



City Council Participation



Time and Location

2nd and 4th Tuesday of each month. 3:00 PM

Council Chambers
200 Civic Center Way
El Cajon, CA 92020



Watch Online

elcajon.gov/videostreaming
or Facebook Live (comments are not monitored)



In-Person Comments

Members of the public may address the City Council/Agency Members on any item listed on the agenda, or on matters which are not listed on the agenda but are within the subject matter jurisdiction of the City Council, Housing Authority and Successor Agency to the El Cajon Redevelopment Agency.

Public comments are limited to three (3) minutes per person, per agenda item.
[CLICK HERE](#) for additional instruction on in-person comments.



Written Comments

Comments must be emailed to acortez@elcajon.gov or mailed to the City Clerk at 200 Civic Center Way, El Cajon, CA 92020 and received by 4:00 pm the day prior to the City Council meeting for prompt distribution. Written public comments will be recorded in the public record and will be provided to the City Council in advance of the meeting for review.



Listening Devices and other Accommodations

ALDs are available from the City Clerk's office. As required by the Americans with Disabilities Act (ADA), requests for reasonable accommodations to facilitate meeting participation will be provided, please contact the City Clerk's office at least two (2) working days prior to the meeting at 619.441.1763.



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

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda

JULY 23, 2024, 3:00 p.m.

Bill Wells, Mayor

Steve Goble, Councilmember

Gary Kendrick, Councilmember

Michelle Metschel, Councilmember

Phil Ortiz, Deputy Mayor

Graham Mitchell, City Manager

Vince DiMaggio, Assistant City Manager

Morgan Foley, City Attorney

Angela Cortez, City Clerk

CALL TO ORDER: Mayor Bill Wells

ROLL CALL: City Clerk Angela Cortez

PLEDGE OF ALLEGIANCE TO THE FLAG AND MOMENT OF SILENCE

POSTINGS: The City Clerk posted Orders of Adjournment of the July 9, 2024, Meeting and the Agenda of the July 23, 2024, Meetings in accordance to State Law and City Council/Housing Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

- Certificate of Appreciation for Town Hall Attendees
- June Bloom of El Cajon
- Heartland Fire & Rescue's - "Dog Days of Summer"

AGENDA CHANGES:

CONSENT ITEMS:

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

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

RECOMMENDATION:

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the July 9, 2024, 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. Continuation of Emergency for Storm Damage Repairs to Public Facilities

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, proclaiming the Continuation of Emergency for Storm Damage Repairs to Public Facilities.

5. Continuation of Emergency for Sewer System Repairs

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, proclaiming the Continuation of Emergency for Sewer System Repairs.

6. 2023 State Homeland Security Grant Program Funding

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, authorizing the City Manager or designee to accept, appropriate, and expend the FY 2023 State Homeland Security Grant (SHSG23) funds in the amount of \$60,910, and to execute any grant documents and agreements necessary for the receipt and use of these funds.

7. 2023 Urban Area Security Initiative Grant Funding

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, authorizing the City Manager or designee to accept, appropriate, and expend the FY2023 Urban Area Security Initiative Grant (UASI23) funding in the amount of \$52,153, and execute any grant documents and agreements necessary for the receipt and use of these funds.

8. Subdivision Agreement for Public/Private Improvements and Final Map No. 2023-0009 for Tentative Subdivision Map (TSM) No. 2021-0007; 1369 East Main Street; Engineering Job No. 3818

RECOMMENDATION:

That the City Council:

1. Approves the Subdivision Agreements for Public/Private Improvements for Final Map (No. 2023-0009), 1369 East Main Street, Engineering Job No. 3818;
2. Authorizes the City Manager to execute the agreements and related documentation; and
3. Authorizes the City Clerk to release bonds after completion of improvements.

PUBLIC COMMENT:

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

WRITTEN COMMUNICATIONS:

PUBLIC HEARINGS:

ADMINISTRATIVE REPORTS:

9. "No Panhandling" Signs - Re-Design and Locations

RECOMMENDATION:

That the City Council provides direction to staff on re-design options and locations for "No Panhandling" signs.

10. Update on Homeless Programs and Services

RECOMMENDATION:

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

11. All-Way Stop Sign Request on Greenfield Drive at Camillo Way

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to establish permanent all-way stop signs on Greenfield Drive at the intersection with Camillo Way.

12. Sign Ordinance

RECOMMENDATION:

That the City Council discusses the City's Sign Ordinance and either:

1. Accepts the information provided in the report and takes no further action; or
2. Provides alternative policy direction to staff.

COMMISSION REPORTS:

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS

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

13. Council Activity Report

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

14. **COUNCILMEMBER STEVE GOBLE**

MTS (Metropolitan Transit System Board); East County Advanced Water Purification Joint Powers Authority Board; Chamber of Commerce – Government Affairs Committee; SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – Alternate.

15. **COUNCILMEMBER GARY KENDRICK**

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

16. **COUNCILMEMBER MICHELLE METSCHEL**

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

17. **DEPUTY MAYOR 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 Adjourned Regular Joint Meeting of the El Cajon City Council/El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 23rd day of July 2024, is adjourned to Tuesday, July 23, 2024, at 7:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: July 23, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Angela Cortez, City Clerk

SUBJECT: Minutes of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Meeting

RECOMMENDATION:

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the July 9, 2024, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

07-09-24DRAFT minutes - 3PM

JOINT MEETING OF THE EL CAJON CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY



MINUTES

CITY OF EL CAJON EL CAJON, CALIFORNIA

July 9, 2024

A Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, July 9, 2024, was called to order by Mayor/Chair Bill Wells at 3:00 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

ROLL CALL

Council/Agencymembers present:
Council/Agencymembers absent:
Deputy Mayor/Vice Chair present:
Mayor/Chair present:
Other Officers present:

Kendrick, Metschel, and Goble
None
Ortiz
Wells
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 Wesley Ortiz and MOMENT OF SILENCE.

POSTINGS: The City Clerk posted Orders of Adjournment of the June 25, 2024, meeting and the Agenda of the July 9, 2024, meeting in accordance with State Law and El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

PRESENTATIONS:

City Manager Mitchell announced that Director of Parks & Recreation, Frank Carson would be leaving the City of El Cajon. The City Council thanked Mr. Carson for an excellent performance as the Parks & Recreation Director.

- Proclamation: Parks & Recreation Month

AGENDA CHANGES: None

CONSENT ITEMS: (1 – 11)

MOTION BY WELLS, SECOND BY METSCHEL, to APPROVE Consent Items 1 to 11.

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 June 25, 2024, 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. Continuation of Emergency for Storm Damage Repairs to Public Facilities

Adopt Resolution No. 102-24 proclaiming the Continuation of Emergency for Storm Damage Repairs to Public Facilities.

5. Continuation of Emergency for Sewer System Repairs

Adopt Resolution No. 103-24 proclaiming the Continuation of Emergency for Sewer System Repairs.

CONSENT ITEMS: (Continued)

6. Fifth Amendment to National Pollutant Discharge Elimination System San Diego Regional Stormwater Copermittees Memorandum of Understanding (MOU)

Approve the Fifth Amendment to the National Pollutant Discharge Elimination System (NPDES), San Diego Regional Stormwater Copermittees Memorandum of Understanding (MOU), and authorizes the City Manager to execute the amendment on behalf of the City.

7. FY 2024-25 California Department of Alcoholic Beverage Control Alcohol Policing Partnership (ABC-APP) Grant

Adopt Resolution No. 104-24 authorizing the City Manager or designee to accept, appropriate, and expend the grant in the amount of \$70,000 from the California Department of Alcoholic Beverage Control Alcohol Policing Partnership (ABC-APP) and to execute any grant documents and agreements necessary for the receipt and use of these funds.

8. Time Extension of Tentative Parcel Map (TPM No. 2021-0003), Honey Hill Road, 1.8 Acre Residential Property

Grant a one-year time extension for Tentative Parcel Map No. 2021-0003 (1454 Honey Hill Road) and sets the expiration date to be June 20, 2025, in accordance with El Cajon Municipal Code section 16.24.020.

9. FY25 California Highway Patrol - Cannabis Tax Fund Grant Program (CTFGP) Award

1. Authorize the City Manager, or designee, to accept the FY25 California Highway Patrol - Cannabis Tax Fund Grant Program (CTFGP) Award in the amount of \$68,524.50 and to execute any grant documents and agreements necessary for the receipt and use of these funds; and
2. Appropriate \$68,524.50 of the FY25 California Highway Patrol - Cannabis Tax Fund Grant Program (CTFGP) Award to be allocated as follows:
 - Procure one SoToxa Mobile Test System in an amount not to exceed \$14,000, and one Light Tower Trailer in an amount not to exceed \$20,000, to be used during traffic enforcement details including DUI/DL Checkpoints and DUI Saturation patrols; and
 - Fund \$34,524.50 in overtime costs associated with operating (4) DUI Saturation patrol enforcement details and (2) DUI/DL Checkpoints.

CONSENT ITEMS: (Continued)

10. 2023 Operation Stonegarden Grant (OPSG) - Funded by the Office of Homeland Security
 1. Authorize the City Manager or designee to accept the 2023 Operation Stonegarden Grant (OPSG) in the amount of \$230,333, and to execute any grant documents and agreements necessary for the receipt and use of these funds; and
 2. Appropriate funding in the amount of \$230,333 to reimburse the El Cajon Police Department for overtime (\$138,392), fringe benefits (\$5,527), mileage (\$6,081), and equipment costs (\$80,333) while participating in OPSG coordinated operations.

11. ARPA Budget Adjustments

Accept the proposed ARPA adjustments to:

1. Re-allocate \$299,997 from ARPA-Economic Development (ARP08) to ARPA-Cybersecurity (ARP02);
2. Appropriate an additional \$67,000 of ARPA-Recreation Center Upgrades (ARP06) to increase the Recreation Center Upgrades project (223752PWCP) budget;
3. Cancel and de-appropriate Solar PV and Battery Storage Improvements #1 (213740PWCP) and Solar PV and Battery Storage Improvements #2 (223753PWCP) projects;
4. Re-allocate \$3.0 million from ARPA-Solar PV & Battery (ARP07) to ARPA-Public Safety & Public Works Vehicles (ARP23); and
5. Re-allocate the remaining \$752,463 from ARPA-Solar PV & Battery (ARP07) to ARPA-Economic Development (ARP08).

PUBLIC COMMENT:

Billie Sangster, representing the Council for Youth Empowerment, Miss El Cajon, announced her retirement from the organization, and introduced Julie Goble as the new Executive Director. Ms. Sangster also introduced Jr. Teen Miss El Cajon, Serenity Kennel and Miss El Cajon, Katie Reyno.

Brenda Hammond shared that she enjoys the summer concert series in the City.

WRITTEN COMMUNICATIONS: None

PUBLIC HEARINGS:

12. City of El Cajon Annual Sewer Charges Report for Fiscal Year 2024-2025

RECOMMENDATION:

That the City Council:

1. Opens the Public Hearing and receives testimony;
2. Closes the Public Hearing;
3. Determines if a majority protest has been received; and (if not)
4. Adopts the next Resolution, in order, to:
 - Determine the lack of majority protest;
 - Overrule objections to the report;
 - Accept the City of El Cajon Annual Sewer Charges Fiscal Year 2024-2025 Report;
 - Accept Appendix B, which identifies by parcel number, each parcel of real property receiving sewer services, and the amount of sewer charges for each parcel for Fiscal Year 2024-2025 at the currently adopted rates, as required by the California Health and Safety Code section 5473, et seq., pertaining to collection of sewer charges on the tax roll; Direct the City Clerk to file the reports with the San Diego County Auditor; and
 - Direct the Finance Department to file a certification of the sewer service charges with the San Diego County Auditor.

DISCUSSION

Associate Engineer, Blake Behringer, provided detailed information of the Item.

Mayor Wells opened the Public Hearing.

No public comment was received for the Item.

Councilmember Goble pointed out that there have been no rate increases for sewer services in the last year.

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

MOTION CARRIED BY UNANIMOUS VOTE.

PUBLIC HEARINGS: (Item 12 – Continued)

MOTION BY GOBLE, SECOND BY ORTIZ, to ADOPT Resolution No. 105-24 to: Determine the lack of majority protest; Overrule objections to the report; Accept the City of El Cajon Annual Sewer Charges Fiscal Year 2024-2025 Report; Accept Appendix B, which identifies by parcel number, each parcel of real property receiving sewer services, and the amount of sewer charges for each parcel for Fiscal Year 2024-2025 at the currently adopted rates, as required by the California Health and Safety Code section 5473, et seq., pertaining to collection of sewer charges on the tax roll; Direct the City Clerk to file the reports with the San Diego County Auditor; and Direct the Finance Department to file a certification of the sewer service charges with the San Diego County Auditor.

MOTION CARRIED BY UNANIMOUS VOTE.

13. Issuance of Tax-Exempt Revenue Bonds for La Maestra Family Clinic, Inc. by the California Municipal Finance Authority

RECOMMENDATION:

That the City Council:

1. Conducts the Tax and Equity Fiscal Responsibilities Act ("TEFRA") public hearing in consideration of the issuance of tax-exempt revenue bond financing by the California Municipal Finance Authority for the benefit of La Maestra Family Clinic, Inc., to provide for the acquisition and renovation of several buildings at 1242-1248 East Main Street, El Cajon, California, for the development of a new health clinic; and
2. Adopts the next Resolution, in order, approving the issuance of Bonds by the California Municipal Finance Authority not to exceed \$15,000,000 for the benefit of La Maestra Family Clinic, Inc., to provide for the acquisition and renovation of several buildings at 1242-1248 East Main Street, El Cajon, California, for the development of a new healthcare clinic.

