Civic Center Way
El Cajon, CA 92020

La Mesa Fire Department
8054 Allison Avenue
La Mesa, CA 91942

Lemon Grove Fire Department
7853 Central Avenue
Lemon Grove, CA 91945

4.2.2. Staffing and Hours of Operation. The Consultant shall commit to the days and hours of operation to comply with the goals of the Services.

4.2.3. Priority Appointments. The Consultant shall maintain a licensed physician or PA available to examine and treat Employees who have appointments.

4.2.4. Medical Consultants. The Consultant shall maintain a list of medical specialty consultants for referral to Employees.

4.2.5. Other Medical Services. The Consultant shall provide radiological facilities to facilitate comprehensive examinations.

4.2.6. Weekend and Evenings. The Services will not be available on weekends or evenings.

4.2.7. Canceled/Delayed Appointments. The Cities are engaged in "All-Risk" emergency services, 24-hours a day. Due to unforeseen emergencies (fires, major incidents, disasters, etc.), it may be possible that an emergency crew and/or support personnel are otherwise engaged in emergency operations and unable to keep their appointments. All efforts will be made to provide personnel that are ready for their evaluations. The days of operation and the number of personnel to receive the Services will be determined based on an annual schedule and the need of the Cities, and will be in consultation with each City's Fire Chief, or designee, or El Cajon's Police Chief, or designee.

4.3. Pricing. See Exhibit "A-1" attached hereto for pricing of the Services.

4.4. Pre-paid Fees for Services. Services will be paid for after time of service, and within thirty (30) days of billing.

4.5. Prescriptions. It is not the intention of this Agreement that the Consultant shall dispense medications during the scope of the Services. If the consulting physician identifies a need to prescribe a medication, he or she can provide a prescription at no additional cost, until the Employee can follow-up with his or her own physician, or make a referral to the Employee's own physician. The Cities shall not reimburse either the Employee or the Consultant for prescription or non-prescription medications.

4.6. Vision and Audiometric Examinations. The Consultant agrees to provide vision and audiometric examinations to Employees as referenced by guidelines published by the California Department of Motor Vehicles.

4.7. Respiratory Examinations. The Consultant agrees to provide respiratory examinations to Employees as referenced by guidelines published by the Occupational Safety and Health Administration.

4.8. Performance Standards. It is the intent of the Consultant and the Cities to provide quality medical care and other wellness services for Employees. To maintain and improve the quality, access, availability, and cost-effectiveness of the services provided under this Agreement, the Consultant and the Cities each agree to use their best efforts to develop means and standards for measuring the performance of Employees under the Agreement, including, but not limited to the following:

4.8.1. Measurement of key performance indicators, including workers' compensation savings, vital signs, cholesterol levels, and subjective surveys of Employees' satisfaction.

4.8.2. Comparison of these indicators with other fire and police departments as available through the International Association of Fire Fighters (IAFF) Wellness Initiative database.

4.8.3. Comparison of these indicators with other fire departments and police departments as available through regional data.

4.8.4. Other relevant factors to be established by the Consultant and the Cities.

4.9. Consultant Representative. The Consultant hereby designates Greg Batla, CEO, to represent the Consultant in all matters pertaining to this Agreement.

5. Administrative Services.

5.1. Periodic Meetings. Subject to any state and federal privacy laws, the Consultant agrees to meet with the Cities' staff as scheduled to confidentially discuss program issues, utilization of medical specialties, utilization of physical therapy, trends and any topic of interest pertaining to the Services.

5.2. Work-Related Injuries: Initial Medical Reporting. While it is not the intent of the Consultant to diagnose or otherwise treat any suspected work-related injuries, in the course of a wellness/fitness evaluation a suspected work-related injury or illness may be discovered. The Consultant shall refer all Employees, with a suspected work-related injury or illness, to their employing City for coordination of medical care, unless a life-threatening medical emergency exists that requires medical treatment. The Consultant will direct the Employee to follow all proper procedures for reporting a work-related injury or illness. Following any emergency medical treatment, the Consultant shall report the treatment to the Employee's Department for the purposes of follow-up medical treatment. In the case of emergency medical treatment, the Consultant shall provide the Employee's Department with a Doctor's First Report of Work Injury or Illness (Form 5020) within two (2) days of initial treatment and all billing. The Consultant is not authorized to determine causation of any suspected work-related injury or illness.

5.3. Work-Related Injuries: Medical Reports and Billings. The Consultant shall use those reports, billings and associated forms in a format approved by the Cities for any and all work related injuries reported.

5.4. Maintenance of Medical Reports. The Consultant shall accurately maintain, store and retrieve Employee medical files during the period of this Agreement in accordance with all applicable laws and regulations.

5.5. Confidentiality. The Consultant shall ensure security of the medical records for all Employees receiving Services and shall ensure compliance with all State and Federal Privacy Laws. At no time shall the Consultant release confidential medical records to the Cities without written authorization from the Employee.

5.6. Testimony. The Consultant shall, upon reasonable notice, submit to depositions and testify at court if requested by the Cities provided that the Consultant and the affected City shall first agree upon an acceptable physician consulting rate.

5.7. Authorization for Patient Referral. The Consultant shall insure that the Employee is instructed that any referral made to a specialist or hospital will *NOT* be reimbursed by the Cities unless authorized by both the Consultant and the Cities.

6. Indemnification and Hold Harmless.

6.1. The Consultant agrees to defend, indemnify, protect and hold Cities and their elected and appointed officials, officers, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Employees, agents or officers, to the extent they arise from or are connected with or are caused or claimed to be caused by the negligence or willful misconduct of the Consultant and its employees in performing the work or services or supplying the materials or equipment under this Agreement, and all expenses, of investigating and defending against same; provided, however, that the Consultant's duty to defend, indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of the Cities and their elected and appointed officials, officers, agents, or employees. This shall not prejudice the rights of the Cities to appear in such suit, participate in the defense, and take such actions as may be necessary to protect the interests of the Cities. If the Cities choose, at their individual election, to obtain independent legal counsel in defense of any claim against them, related to the performance by the Consultant under this Agreement, then the Cities agree to pay the reasonable value of attorneys' fees and costs for such independent legal counsel; however, the Consultant shall not be obligated to pay attorneys' fees at an hourly rate greater than the hourly rate charged by its defense attorneys in the same matter. The Consultant's obligations under this Section shall be reduced dollar for dollar by any amounts the Cities are awarded in such action for attorneys' fees and costs.

6.2. Each City agrees to defend, indemnify, protect and hold the Consultant and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Consultant employees, agents or officers, to the extent they arise from or are connected with or are caused or claimed to be caused by the sole negligence or sole willful misconduct of the City providing such indemnification and its agents, officers or employees in performing the work or services or supplying the materials or equipment under this Agreement, and all expenses, of investigating and defending against same; provided, however, that the each City's' duty to defend, indemnify and hold harmless shall not include any claims or liability arising from the negligence or willful misconduct of the Consultant, its employees, agents and officers, or the other, non-involved, Cities. This shall not prejudice the right of the Consultant to appear in such suit, participate in the defense, and take such actions as may be necessary to protect the interests of the Consultant. If the Consultant chooses, at its own election, to obtain independent legal counsel in defense of any claim against the Consultant, related to the performance of the Cities under this Agreement, then the each City agrees to pay the reasonable value of attorneys' fees and costs for such independent legal counsel; however, the Cities shall not be obligated to pay attorneys' fees at an hourly rate greater than the hourly rate charged by their defense attorneys in the same matter. The Cities' obligations under this section shall be reduced dollar for dollar by any amounts the Consultant is awarded in such action for attorneys' fees and costs.

7. Termination. This Agreement may be terminated for any reason by any party giving ninety (90) days written notice to the other party's designated representative, provided that the Indemnification and Duty to Defend provisions in Section 6 shall survive such termination, for a period of one (1) year.

8. Notice. Notice to the Cities under this provision shall be communicated in writing, in person or by certified mail, return receipt requested, as follows:

If to the Consultant: On Duty Health, LLC
Attention: Greg Batla, CEO
1752 E. Lugonia Avenue, Suite 117-4949
Redlands, CA 92354

If to El Cajon Fire Department: El Cajon Fire Chief
100 Civic Center Way
El Cajon, CA 92020

If to El Cajon Police Department: El Cajon Police Chief
100 Civic Center Way
El Cajon, CA 92020

With a copy to: Graham Mitchell, City Manager
City of El Cajon
200 Civic Center Way
El Cajon, CA 92020

If to La Mesa Fire Department: La Mesa Fire Chief
8054 Allison Avenue
La Mesa, CA 91942

With a copy to: Greg Humora, City Manager
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942

If to Lemon Grove Fire Department: Lemon Grove Fire Chief
3232 Main Street
Lemon Grove, CA 91945

With a copy to: Lydia Romero, City Manager
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945

9. Equal Opportunity. The Consultant shall comply with the Cities' Equal Opportunity Program.

10. Drug-Free Workplace. Upon execution of this Agreement and all subsequent extensions, the Consultant agrees to comply with any requirements set forth in the Cities' policy regarding drug-free workplace.

11. Americans with Disabilities Act Statement. The Consultant shall be responsible for complying with the 1990 Americans with Disabilities Act ("ADA"). (For specific services and public accommodations under the ADA, the Consultant may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. District of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.)

12. Integration. This Agreement, and all rights and obligations created by this Agreement, shall be in full force and effect whether or not any Cities to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

13. Compliance with Controlling Law. The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Consultant shall comply within a reasonable time after receiving written notice by the Cities with all directives issued by the Cities or their authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

14. Reserved.

15. Jurisdiction and Venue. The venue for any suit or proceeding concerning the Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, Central Division, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Southern District of California, in San Diego. The Consultant hereby waives any right to remove any such action from San Diego County that is otherwise allowed by California Code of Civil Procedure section 394.

16. No Waiver. No failure of either the Consultant or the Cities or any City to insist upon the strict performance by the other of any covenant, term or condition of the Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of the Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

17. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

18. Drafting Ambiguities. The Cities and Consultant each agree that they are aware they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision whether or not to seek advice of counsel with respect to this Agreement is a decision that is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

19. Changes. The Cities may order changes in the services within the general scope of this Agreement consisting of additions, deletions, or other revisions, and the contract sum and the contract time shall be adjusted accordingly. All such changes shall be authorized in writing, executed by the Consultant and the Cities.