DISCUSSION

City Attorney Foley announced that he would recuse himself from the Item, due to a conflict of interest, as his law firm represents La Maestra Family Clinic.

Housing Manager, Jose Dorado, provided detailed information of the Item and introduced California Municipal Finance Authority's Financial Advisor, Jarod Suzuki, La Maestra's CFO, Jeffrey Neumann, and La Maestra's Director of Financial Management, Elena Akins.

PUBLIC HEARINGS: (Item 13 – Continued)

Mayor Wells opened the Public Hearing.

No public comment was received for the Item.

Discussion ensued between the City Council and La Maestra’s representatives regarding protection for tax payers and no-interest financing options.

MOTION BY ORTIZ, SECOND BY GOBLE, to ADOPT Resolution No. 106-24 to approve the issuance of Bonds by the California Municipal Finance Authority not to exceed \$15,000,000 for the benefit of La Maestra Family Clinic, Inc., to provide for the acquisition and renovation of several buildings at 1242-1248 East Main Street, El Cajon, California, for the development of a new healthcare clinic.

MOTION CARRIED BY UNANIMOUS VOTE.

ADMINISTRATIVE REPORTS:

14. El Cajon Parkway Plaza Reimagined Market Analysis

RECOMMENDATION:

That the City Council receives the report, shares feedback, and provides direction on possible next steps.

DISCUSSION

City Manager Mitchell provided detailed information of the Item, and he introduced Rob Hunden, President and CEO, and Lexi Cuff, Project Manager of the Hunden Partners.

No public comment was received for the Item.

Discussion ensued among Council and Staff and the Hunden Partner’s representatives, concerning the following:

- Assessment of market and opportunities for the City;
- Interest for additional retail stores at Parkway Plaza;
- Outdoor space opportunities;
- Short term lease options;
- Consideration of Condominiums and Town Homes in the Parkway Plaza space;
- Incentives for retailers;
- Incentives for land owners; and
- Benefit of property having plenty of parking spaces.

No Motion was required for the Item.

ADMINISTRATIVE REPORTS: (Continued)

*Recess called at 4:50 p.m.
Meeting called back to order at 4:55 p.m.*

15. City Council Action Plan (2024) Update

RECOMMENDATION:

That the City Council receives the update report regarding the City Council Action Plan (2024)

DISCUSSION

City Manager Mitchell provided detailed information of the Item.

No public comment was received for the Item.

No Motion was required for the Item.

COMMISSION REPORTS: None

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:

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

16. Council Activities Report/Comments

Report as submitted.

ACTIVITIES REPORTS OF COUNCILMEMBERS:

17. COUNCILMEMBER STEVE GOBLE

MTS (Metropolitan Transit System Board); East County Advanced Water Purification Joint Powers Authority Board; Chamber of Commerce – Government Affairs Committee; SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – Alternate.

Council Activities Report/Comments.

In addition to the Report as submitted, Councilmember Goble provided an update on the ‘Copper Line’ MTS trolley line, and he praised the Police and Fire Departments for their continued excellent service to the community.

ACTIVITIES REPORTS OF COUNCILMEMBERS: (Continued)

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

Council Activities Report/Comments.

Report as submitted.

19. 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.

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

Council Activities Report/Comments.

In addition to the Report as submitted, Deputy Mayor Ortiz stated that he attended the East County Development Council meeting on July 9, 2024.

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 Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 9th day of July, 2024, at 5:03 p.m., to Tuesday, July 23, 2024, at 3:00 p.m.

ANGELA L. CORTEZ, CMC
City Clerk/Secretary

DRAFT



City Council
Agenda Report

DATE: July 23, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Continuation of Emergency for Storm Damage Repairs to Public Facilities

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, proclaiming the Continuation of Emergency for Storm Damage Repairs to Public Facilities.

BACKGROUND:

This report provides an update on the Emergency Storm Damage Repairs to public facilities incurred by our City due to recent storms. On February 15, 2024, the City Manager declared an emergency for immediate repairs to protect surrounding property, maintain the integrity of critical stormwater infrastructure, and preserve life and safety. On February 27, 2024, the City Council ratified the City Manager's Declaration and established a Declaration of Emergency with Resolution No. 021-24. The following is an overview of actions taken and next steps:

Stormwater Channels - COMPLETED

On March 27, 2024, Jimenez Inc. dba MJC Construction (MJC Construction) completed the concrete channel bottom and wall repairs on the County Channel and Forester Creek. The repairs included water diversion and the removal and replacement of steel-reinforced concrete. The initial anticipated cost estimate for repairs was \$200,000. With all the work completed, the final amount was \$150,000.

Collapsed Trees - COMPLETED

West Coast Arborist completed the removal of a collapsed tree on Avocado Avenue and a tree obstructing the natural storm channel along the east side of Avocado Avenue. The estimated cost for removal is \$10,000, with the final cost being \$11,281.25.

Slope Erosion - IN PROCESS

On March 12, 2024, Kleinfelder, a geotechnical engineering company, visited the site to observe the slide area. The geologist completed the geologic mapping of the western slope of Avocado Avenue north of Skywood Drive and provided preliminary recommendations on addressing the slope erosion. The recommendations included methods to mitigate the existing slope erosion, including digging back the upper ten feet of the slope to a shallower gradient, removing overhangs and vertical slope sections, and installing a catchment structure along the slope toe to impede or slow any failed material. Staff coordinated the work to remove immediate hazards with contractors experienced with slope remediation techniques.

Montano Pipeline completed the work associated with the upper slope area (digging back to a shallower gradient) on April 30, 2024. The approximate cost for this work is \$262,656. Kleinfelder is performing the catchment structure design. A sonic core drilling subcontractor performed work on May 15 and 16, 2024. The data generated from the sonic core drilling subcontractor will allow Kleinfelder to specify the type, length, and spacing/layout of the rock anchors for the rock netting mitigation system. Geotechnical engineering work is estimated to cost \$225,000. Once the design of the catchment structure is completed, Montano Pipeline will provide the installation cost for approval.

A professional Land Surveying consultant marked the City of El Cajon's slope-and-drainage easement, recorded in 1973, and confirmed the jurisdictional boundaries. The #2 southbound lane of Avocado Avenue remains closed to traffic. Initially, there were some assumptions that several private property owners had liability in the slope failure. However, after further investigation, it is apparent that the City will bear responsibility for repair and mitigation measures. Surveying work is estimated to cost \$15,000.

Wells Park Baseball Dugouts - IN PROCESS

The Wells Park dugout roofs on the baseball fields collapsed during the storm due to heavy rain and moisture. Staff coordinated the structural design and replacement of both structures with MJC Construction. The contractor completed the demolition of both structures. Both structures will be pushed out to avoid new conflicts with an existing water line. The estimated cost to replace both structures at the new location is \$50,000.

On March 12, 2024, City staff attended a mandatory meeting regarding authorized California Disaster Assistance Act (CDAA) funding for San Diego County for the January 2024 Winter Storm to help impacted communities recover from the event. City staff submitted the necessary documentation to apply for reimbursement utilizing the CDAA Program. If it is determined that our emergency expenditures are eligible costs, Cal OES will reimburse the City for up to 75% of eligible repair work costs related to this emergency.

In June 2024, the City received three letters of approval from Cal OES, approving the 75% reimbursement for the completed work on the stormwater channels, collapsed trees, the purchase of sand/sandbags, and an administration allowance. Staff will submit the pending reimbursement requests after the slope and dugout repair work is completed.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Emergency repairs to publicly-owned service facilities necessary to maintain service essential to the public health, safety, or general welfare are exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15269(b) (Emergency Projects) of the State CEQA Guidelines

FISCAL IMPACT:

Sufficient funds are available in the Fiscal Year 2024-25 budget in Wastewater Maintenance (650720) for the remaining anticipated repair costs of \$500,000.

The expected total cost for this emergency is approximately \$950,000.

Prepared By: Yazmin Arellano, Director of Public Works

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. ____-24

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL CAJON PROCLAIMING THE
CONTINUATION OF EMERGENCY FOR STORM DAMAGE REPAIRS

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

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

WHEREAS, after the discovery of storm-caused damage in three (3) locations in Forester Creek and damage at another location of a storm drain channel north of Johnson Avenue (the "County Channel"); fallen and damaged trees on, and erosion on the western slope of, Avocado Avenue, north of Skywood Drive (adjoining City limits to the west); and later discovered collapsed dugout roofs at the Wells Park baseball fields, the City Manager declared an emergency on February 15, 2024; and

WHEREAS, while the repairs to the County Channel, the removal of fallen and damaged trees on Avocado Avenue, and the repairs to the channel bottom of Forester Creek have been completed, replacement of the collapsed dugout roofs at the Wells Park baseball fields and repairs to the slope erosion to the western slope of Avocado Avenue remain ongoing, and it is necessary for the City Council to again ratify the City Manager's proclamation of emergency on February 15, 2024, as ratified by the City Council on February 27, 2024, by Resolution No. 021-24; on March 12, 2024, by Resolution No. 024-24; on March 26, 2024, by Resolution No. 030-24; on April 9, 2024, by Resolution No. 035-24; on April 23, 2024, by Resolution No. 037-24; on May 14, 2024, by Resolution No. 046-24; on May 28, 2024, by Resolution No. 070-24; on June 11, 2024, by Resolution No. 080-24; on June 25, 2024 by Resolution No. 089-24; and on July 9, 2024 by Resolution No. 102-24.

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

1. That the foregoing recitals are true and correct, and are the findings of the City Council.
2. That in adopting Resolution No. 021-24, the City Council approved an exemption from further environmental review under section 15269(b) (Emergency Projects) of California Environmental Quality Act ("CEQA") Guidelines, and authorized staff to file a notice of exemption for this emergency project.
3. That the City Council hereby proclaims the continuation of the local emergency for storm damage repairs.

4. That the City Manager, or such person designated by the City Manager, is authorized and directed to apply for, and execute such documents required to establish eligibility to, reimbursement of storm repair work in accordance with such state and federal disaster relief programs established to assist local governments following the January 2024 Winter Storm, including, but not limited to, the California Disaster Assistance Act through the Governor's Office of Emergency Services.

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

07/23/24 CC Agenda

Reso - Proclaiming Emergency Continuation #10 for Storm Damage Repairs 071024



City Council Agenda Report

Agenda Item 5.

DATE: July 23, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Dave Richards, Interim Director of Public Works - Operations
SUBJECT: Continuation of Emergency for Sewer System Repairs

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, proclaiming the Continuation of Emergency for Sewer System Repairs.

BACKGROUND:

This report provides an update on the Emergency Sewer System Repairs of the sewer pipe running north up Graves Avenue from Beech Street to Lloyd Street, passing under Interstate 8. On May 29, 2024, the City Manager declared an emergency, recognizing the potential public health and environmental impacts, risks to existing utilities and infrastructure, private property, and potential impacts on freeway travel. On June 11, 2024, the City Council ratified the City Manager's declaration and established a Declaration of Emergency with Resolution No. 087-24. On June 25, 2024, the City Council proclaimed the continuation of emergency repairs to the sewer system with Resolution No. 093-24.

The following is an overview of actions taken and next steps:

City staff immediately contracted with A1 Total Service Plumbing (A1) upon the Declaration of Emergency. The A1's assessment determined that the top portion of the pipe's liner had failed, causing the liner to fold inward and reduce the pipe's capacity by over 80%. The recommended repair method was to use a robotic cutter to remove the failed liner and replace it with a new one. During the liner removal operation, A1's equipment was compromised by a partial collapse of pipe and soil on the northern portion of the pipe closer to Lloyd Street, impeding the rehabilitation of the existing sewer pipeline. A1's approximate cost is \$1,060,000, and it includes around-the-clock sewer bypass operations until June 29, 2024.

Staff coordinated with Caltrans, Ardurra Engineering, and Rove Engineering Construction Company (Rove) the installation of a parallel sewer pipeline across Interstate 8. Ardurra Engineering's support services proposal is \$65,000, and Rove's proposal is \$1,972,491 to bore a steel-encased sewer pipeline within Caltrans right of way and provide 24-hour sewer and stormwater bypass services. The work is estimated to be completed in August 2024. Staff notified residents adjoining the construction areas.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Emergency repairs to publicly-owned service facilities necessary to maintain service essential to the public health, safety, or general welfare are exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15269(b) (Emergency Projects) of the State CEQA Guidelines.

FISCAL IMPACT:

Sufficient funds are available in the Fiscal Year 2024-25 budget in Wastewater Maintenance (650720) for the remaining anticipated repair costs of \$2,550,000.

The expected total cost for this emergency is approximately \$3,610,000.