20. Assignment. The expertise and experience of the Consultant are material considerations for this Agreement. The Cities have an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon the Consultant under this Agreement. In recognition of that interest, the Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Consultant's duties or obligations under this Agreement without the prior written consent of the City Council for each of the Cities. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the Cities to any and all remedies at law or in equity, including summary termination of this Agreement. The Cities acknowledge, however, that the Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

21. Independent Contractor.

21.1 The Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of the Cities. The Consultant shall have no authority to bind the Cities in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the Cities, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the Cities.

21.2 The personnel performing the services under this Agreement on behalf of the Consultant shall at all times be under the Consultant's exclusive direction and control. Neither the Cities, nor any elected or appointed boards, officers, officials, employees or agents of the Cities, shall have control over the conduct of the Consultant or any of the Consultant's officers, employees or agents, except as set forth in this Agreement. The Consultant shall not at any time or in any manner represent that the Consultant or any of the Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of the Cities.

21.3 Neither the Consultant, nor any of the Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits, which may otherwise accrue, to the Cities' employees. The Consultant expressly waives any claim the Consultant may have to

any such rights, and shall indemnify and protect the Cities from and against any claims to such rights made by the Consultant's officers, employees or agents.

22. Audit of Records. At any time during normal business hours and as often as may be deemed necessary the Consultant shall make available to a representative of a City for examination all of its records with respect to all matters covered by this Agreement and will permit a City to audit, examine and/or reproduce such records. The Consultant will retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement, whichever shall first occur.

23. Insurance.

23.1 The Consultant agrees to obtain and maintain in full force and effect, during the term of this Agreement, commercial general liability insurance of not less than \$1,000,000. Such insurance policy shall comply with El Cajon City Council Policy D-3, which is attached hereto as Exhibit "B" and made a part of this Agreement. If there is any conflict between Exhibit "B" and this Section 19, the terms of Exhibit "B" shall apply. All insurance policies shall be subject to approval by the Cities as to form and content.

23.2 Consultant shall furnish properly executed endorsements and certificates of insurance to the Cities prior to commencement of services under this Agreement. Such endorsements and certificates shall:

23.2.1 Clearly evidence all coverages required above, including specific evidence of a separate endorsement naming the Cities as an additional named insureds;

23.2.2 Indicate whether coverage provided is on claims-made or occurrence basis;
and

23.2.3 Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on ten (10) days prior written notice, via first class mail to the Cities.

23.2.4 The Consultant agrees to provide the Cities with copies of all required policies upon request.

23.3 The Consultant shall also obtain and maintain professional liability insurance coverage in an amount not less than \$1,000,000.

23.4 The Consultant shall maintain Workers' Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.

24. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind the Consultant to the performance of its obligations hereunder.

25. Signatures-Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective as to a party until the execution and delivery between each of the Cities of at least one set of counterparts. The Cities authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

26. Entire Agreement. This Agreement, including the attached Exhibits "A," "A-1" and "B," is the entire, complete, final, and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between the Consultant and any of the Cities prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party, which are not embodied herein shall be valid and binding. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of Exhibits "A," "A-1" and "B," the terms and conditions of this Agreement will prevail. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

IN WITNESS WHEREOF, this Agreement is executed on the date and year last below written by the Cities, acting by and through their City Managers, and by the Consultant, acting by and through its Managing Member/Chief Executive Officer.

[signatures on following pages]

ON DUTY HEALTH, LLC,
a Texas limited liability company

Dated: _____

By: _____
Greg Batla, CEO/Managing Member

DRAFT

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

Dated: _____

By: _____
Graham Mitchell, City Manager

ATTEST:

APPROVED AS TO FORM:

Angela Cortez, CMC, City Clerk

Morgan L. Foley, City Attorney

DRAFT

CITY OF LA MESA,
a California general law city
and municipal corporation

Dated: _____

By: _____
Greg Humora, City Manager

ATTEST:

APPROVED AS TO FORM:

Megan Wiegelman, CMC, City Clerk

Glenn Sabine, City Attorney

DRAFT

CITY OF LEMON GROVE,
a California general law city
and municipal corporation

Dated: _____

By: _____
Lydia Romero, City Manager

ATTEST:

APPROVED AS TO FORM:

Joel Pablo, City Clerk

Kristen Steinke, City Attorney

DRAFT



City Council Agenda Report

Agenda Item 7.

DATE: November 14, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Award of RFP No. 016-24 – Trash Capture Device Inspection, Cleaning & Maintenance Services

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt pursuant to sections 15307 and 15308 of the California Environmental Quality Act (CEQA) state Guidelines; and
2. Adopts the next Resolution, in order, to enter into an agreement with Downstream Services, Inc., in an amount not to exceed \$177,000 for the initial one-year term, with up to four additional one-year renewal options.

BACKGROUND:

On August 3, 2023, the City of El Cajon issued a Request for Proposals (RFP) for Trash Capture Device (TCD) Inspection, Cleaning & Maintenance Services. The project will provide inspection, cleaning, and maintenance services on current TCDs and TCDs to be installed in the future and an opportunity for the City to renew the contract for up to four optional terms, each not to exceed one year in length.

Two proposals were received before 5:00 p.m. on October 4, 2023, and were independently reviewed by a three-person evaluation committee. The committee based its assessment on the evaluation criteria specified in the RFP: quality; project organization and key personnel; experience and references; data collection and tracking and reporting; and cost.

After thorough evaluation of the responses, the City determined the proposal received from Downstream Services, Inc. best met the City's requirements. If approved by City Council, the City Manager would have the authority to execute the agreement and subsequent renewals. The attached memorandum details the evaluation process.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed Trash Capture Device Inspection, Cleaning & Maintenance Services project is exempt from the California Environmental Quality Act (CEQA) in accordance with state CEQA Guidelines sections 15307 and 15308 as this action helps to assure the maintenance, restoration, enhancement, or protection of the environment.

FISCAL IMPACT:

The fiscal impact of the one-year term is \$177,000. Sufficient funds are available for this service in Fiscal Year 2023-24 Water Quality Improvements budget (193655PWCP). Subsequent 4-year costs are estimated to total \$1,630,000. Funds for the renewal terms will be in accordance with the approved budget for each fiscal year.

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Memorandum - 016-24

RESOLUTION NO. ___-23

RESOLUTION AWARDING REQUEST FOR PROPOSALS FOR
TRASH CAPTURE DEVICE INSPECTION, CLEANING
AND MAINTENANCE SERVICES
(RFP No. 016-24)

WHEREAS, on August 3, 2023, the City of El Cajon (the "City") issued Request for Proposals No. 016-24 ("RFP No. 016-24") for Trash Capture Device ("TCD") Inspection, Cleaning and Maintenance Services (the "Project") for an initial one-year term, with the option to renew for four (4) additional one-year periods; and

WHEREAS, the Project will provide inspection, cleaning, and maintenance services on current TCDs, and TCDs to be installed in the future; and

WHEREAS, two (2) proposals were received by the deadline of 5:00 p.m. on October 4, 2023; and

WHEREAS, a three-person evaluation team independently reviewed the proposals according to the criteria specified in RFP No. 016-24, including quality; project organization and key personnel; experience and references; data collection and tracking and reporting; cost experience, references, turnaround, and cost factors; and

WHEREAS, after thorough evaluation of the responses, City staff has determined that the proposal received from Downstream Services, Inc. ("Downstream") best meets the City's requirements; and

WHEREAS, the fiscal impact of the initial one-year term of the Project is \$177,000.00, and sufficient funds are available in the Fiscal Year 2023-24 Water Quality Improvements budget; and

WHEREAS, subsequent 4-year costs are estimated to total \$1,630,000.00, and funds for the renewal periods will be in accordance with the approved budget for each fiscal year; and

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

WHEREAS, the City Council believes it to be in the best interest of the City to award RFP No. 016-24 to Downstream, and reject all other proposals, as recommended by staff.

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

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

2. The City Council hereby determines that the Project is exempt under sections 15307 and 15308 of CEQA Guidelines.

3. The City Council hereby awards RFP No. 016-24 to Downstream Services, Inc. in an amount not to exceed \$177,000.00 for the initial one-year term, with up to four (4) additional one-year renewal options, and rejects all other proposals.

4. The City Manager, or designee, and City Clerk are authorized and directed to execute an agreement for the Project on behalf of the City of El Cajon (the "Agreement"), with such changes or amendments as maybe approved by the City Manager, or designee, and to take all actions and to execute all documents and/or attachments to the Agreement, and other documents necessary or appropriate to carry out the terms of the Agreement.

5. The City Manager, or designee, is further authorized to execute any amendments to the Agreement to extend the term for not more than four (4) additional one-year periods.

CITY OF EL CAJON



MEMORANDUM

DATE: November 6, 2023
TO: Purchasing Agent
FROM: Yazmin Arellano, Director of Public Works
SUBJECT: **RECOMMENDATION TO AWARD – RFP No. 016-24 – Trash Capture Device Inspection, Cleaning & Maintenance Services**

The City of El Cajon received two proposals for the above referenced Request for Proposal (RFP). The selection committee, comprised of personnel from Public Works' Engineering and Operations divisions, independently scored each proposal on the evaluation form included in RFP No. 016-24. The proposal evaluation form is based on a weighted scale with criteria including: 1) Overall Quality and Completeness, 2) Project Organization and Key Personnel, 3) Project Experience and References, 4) Exceptions, 5) Documentation, Data Collection, Tracking and Reporting, and 6) Cost, with a possible weighted average score of 100 points.

The weighted scores for Trash Capture Device: Inspection, Cleaning and & Maintenance Services (RFP No. 016-24) after evaluations resulted in the following ranking:

Vendor	Total Weighted
Downstream Services, Inc.	87.38
United Storm Water Inc.	77.92

Recommendation:

After reviewing proposals and cost proposals, the selection committee recommends that the City of El Cajon enter into a contract with Downstream Services, Inc. for Trash Capture Device: Inspection, Cleaning and & Maintenance Services. The proposed term of this contract is for one year with four one-year renewal options.

At the time RFP 016-24 was advertised, there were 121 existing Trash Capture Devices (TCDs). An additional 36 TCDs are installed this month for a total of 157 TCDs requiring inspection, cleaning and maintenance, starting in January 2024. The number of TCDs will increase over the next three years, in compliance with the State trash regulations. Initially, there will be 157 devices and an additional 150 will be installed in Year 2 (total of 307) and 50 more in Year 3, for a total of 357. Additional TCDs may be required in the future to be in compliance with the State Trash regulations.