Prepared By: Yazmin Arellano, Engineering Services Department Director

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

Attachments

Resloution

RESOLUTION NO. __-24

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL CAJON PROCLAIMING THE
CONTINUATION OF EMERGENCY FOR SEWER SYSTEM REPAIRS

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

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

WHEREAS, in response to a sewer monitoring alarm on Monday, May 27, 2024, City staff immediately contacted A1 Total Service Plumbing ("A1") to assess the damage, and it was determined that the sewer pipe running north up Graves Avenue from Beech Street to Lloyd Street, passing under Interstate 8, had failed; and

WHEREAS, recognizing the potential health and environmental impacts, the City Manager declared an emergency on May 29, 2024; and

WHEREAS, staff contracted with A1 upon the Declaration of Emergency, and A1's assessment determined that the top portion of the pipe's liner had failed, causing the liner to fold inward and reduce the pipe's capacity by over eighty percent (80%); and

WHEREAS, the recommended repair method was to use a robotic cutter to remove the failed liner and replace it with a new one; however, during the liner removal operation, A1's equipment was compromised by a partial collapse of pipe and soil on the northern portion of the pipe closer to Lloyd Street, impeding the rehabilitation of the existing sewer pipeline; and

WHEREAS, A1's approximate cost is \$1,060,000, which includes around-the-clock sewer bypass operations to replace the damaged pipeline until June 29, 2024; and

WHEREAS, staff coordinated with California Department of Transportation ("Caltrans"), Ardurra Engineering ("Ardurra"), and Rove Engineering Construction Company ("Rove") for the installation of a parallel sewer pipeline across Interstate 8 to replace the damaged pipeline; and

WHEREAS, Ardurra submitted a proposal in the sum of \$65,000 for support services; and

WHEREAS, Rove submitted a proposal in the sum of \$1,972,491 to bore a steel-encased sewer pipeline within Caltrans' right-of-way, replacing the damaged pipeline and restoring 24-hour sewer and stormwater bypass services; and

WHEREAS, while the repairs remain ongoing, it is necessary for the City Council to again ratify the City Manager's proclamation of emergency on May 29, 2024, as ratified by the City Council on June 11, 2024, by Resolution No. 087-24; on June 25, 2024, by Resolution No. 093-24; and on July 9, 2024 by Resolution No. 103-24.

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

1. That the foregoing recitals are true and correct, and are the findings of the City Council.
2. That in adopting Resolution No. 087-24, the City Council approved an exemption from further environmental review under section 15269(b) (Emergency Projects) of California Environmental Quality Act ("CEQA") Guidelines, and authorized staff to file a notice of exemption for this emergency project.
3. That during the existence of said local emergency, the powers, functions, and duties of the Director of Emergency Services and the Disaster Council of this City shall be those prescribed by state law, ordinances, and resolutions of this City and by the City of El Cajon Emergency Plan.
4. That the City Manager, or such person designated by the City Manager, is authorized and directed to apply for, and execute such documents required to establish necessary and continuing repairs of the City's sewer system.
5. That the local emergency shall be deemed to continue to exist until termination is proclaimed by the City Council of the City of El Cajon.



City Council
Agenda Report

DATE: July 23, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Bent Koch, Fire Chief
SUBJECT: 2023 State Homeland Security Grant Program Funding

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, authorizing the City Manager or designee to accept, appropriate, and expend the FY 2023 State Homeland Security Grant (SHSG23) funds in the amount of \$60,910, and to execute any grant documents and agreements necessary for the receipt and use of these funds.

BACKGROUND:

Since the terrorist attacks of September 11, 2001, there has been a heightened concern over the potential for an act of terrorism to occur again within the borders of the United States. The Federal Government, through the Department of Homeland Security, has provided communities throughout the country with hundreds of millions of dollars for the fight against terrorism.

The FY 2023 State Homeland Security grant funding will be utilized by both the Police and Fire Departments. The Police Department will receive \$19,557 in funding to purchase a throwing tactile mobile robot and ballistic helmets. The Fire Department will receive \$41,353 to purchase mobile radios and external microphones. Actual items may change if modification is requested by the departments and approved by the granting agency.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This action is exempt from the California Environmental Quality Act ("CEQA"). The activities to be funded by the State Homeland Security Grant Program do not constitute a project pursuant to State CEQA Guidelines section 15378(b)(2) on the basis that this action will result in the purchase of supplies for public safety activities.

FISCAL IMPACT:

The 2023 State Homeland Security Grant (SHSG23) will provide \$60,910, and will not impact the General Fund. No matching funds are required for this grant. These funds will be used by the Police and Fire Departments for the projects listed above or as modified in the grant workbook and approved by the granting agency.

Prepared By: Heather Moore Sheppard, Sr. Management Analyst

Reviewed By: Bent Koch, Fire Chief

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

FY23 SHSGP Award Letter

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL CAJON AUTHORIZING THE ACCEPTANCE OF THE
FY23 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP)
GRANT OF \$60,910 FOR TERRORISM PREPAREDNESS

WHEREAS, since the terrorist attacks of September 11, 2001, there has been a heightened concern over the potential for an act of terrorism to occur again within the borders of the United States, and the federal government, through the Department of Homeland Security (the "Department"), has provided communities throughout the Country with hundreds of millions of dollars for the fight against terrorism; and

WHEREAS, the Department's FY 2023 State Homeland Security Grant Program ("SHSGP") will provide a total of \$60,910 in funds, which will be utilized by both the City of El Cajon Police and Fire Departments as follows: (1) the Police Department will receive \$19,557 in funding to purchase a throwing tactile mobile robot and ballistic helmets; and (2) the Fire Department will receive \$41,353 to purchase mobile radios and external microphones; and

WHEREAS, the activities to be funded by the SHSGP do not constitute a project pursuant to California Environmental Quality Act ("CEQA") Guidelines section 15378(b)(2) and are exempt as this will result in the purchase of supplies for public safety activities.

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 activities to be funded by the SHSGP do not constitute a project pursuant to CEQA Guidelines section 15378(b)(2) and are exempt as this will result in the purchase of supplies for public safety activities.

Section 3. The City Council hereby authorizes the acceptance and appropriation of the SHSGP funds from the Department in the amount of \$60,910, generally for the purposes set forth herein, provided, however, that the City Manager, or such person designated by the City Manager, is allowed to modify the specific use of SHSGP funds, with the approval of the Department.

Section 4. The City Council hereby further authorizes the City Manager, or such person designated by the City Manager, to execute any grant documents and agreements necessary for the receipt and use of these funds on behalf of the City of El Cajon, with such changes as may be approved by the City Manager, or such person designated by the City Manager, and to take all actions and to execute all documents necessary or appropriate to carry out the terms of the SHSGP grant.



County of San Diego Office of Emergency Services
5580 Overland Ave., Suite 100
San Diego, CA 92123 -1251
Phone: (858) 565-3490 Fax: (858) 565-3499
Email: oes@sdcounty.ca.gov



June 10, 2024

City of El Cajon
8054 Allison Ave
La Mesa, CA 91942

SUBJECT: NOTIFICATION OF FEDERAL FUNDING AWARD
FY 2023 Homeland Security Grant Program (HSGP)
Subaward #2023-0042, Cal OES ID #073-00000

The purpose of this letter is to notify you that the County of San Diego Office of Emergency Services has approved your **FY2023 SHSP** award in the amount of **\$60,910** as listed below:

Subrecipient Name:	City of El Cajon
Subrecipient UEI:	GUANBKQWK6J3
Federal Award ID (FAIN)	EMW-2023-SS-00042
Subaward Period of Performance:	09/01/23 to 05/31/25
Subrecipient Award Amount:	\$60,910
Federal Award Project Description:	Implementation of homeland security management grant to support state, local, tribal and territorial efforts to prevent terrorism and other catastrophic events.
Federal Awarding Agency:	US Department of Homeland Security
CFDA Number:	97.067/Homeland Security Grant Program
Research & Development Award (Y/N):	No
Indirect Cost Rate:	N/A
Match Requirement:	N/A

This grant award is subject to all provisions of Uniform Guidance (2 CFR Part 200), which can be accessed at www.ecfr.gov. Non-federal entities that expend \$750,000 or more annually in Federal Awards must have a Single Audit performed each year. Please forward a copy of your most current Single Audit report to the contact below.

Subrecipients are to comply with all applicable federal, state, and local Environmental Planning and Historic Preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center projects, projects requiring EHP review, and Noncompetitive Procurement requests require additional approvals. Subrecipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this Grant Subaward. Subrecipients are also required to obtain a Performance Bond prior to the purchase of any equipment item over \$250,000, including any Aviation or Watercraft financed with Homeland Security dollars. Performance Bonds must be submitted to the contact below no later than the time of reimbursement.

Please complete and return the attached OES Grant Management Assessment Questionnaire, 2023 Grant Assurances and Signature Authorization Form, current Procurement Policies and Salvage Guidelines. A hard copy of the Grant Assurances and Signature Authorization Forms must be mailed.



County of San Diego Office of Emergency Services
5580 Overland Ave., Suite 100
San Diego, CA 92123 -1251
Phone: (858) 565-3490 Fax: (858) 565-3499
Email: oes@sdcounty.ca.gov



Your performance period ends May 31, 2025. Please submit your reimbursement requests no later than June 30, 2025.

For further assistance, please contact Stephanie Han at (619) 708-1824, Stephanie.Han@sdcounty.ca.gov or Nancy Lopez at (619) 508-2013, Nancy.Lopez1@sdcounty.ca.gov.

Sincerely,

Martin.Kurian@s
dcounty.ca.gov

Digitally signed by
Martin.Kurian@sdcounty.ca.gov
Date: 2024.06.10 11:42:52
-07'00'

Martin Kurian, Departmental Budget Manager
County of San Diego, Office of Emergency Services

Attachments: OES Grant Management Assessment Questionnaire
2023 Grant Assurances
SHSP 2023 Approved FMFW



City Council
Agenda Report

DATE: July 23, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Bent Koch, Fire Chief
SUBJECT: 2023 Urban Area Security Initiative Grant Funding

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, authorizing the City Manager or designee to accept, appropriate, and expend the FY2023 Urban Area Security Initiative Grant (UASI23) funding in the amount of \$52,153, and execute any grant documents and agreements necessary for the receipt and use of these funds.

BACKGROUND:

Since the terrorist attacks of September 11, 2001, there continues to be a heightened concern over the potential for an act of terrorism to occur again within the borders of the United States. The Federal Government, through the Department of Homeland Security, has provided communities throughout the country with hundreds of millions of dollars for the fight against terrorism. The FY2023 State Homeland Security Grant - Urban Area Security Initiative (UASI) Program Funding will be utilized by the Fire Department. The Fire Department will receive \$52,153, which will be used for UASI-sponsored regional training expenditures.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The approval of the Urban Area Security Initiative (UASI) Grant funds for Fire Department training activities is not subject to the California Environmental Quality Act ("CEQA") because it does not constitute a project. Pursuant to State CEQA Guidelines section 15378(b)(2), it is a continuing administrative activity of government that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT:

The 2023 Urban Area Security Initiative Grant (UASI23) will provide \$52,153, and will not impact the City's General Fund. No matching funds are required for this grant. These grant funds will be used solely by the Fire Department for the projects listed above or as modified in the approved grant workbook.

Prepared By: Heather Moore Sheppard, Sr. Management Analyst

Reviewed By: Bent Koch, Fire Chief

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

FY23 UASI Award Letter

RESOLUTION NO. _-24

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL CAJON AUTHORIZING THE ACCEPTANCE OF
THE FY23 STATE HOMELAND SECURITY GRANT –
URBAN AREA SECURITY INITIATIVE (UASI) GRANT
IN THE AMOUNT OF \$52,153 TO FUND TRAINING FOR
THE CITY OF EL CAJON FIRE DEPARTMENT

WHEREAS, since the terrorist attacks of September 11, 2001, there continues to be a heightened concern over the potential for an act of terrorism to occur again within the borders of the United States, and the federal government, through the Department of Homeland Security (the "Department"), has provided communities throughout the Country with hundreds of millions of dollars for the fight against terrorism; and

WHEREAS, the City of El Cajon (the "City") has been awarded the FY2023 State Homeland Security Grant Urban Area Security Initiative ("UASI") grant funding in the sum of \$52,153, which will be utilized by the Fire Department for tuition and staffing costs for selected UASI sponsored training and exercises for fire personnel; and

WHEREAS, the City Council has determined that it is in the best interests of the City to be a recipient of the designated grant funds; and

WHEREAS, approval of the UASI grant funding for Fire Department training activities is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(2) because it does not constitute a project, and is a continuing administrative activity of government that will not result in direct or indirect physical changes in the environment.

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. Pursuant to CEQA Guidelines section 15378(b)(2), approval of the UASI grant funding for training activities is exempt because it does not constitute a project, and is a continuing administrative activity of government that will not result in direct or indirect physical changes in the environment.

Section 3. The City Council hereby authorizes the acceptance and appropriation of the UASI funds from the Department in the amount of \$52,153, generally for the purposes set forth herein, provided, however, that the City Manager, or such person designated by the City Manager, is allowed to modify the specific use of UASI funds, with the approval of the Department.

Section 4. The City Council hereby further authorizes the City Manager, or such person designated by the City Manager, to execute any grant documents and agreements

necessary for the receipt and use of these funds on behalf of the City of El Cajon, with such changes as may be approved by the City Manager, or such person designated by the City Manager, and to take all actions and to execute all documents necessary or appropriate to carry out the terms of the UASI grant.

07/23/24 CC Agenda
Reso – FY23 UASI Grant 071224

May 14, 2024

Graham Mitchell
City Manager, City of El Cajon
200 Civic Center Way
El Cajon, CA 92020

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL

FY 2023 Homeland Security Grant Program

Grant# 2023-0042 Cal OES ID# 073-66000

Subrecipient Performance Period: September 1, 2023 to December 15, 2025

Subrecipient:

The San Diego Office of Emergency Services (SD OES) has approved your FY23 Urban Area Security Initiative (UASI) award.

Activities:	Amount:	Reimbursement Claim Due Date:
All Projects	\$52,153	
Project 025 Goal 3 Training ¹	\$52,153	December 15, 2025

¹ Training funds are limited to approved courses (see Attachment A).

During the application process, the UASI Advisory Group vetted, and the Urban Area Working Group (UAWG) approved your project(s). Throughout the grant cycle, SD OES will use performance milestones set in the Homeland Security Grant Program (HSGP) application as indicators of performance and this information may be used in assessing future competitive grant applications. All activities funded with this award must be completed within the subrecipient performance period.

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, projects requiring EHP review, federal schedule and sole source procurement requests, regardless of dollar amount, require prior approval from SD OES and the California Governor’s Office of Emergency Services (Cal OES). Subrecipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Subrecipients are required to obtain a performance bond for any equipment item over \$250,000 or any vehicle, aircraft, or watercraft that has been paid with HSGP funds prior to receiving the final product(s). Performance bonds must be submitted to your

May 14, 2024

Page 2

UASI Program Representative no later than the time of reimbursement.

All non-RFP/competitive procurements will require a pre-procurement review by SD OES to ensure compliance. This includes inadequate competition scenarios, Federal Award Schedules (GSA), joint procurement endeavors, piggy-backing arrangements, cooperative agreements and non-competitive agreements. Additionally, Cal OES prior approval is required for all HSGP-funded noncompetitive procurements of training, regardless of the dollar amount, per GMM 2017-01-A.

Following acceptance of this award, you must sign and return the SD OES Memorandum of Understanding (MOU) as well as the Cal OES standard assurances. Once your completed MOU and standard assurances are signed and received by SD OES, you may request reimbursement of eligible grant expenditures.

Your agency must coordinate with SD OES to prepare and submit quarterly projections and milestone reporting via email so that SD OES can comply with the Bi-Annual Strategic Implementation Reports (BSIR) for the duration of the grant period or until you complete all activities, and the grant is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

This grant is subject to all provisions of 2 CFR Part 200. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to SD OES within 30 days upon receipt of an invoice from SD OES.

Your dated signature is required on this letter. Please sign and return the original to your UASI Program Representative at 9601 Ridgehaven Court, San Diego CA 92123 within 20 days of receipt and keep a copy for your files.

For further assistance, please feel free to contact your SD OES UASI Program Representative at (619) 533-6758.

Sincerely,



Megan Beall
Program Manager
City of San Diego Office of Emergency Services

Graham Mitchell
City Manager, City of El Cajon

Date



City Council Agenda Report

Agenda Item 8.

DATE: July 23, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Yazmin Arellano, Director of Public of Works

SUBJECT: Subdivision Agreement for Public/Private Improvements and Final Map No. 2023-0009 for Tentative Subdivision Map (TSM) No. 2021-0007; 1369 East Main Street; Engineering Job No. 3818

RECOMMENDATION:

That the City Council:

1. Approves the Subdivision Agreements for Public/Private Improvements for Final Map (No. 2023-0009), 1369 East Main Street, Engineering Job No. 3818;
2. Authorizes the City Manager to execute the agreements and related documentation; and
3. Authorizes the City Clerk to release bonds after completion of improvements.

BACKGROUND:

On November 8, 2022, the City Council conditionally approved Tentative Subdivision Map No. 2021-0007 to develop 29 new condominium town homes. The project is located at 1369 East Main Street, which Melody Lane bounds at the southern end of the subdivision. This project is a home ownership market-rate development, and grading operations are underway.

The subdivision agreement guarantees that all conditions have been satisfied. All fees and securities have been paid; therefore, the Final Map is ready to be recorded.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Final Map No. 2023-0009 is exempt from the California Environmental Quality Act ("CEQA") in accordance with section 15332 (In-fill Development Projects). The following measuring criteria for a Class 32 exemption apply: the project is consistent with the General Plan designation; the project is within city limits on a site less than five acres, surrounded by substantial urban uses; the project site has no value as natural habitat; approval would not result in significant effects related to traffic, noise, air, or water quality; and, required utilities can adequately serve the site. Therefore, Section 15332 is an appropriate exemption for this project.

FISCAL IMPACT:

None. All costs are paid by the developer.

Prepared By: Mario Sanchez, City Engineer

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Subdivision Agreement (Private)
Performance Bond (Private)
Labor and Material Bond (Private)
Lot Staking Bond (Private)
Subdivision Agreement (Public)
Performance Bond (Public)
Labor and Material Bond (Public)
Grant Deed
Final Map

SUBDIVISION AGREEMENT

(Private Improvements)

(1369 E. Main Street)

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

WHEREAS, Developer, pursuant to the provisions of the Subdivision Map Act of the State of California and Title 16 of the El Cajon Municipal Code, contemplates the filing of Tentative Subdivision Map 2021-0007 ("TSM 2021-0007") prior to the completion of certain private improvements as shown on the official plans, specifications and detailed drawings on file with the City Engineer of City (the "Improvements"); and

WHEREAS, the conditions of TSM 2021-0007 also require the Principal to complete the Improvements prior to map approval, but further provides that if the Principal will build the residential units contemplated by TSM 2021-0007 in phases the Principal can also obtain map approval prior to completion of the Improvements if it secures the construction of the Improvements by furnishing a bond providing for the faithful performance in completing the Improvements, with an acceptable guarantee of completion of the Improvements; and

WHEREAS, the City Engineer has estimated the cost of said Improvements to be the sum of NINE HUNDRED THIRTY THOUSAND SEVEN HUNDRED FOUR DOLLARS AND NO CENTS (\$930,704.00); and

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

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

1. That in consideration of the approval of said TSM 2021-0007 prior to the completion of the Improvements for said project, Developer hereby covenants and agrees to install and construct the said Improvements in accordance with the official plans, and that said Improvements shall be completed within two (2) years from the date of the recording of the subdivision map by the County Recorder of the County of San Diego.

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

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

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

- a. \$ 5,000.00 for Lot Staking

- b. \$ -0- for installation of Underground Utilities

- c. \$ -0- for any deposits or bonds identified in the Resolution approving this project not otherwise in this Agreement.

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

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

Tentative Subdivision Map No. 2021-0007
1369 East Main Street
(Private Improvements)
(continued)

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

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

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

Date: _____

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

By _____
Bill Wells, Mayor

CITY VENTURES HOMEBUILDING, LLC,
a Delaware limited liability company

By: CITY VENTURES COMMUNITIES, LLC,
a Delaware limited liability company,
Its: Sole Member

By Michelle Thrakulchavee
~~Scott Holman, Chief Financial Officer~~
Michelle Thrakulchavee, Authorized Signatory

ATTEST:

By _____
Angela L. Cortez, CMC, City Clerk

APPROVED AS TO FORM:

By _____
Morgan L. Foley, City Attorney

ACKNOWLEDGMENT

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

State of California
County of Orange)

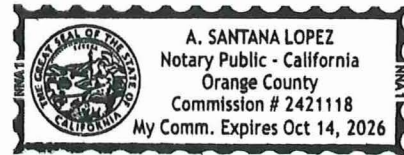
On November 30, 2023 before me, A Santana Lopez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) SS:
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

PERFORMANCE BOND
(Private Improvements)
(1369 E. Main Street)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon, and CITY VENTURES HOMEBUILDING, LLC, a Delaware limited liability company, hereinafter designated as "Principal," have entered into an agreement whereby Principal agrees to install and complete certain private improvements, which said agreement, identified as Subdivision Agreement, Tentative Subdivision Map No. 2021-0007, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we, CITY VENTURES HOMEBUILDING, LLC, a Delaware limited liability company, as Principal, and HARCO NATIONAL INSURANCE COMPANY, AN ILLINOIS CORPORATION, as Surety, are held and firmly bound unto the CITY OF EL CAJON, CALIFORNIA, hereinafter called "Owner", in the penal sum of NINE HUNDRED THIRTY THOUSAND SEVEN HUNDRED FOUR DOLLARS AND NO CENTS (\$930,704.00), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

Performance Bond (Private Improvements)
Tentative Subdivision Map No. 2021-0007
1369 East Main Street
(continued)

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden Principal and Surety, and have set their names, titles, and signatures hereon this 29TH day of NOVEMBER, 2023.

PRINCIPAL

CITY VENTURES HOMEBUILDING, LLC,
a Delaware limited liability company

By: CITY VENTURES COMMUNITIES, LLC
a Delaware limited liability company,
Its: Sole Member

Michelle Thrakulchavee
By: Scott Homan, Chief Financial Officer
Michelle Thrakulchavee, Authorized Signatory

3121 Michelson Drive #150
Street Address

Irvine, CA 92612
City, State and Zip Code

(949) 258-7555
Telephone

SURETY

HARCO NATIONAL INSURANCE COMPANY
AN ILLINOIS CORPORATION

Name & Title
By: [Signature]
Name & Title SARAH CAMPBELL
ATTORNEY-IN-FACT

N/A
By: N/A

Name & Title
2400 E. KATELLA, SUITE 250
Street Address

ANAHEIM, CA 92806
City, State and Zip Code

(657) 304-2593
Telephone

NOTARY ACKNOWLEDGMENTS OF PRINCIPAL AND SURETY MUST BE ATTACHED.

ACKNOWLEDGMENT

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

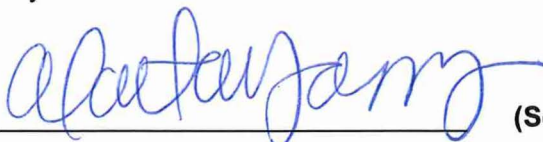
State of California
County of Orange)

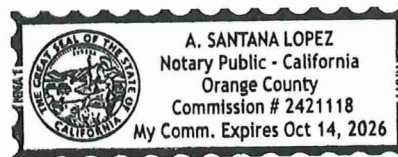
On November 30, 2023 before me, A Santana Lopez, Notary Public
(insert name and title of the officer)

personally appeared Michelle Thrakulchavee,
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)



SEE ATTACHED SURETY ACKNOWLEDGMENT

ALL PURPOSE ACKNOWLEDGMENT

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

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

ALL PURPOSE ACKNOWLEDGMENT

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

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 LOS ANGELES }

NOV 29 2023

On _____ before me, RHONDA LARSON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared SARAH CAMPBELL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is/~~is/~~ subscribed to the within instrument and acknowledged to me that ~~he/she/it~~ executed the same in ~~his/her/its~~ authorized capacity , and that by ~~his/her/its~~ signature on the instrument the person , or the entity upon behalf of which the person 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.

[Handwritten Signature]

Signature _____
Signature of Notary Public
RHONDA LARSON, NOTARY PUBLIC

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer is Representing: _____

POWER OF ATTORNEY

Bond # 0843822

**HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

D. GARCIA, SHAWNDRAE N. JOHNSTON, TIMOTHY J. NOONAN, SANDRA CORONA, ETHAN SPECTOR, JENNIFER G. OCHS, SARAH CAMPBELL, JANINA MONROE, MARINA TAPIA, KD WAPATO, EDWARD C. SPECTOR, ERIN BROWN, SIMONE GERHARD, RACHEL A. MULLEN, B. ALEMAN

Los Angeles, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

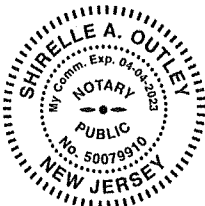
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, NOVEMBER 29, 2023

Irene Martins, Assistant Secretary

LABOR AND MATERIAL BOND
(Private Improvements)
(1369 E. Main Street)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon, and CITY VENTURES HOMEBUILDING, LLC, a Delaware limited liability company, hereinafter designated as "Principal," have entered into an agreement whereby Principal agrees to install and complete certain private improvements, which said agreement, identified as Subdivision Agreement, Tentative Subdivision Map No. 2021-0007, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we, CITY VENTURES HOMEBUILDING, LLC, a Delaware limited liability company, as Principal, and HARCO NATIONAL INSURANCE COMPANY, AN ILLINOIS CORPORATION, as Surety, are held and firmly bound unto the CITY OF EL CAJON and all contractors, subcontractors, laborers, and other persons employed in the performance of the aforesaid agreement, and referred to in the aforesaid Civil Code, in the penal sum of FOUR HUNDRED SIXTY-FIVE THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS AND NO CENTS (\$465,352.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in any judgment rendered.

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

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

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

Labor and Material Bond (Private Improvements)
Tentative Subdivision Map No. 2021-0007
1369 East Main Street
(continued)

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden Principal and Surety, and have set their names, titles, and signatures hereon this 29TH day of NOVEMBER, 2023.

PRINCIPAL

CITY VENTURES HOMEBUILDING, LLC,
a Delaware limited liability company

By: CITY VENTURES COMMUNITIES, LLC
a Delaware limited liability company,
Its: Sole Member

Michelle Thrakulchaves
By: ~~Scott Homan, Chief Financial Officer~~
Michelle Thrakulchaves, Authorized Signatory

3121 Michelson Drive #150
Street Address

Irvine, CA 92612
City, State and Zip Code

(949) 258-7555
Telephone

SURETY

HARCO NATIONAL INSURANCE COMPANY
AN ILLINOIS CORPORATION

Name & Title
[Signature]
By: [Signature]
Name & Title SARAH CAMPBELL
ATTORNEY-IN-FACT

N/A
By: N/A
Name & Title
2400 E. KATELLA, SUITE 250

Street Address

ANAHEIM, CA 92806
City, State and Zip Code

(657) 304-2593
Telephone

NOTARY ACKNOWLEDGMENTS OF PRINCIPAL AND SURETY MUST BE ATTACHED.