Staff has calculated an approximate cost for the first five (5) years of the Inspection, Cleaning and Maintenance contract. These costs were determined based on the number of inspections and cleanings per unit/per year and an additional 20% was estimated/added for maintenance costs. The estimated cost for the contract for the first year (157 TCDs) is \$177,000.

Subsequent four year costs are estimated at: Year 2 (307 TCDs) - \$358,000; Year 3 (357 TCDs) - \$425,000 Years 4 – 5 (estimated 357 TCDs) - \$425,000/year. The total 4-year cost is estimated at \$1,633,000. The annual costs are likely to increase in subsequent years as additional TCDS are installed per the State Trash regulations.

Submitted and Authorized by:



Yazmin Arellano, Director of Public Works



City Council
Agenda Report

Agenda Item 8.

DATE: November 14, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Acceptance of Emergency Access Easement at 1347 Shanessey Road

RECOMMENDATION:

That the City Council:

1. Accepts an Emergency Access Easement at 1347 Shanessey Road; and
2. Authorizes the City Clerk to Record the Proposed Emergency Access Easement.

BACKGROUND:

The property owner of 1347 Shanessey Road is proposing to build a new single family residence (SFR) on the back side of the property, abutting the County of San Diego jurisdiction. The only way to access the back side of the property, however, is through an existing 12-foot driveway that cannot be further widened.

In accordance to California Fire Code requirements, the proposed SFR requires a minimum 16-foot wide driveway in order to accommodate a fire apparatus. Therefore, since the driveway cannot be further widened due to physical constraints on the property, the property owner is proposing to grant an emergency access easement to the City of El Cajon for appropriate access to the proposed SFR on the backside of the property; such easement will ensure all California Fire Code requirements are adhered to.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to section 15303 of the state CEQA Guidelines because the emergency access will give emergency responders the ability to respond to the proposed dwelling unit and accessory structure.

FISCAL IMPACT:

There is no fiscal impact associated with this grant of emergency access easement.

Prepared By: Paul Romero, Associate Engineer

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Draft Emergency Access Easement Agreement - 1347 Shanessey Rd

Recording requested by and Return to:

City of El Cajon
City Clerk's Office
200 Civic Center Way
El Cajon, CA 92020

No Fee - for the benefit of the City
(Government Code §27383)

DOCUMENTARY TRANSFER TAX \$0.00 (Municipal Transfer)

_____ Computed on the consideration value of property conveyed; OR

_____ Computed on the consideration or value less liens
or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

EMERGENCY ACCESS EASEMENT AGREEMENT

By and Between

Joseph S. Mazzenga and Angeline Y. Mazzenga
("Grantor")

And

The City of El Cajon, a California Charter City and Municipal Corporation
("Grantee")

Reference:

1347 Shanessey Road
El Cajon, CA 92019

APN No. 514-360-27-00

Recording Requested by:

WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EMERGENCY ACCESS EASEMENT AGREEMENT

This EMERGENCY ACCESS EASEMENT AGREEMENT ("*Agreement*") is entered into as of _____, 2023 (the "**Effective Date**") by and between **Joseph S. Mazzenga and Angeline Y. Mazzenga, as Trustees of the Joseph and Angeline Mazzenga Family Trust 2015, ("*Grantor*")**, and the **City of El Cajon**, a California Municipal Corporation and existing under the laws of the State of California, with offices located at 200 Civic Center Way El Cajon, CA 92020 ("*Grantee*" or the "*City*"). Grantor and Grantee are referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

- A. Grantor is the current owner of that certain real property located in the County of San Diego, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "***Burdened Property***").
- B. Grantee is the city of El Cajon, a California Municipal Corporation.
- C. Grantee has requested a permanent easement in, over, across and through those certain and limited portions of the Burdened Property and depicted on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "***Easement Area***"), further defined in section 1 below, for the Easement Uses (as this term is defined in Section 1 below).
- D. Grantor is willing to grant such easement upon the terms and conditions set forth below.

- E. Grantor or any subsequent owner of the Burdened Property is hereafter referred to as the “**Burdened Owner**”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Grant of Easement.** Grantor hereby grants to Grantee an easement for Emergency Access described in the attached and incorporated **Exhibit “B”** for emergency use by the City, and/or emergency vehicles.
 - 1.1 **Easement Area.** The Easement Area shall begin on the south-end of the Burdened Property adjacent to Marrit Terrace and shall extend toward the Burdened property’s driveway, at minimum 150 feet in length and 6 feet in width, as described in the attached and incorporated as “**Exhibit B**”.
 - 1.2 **Easement Use.** This easement shall only be for stairs for the purposes of ingress and egress to provide, without limitations, fire and police protection, ambulances and rescue services and other lawful emergency government services to the premises, owners, occupants, and invitees thereof. The foregoing easement shall in no way be construed as a dedication of any property or roadways to the public.
2. **Term.** This Agreement shall continue in full force and effect from the date of recordation of this Agreement in perpetuity, unless this Agreement is amended, modified or terminated by an agreement executed, acknowledged and recorded by the Grantee and Grantor.
3. **Obligations of Grantor.** Grantor shall keep the Easement Area clear from any obstacles that will make the area un-accessible.
4. **Binding Effect and Governing Law.** This Agreement and all covenants and restrictions contained herein shall, to the fullest extent permitted by law and equity and without regard to technical classifications or designations, be deemed to be covenants running with the land of the Burdened Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is made with the intent of satisfying Section 1468 of the California Civil Code. This Agreement shall be governed and construed in accordance with the laws of the State of California.
5. **Legal Proceedings.** In the event of any controversy, claim, or dispute relating to the Easement Area or this Grant, the prevailing party shall be entitled to recover all reasonable costs and expenses thereof, including without limitation attorney fees and costs.
6. **Entire Agreement.** This Agreement, including the recitals, Exhibit “A” and Exhibit “B”, attached hereto, all of which are incorporated herein by this reference, constitutes the entire agreement between the parties with respect to the grant of easement hereunder.

- 7. **Amendments.** This Agreement may be amended, modified or supplemented only by a written document executed by all of the parties hereto (or their successors and assigns).
- 8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In Witness Whereof, the parties have executed this Easement Agreement as of the date first above written.

“GRANTOR”

Joseph S. Mazzenga
Co-Trustee of the Joseph and Angeline Mazzenga Family Trust 2015

By: 

Angeline Y. Mazzenga
Co-Trustee of the Joseph and Angeline Mazzenga Family Trust 2015

By: 

“GRANTEE”

City of El Cajon

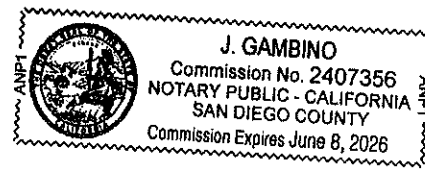
By: _____

Name: Graham Mitchell
Its: City Manager

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 County of San Diego ss.
On 08/09/2023 before me, J. Gambino, Notary Public,
personally appeared Joseph Scott Mazzenga, Angeline Yvette Mazzenga
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.





CERTIFICATION OF ACCEPTANCE

This is to certify that the interest in real property conveyed by that certain EMERGENCY ACCESS EASEMENT AGREEMENT dated October 25, 2023, from JOSEPH S. MAZZENGA AND ANGELINE Y. MAZZENGA, AS TRUSTEES OF THE JOSEPH AND ANGELINE MAZZENGA FAMILY TRUST 2015, to the CITY OF EL CAJON, a California charter city and municipal corporation, (the "City") is hereby accepted by order of the City pursuant to Resolution No. 104-01 dated June 26, 2001, and the City consents to recordation thereof by its duly authorized officer and requests free recording pursuant to the provisions of the Government Code Section 6103.

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

DATED: _____

By: _____
Graham Mitchell, City Manager

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

Exhibit A

RECORDING REQUESTED BY:
Title 365

DOC# 2016-0280246



WHEN RECORDED MAIL DOCUMENT AND TAX
STATEMENT TO:

Jun 08, 2016 09:37 AM

Joseph and Angeline Mazzenga
1347 Shanessey Rd.
El Cajon, CA 92019

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$568.00
PCOR: YES PAGES: 2

APN: 514-360-27-00
TITLE ORDER NO.: 1510123-41
ESCROW NO.: 14110-KG

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

The undersigned Grantor(s) declare(s) that the DOCUMENTARY TRANSFER TAX IS: \$ 550.00 County
 computed on the full value of the interest of property conveyed, or
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
 OR transfer is EXEMPT from tax for the following reason:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Brian M. Skelly, a Married Man as His Sole and Separate Property, who acquired title as Brian M. Skelly, a Single Man

HEREBY GRANT(S) to Joseph S. Mazzenga and Angeline Y. Mazzenga, as Trustee(s) of the Joseph and Angeline Mazzenga Family Trust 2015

All that real property situated in the City of El Cajon, County of San Diego, State of California, described as Lot(s) 27 of Terrace View, in the City of El Cajon, County of San Diego, State of California, according to the Map thereof No. 7109, filed in the Office of the County Recorder of San Diego County, November 10, 1971.

Commonly Known As: 1347 Shanessey Rd., El Cajon, CA 92019

May 25, 2016

Brian M. Skelly

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
COUNTY OF San Diego
On May 31, 2016 before me, Kelly Christine Coffey, a Notary Public
personally appeared Brian M. Skelly

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)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of El Cajon, County of San Diego, State of CA, and is described as follows: ✓

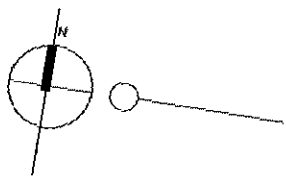
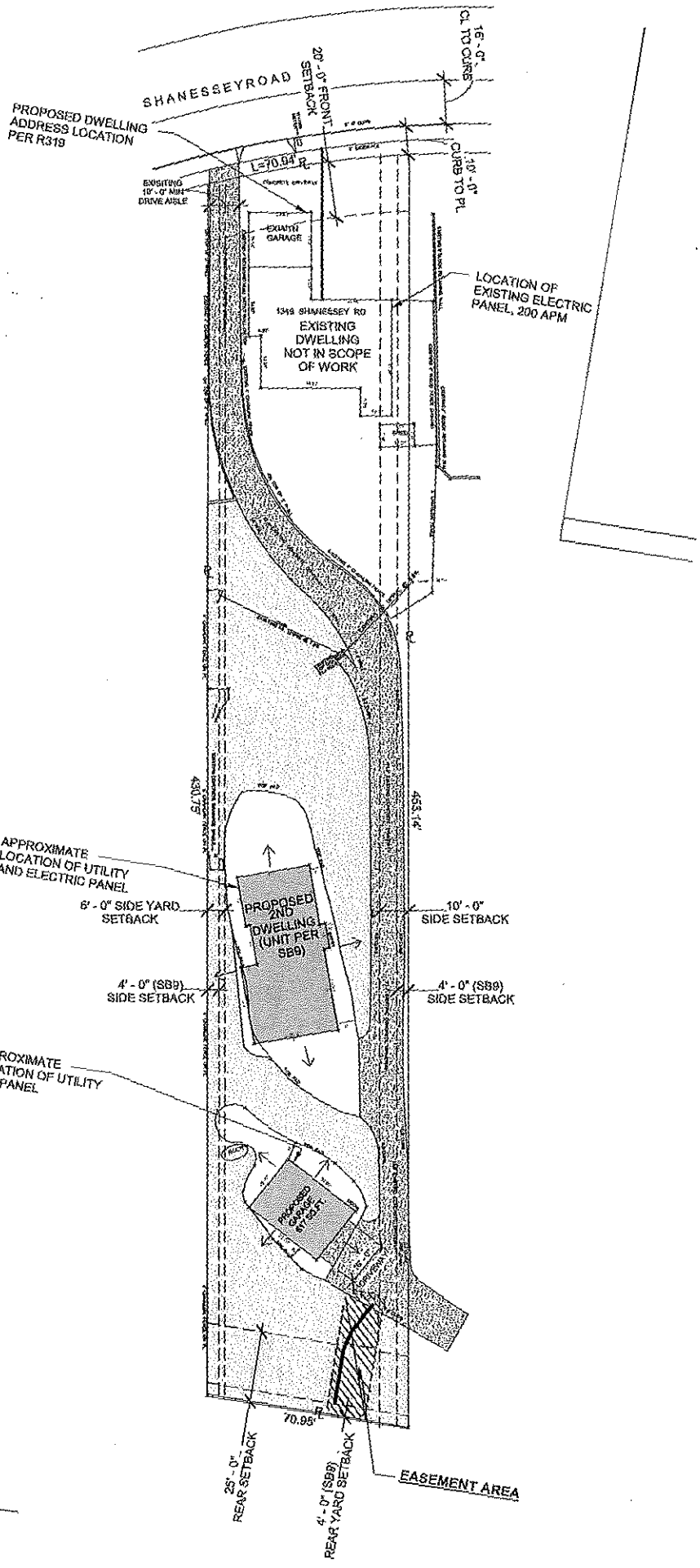
Lots(s) 27 of Terrace View, in the City of El Cajon, County of San Diego, State of California, according to the Map thereof No 7109, filed in the Office of the County Recorder of San Diego County, November 10, 1971.

APN: 514-360-27-00

Legal Description

410-1510123-41/45

Exhibit B





City Council
Agenda Report

Agenda Item 9.

DATE: November 14, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Award of Bid No. 014-24 – Concrete Sidewalk Slicing

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt in accordance with section 15301(c) of the State CEQA Guidelines; and
2. Adopts the next Resolutions, in order, to:
 - a. Approve Plans and Specifications for Concrete Sidewalk Slicing, Bid No. 014-24; and
 - b. Approve the application of the C-61/D-6 – Limited Specialty/Concrete Related Services contractor's license and award the bid to the lowest responsive, responsible bidder, Trip Stop Sidewalk Repair, Inc., in the amount of \$490,000.

BACKGROUND:

The Concrete Sidewalk Slicing project encompasses concrete slicing with sidewalk uplifts from ½" -2" throughout El Cajon City limits and an opportunity for the City to renew the contract for up to four optional one-year terms. The bid was advertised on August 3, 2023, and the City received two bids on September 18, 2023; both responses were evaluated.

The bid specifications stated contractors shall have a current Class A – General Engineering or C-8 Concrete contractor's license issued by the Contractors State License Board of the State of California. Following the analysis of the bids, neither bidder possessed either of the above mentioned licenses but both did possess a C-61/D-6 – Limited Specialty/Concrete Related Services contractor's license. City staff concluded that the C-61/D-6 license is applicable to this service.

Staff recommends the City Council adopts resolutions to (1) approve the plans and specifications for the project, and (2) approve the C-61/D-6 – Limited Specialty/Concrete Related Services contractor's license and award the bid to the lowest responsive, responsible bidder, Trip Stop Sidewalk Repair, Inc., in the amount of \$490,000. The summary of bids is attached and complete proposals are on file in the Purchasing Division.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed Concrete Sidewalk Slicing project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) state CEQA Guidelines section 15301(c), because the project involves the repair, replacement and maintenance of public sidewalks.

FISCAL IMPACT:

The fiscal impact for the initial one-year term is \$490,000. Sufficient funds are available for this service in Fiscal Year 2023-24 Annual Budget Gas Tax St Mnt-Repairs & Maint (211500). Subsequent 4-year costs are estimated to total \$2,049,977. Funds for the renewal terms will be in accordance with the approved budget for each fiscal year.

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution - Plans & Specs

Resolution - Award

Bid Summary 014-24

RESOLUTION NO. __ -23

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR
CONCRETE SIDEWALK SLICING
(Bid No. 014-24)

WHEREAS, the Director of Public Works has submitted plans and specifications for the Concrete Slicing Services 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 OF THE CITY COUNCIL OF THE CITY OF EL CAJON
AWARDING BID FOR CONCRETE SIDEWALK SLICING
(Bid No. 014-24)

WHEREAS, Bid No. 012-24 was advertised on August 3, 2023, and two (2) responses were received and evaluated on September 18, 2023; and

WHEREAS, the bid specifications stated that contractors shall have a current Class A – General Engineering or C-8 concrete contractor's license; and

WHEREAS, neither responding contractor possesses the abovementioned licenses, however, each responding contractor possessed a C-61/D-6 – Limited Specialty/Concrete Related Services contractor's license, which City staff determined is applicable to this service; and

WHEREAS, after evaluation of the bids, staff recommends the City Council awards the bid to the lowest responsive, responsible bidder, Trip Stop Sidewalk Repair, Inc. ("Trip Stop"), in the amount of \$490,000.00 for an initial one-year term, with the option to renew for the contract for four (4) additional one-year periods; and

WHEREAS, sufficient funds for the Project are available for this service in Fiscal Year 2023-2024 Annual Budget Gas Tax Street Maintenance – Repairs & Maintenance (211500) in the amount of \$490,000.00, will be available in accordance with the approved budget for each fiscal year; and

WHEREAS, the Project is exempt from the California Environmental Quality Act ("CEQA") in accordance with sections 15301(c) of the State CEQA Guidelines; and

WHEREAS, the City Council believes it to be in the best interests of the City to approve the requested appropriation of \$490,000.00.00 to fund the Project.

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:

Trip Stop Sidewalk Repair, Inc.

In an amount not to exceed \$490,000.00

3. The City Council hereby authorizes the City Manager to execute a contract with Trip Stop Sidewalk Repair, Inc., (the "Contract") in amount not to exceed

\$490,000.00, for a term of one (1) year, but with any such changes as may be necessary and approved by the City Manager. The City Council further authorizes the City Manager to approve amendments to the Contract to allow not more than four (4) extensions, each of not one (1) year in length.

11/14/23 CC Agenda

Reso – Bid 014-24 – Concrete Sidewalk Slicing – (Trip Stop Sidewalk) 110723



City of El Cajon – Purchasing Division

BID EVALUATION

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

Bid No. 014-24	Bid Name: Concrete Sidewalk Slicing
Solicitation Due Date/Time: September 18, 2023/ 2:00 p.m.	Initial Date of Advertisement: August 3, 2023
Number of Responses Received: 2	Bid Estimate: \$600,000

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

Vendor	Vendor Type	Bid Amount	Format	Submit Date	Status
Trip Stop Sidewalk Repair Inc.		\$490,000.00	Electronic	09/18/2023 10:31:52 AM	Submitted
Southern California Precision Concrete Inc	CADIR	\$715,750.00	Electronic	09/13/2023 10:28:21 AM	Submitted

BID EVALUATION (TOP THREE LOWEST RESPONSES):

Bidder	Bid Responsiveness	Notes
Trip Stop Sidewalk Repair, Inc	Yes	
Southern California Precision Concrete, Inc.	Yes	

LEGAL REVIEW REQUIRED: YES NO **IF YES, DATE LEGAL REVIEW COMPLETED:** September 25, 2023

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: TRIP STOP SIDEWALK REPAIR, INC.,
\$490,000

PURCHASING DIVISION:

Review Completed By: Mara Romano

Date: October 25, 2023



City Council
Agenda Report

Agenda Item 10.

DATE: November 14, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Grant of Access Easement at Parkway Plaza, Appurtenant to City's Property Commonly Known as Forester Creek, for Construction, Maintenance, Repair and Operation

RECOMMENDATION:

That the City Council:

1. Accepts a Grant of Access Easement Located on Parkway Plaza Property; and
2. Authorizes the City Clerk to Record the Proposed Grant of Access Easement.

BACKGROUND:

Many of the City of El Cajon's concrete-lined channels and box culverts were constructed over fifty years ago and Forester Creek, specifically its area abutting Parkway Plaza, is no exception. To that end, the City's Public Works Department has upcoming maintenance projects requiring access to Forester Creek from the existing maintenance ramp on the southerly side of Parkway Plaza. Currently, the City has numerous easements in place located on Parkway Plaza but none that extend all the way to the maintenance ramp.

The Grant of Access Easement with ownership of Parkway Plaza proposed herewith would ultimately provide the City of El Cajon a legal instrument to access Forester Creek, located in a City-owned parcel, through the Parkway Plaza property.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to section 15301 of the state CEQA Guidelines because the access easement is an operational component of maintaining an existing public facility.

FISCAL IMPACT:

There is no fiscal impact associated with this grant of access easement.