ACKNOWLEDGMENT

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

State of California
County of Orange)

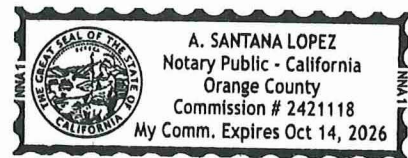
On November 30, 2023 before me, A Santana Lopez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) SS:
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) SS:
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 LOS ANGELES }

On NOV 29 2023 before me, RHONDA LARSON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared SARAH CAMPBELL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person ~~(X)~~ whose name ~~(X)~~ is/ ~~(X)~~ subscribed to the within instrument and acknowledged to me that ~~(X)~~/she/~~(X)~~ executed the same in ~~(X)~~/her/~~(X)~~ authorized capacity ~~(X)~~, and that by ~~(X)~~/her/~~(X)~~ signature ~~(X)~~ on the instrument the person ~~(X)~~, or the entity upon behalf of which the person ~~(X)~~ acted, executed the instrument.



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]
Signature of Notary Public
RHONDA LARSON, NOTARY PUBLIC

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

POWER OF ATTORNEY

Bond # 0843822

**HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

D. GARCIA, SHAWNDRAE N. JOHNSTON, TIMOTHY J. NOONAN, SANDRA CORONA, ETHAN SPECTOR, JENNIFER G. OCHS, SARAH CAMPBELL, JANINA MONROE, MARINA TAPIA, KD WAPATO, EDWARD C. SPECTOR, ERIN BROWN, SIMONE GERHARD, RACHEL A. MULLEN, B. ALEMAN

Los Angeles, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

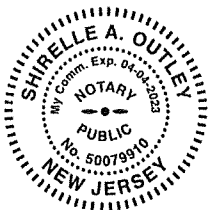
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, NOVEMBER 29, 2023

Irene Martins, Assistant Secretary

PERFORMANCE BOND FOR LOT STAKING

(Private Improvements)

(1369 E. Main Street)

KNOW ALL MEN BY THESE PRESENTS:

That CITY VENTURES HOMEBUILDING, LLC, a Delaware limited liability company, as PRINCIPAL, and HARCO NATIONAL INSURANCE COMPANY, AN ILLINOIS CORPORATION, as SURETY, are held and firmly bound unto the CITY OF EL CAJON, a California municipal corporation, in the penal sum of FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, by these presents.

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

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

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

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

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

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

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

ACKNOWLEDGMENT

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


State of California
County of Orange

On November 30, 2023 before me, A Santana Lopez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ALL PURPOSE ACKNOWLEDGMENT

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

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

ALL PURPOSE ACKNOWLEDGMENT

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 LOS ANGELES }

On NOV 29 2023 before me, RHONDA LARSON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared SARAH CAMPBELL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person ~~(X)~~ whose name ~~(X)~~ is/ ~~(X)~~ subscribed to the within instrument and acknowledged to me that ~~(X)~~/she/ ~~(X)~~ executed the same in ~~(X)~~/her/ ~~(X)~~ authorized capacity ~~(X)~~, and that by ~~(X)~~/her/ ~~(X)~~ signature ~~(X)~~ on the instrument the person ~~(X)~~, or the entity upon behalf of which the person ~~(X)~~ 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 _____
Signature of Notary Public
RHONDA LARSON, NOTARY PUBLIC

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

POWER OF ATTORNEY

Bond # 0843823

**HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

D. GARCIA, SHAWNDRAE N. JOHNSTON, TIMOTHY J. NOONAN, SANDRA CORONA, ETHAN SPECTOR, JENNIFER G. OCHS, SARAH CAMPBELL, JANINA MONROE, MARINA TAPIA, KD WAPATO, EDWARD C. SPECTOR, ERIN BROWN, SIMONE GERHARD, RACHEL A. MULLEN, B. ALEMAN

Los Angeles, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

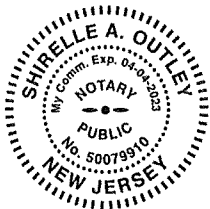
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, NOVEMBER 29, 2023

Irene Martins, Assistant Secretary

SUBDIVISION AGREEMENT

(Public Improvements)

(1369 E. Main Street)

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

WHEREAS, Developer, pursuant to the provisions of the Subdivision Map Act of the State of California and Title 16 of the El Cajon Municipal Code, contemplates the filing of Tentative Subdivision Map 2021-0007 ("TSM 2021-0007") prior to the completion of certain public improvements as shown on the official plans, specifications and detailed drawings on file with the City Engineer of City (the "Improvements"); and

WHEREAS, the City Engineer has estimated the cost of said Improvements to be the sum of THIRTY-TWO THOUSAND TWO HUNDRED NINETY-TWO DOLLARS AND NO CENTS (\$32,292.00); and

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

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

1. That in consideration of the approval of said TSM 2021-0007 prior to the completion of the Improvements for said project, Developer hereby covenants and agrees to install and construct the said Improvements in accordance with the official plans, and that said Improvements shall be completed within two (2) years from the date of the recording of the subdivision map by the County Recorder of the County of San Diego.

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

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

Date: _____

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

By _____
Bill Wells, Mayor

ATTEST:

By _____
Angela L. Cortez, CMC, City Clerk

APPROVED AS TO FORM:

By _____
Morgan L. Foley, City Attorney

CITY VENTURES HOMEBUILDING, LLC,
a Delaware limited liability company

By: CITY VENTURES COMMUNITIES, LLC,
a Delaware limited liability company,
Its: Sole Member

By Michelle Thrakulcharee
~~Scott Holman, Chief Financial Officer~~
Michelle Thrakulcharee, Authorized Signatory

ACKNOWLEDGMENT

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

State of California
County of Orange)

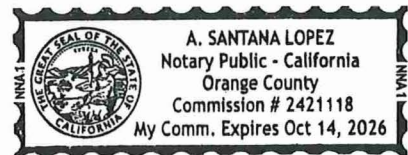
On November 30, 2023 before me, A Santana Lopez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ALL PURPOSE ACKNOWLEDGMENT

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

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

PERFORMANCE BOND
(Public Improvements)
(1369 E. Main Street)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon, and CITY VENTURES HOMEBUILDING, LLC, a Delaware limited liability company, hereinafter designated as "Principal," have entered into an agreement whereby Principal agrees to install and complete certain public improvements, which said agreement, identified as Subdivision Agreement, Tentative Subdivision Map No. 2021-0007, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we, CITY VENTURES HOMEBUILDING, LLC, a Delaware limited liability company, as Principal, and HARCO NATIONAL INSURANCE COMPANY, AN ILLINOIS CORPORATION, as Surety, are held and firmly bound unto the CITY OF EL CAJON, CALIFORNIA, hereinafter called "Owner", in the penal sum of THIRTY-TWO THOUSAND TWO HUNDRED NINETY-TWO DOLLARS AND NO CENTS (\$32,292.00), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

Performance Bond (Public Improvements)
Tentative Subdivision Map No. 2021-0007
1369 East Main Street
(continued)

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden Principal and Surety, and have set their names, titles, and signatures hereon this 29TH day of NOVEMBER, 2023.

PRINCIPAL

CITY VENTURES HOMEBUILDING, LLC,
a Delaware limited liability company

By: CITY VENTURE, COMMUNITIES, LLC
a Delaware limited liability company,
Its: Sole Member

Michelle Thrakulchavee
By: ~~Scott Homan, Chief Financial Officer~~

Michelle Thrakulchavee, Authorized Signatory

3121 Michelson Drive #150
Street Address

Irvine, CA 92612
City, State and Zip Code

(949) 258-7555
Telephone

SURETY

HARCO NATIONAL INSURANCE COMPANY
AN ILLINOIS CORPORATION

Name & Title

By: [Signature]
Name & Title SARAH CAMPBELL
ATTORNEY-IN-FACT

N/A

By: N/A

Name & Title

2400 E. KATELLA, SUITE 250
Street Address

ANAHEIM, CA 92806
City, State and Zip Code

(657) 304-2593
Telephone

NOTARY ACKNOWLEDGMENTS OF PRINCIPAL AND SURETY MUST BE ATTACHED.

ACKNOWLEDGMENT

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

State of California
County of Orange)

On November 30, 2023 before me, A Santana Lopez, Notary Public
(insert name and title of the officer)

personally appeared Michelle Thrakulchavee,
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.

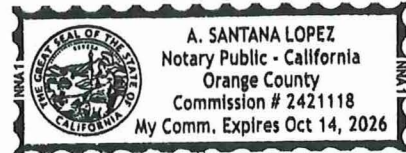
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



SEE ATTACHED SURETY ACKNOWLEDGMENT

ALL PURPOSE ACKNOWLEDGMENT

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

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

ALL PURPOSE ACKNOWLEDGMENT

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

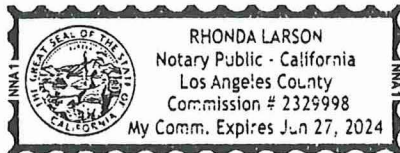
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of LOS ANGELES }

On NOV 29 2023 before me, RHONDA LARSON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared SARAH CAMPBELL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person ~~(X)~~ whose name ~~(X)~~ is/ ~~(X)~~ subscribed to the within instrument and acknowledged to me that ~~(X)~~/she/~~(X)~~ executed the same in ~~(X)~~/her/~~(X)~~ authorized capacity ~~(X)~~, and that by ~~(X)~~/her/~~(X)~~ signature ~~(X)~~ on the instrument the person ~~(X)~~, or the entity upon behalf of which the person ~~(X)~~ acted, executed the instrument.



Place Notary Seal and/or Stamp Above

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

Signature of Notary Public
RHONDA LARSON, NOTARY PUBLIC

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0843824

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

D. GARCIA, SHAWNDRAE N. JOHNSTON, TIMOTHY J. NOONAN, SANDRA CORONA, ETHAN SPECTOR, JENNIFER G. OCHS, SARAH CAMPBELL, JANINA MONROE, MARINA TAPIA, KD WAPATO, EDWARD C. SPECTOR, ERIN BROWN, SIMONE GERHARD, RACHEL A. MULLEN, B. ALEMAN

Los Angeles, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, NOVEMBER 29, 2023

A00984

Irene Martins, Assistant Secretary

LABOR AND MATERIAL BOND

(Public Improvements)
(1369 E. Main Street)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon, and CITY VENTURES HOMEBUILDING, LLC, a Delaware limited liability company, hereinafter designated as "Principal," have entered into an agreement whereby Principal agrees to install and complete certain public improvements, which said agreement, identified as Subdivision Agreement, Tentative Subdivision Map No. 2021-0007, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we, CITY VENTURES HOMEBUILDING, LLC, a Delaware limited liability company, as Principal, and HARCO NATIONAL INSURANCE COMPANY, AN ILLINOIS CORPORATION, as Surety, are held and firmly bound unto the CITY OF EL CAJON and all contractors, subcontractors, laborers, and other persons employed in the performance of the aforesaid agreement, and referred to in the aforesaid Civil Code, in the penal sum of SIXTEEN THOUSAND ONE HUNDRED FORTY-SIX DOLLARS AND NO CENTS (\$16,146.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in any judgment rendered.

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

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

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

Labor and Material Bond (Public Improvements)
Tentative Subdivision Map No. 2021-0007
1369 East Main Street
(continued)

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden Principal and Surety, and have set their names, titles, and signatures hereon this 29TH day of NOVEMBER, 2023.

PRINCIPAL

CITY VENTURES HOMEBUILDING, LLC,
a Delaware limited liability company

By: CITY VENTURES COMMUNITIES, LLC
a Delaware limited liability company,
Its: Sole Member

Michelle Thrakulchavee
By: ~~Scott Homan, Chief Financial Officer~~
Michelle Thrakulchavee, Authorized Signatory

3121 Michelson Drive #150
Street Address

Irvine, CA 92612
City, State and Zip Code

(949) 258-7555
Telephone

SURETY

HARCO NATIONAL INSURANCE COMPANY
AN ILLINOIS CORPORATION

Name & Title
[Signature]
By: [Signature]
Name & Title SARAH CAMPBELL
ATTORNEY-IN-FACT

N/A
By: N/A

Name & Title
2400 E. KATELLA, SUITE 250
Street Address

ANAHEIM, CA 92806
City, State and Zip Code

(657) 304-2593
Telephone

NOTARY ACKNOWLEDGMENTS OF PRINCIPAL AND SURETY MUST BE ATTACHED.

ACKNOWLEDGMENT

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

State of California
County of Orange)

On November 30, 2023 before me, A Santana Lopez, Notary Public
(insert name and title of the officer)

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

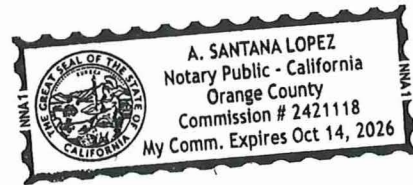
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



ALL PURPOSE ACKNOWLEDGMENT

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

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

ALL PURPOSE ACKNOWLEDGMENT

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

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

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 LOS ANGELES }

On NOV 29 2023 before me, RHONDA LARSON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared SARAH CAMPBELL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person ~~(X)~~ whose name ~~(X)~~ is/~~(X)~~ subscribed to the within instrument and acknowledged to me that ~~(X)~~/she/~~(X)~~ executed the same in ~~(X)~~/her/~~(X)~~ authorized capacity ~~(X)~~, and that by ~~(X)~~/her/~~(X)~~ signature ~~(X)~~ on the instrument the person ~~(X)~~, or the entity upon behalf of which the person ~~(X)~~ acted, executed the instrument.



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]
Signature of Notary Public
RHONDA LARSON, NOTARY PUBLIC

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

POWER OF ATTORNEY

Bond # 0843824

**HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

D. GARCIA, SHAWNDRAE N. JOHNSTON, TIMOTHY J. NOONAN, SANDRA CORONA, ETHAN SPECTOR, JENNIFER G. OCHS, SARAH CAMPBELL, JANINA MONROE, MARINA TAPIA, KD WAPATO, EDWARD C. SPECTOR, ERIN BROWN, SIMONE GERHARD, RACHEL A. MULLEN, B. ALEMAN

Los Angeles, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, NOVEMBER 29, 2023

Irene Martins, Assistant Secretary



mail tax statements to:
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

May 23, 2024 02:26 PM

OFFICIAL RECORDS
JORDAN Z. MARKS,

SAN DIEGO COUNTY RECORDER
FEES: \$125.00 (SB2 Atkins: \$75.00)
PCOR: AFNF

City Ventures Homebuilding, LLC
3121 Michelson Drive, Suite 150
Irvine, CA 92612
Attn: Michelle Thrakulchavee

PAGES: 3

(Space Above For Recorder's Use)

The undersigned grantor declares:
Documentary Transfer Tax is \$0*

*The grantor and the grantee in this transaction are
comprised of the same parties who continue to hold
the same proportionate interest in the property
R&T Code Section 11925(d)

APN: PORTION OF APN 489-180-33-00

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby
acknowledged, **EL CAJON 2 INV, LLC**, a Delaware limited liability company ("**Grantor**"), hereby does,
effective as of May 22nd, 2024, remise, release and grant to **CITY VENTURES
HOMEBUILDING, LLC**, a Delaware limited liability company, that certain real property ("**Property**")
in the City of El Cajon, County of San Diego, State of California, which is more particularly described on
Exhibit "A" attached hereto and incorporated herein by this reference.

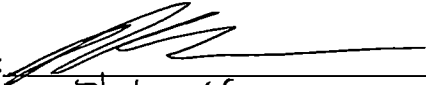
This conveyance is made subject to (i) all covenants, conditions, restrictions, rights of way,
easements, reservations, and other matters of record; (ii) all laws, rules and regulations governing the use
and development of the Property; and (iii) all non-delinquent real property taxes and general and special
assessments. This conveyance is made without any recourse, representation or warranty, express or implied
by the Grantor, other than Grantor's representation and warranty that it has not previously transferred title
to the Property to another Party.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the 22 day
of May, 2024.

GRANTOR:

EL CAJON 2 INV, LLC,
a Delaware limited liability company

By: City Ventures Holdings, LLC,
a Delaware limited liability company,
its manager

By: 
Name: *Phil. P Kerr
Its: CEO
*Phil Kerr

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 ORANGE)

On May 22nd, 2021 before me, Jerusha Belles, Notary Public, personally appeared Phil Kerr, 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: Jerusha Belles (seal)

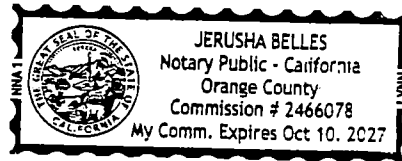


EXHIBIT "A"

DESCRIPTION OF THE REAL PROPERTY

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

PARCEL B OF LOT LINE ADJUSTMENT LLA-2022-0004, RECORDED APRIL 27, 2023, INSTRUMENT NO. 2023-0110430 AND CORRECTED BY GRANT DEED RECORDED AUGUST 16, 2023, INSTRUMENT NO. 2023-0222882 BOTH OF OFFICIAL RECORDS , FURTHER DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT 4 IN BLOCK 13 OF THE RESURVEY AND PLAT OF TRACT NO, 1, BEING IN THE SOUTHWEST PORTION OF THE "S' TRACT OF RANCHO EL CAJON, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP BY O.N. SANFORD NO. 355, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, JULY 24, 1868, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE ALONG THE EASTERLY LINE OF SAID LOT NORTH 00° 01' 10" WEST 30.00' FEET, TO THE NORTH RIGHT OF WAY LINE OF MELODY LANE, BEING 60.00 FEET IN WIDTH, ALSO BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID EASTERLY LINE;

NORTH 00° 01' 10" WEST 432.69' FEET TO A POINT IN SAID EASTERLY LINE WHICH BEARS SOUTH 00° 01' 10" EAST 203.68 FEET FROM THE SOUTHEASTERLY CORNER OF THE LAND CONVEYED TO FRED BERNHARDT BY DEED DATED SEPTEMBER 13, 1945 AND RECORDED IN BOOK 1940, PAGE 436 OF OFFICIAL RECORDS,

THENCE, LEAVING SAID EASTERLY LINE, AND PARALLEL WITH THE SOUTHERLY LINE OF SAID BERNHARDT LAND;

SOUTH 89° 54' 06" WEST 183.86, (183.87 FEET PER DOC. 2018-0094018), THENCE PARALLEL WITH SAID EASTERLY LINE OF LOT 4;

SOUTH 00° 01' 10" EAST 332.69 FEET, THENCE;

NORTH 89° 54' 06" EAST 153.86 FEET, (153.87 FEET PER DOC. 2018-0094018), THENCE;

SOUTH 00° 01' 10" EAST 100.00 FEET, TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF SAID MELODY LANE (BEING 30.00 FEET FROM THE SOUTHERLY LINE OF SAID LOT 4 AND CENTER LINE OF MELODY LANE), THENCE ALONG SAID RIGHT OF WAY LINE;

NORTH 89° 54' 06" EAST 30.00 FEET, TO THE TRUE POINT OF BEGINNING.

PORTION OF APN: 489-180-33-00

CITY OF EL CAJON TRACT NO. 2021-0007

BEING A SUBDIVISION OF A PORTION OF LOT 4 IN BLOCK 13 OF THE RESURVEY AND PLAT OF TRACT NO. 1, BEING IN THE SOUTHWEST PORTION OF "S" TRACT, RANCHO EL CAJON, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, PER MAP NO. 355 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, JULY 24, 1886, BEING MORE PARTICULARLY DESCRIBED AS PARCEL "B" OF LOT LINE ADJUSTMENT LLA-2022-0004 PER DOCUMENT RECORDED AUGUST 16, 2023 AS DOCUMENT NO. 2023-0222882 OFFICIAL RECORDS OF SAID COUNTY.

OWNER'S CERTIFICATE

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP CONSISTING OF 2 SHEETS AND DESCRIBED IN THE CAPTION THEREOF.

WE HEREBY DEDICATE TO THE CITY OF EL CAJON AN EASEMENT FOR PUBLIC STREET AND UTILITY PURPOSES: THAT PORTION OF MELODY LANE AS SHOWN HEREON.

WE HEREBY GRANT TO THE CITY OF EL CAJON AN EASEMENT FOR EMERGENCY VEHICLE INGRESS AND EGRESS.

CITY VENTURES HOMEBUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: [Signature] SCOTT HOMAN CHIEF FINANCIAL OFFICER

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA } COUNTY OF orange } SS

ON July 8, 2024, BEFORE ME, Jackie Hayenga Burr, A NOTARY PUBLIC, PERSONALLY APPEARED Scott Homan

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

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

WITNESS MY HAND:

SIGNATURE [Signature] NOTARY PUBLIC IN AND FOR SAID STATE Jackie Hayenga Burr (NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS IN orange COUNTY MY COMMISSION NO. 2455104 MY COMMISSION EXPIRES July 25, 2027

SIGNATURE OMISSION

THE SIGNATURE OF J. PADULA & SON, A PARTNERSHIP CONSISTING OF JOSEPH PADULA AND RALPH PADULA, BOTH MARRIED MAN, OWNER OF AN EASEMENT FOR IRRIGATION PIPE LINES, AS DISCLOSED BY GRANT DEED RECORDED MAY 22, 1946 IN BOOK 2136, PAGE 164 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE GOVERNING BODY.

GRADING AND DRAINAGE PLAN FOR TSM 2021-0007 IS ON FILE WITH THE CITY OF EL CAJON, CITY JOB NO. 2023-0010

IMPROVEMENT PLAN DRAWING NO. 2023-0002 IS ON FILE WITH THE CITY OF EL CAJON

SOILS REPORT BY ALTA CALIFORNIA GEOTECHNICAL INC, PROJECT NO. 1-0414 DATED 10/29/2021 ON FILE IN THE CITY ENGINEER'S OFFICE, CITY OF EL CAJON

THIS SUBDIVISION IS A CONDOMINIUM PROJECT AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, IS FILED PURSUANT TO THE SUBDIVISION MAP ACT AND IS APPROVED FOR 29 RESIDENTIAL UNITS ON ONE LOT.

GROSS SUBDIVISION AREA: 1.474 ACRES, APN NO. 489-180-80-00

SUBDIVISION GUARANTEE ISSUED BY FIRST CHICAGO TITLE COMPANY ORDER NO. 00185329-996, DATED 6/12/2024

CITY COUNCIL RESOLUTION APPROVING TENTATIVE SUBDIVISION MAP NO. 2021-0007 IS 108-22 DATED 11/8/2022

CITY COUNCIL RESOLUTION APPROVING SPECIFIC PLAN NO. 2022-0002 IS 107-22 DATED 11/8/2022

CERTIFICATE OF THE DIRECTOR OF FINANCE AND CITY TREASURER

I, CLAY SCHOEN, DIRECTOR OF FINANCE AND CITY TREASURE OF THE CITY OF EL CAJON, HEREBY CERTIFY THAT THERE ARE NO LIENS FOR UNPAID BONDS ISSUED UNDER ANY IMPROVEMENT ACT OF THE STATE OF CALIFORNIA, SHOWN BY THE BOOKS OF THIS OFFICE, EXCEPT TAXES NOT YET PAYABLE AGAINST THE TRACT OR SUBDIVISION OR ANY PART THEREOF, SHOWN ON THE ANNEXED MAP AND DESCRIBED IN THE CAPTION THEREOF

CLAY SCHOEN DATE CITY TREASURER AND DIRECTOR OF FINANCE

COUNTY TREASURER-TAX COLLECTOR & COUNTY DIRECTOR OF PUBLIC WORKS CERTIFICATE

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

DAN MCALLISTER BY: COUNTY TREASURER- DEPUTY TAX COLLECTOR

DATE:

WILLIAM MORGAN BY: FOR DIRECTOR PUBLIC WORKS

DATE:

PLANNING COMMISSION APPROVAL

APPROVED AFTER EXAMINATION OF THIS SUBDIVISION AND MAP THEREOF

ANTHONY SHUTE DATE SECRETARY

SCHOOL DISTRICT FEE ASSESSMENT

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

CITY COUNCIL APPROVAL OF MAP

I, ANGELA CORTEZ, CITY CLERK OF THE CITY OF EL CAJON, CERTIFY THAT THE CITY COUNCIL OF THE CITY OF EL CAJON HAS APPROVED THIS MAP, AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THAT PORTION OF MELODY LANE DEDICATED AS AN EASEMENT TO THE CITY OF EL CAJON FOR PUBLIC STREET AND UTILITY PURPOSES, AND ALSO HAS ACCEPTED THE GRANT OF EASEMENT FOR EMERGENCY INGRESS AND EGRESS PURPOSES, ALL AS SHOWN HEREON.

ANGELA CORTEZ DATE CITY CLERK

SURVEYOR'S STATEMENT

I, DANE P. MCDUGALL, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION WAS MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF CITY VENTURES HOMEBUILDING, LLC IN OCTOBER 2021 AND SAID SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT MONUMENTS OF THE CHARACTER INDICATED HAVE BEEN SET OR FOUND AT THE POSITIONS INDICATED, OR WILL BE SET AS NOTED AT THE SUBDIVISION BOUNDARY CORNERS AND INDICATED BY THE LEGEND IN THIS MAP WITHIN ONE YEAR OF RECORDATION, MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED (SEE MONUMENT NOTES ON SHEET 2). I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP

[Signature] 6/21/24 DANE P. MCDUGALL DATE L.S. 9297



CITY ENGINEER'S STATEMENT

I STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.