Prepared By: Paul Romero, Associate Engineer

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Access Easement

**RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:**

City of El Cajon
200 Civic Center Way
El Cajon, California 92020
Attn: Director, Public Works

(Space above for County Recorder's Use Only)

Portions APN(s): 482-270-56-00

EXEMPT FROM RECORDING FEES PER GOVT CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

Grant of Access Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Star-West Parkway Mall, LP, a Delaware limited partnership ("**Grantor**") does hereby GRANT and CONVEY to the City of El Cajon ("**Grantee**"), and its contractors, employees, successors and assigns, with the right of full use thereof, an exclusive access easement ("**Access Easement**"), over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the city of El Cajon, County of San Diego, State of California, more particularly described in the legal descriptions attached hereto as EXHIBIT "A" and depicted or illustrated on the plat maps or drawings attached hereto as EXHIBIT "B" and incorporated herein by reference ("**Easement Area**"), Said Easement Area is appurtenant to Grantee's property immediately south of Grantor's real property, including the parcel commonly known as Forester Creek, and bearing Assessor's Parcel Number 482-270-28-00 ("**Forester Creek**"), and is for the purposes of all necessary and convenient activities associated with the construction, maintenance, repair, and operation of Grantee's facilities and improvements located on Grantee's property and such storm drain and wastewater facilities located now or in the future on the Grantee's property.

Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the Easement Area or which may interfere with Grantee's use of the Easement Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the Easement Area.

This Access Easement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter of this Access Easement, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

The covenants contained in this Instrument shall run with the land.

SIGNATURES ARE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on the date set forth below.

Dated: _____

GRANTOR:

Star-West Parkway Mall, LP,
a Delaware limited liability company.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

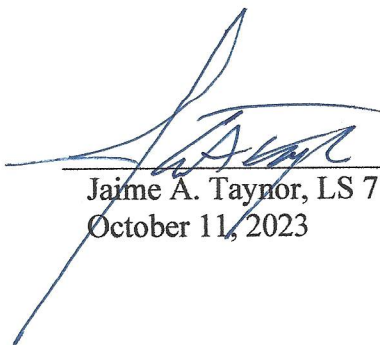
Exhibit "A"
LEGAL DESCRIPTION

Access Easement

All that portion of Parcel 4 of Parcel Map No. 15805, in the City of El Cajon, County of San Diego, State of California according to File No. 89-510291 filed in the office of the County Recorder of said San Diego County on September 21, 1989, being a strip of land, 20-feet in width, lying Northerly of the following described Southerly line:

Commencing at the Southwest Corner Parcel 8 of said Parcel Map 15805; thence along the Southerly line of said Parcel 8, North 84°40'47" East a distance of 183.07 feet to the beginning of a tangent curve concave Southerly having a radius of 820.00 feet to which a radial line bears North 05°19'13" West; thence continuing along the said Southerly line of Parcel 8, Easterly along the arc of said curve through a central angle of 03°41'06" an arc distance of 52.74 feet; thence; continuing along the said Southerly line of Parcel 8 tangent to said curve North 88°21'53" East a distance of 368.54 feet to the Southwest Corner of said Parcel 4; thence along the Southerly line of said Parcel 4, continuing North 88°21'53" East a distance of 365.41 feet; thence continuing along the said Southerly line of Parcel 4 North 88°26'42" East a distance of 5.81 feet to the **TRUE POINT OF BEGINNING**; thence continuing along the said Southerly line of Parcel 4 North 88°26'42" East a distance of 373.79 feet to the beginning of a tangent curve concave Northwesterly having a radius of 130.00 feet to which a radial line bears South 01°33'18" East; thence continuing along the said Southerly line of Parcel 4, Northeasterly along the arc of said curve through a central angle of 34°49'21" an arc distance of 79.01 feet to the beginning of a tangent reverse curve concave Southeasterly having a radius of 210.00 feet to which a radial line bears North 36°22'39" West; thence continuing along the said Southerly line of Parcel 4, Northeasterly along the arc of said curve through a central angle of 33°31'53" an arc distance of 122.90 feet; thence non-tangent to said curve continuing along the said Southerly line of Parcel 4, South 82°07'22" East a distance of 141.92 feet to the beginning of a non-tangent curve concave Northerly Southeasterly having a radius of 828.07 feet to which a radial line bears South 03°24'28" East; thence continuing along the said Southerly line of Parcel 4, Northeasterly along the arc of said curve through a central angle of 26°55'44" an arc distance of 389.19 feet to the **POINT OF TERMINUS**.

Said Access Easements contains 22,035.69 sq. ft. (0.5059 acres), more or less



 Jaime A. Taynor, LS 7130
 October 11, 2023



EXHIBIT "B"

LINE	BEARING	DISTANCE
L1	S 84°40'47" W	183.07'
L2	S 88°21'53" W	733.95'
L3	S 88°26'42" W	5.81'
L4	S 88°26'42" W	373.79'
L5	N 82°07'22" W	141.92'

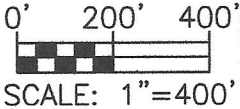
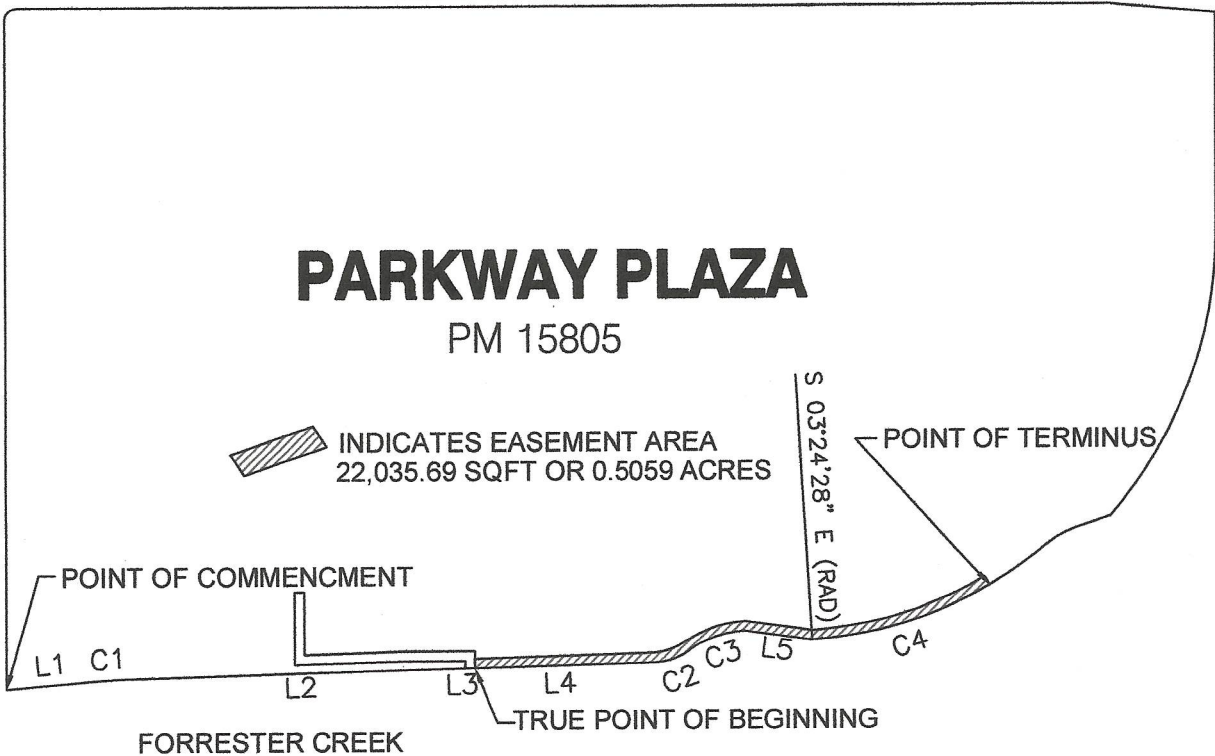
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH
C1	3°41'06"	820.00'	52.74'
C2	34°49'21"	130.00'	79.01'
C3	33°31'53"	210.00'	122.90'
C4	26°55'44"	828.07'	389.19'

FLETCHER PARKWAY

PARKWAY PLAZA

PM 15805

JOHNSON AVE.



CITY OF EL CAJON

ACCESS EASEMENT PARKWAY PLAZA

DRAWN BY: J TAYNOR	DATE: OCTOBER 11, 2023	PROJECT NO.
SCALE: 1"=400'	APN:	
SHEET 1 OF 1		

10/11/2023
DATE

JAIME A. TAYNOR LS 7130



City Council
Agenda Report

DATE: November 14, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Amendment to the 2023 Five-Year Program of Projects for the SANDAG Regional Transportation Improvement Program (RTIP No. 23-08)

RECOMMENDATION:

That the City Council:

1. Opens the Public Hearing and receives testimony;
2. Closes the Public Hearing; and
3. Adopts the next Resolution, in order, approving the amendment to the proposed 2023 five-year program of projects for the SANDAG Regional Transportation Improvement Program (RTIP No. 23-08).

BACKGROUND:

Local SANDAG TransNet regulations require the City to hold a public hearing regarding any proposed amendments to the Five Year Regional Transportation Improvement Program (RTIP). TransNet is the countywide half-cent sales tax for local transportation projects that was first approved by voters in 1988, and extended in 2004 for another 40 years. The current five-year 2023 RTIP was formally adopted by City Council on May 10, 2022. The RTIP is a prioritized capital improvement program designed to implement the region's overall strategy for providing mobility and improving the efficiency and safety of the City's transportation system. The City receives approximately \$3.5 million annually in TransNet funds for transportation capital improvement projects.

This proposed amendment includes the following changes to the existing RTIP programmed list of projects and the TransNet account in the City's financial accounting system:

1. Drawdown \$207,134.00 in available funds from the (EL03) Street Overlay account to close the Overlay 2020 (200020PWCP) project, providing for the re-paving of local and major streets within the City.
2. Reallocate \$12,149.00 (PW3687 and PW3720) of surplus funds from past fiscal year completed projects back into the (EL06) Traffic Signals account for current and new projects; and drawdown \$18,785.00 in available funds to close the traffic signal upgrades 2022 (223744PWCP) project, providing for the upgrade and modification of the City's traffic signal system to improve traffic flow and safety.

3. Reallocate \$17,648.00 (PW52020 and PW52021) of surplus funds from past fiscal year completed projects back into the (EL11) Sidewalk Improvement account for current and new projects, funding repairs to damaged sidewalks, and installing new sidewalks, curbs, and gutters at various locations throughout the City.
4. Drawdown \$56,212.00 in available funds from the (EL18) Street Light Improvements account to close the Street Light LED Retrofit (PW3658 and PW3718) projects; reallocating \$912.00 of surplus funds from the completed Repair and Replacement of Street Lights (PW3685) project back into the (EL18) Street Light Improvements account, providing for the upgrade and modification of the City's street light system to improve vehicle and pedestrian safety.
5. Drawdown \$237,656.00 in available funds from the (EL21) Street Resurfacing account to close the Slurry 2020 (PW51020) project, resurfacing and repairing (slurry seals) streets to prolong the life of existing pavement at various locations throughout the City.
6. Reallocate \$157,283.00 (PW3686) of surplus funds from past fiscal year completed projects back into the (EL29) Traffic Safety Calming account for current and new projects; and drawdown \$41,366.00 in available funds to close the Traffic Safety Calming 2021 (213719PWCP) project, providing for the installation of traffic safety calming devices to improve pedestrian and vehicle safety.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The 2023 RTIP program of projects is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), according to section 15301, Class 1(c) of the CEQA guidelines. Section 15301 contains an exemption for the maintenance of public roadways.