MARIO SANCHEZ DATE CITY ENGINEER, CITY OF EL CAJON R.C.E. 52765



I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT

MICHAEL A. HAVENER DATE SURVEY CONSULTANT, CITY OF EL CAJON P.L.S. 7354



CITY ATTORNEY'S STATEMENT

APPROVED AS TO FORM

MORGAN L. FOLEY, ESQ. DATE CITY ATTORNEY, CITY OF EL CAJON

CLERK OF THE BOARD OF SUPERVISOR'S CERTIFICATE

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

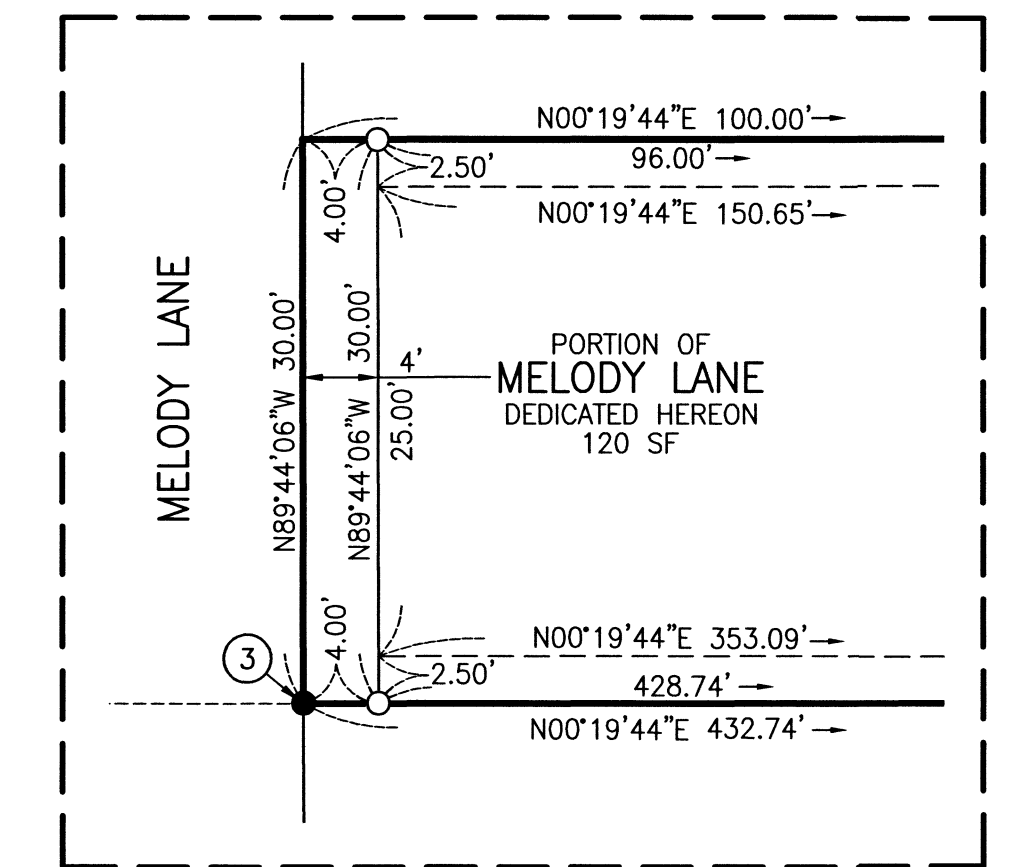
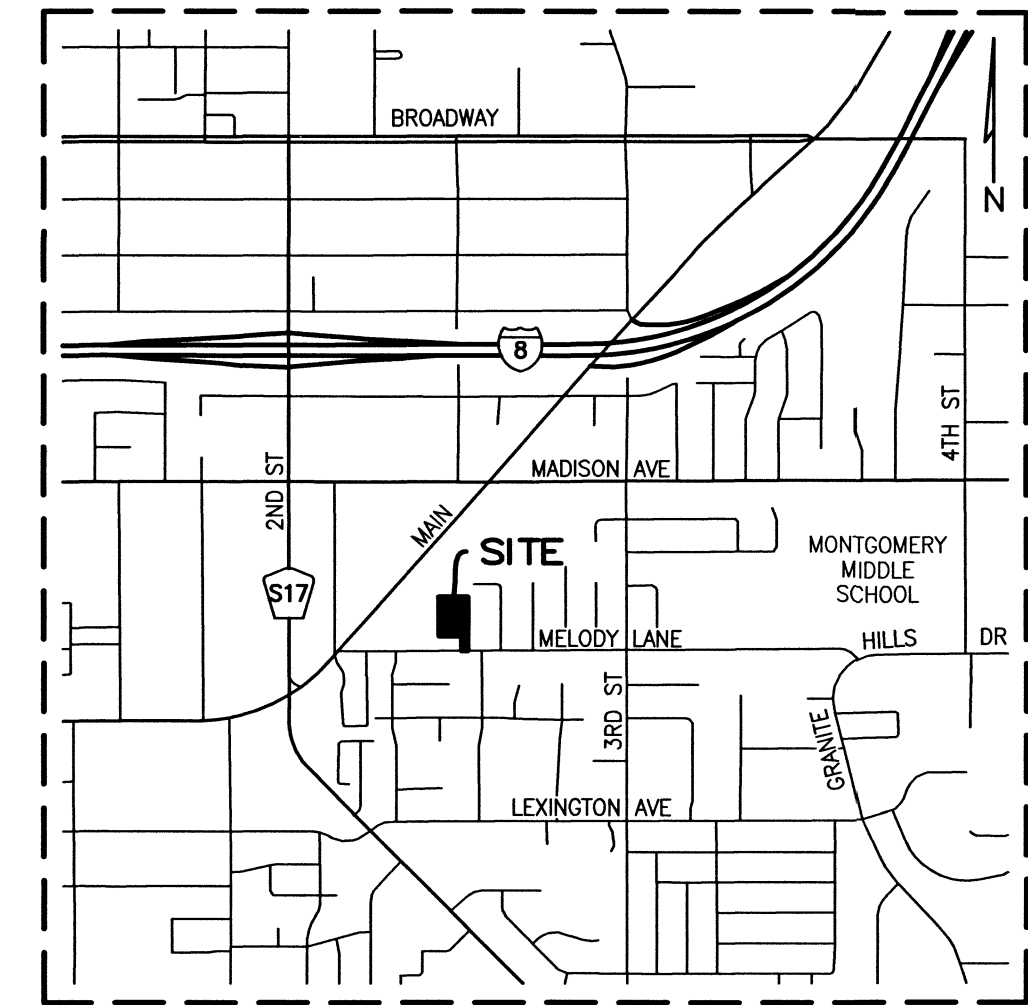
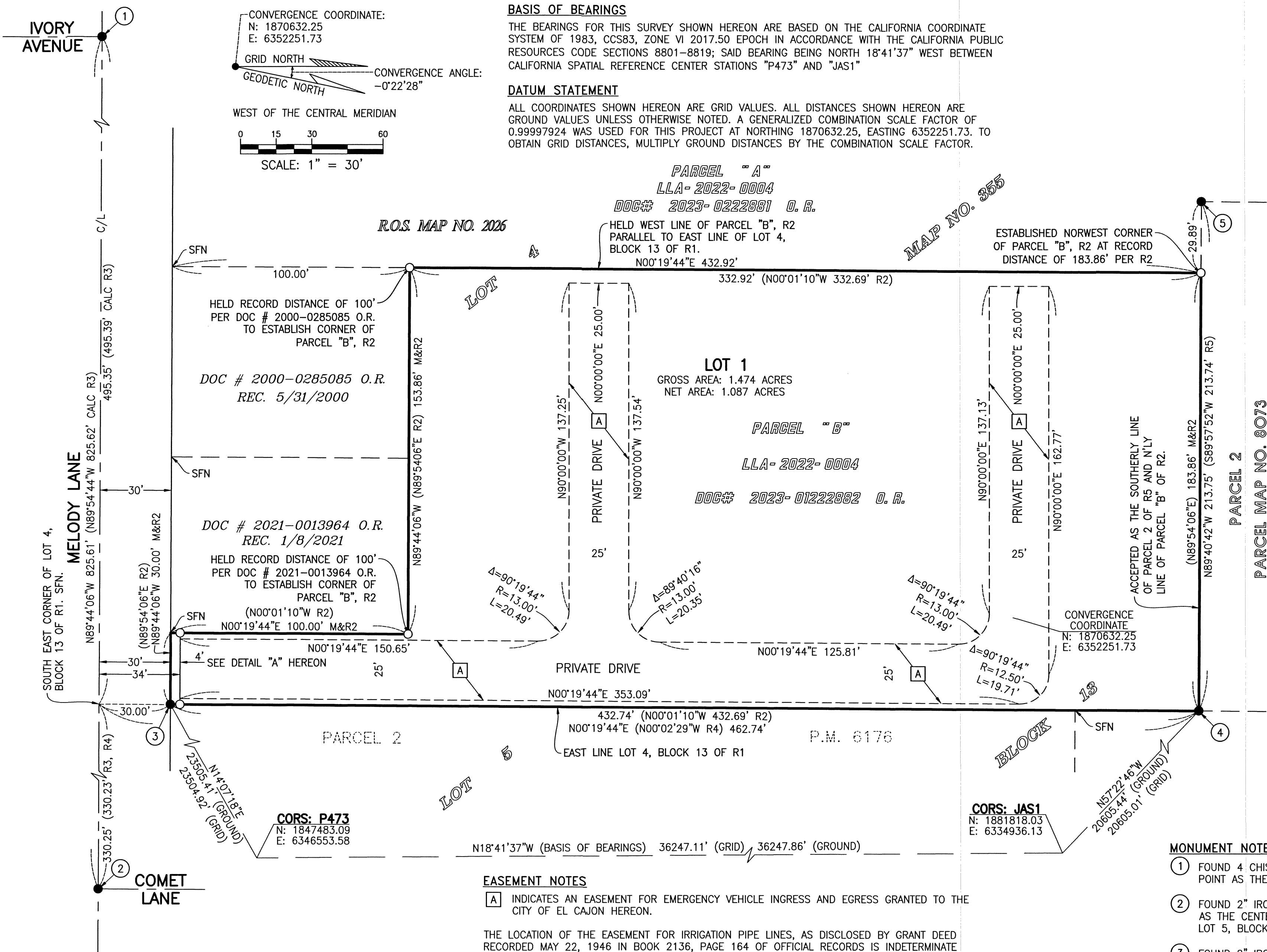
ANDREW POTTER BY: DEPUTY CLERK OF THE BOARD OF SUPERVISORS DATE:

COUNTY RECORDER'S CERTIFICATE

FILE NO.

I, JORDAN Z. MARKS, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDATION THIS MAP FILED AT THE REQUEST OF DANE P. MCDUGALL THIS DAY OF AT O'CLOCK M.

JORDAN Z. MARKS BY: DEPUTY COUNTY RECORDER FEE: \$



EASEMENT NOTES

[A] INDICATES AN EASEMENT FOR EMERGENCY VEHICLE INGRESS AND EGRESS GRANTED TO THE CITY OF EL CAJON HEREON.

THE LOCATION OF THE EASEMENT FOR IRRIGATION PIPE LINES, AS DISCLOSED BY GRANT DEED RECORDED MAY 22, 1946 IN BOOK 2136, PAGE 164 OF OFFICIAL RECORDS IS INDETERMINATE FROM RECORD INFORMATION.

LEGEND

- INDICATES SUBDIVISION BOUNDARY
- - - - - INDICATES EXISTING LOT LINE
- - - - - INDICATES EXISTING RIGHT-OF-WAY LINE
- - - - - INDICATES CENTERLINE (C/L)
- - - - - INDICATES TIE LINE
- - - - - INDICATES EASEMENT LINE
- - - - - INDICATES GPS TIE LINE

MAP REFERENCES

- R1 - INDICATES MAP NO. 335
- R2 - INDICATES LLA-2022-0004, DOC# 2023-0222882 O.R. RECORDED 8/16/2023
- R3 - INDICATES R. OF S. MAP NO. 13165
- R4 - INDICATES PARCEL MAP NO. 6176
- R5 - INDICATES PARCEL MAP NO. 8073
- () - INDICATES RECORD DATA PER NOTED REFERENCE.
- M&R- INDICATES MEASURED AND RECORD DATA AS NOTED.
- CALC- INDICATES CALCULATED DATA PER NOTED REFERENCE.
- SFN - INDICATES SEARCHED, FOUND NOTHING.

MONUMENT NOTES

- ① FOUND 4 CHISELED "+" ON SANITARY SEWER MANHOLE RIM. ACCEPTED THE INTERSECTING POINT AS THE CENTERLINE INTERSECTION OF MELODY LANE AND IVORY AVENUE PER R3.
- ② FOUND 2" IRON PIPE NAIL AND TAG, ILLEGIBLE, DOWN 1.1' IN WELL MONUMENT. ACCEPTED AS THE CENTERLINE INTERSECTION OF MELODY LANE AND COMET LANE AND S.E. CORNER OF LOT 5, BLOCK 13 OF R1, PER MAP NO. 4234
- ③ FOUND 2" IRON PIPE, NAIL AND TAG, ILLEGIBLE, DOWN 0.2'. ACCEPTED AS THE SOUTHWESTERLY CORNER OF PARCEL 2 OF R4.
- ④ FOUND 2" IRON PIPE NAIL AND TAG STAMPED "RCE 18136", PER R5, DOWN 1.0'.
- ⑤ FOUND 2" IRON PIPE NAIL AND TAG STAMPED "LS 2881", PER R5. DOWN 0.5'.
- INDICATES FOUND MONUMENT AS NOTED.
- INDICATES 2" X 24" IRON PIPE WITH TACK AND TAG STAMPED "LS 9297" TO BE SET.

CONDOMINIUM NOTE

THIS MAP HAS 1 NUMBERED LOT (LOT 1) FOR 29 RESIDENTIAL CONDOMINIUM UNITS.

HOME OWNER'S ASSOCIATION MAINTENANCE NOTE

ALL AREAS WITH THE EXCEPTION OF THE UNITS AND EXCLUSIVE-USE PRIVATE YARDS ARE TO BE MAINTAINED BY THE FUTURE HOME OWNER'S ASSOCIATION.



City Council
Agenda Report

DATE: July 23, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: "No Panhandling" Signs - Re-Design and Locations

RECOMMENDATION:

That the City Council provides direction to staff on re-design options and locations for "No Panhandling" signs.

BACKGROUND:

In the summer of 2018, the City installed a series of "No Panhandling" signs at key locations throughout the City. On April 12, 2022, the City Council provided direction to modify the sign design, which was accomplished. On May 14, 2024, the City Council directed staff to present several re-design "No Panhandling" sign options and to address recommended sites for sign installation.

Staff developed a series of different signs to share with the City Council which encourage motorists not to give money to panhandlers, links the giving of money with supporting drug and alcohol addiction, and encourages those panhandling to seek temporary shelter. Once in temporary shelter, City programs can help individuals experiencing homelessness secure long-term permanent housing. Staff will seek City Council feedback on which design features the City Council wishes to use.

This report includes a map showing existing locations where signs are installed. Staff will seek City Council feedback on other locations where signs should be installed.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This action requesting City Council feedback on public advisory signage is exempt from the California Environmental Quality Act ("CEQA"). Re-design of existing public advisory signs and the addition of such signs in new locations is exempt pursuant to State CEQA Guidelines section 15301(c) because it is a minor alteration to existing public facilities.