FISCAL IMPACT:

The proposed reallocation and drawdowns from the SANDAG TransNet funds to the aforementioned accounts does not impact any appropriations in the current Fiscal Year 23-24 budget, including the General Fund.

Prepared By: Mario Sanchez, City Engineer

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Draft Schedule A report

RESOLUTION OF THE CITY EL CAJON
ADOPTING/APPROVING AN AMENDMENT TO THE *TRANSNET*
LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS
FOR FISCAL YEARS 2023 THROUGH 2027

WHEREAS, on November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (*TransNet* Extension Ordinance); which has been amended from time to time in accordance with the applicable amendment requirements; and

WHEREAS, the *TransNet* Extension Ordinance provides that San Diego Association of Governments ("SANDAG"), acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (*TransNet*) funds; and

WHEREAS, the City of El Cajon was provided with an estimate of annual *TransNet* local street improvement revenues for fiscal years 2023 through 2027; and

WHEREAS, the City of El Cajon approved its 2023 *TransNet* Local Street Improvement Program of Projects (POP) on May 10, 2022 and the City of El Cajon desires to make adjustments to its Program of Projects; and

WHEREAS, the City of El Cajon has held a noticed public hearing with an agenda item that clearly identified the proposed amendment prior to approval of the projects by its authorized legislative body in accordance with Section 5(A) of the *TransNet* Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31; and

WHEREAS, City staff has recommended the proposed amendment to the RTIP, which does not impact any appropriations in the current Fiscal Year 23-24 budget including the General Funds, and includes the following changes to the scheduled list of projects:

- 1) Drawdown \$207,134.00 in available funds from the (EL03) Street Overlay account to close the Overlay 2020 (200020PWCP) project, providing for the re-paving of local and major streets within the City;
- 2) Reallocate \$12,149.00 (PW3687 and PW3720) of surplus funds from past fiscal year completed projects back into the (EL06) Traffic Signals account for current and new projects; and drawdown \$18,785.00 in available funds to close the traffic signal upgrades 2022 (223744PWCP) project, providing for the upgrade and modification of the City's traffic signal system to improve traffic flow and safety;
- 3) Reallocate \$17,648.00 (PW52020 and PW52021) of surplus funds from past fiscal year completed projects back into the (EL11) Sidewalk

Improvement account for current and new projects, funding repairs to damaged sidewalks, installing new sidewalks, curbs, and gutters at various locations throughout the City;

- 4) Drawdown \$56,212.00 in available funds from the (EL18) Street Light Improvements account to close the Street Light LED Retrofit (PW3658 and PW3718) projects; reallocating \$912.00 of surplus funds from the completed Repair and Replacement of Street Lights (PW3685) project back into the (EL18) Street Light Improvements account, providing for the upgrade and modification of the City's street light system to improve vehicle and pedestrian safety;.
- 5) Drawdown \$237,656.00 in available funds from the (EL21) Street Resurfacing account to close the Slurry 2020 (PW51020) project, resurfacing and repairing (slurry seals) streets to prolong the life of existing pavement at various locations throughout the City; and
- 6) Reallocate \$157,283.00 (PW3686) of surplus funds from past fiscal year completed projects back into the (EL29) Traffic Safety Calming account for current and new projects; and drawdown \$41,366.00 in available funds to close the Traffic Safety Calming 2021 (213719PWCP) project, providing for the installation of traffic safety calming devices to improve pedestrian and vehicle safety; and

WHEREAS, the 2023 RTIP program of projects is categorically exempt from the provisions of the California Environmental Quality Act ("CEQA"), according to section 15301, Class 1(c) of the CEQA guidelines, which contains an exemption for the maintenance of roadways.

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

1. That City of El Cajon requests that SANDAG make the changes in recitals (1) – (6), above, to its 2023 POP (the "Amendment") as programmed in the 2023 RTIP.
2. Pursuant to Section 2(C)(1) of the TransNet Extension Ordinance, the City of El Cajon certifies that no more than 30 percent of its annual revenues shall be spent on local street and road maintenance-related projects as a result of the Amendment.
3. Pursuant to Section 4(E)(3) of the TransNet Extension Ordinance, the City of El Cajon certifies that all new or changed projects, or major reconstruction projects included in the Amendment and funded by TransNet revenues shall accommodate travel by pedestrians and bicyclists, and that any exception to this requirement permitted under the Ordinance and proposed was clearly noticed as part of the City of El Cajon's public hearing process for the Amendment.

BE IT FURTHER RESOLVED that the City of El Cajon does hereby certify that all other applicable provisions of the *TransNet* Extension Ordinance and SANDAG Board Policy No. 31 have been met.

BE IT FURTHER RESOLVED that the City of El Cajon continues to agree to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to City of El Cajon's *TransNet* funded projects.

11/14/23 CC Agenda
Reso – 2023 RTIP Amendment-TransNet SANDAG 103123

DRAFT
CITY OF EL CAJON, CALIFORNIA
TransNet Extension Activities
 Schedule of Status of Funds by Project
 Year Ended June 30, 2023

SCHEDULE A

MPO ID	NEW CIP Number	OLD CIP Number	Project Name	Project Status July 1, 2022	Funds Received	Interest Income	Project Expenditures	City Adjustments	Project Status June 30, 2023	Notes
TransNet Extension:										
Local Street Improvements:										
Congestion Relief - Pass-Through:										
EL06	N/A	N/A	Regional Arterial Management Systems	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Congestion Relief - Pass-Through				-	-	-	-	-	-	
Congestion Relief:										
EL03	200020PWCP	PW50020	Overlay 2020	(198,981)	20,011.07	-	(28,163.84)	-	(207,134)	(a.)(d.)
EL03	203688PWCP	PW3688	Jamacha Road Safety Improvements	-	-	-	(13,233.42)	-	(13,233)	(a.)
EL03	203689PWCP	PW3689	Madison Avenue Safety Improvements	-	-	-	(2,382.26)	-	(2,382)	(a.)
EL03	223748PWCP	PW3748	Luke Lane Drainage Improvements	-	-	-	(2,636.86)	-	(2,637)	(a.)
Total EL03 Projects				(198,981)	20,011.07	-	(46,416)	-	(225,386)	
EL06	N/A	PW3687	Traffic Signal System Upgrades 2020	4,046	-	-	-	-	4,046	(b.)
EL06	203688PWCP	PW3688	Jamacha Road Safety Improvements	13,789	2,791.67	-	(4,166.44)	-	12,414	
EL06	203689PWCP	PW3689	Madison Avenue Safety Improvements	(2,525)	-	-	(261,942.41)	-	(264,467)	(a.)
EL06	203690PWCP	PW3690	El Cajon Transit Center Improvements	28,514	-	-	-	-	28,514	
EL06	203691PWCP	PW3691	Main/Green Street Gateway Improvements	6,000	-	-	-	-	6,000	
EL06	N/A	PW3720	Traffic Signal System Upgrades 2021	8,103	-	-	-	-	8,103	(c.)
EL06	223744PWCP	PW3744	Traffic Signal System Upgrades 2022	15,605	-	-	(34,390.00)	-	(18,785)	(a.)(d.)
EL06	200020PWCP	PW50020	Overlay 2020	38	-	-	-	-	38	
Total EL06 Projects				73,570	2,791.67	-	(300,498.85)	-	(224,137)	
EL18	N/A	PW3658	Street Light LED Retrofit Program 2019	(17,462)	-	-	-	-	(17,462)	(a.)(e.)
EL18	N/A	PW3685	Repair and Replacement of Street Light System	912	-	-	-	-	912	(b.)
EL18	203688PWCP	PW3688	Jamacha Road Safety Improvements	(34,810)	13,905.49	-	(4,166.51)	-	(25,071)	(a.)
EL18	203689PWCP	PW3689	Madison Avenue Safety Improvements	(39,267)	-	-	-	-	(39,267)	(a.)
EL18	N/A	PW3718	Street Light LED Retrofit Program 2021	(38,750)	-	-	-	-	(38,750)	(a.)(c.)
EL18	N/A	PW3743	Street Light LED Retrofit Program 2022	7,090	-	-	-	-	7,090	
Total EL18 Projects				(122,287)	13,905.49	-	(4,166.51)	-	(112,548)	
EL29	N/A	PW3686	Traffic Safety Calming 2020	157,283	-	-	-	-	157,283	(c.)
EL29	203689PWCP	PW3689	Madison Avenue Safety Improvements	-	100,152.10	-	(256,582.96)	-	(156,431)	(a.)
EL29	213719PWCP	PW3719	Traffic Safety Calming 2021	2,880	-	-	(44,246.24)	-	(41,366)	(a.)(c.)
EL29	223745PWCP	PW3745	Traffic Safety Calming 2022	-	-	-	(37,660.37)	-	(37,660)	(a.)
EL29	223755PWCP	PW3755	Pedestrian Safety Improvements	-	-	-	(2,080.95)	-	(2,081)	(a.)
EL29	233790PWCP	PW3790	Traffic Safety Calming 2023	-	-	-	(5,855.99)	-	(5,856)	(a.)
Total EL29 Projects				160,163	100,152.10	-	(346,426.51)	-	(86,111)	
Interest Income				6,849	-	-	-	-	6,849	
Total Congestion Relief				(80,686)	136,860.33	-	(697,508.25)	-	(641,334)	

(Continued)

DRAFT

SCHEDULE A

CITY OF EL CAJON, CALIFORNIA
TransNet Extension Activities
 Schedule of Status of Funds by Project (Continued)
 Year Ended June 30, 2023

MPO ID	CIP Number	CIP Number	Project Name	Project Status July 1, 2022	Funds Received	Interest Income	Project Expenditures	City Adjustments	Project Status June 30, 2023	Notes
Maintenance:										
EL11	203688PWCP	PW3688	Jamacha Road Safety Improvements	\$ (35,575)	-	\$ -	\$ (4,166.44)	\$ -	\$ (39,741)	(a.)
EL11	203689PWCP	PW3689	Madison Avenue Safety Improvements	(5,149)	-	-	-	-	(5,149)	(a.)
EL11	203690PWCP	PW3690	El Cajon Transit Center Improvements	41	14,828.67	-	(23,876.69)	-	(9,007)	(a.)
EL11	203691PWCP	PW3691	Main/Green Street Gateway Improvements	(2,425)	-	-	(2,515.00)	-	(4,940)	(a.)
EL11	N/A	PW52020	Concrete Grind 2020	8,842	-	-	-	-	8,842	(b.)
EL11	N/A	PW52021	Concrete Grind 2021	8,806	-	-	-	-	8,806	(b.)
EL11	222022PWCP	PW52022	Concrete Sidewalk Slicing	(24,505)	-	-	(24,645.96)	-	(49,151)	(a.)
EL11	N/A	PW53020	ADA Concrete Improvements 2020	(152,107)	-	-	-	-	(152,107)	(a.)
EL11	N/A	PW53021	ADA Concrete Improvements 2021	55	-	-	-	-	-55	
Total EL11 Projects				(202,017)	14,828.67	-	(55,204.09)	-	(242,392)	
EL21	N/A	PW51020	Slurry 2020	(237,656)	-	-	-	-	(237,656)	(a.)(e.)
EL21	N/A	PW51021	Slurry 2021	(111,736)	-	-	-	-	(111,736)	(a.)
EL21	233788PWCP	PW3788	Slurry 2022	-	774.00	-	(8,067.96)	-	(7,294)	(a.)
Total EL21 Projects				(349,392)	774.00	-	(8,067.96)	-	(356,686)	
Interest Income				2,936	-	-	-	-	2,936	
Total Maintenance				(548,473)	15,602.67	-	(63,272.05)	-	(596,142)	
Total Local Street improvements				(629,159)	152,463.00	-	(760,780.30)	-	(1,237,476)	
Smart Growth:										
EL40	SNDG5488	MG5488	El Cajon Transit Center Community Connection Improvements	(32,755)	14,194.26	-	(31,301.40)	-	(49,862)	(a.)
EL41	SNDG5489	MG5489	Main Street/Green Street Gateway	(74,356)	-	-	(10,466.17)	-	(84,822)	(a.)
Total Smart Growth				(107,111)	14,194.26	-	(41,767.57)	-	(134,684)	
Total <i>TransNet</i> Extension				(736,270)	166,657.26	-	(802,547.87)	-	(1,372,161)	
GASB 31 Market Value Adjustment				-	-	-	-	-	-	
Total <i>TransNet</i> Extension after GASB 31 Adjustment				\$ (736,270)	\$ 166,657.26	\$ -	\$ (802,547.87)	\$ -	\$ (1,372,161)	

Notes:

- (a) City will request funds during FY24.
- (b) Projects completed in Fiscal Year 2020-21. Remaining balances will be reprogrammed with Fiscal Year 2023-24 RTIP amendment in May 2024.
- (c) Projects completed in Fiscal Year 2021-22. Remaining balances will be reprogrammed with Fiscal Year 2023-24 RTIP amendment in May 2024.
- (d) Projects completed in Fiscal Year 2022-23. Remaining balances will be reprogrammed with Fiscal Year 2023-24 RTIP amendment in May 2024.



City Council Agenda Report

Agenda Item 12.

DATE: November 14, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Sheltering Service for Pets of Homeless Individuals

RECOMMENDATION:

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

BACKGROUND:

On September 26, 2023, Councilmembers Kendrick and Metschel introduced a proposal for the City Council to explore the feasibility of implementing a program that provides free sheltering for pets belonging to homeless individuals. In response to this proposal, the City Council directed staff to investigate an existing program operated by the San Diego Humane Society with the City of Carlsbad.

Summary of the Program

Staff acquired a copy of the agreement between the City of Carlsbad and the San Diego Humane Society (the Scope of Work is attached to this report). Key components of the agreement include:

- 1. Compensation:** The agreement specifies a maximum annual compensation amount with a rate schedule that outlines daily boarding costs and expenses for procedures such as intake vaccines and microchipping. The maximum amount in the agreement is \$29,825, but Carlsbad is billed for actual costs only when a homeless individual shelters their pet with the Humane Society. The City covers the entire cost of boarding and any required medical care. Assuming all services are needed, a 14-day stay for a pet would cost \$393, with life-saving medical care capped at \$2,500 per animal.
- 2. Duration of Stay:** The program permits up to 14 days of free sheltering.
- 3. Referral Procedure:** Eligibility for the program is approved by Carlsbad's staff to ensure that only individuals homeless in Carlsbad or those seeking assistance can participate.
- 4. Types of Animals:** The program accepts all legal pets, including dogs, cats, rabbits, birds, lizards, snakes, fish, and more.
- 5. Participation Consent:** Pet owners are required to sign a "Waiver, Release, Hold Harmless, and Agreement not to Sue" and adhere to program rules.

6. **Visitation:** Pet owners may visit their pets during specified hours. The Carlsbad agreement allows visits every day (except Mondays) from 10:00 AM to 4:00 PM.
7. **Exiting:** At the program's conclusion, the Humane Society is responsible for making good-faith efforts to contact the owner, with detailed procedures included in the agreement. If the animal is not retrieved, and the owner cannot be contacted, abandonment protocols are initiated.
8. **Reports:** The Humane Society provides a quarterly report to the City regarding program participation.

Options to Consider

Following a report of this analysis, the City Council may wish to direct staff to:

1. **Explore Alternative Sheltering Options:** Investigate other potential sheltering arrangements with alternative entities such as boarding facilities or animal volunteer groups.
2. **Negotiate with the Humane Society:** Initiate negotiations with the San Diego Humane Society to potentially establish a similar program in the City.
3. **No Further Action:** Choose not to proceed with the implementation of a pet sheltering program at this time.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

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

Prepared By: Graham Mitchell, City Manager

Reviewed By:

Approved By: N/A



City Council
Agenda Report

DATE: November 14, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Clay Schoen, Director of Finance
SUBJECT: Fiscal Year 2023-24 First Quarter Report

RECOMMENDATION:

That the City Council:

1. Increases or modifies Fiscal Year 2023-24 appropriations in the amount of \$7,050,000 for additional needs as detailed in the report;
2. Authorizes the proposed personnel changes detailed in the report; and
3. Authorizes the proposed capital expenditures detailed in the report.

BACKGROUND:

Fiscal Year 2022-23 Results

Preliminary results indicate Fiscal Year 2022-23 ended with total General Fund revenues of \$95.0 million. This amount exceeded the final budget by approximately \$4.9 million. However, this is \$1.0 million less than projected during the assembly of the Fiscal Year 2023-24 Annual Budget. This strong performance was led by Sales Tax, which delivered \$1.3 million more than anticipated in the original budget. (These totals do not include the adjustment for Unrealized Gains/Losses; this adjustment may have a material impact once recorded.)

For the same period, General Fund expenditures totaled \$93.3 million. This was \$5.6 million below budget, although \$1.3 million above amounts projected for the Fiscal Year 2023-2024 Annual Budget. The primary driver of this variance is the Public Works department, which ended the year \$2.2 million under its \$10.3 million budget.

As a result of this combined activity, the General Fund closed Fiscal Year 2022-23 with an increase to reserves of approximately \$1.7 million.

First Quarter Budget Adjustments

Sewer Master Plan Update (650720)

Periodic assessment of the City's Sewer Master Plan is necessary to stay current with system requirements and changes in technology. Staff recommends increasing Wastewater Enterprise Fund (650720) appropriations, from fund equity, by \$300,000 to complete an update to this plan.

Oakdale Alameda Gateway Beautification (233785PWCP)

As the Oakdale Alameda Gateway Beautification project progresses, the Public Works Department determined it would be beneficial to increase the project budget by \$750,000, from the use of TransNet (EL03) funding, for the purpose of including new sidewalks and paving. Approval of this action will also increase TransNet appropriations by the same amount.

Overlay 2023 (233786PWCP)

This project was originally adopted as part of the Fiscal Year 2022-2023 Annual Budget to support the systematic enhancement of streets throughout the City. This proposed action expands the original project from \$1,930,000 to \$6,930,000 through the use of \$5,000,000 of TransNet (EL03) funding. Approval of this action will also increase TransNet appropriations by the same amount.

Slurry 2022 (233788PWCP)

This action proposes the use of \$1,000,000 of TransNet (EL21) funding to increase the total project budget to \$2,000,000. This project is a critical part of the maintenance plan of City streets. Approval of this action will also increase TransNet appropriations by the same amount.

Personnel Adjustments

On October 24, 2023, the City Council approved the reclassification of a Parks and Recreation Manager to a Deputy Director of Parks and Recreation. Approval of this action amends the positions authorized in the Fiscal Year 2023-2024 Annual Budget to reflect the reclassification. This change does not represent an addition to staff, it does affect the salaries and wages budget for the remainder of the fiscal year. However, no additional appropriation is required at this time.

A series of engineering positions has been established to acknowledge career growth and advancement between engineering classifications. This engineering series will allow employees to progress between the classifications of Project Assistant, Assistant Engineer, and Associate Engineer as minimum qualifications and educational requirements are met. This acknowledgment does not affect the number of positions authorized, and does not require a change in appropriations.

Capital Authorization

Included with this report are two requests for capital purchases. Additional information for each item is included in the attached Capital Outlay Requests. These requests are for authorization of capital expenses only and does not require additional appropriations.

- Executime Software from Tyler Technologies. This \$35,351 (estimated) purchase would allow electronic submission for time and attendance for all employees and provide advanced scheduling capabilities for City departments.
- Sports Field Netting for Wells Park Mini-Pitch. This expenditure was included in the FY22-2023 budget. However, due to availability issues, the order was not committed within the approved fiscal year.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed fiscal activities are exempt from the California Environmental Quality Act (CEQA) in accordance with sections 15301 (existing facilities), and 15378(b)(2) and (5). The capital expenditures maintain existing public facilities and government administration, and appropriations and personnel adjustments are government activities with no direct or indirect physical change to the environment.

FISCAL IMPACT:

This action will authorize \$7,050,000 of additional Fiscal Year 2023-24 expenditures. The attached summary of budget amendments details the individual impacts by funding source.

Prepared By: Clay Schoen, Director of Finance

Reviewed By:

Approved By: Graham Mitchell, City Manager

Attachments

FY24 Q1 Summary of Budget Amendments

233785PWCP Revised Project Sheet

233786PWCP Revised Project Sheet

233788PWCP Revised Project Sheet

FIRST QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2023-24

Description	Funding Source	Type of Adjustment	Amount
Sewer Master Plan Update	Wastewater Enterprise Fund (650720)	Appropriation Increase	\$ 300,000
Oakdale Alameda Gateway Beautification (233785PWCP)	TransNet (512580/EL03)	Appropriation Increase	\$ 750,000
Overlay 2023 (233786PWCP)	TransNet (512580/EL03)	Appropriation Increase	\$ 5,000,000
Slurry 2022 (233788PWCP)	TransNet (512580/EL21)	Appropriation Increase	\$ 1,000,000

CAPITAL IMPROVEMENT PROJECT FISCAL YEAR 2023 - 2024

PROJECT NAME: OAKDALE ALAMEDA GATEWAY BEAUTIFICATION

ACTIVITY: 550590
PROJECT NO: 233785PWCP

Description:

The project limits are on Oakdale Avenue from approximately 665 feet west of Second Street to approximately 185 feet east of Second Street including the Oakdale Avenue/Second Street intersection. This is a primary entryway into the City due to its location immediately adjacent to the Second Street/Interstate 8 interchange. The project limits also include the conversion of an existing paved and unlit alleyway into a "green" alley that runs parallel to Second Street between Oakdale Avenue and Madison Avenue, and finally improvements along Walter Way which also runs parallel to Second Street between Madison Avenue and Main Street.

Justification:

The project will revitalize and beautify the existing City right-of-way by transforming them from inaccessible and deteriorating paved surfaces to vibrant, safe, and green spaces that foster accessible pedestrian connections – Alameda is where the community can enjoy culturally relevant art, shaded areas, and decorative safety and pedestrian scale lighting. The project is consistent with City Council Goals regarding beautification for entry ways to the City.

Scheduling:

Project will be completed by the end of 2024.

Operating Budget Impact:

Funding is provided from a Clean California Grant and ARPA funds.

	Original Project Budget	Current Project Budget	Proposed Project Amendment	Proposed Project Budget
Architectural Services (8315)	-	-	-	-
Consulting Services (8325)	885,000	885,000	-	885,000
Engineering Services (8335)	-	-	-	-
Engineering Services-Internal (8336)	80,000	80,000	-	80,000
Inspection Services-Internal (8337)	125,522	125,522	-	125,522
Legal Services (8345)	-	-	-	-
Other Prof/Tech Services (8395)	-	-	-	-
Internal Prof/Tech Services (8396)	-	-	-	-
Advertising (8522)	250	250	-	250
Janitorial Services (8544)	-	-	-	-
Permits & Fees (8560)	50	50	-	50
Printing & Binding (8570)	-	-	-	-
Furniture, Machinery & Equipment (9035)	-	-	-	-
Land Acquisition (9050)	-	-	-	-
Construction-Buildings (9060)	-	-	-	-
Infrastructure (9065)	702,178	5,702,178	750,000	6,452,178
Contingency (9060)	-	-	-	-
PROJECT COST TOTAL:	1,793,000	6,793,000	750,000	7,543,000

Source(s) of Funds:				
American Rescue Plan Act (ARPA10)	1,793,000	1,793,000	-	1,793,000
Clean California Grant	-	5,000,000	-	5,000,000
TransNet EL03			750,000	750,000
FUNDING TOTAL:	1,793,000	6,793,000	750,000	7,543,000

CAPITAL IMPROVEMENT PROJECT

FISCAL YEAR 2023 - 2024

PROJECT NAME: OVERLAY 2023

ACTIVITY: 550590
PROJECT NO: 233786PWCP

Description:

Provides for the reconstruction and/or resurfacing of several collectors and thoroughfares.

Justification:

Public Works systematically reviews the condition of streets in conjunction with the Pavement Management Program and recommends maintenance in a systematic manner. Preventative maintenance is the most cost-effective method of road surface management.

Scheduling:

Design will be completed by the end of 2023 with construction scheduled for the spring of 2024.

Operating Budget Impact:

Anticipated reduction in maintenance costs. Reimbursement of engineering services will reduce General Fund support for project-related expenses.

	Original Project Budget	Current Project Budget	Proposed Project Amendment	Proposed Project Budget
Architectural Services (8315)	-	-	-	-
Consulting Services (8325)	-	-	-	-
Engineering Services (8335)	-	-	-	-
Engineering Services-Internal (8336)	100,000	-	-	100,000
Inspection Services-Internal (8337)	100,000	-	-	100,000
Legal Services (8345)	-	-	-	-
Other Prof/Tech Services (8395)	75,000	-	-	75,000
Advertising (8522)	450	-	-	450
Janitorial Services (8544)	-	-	-	-
Permits & Fees (8560)	50	-	-	50
Printing & Binding (8570)	-	-	-	-
Furniture, Machinery & Equipment (9035)	-	-	-	-
Land Improvements (9055)	-	-	-	-
Construction-Buildings (9060)	-	-	-	-
Infrastructure (9065)	1,654,500	-	5,000,000	6,654,500
Contingency (9060)	-	-	-	-
PROJECT COST TOTAL:	1,930,000	-	5,000,000	6,930,000

Source(s) of Funds:				
Road Maintenance and Rehabilitation Account	1,650,000	-	-	1,650,000
Street Specific Obligation (Waste Management)	280,000	-	-	280,000
TransNet EL03	-	-	5,000,000	5,000,000
FUNDING TOTAL:	1,930,000	-	5,000,000	6,930,000

CAPITAL IMPROVEMENT PROJECT

FISCAL YEAR 2023 - 2024

PROJECT NAME: SLURRY 2022

ACTIVITY: 550590
PROJECT NO: 233788PWCP

Description:

Provides for the resurfacing of various thoroughfare, collector, and local streets using slurry seals. This project also includes the resurfacing of City-owned parking lots.

Justification:

Public Works systematically reviews the condition of streets in conjunction with the Pavement Management Program and recommends maintenance in a systematic manner. Preventative maintenance is the most cost-effective method of road surface management.

Scheduling:

Design will be completed in the fall of 2023 with construction scheduled for the spring of 2024.

Operating Budget Impact:

Reduced maintenance costs and reimbursement of engineering services will reduce General Fund support for project-related expenses.

	Original Project Budget	Current Project Budget	Proposed Project Amendment	Proposed Project Budget
Architectural Services (8315)	-			-
Consulting Services (8325)	-			-
Engineering Services (8335)	-			-
Engineering Services-Internal (8336)	50,000			50,000
Inspection Services-Internal (8337)	50,000			50,000
Legal Services (8345)	-			-
Other Prof/Tech Services (8395)	24,450			24,450
Advertising (8522)	500			500
Janitorial Services (8544)	-			-
Permits & Fees (8560)	50			50
Printing & Binding (8570)	-			-
Furniture, Machinery & Equipment (9035)	-			-
Land Improvements (9055)	-			-
Construction-Buildings (9060)	-			-
Infrastructure (9065)	875,000		1,000,000	1,875,000
Contingency (9060)	-			-
PROJECT COST TOTAL:	1,000,000	-	1,000,000	2,000,000

Source(s) of Funds:				
Road Maintenance and Rehabilitation Account	500,000			500,000
TransNet (EL21)	250,000		1,000,000	1,250,000
General Fund	250,000			250,000
FUNDING TOTAL:	1,000,000	-	1,000,000	2,000,000



City Council
Agenda Report

DATE: November 14, 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. This City Administrative Activity is not a project and therefore not subject to CEQA.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

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

October 20, 2023 – Women in Leadership Luncheon
October 25, 2023 – SANDAG Budget Briefing
October 26, 2023 – Remember Us The Holocaust Exhibit Tour
October 27, 2023 – SANDAG Board of Directors Meeting
October 27, 2023 – Neighborhood Healthcare Ribbon Cutting
November 4, 2023 – 37th Annual Grossmont Hospital Foundation Gala
November 4, 2023 – San Diego Rescue Mission Graduation
November 11, 2023 – Veteran of the Year Event
November 14, 2023 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Bill Wells, Mayor



City Council
Agenda Report

DATE: November 14, 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:

- October 25, 2023 - Emails with MTS CEO re: Arnele Station
- October 27, 2023 - Emails with Peter L re: Luke Lane
- October 27, 2023 - Attend Neighborhood Health Care Ribbon Cutting
- October 28, 2023 - Attend FD PD Octoberstache event
- November 2, 2023 - Attend MTS Exec Comm Mtg
- November 3, 2023 - Phone Call with AWP GM re: 11/13 Mtg
- November 4, 2023 - Attend Grossmont Hospital Foundation Gala
- November 7, 2023 - Meeting With Chris Berg re: AWP projects
- November 7, 2023 - Emails with Asst City Mgr re: AB711
- November 7, 2023 - Emails with SANDAG staff re: Military Working Group Mtgs
- November 7, 2023 - Emails with Dick N. re: street resurfacing schedule
- November 8, 2023 - Emails with SD County staff re: health permits
- November 9, 2023 - Attend MTS Board Mtg & Site Visits
- November 11, 2023 - Speak at Veterans' Day event
- November 13, 2023 - Meeting with City Mgr re: Agenda
- November 13, 2023 - Attend East County AWP Board Mtg

November 14, 2023 - Attend AGC Awards Luncheon
November 14, 2023 - Attend City Council Meeting(s)

I am available to answer questions.

Submitted By: Steve Goble, Deputy Mayor



City Council
Agenda Report

DATE: November 14, 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:

November 2, 2023 – Metro JPA Commission Meeting
November 11, 2023 – Veteran of the Year Event
November 14, 2023 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Gary Kendrick, Councilmember



City Council
Agenda Report

Agenda Item 17.

DATE: November 14, 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:

October 25, 2023 – Harry Griffen Regional Park JPA Special Meeting
November 6, 2023 – Roundtable with Assemblywoman Dr. Akilah Weber
November 11, 2023 – Veteran of the Year Event
November 14, 2023 – AGC Build Awards
November 14, 2023 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Michelle Metschel, Councilmember



City Council
Agenda Report

Agenda Item 18.

DATE: November 14, 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:

October 20, 2023 – Judge Costume Contest at HauntFest

November 6, 2023 – Roundtable with Assemblywoman Dr. Akilah Weber

November 11, 2023 – Veteran of the Year Event

November 14, 2023 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Phil Ortiz, Councilmember