FISCAL IMPACT:

The cost to manufacture and install each sign is approximately \$600.

Prepared By: Graham Mitchell, City Manager

Reviewed By:

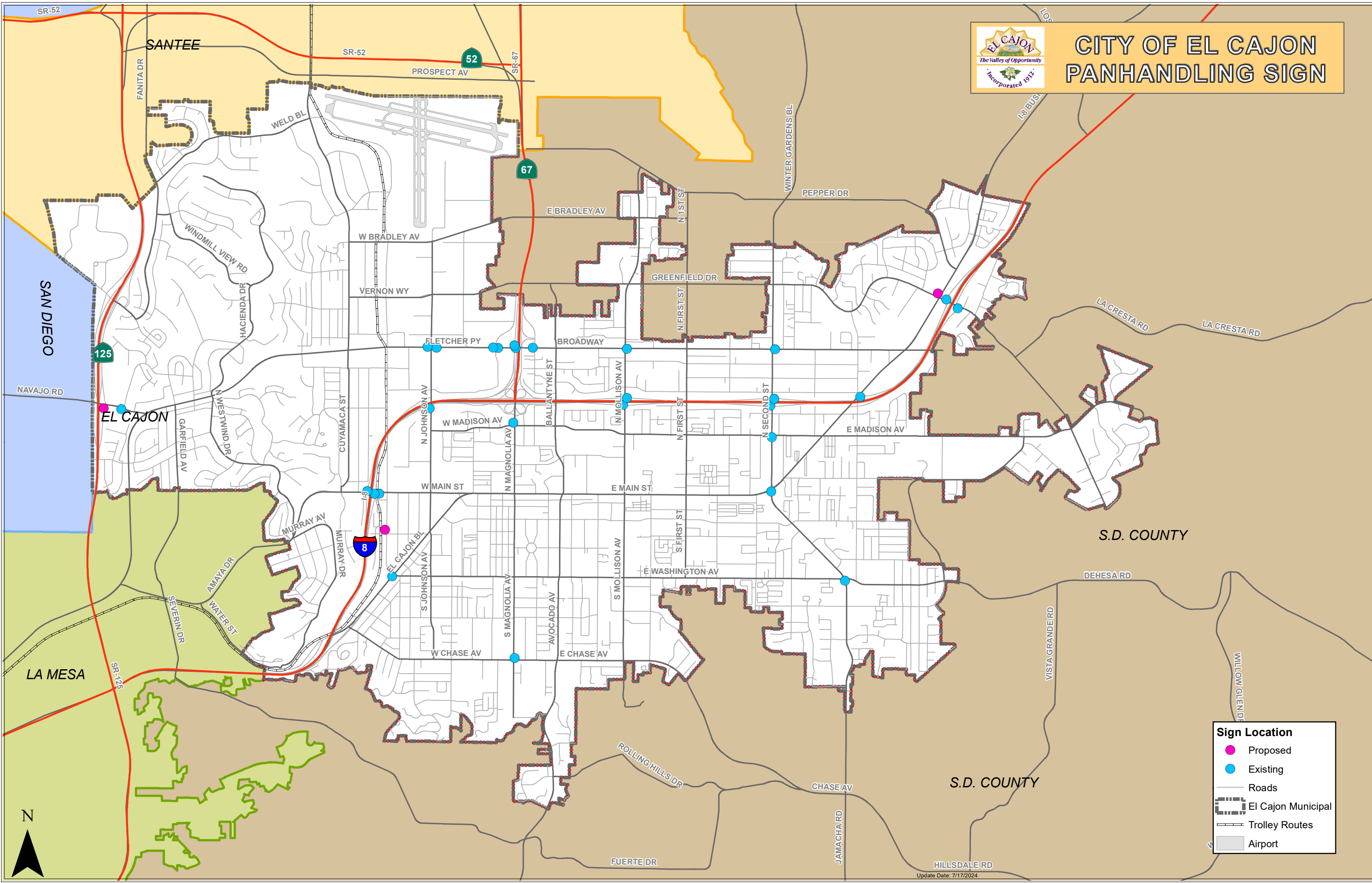
Approved By: N/A

Attachments

Panhandling Sign Map



CITY OF EL CAJON PANHANDLING SIGN



Sign Location

- Proposed
- Existing
- Roads
- El Cajon Municipal
- Trolley Routes
- Airport





City Council Agenda Report

Agenda Item 10.

DATE: July 23, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Deyanira Brito, Senior Management Analyst
SUBJECT: Update on Homeless Programs and Services

RECOMMENDATION:

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

BACKGROUND:

The purpose of this agenda item is to provide a report on the homeless programs and services using city, federal and state funding sources. This report provides a summary of programs and services, program outcomes, new and expanded services, a program assessment, recommendations and a conclusion. Previous reports included the program outcomes and expenditures in a table format. This is now an attachment to this report.

For the past six months, from January 1 through June 30, 2024, expenditures from all funding sources were \$754,418. The majority of these were from Federal and State sources. The General Fund expenditures totaled \$101,841, primarily for outreach activities and cleanup events. In the past six months, 2,157 persons received services. Of that total, the following were housed in different housing options:

- 31 in emergency shelter,
- 256 in bridge/transitional housing,
- 33 in supportive housing, and
- 129 in permanently housed.

Summary of Existing Programs and Services

Since January 2020, the City has funded or operated 19 different homeless-related programs (including new programs) or projects, and allocated over \$6.4 million in general (local), federal, and state funds to support those programs. The programs have one of three aims:

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

The summary of programs and services also includes:

1. Updates for programs funded in the last six months;
2. Use of various funding sources such as Community Development Block Grant (CDBG), Community Development Block Grant Coronavirus Relief (CDBG-CV) funds, Low and Moderate Income Housing Asset Fund (LMIHAF), Permanent Local Housing Allocation (PLHA) grant funds, the General Fund; and
3. Program expenditures and outcomes as shown in Attachment 1 of this report in alphabetical order for the past six months.

A Way Back Home Program

The Salvation Army's (TSA) "A Way Back Home" program reunites homeless individuals in El Cajon with their families by providing assistance with transportation, food and sometimes an overnight stay while en route. The program was funded in FY 2023-2024 with LMIHAF of \$10,000 and was completed as of June 30, 2024. Staff recommends extending this program from July 1, 2024 - June 30, 2025.

Crisis House Housing Navigation, Outreach and Case Management Services Program

Through this program, Crisis House provided essential services necessary to reach out to unsheltered homeless persons, connect them with emergency shelter, housing and critical services. This included street-based homeless outreach and a case management model that is person-centered and focused on engaging with disconnected people to build trust and engage them with services and resources that can increase their health and end their homelessness. The Housing Navigator and Outreach workers referred clients to other active programs in El Cajon administered by ECTLC and Home Start. This program received \$40,000 in PLHA funding during FY 2023-2024. The program concluded in March 2024.

Crisis House Case Management Services for Emergency Sleeping Cabins

In May 2024, Crisis House began to provide wraparound services to the clients referred to and placed at the Emergency Sleeping Cabins in coordination with Amikas and Meridian Baptist Church. The services will continue from July 1, 2024 – June 30, 2025.

Crisis House Homeless Outreach

On November 10, 2020, City Council approved the First Amendment to FY 2020-2021 Annual Action Plan that re-allocated and appropriated \$700,000 in CDBG funds to assist Crisis House in acquiring a new site to serve the community of El Cajon. In return for the City's assistance, Crisis House signed an agreement that requires them to serve El Cajon residents for a total of 10 years (expiration year 2031). From 2021 to present, Crisis House continues to provide services to homeless persons and victims of domestic violence in El Cajon. This program will continue from July 1, 2024 – June 30, 2025.

East County Homeless Task Force

Since 2019, the City has annually allocated \$5,000 from the General Fund to assist in sustaining the East County Homeless Task Force (ECHTF); although ECHTF did not request funding this past year. The ECHTF plays a role in coordinating efforts in the East County region and helping to understand homeless service needs. In addition to financial support, the City Manager previously participated on the organization's steering committee. An option to extend is recommended for the ECHTF for the service period July 1, 2024 – June 30, 2025.

East County Transitional Living Center (ECTLC) Homeless Outreach Services

ECTLC also provides street-based outreach and case management. Outreach is provided in the form of pop-up events throughout the City to highlight the various programs and resources available at ECTLC, as well as street-based outreach. Persons taking advantage of such services at ECTLC also receive person-centered case management that leads to a path of self-sufficiency. This program received \$90,000 in PLHA funding, and it is expected to be fully spent in the course of a three-year period.

ECTLC Operation of an Emergency Shelter

This program will continue to offer emergency shelter beds for the homeless population (up to 60 days), food and case management. Outreach workers and case managers at ECTLC will be referring clients to Home Start's Rental Assistance/Rapid-Rehousing Program. ECTLC was allocated \$307,510 in PLHA funds for a three-year period. This funding ensures continuing shelter availability for El Cajon homeless and will be used to supplement the CDBG allocation of \$100,000.

Emergency Motel Stays Program

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

Emergency Scatter-Site Motel Program

Between May 2021 and March 2023, City Council awarded \$664,807 in CDBG-CV funding to Home Start, Inc. for the provision of a refined emergency motel program to assist homeless families and individuals with immediate shelter, to reduce their risk of exposure and to prevent the spread of COVID-19. This program provided emergency motel room vouchers, housing placement and emergency housing assistance for homeless families and individuals impacted by COVID-19 that are housing-focused and housing-ready, with the goal of attaining permanent housing. This program was active during FY 2023-2024, and concluded in April 2024. For the continuation of motel voucher assistance, the City Council approved FY 2024-2025 CDBG funding for Home Start's Emergency Housing Placement Program (see Emergency Housing Placement Program under New and Expanded Programs below).

Emergency Shelter Program

Historically, the City has contracted with the East County Transitional Living Center (ECTLC) to fund the Emergency Shelter Program using CDBG funds. This non-faith-based program provides emergency shelter, case management, meals and other services for families and individuals experiencing homelessness. ECTLC was awarded one-time CDBG-CV funding in 2020 and 2021 (totaling \$260,985), \$100,000 in CDBG funding and PLHA funding in 2023-2024 (see ECTLC Operation of Emergency Shelter Program below). The CDBG-CV funding concluded March 2023. This CDBG and PLHA funded program will continue from July 1, 2024-June 30, 2025.

Homeless Outreach & Flexible Housing Assistance Program

In September 2020, the City contracted with Home Start to provide a dedicated Homeless Outreach Specialist along with flexible housing assistance funds to help homeless individuals and families in El Cajon. The Outreach Specialist (or Navigator) connects homeless households

with services and works to secure permanent housing. The program was previously funded by LMIHAF. However, in FY 2023-2024, the Outreach Specialist (or Navigator) is provided through a program funded by PLHA funds (see Home Start Homeless Housing Navigation and Outreach and Case Management Services Program below).

Homeless Outreach Events

Police Department staff accompanies homeless service providers every Friday in an effort to make contact and offer assistance to the City's homeless community. When police officers are unavailable, service providers make an effort to continue with planned monthly outreach events. The City's contribution to this program continues to be two police officers for three hours per event, as allowed by staff availability. These costs are funded by the General Fund and vary depending on the amount of outreach events attended.

Home Start Housing Navigation, Outreach and Case Management Services Program

This program will fund the current street outreach team (formerly funded by LMIHAF) in collaboration with the El Cajon Homeless Outreach Team (HOT). Street outreach includes wraparound services for self-sufficiency, access to mental health and substance abuse programs, childcare referrals and employment training. Case management will be provided with all the services mentioned above. The total funding amount for this program is \$792,531 and will be for a three-year period that started in October 2023.

Home Start Rental Assistance/Rapid Re-Housing Program

Rental assistance and rapid re-housing offered through Home Start is for homeless individuals or families earning less than 30% Area Median Income (AMI). Rental assistance must provide a minimum of six months of assistance to eligible households. Rapid re-housing must provide housing relocation and stabilization services and short- and/or medium-term rental assistance, as necessary, to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability. This program received a total of \$752,641 in PLHA funding that started October 2023 and will be used over the next three-year period.

Home Start Outreach and Homeless Services

On September 13 and 27, 2023, City Council approved to re-allocate CDBG funding to Home Start for the expansion of its street outreach team to address encampments in collaboration with El Cajon staff and other local homeless service providers. Street outreach includes wraparound services for clients for self-sufficiency and provides access to mental health and substance abuse programs, childcare referrals, and employment training. Services are provided to help find permanent housing solutions or a long-term housing program and clients are often referred to other active programs in the City. Home Start was allocated \$185,000 in CDBG funds for FY 2023-2024. This program will remain active through the start of FY 2024-2025 until these one-time funds are fully expended.

Neighborhood Quality of Life Team

Between January 2020 and June 2024, the Neighborhood Quality of Life Team (a multi-departmental team) provided 704 clean-up events throughout the City. The team is supported by a contract for cleaning services with Urban Corps. The Neighborhood Quality of Life Team ensures that the City's parks, right-of-way, and drainage channels are clear of debris and trash. In the past six months, the City has removed 452 tons of debris from parks, streets and drainage channels and the City's contractor has removed at least 260 tons of debris. Clean-up costs are funded solely by the General Fund.

Outreach Support Services Program

On April 26, 2022, City Council awarded \$155,000 in available CDBG-CV funds to Home Start, Inc. to launch the Outreach Support Services Program. This program was created to bolster existing outreach efforts during the coronavirus pandemic. This program provides street-based outreach and hosts weekly outreach events for individuals and families experiencing homelessness. These outreach events provide connections to vital resources such as housing, food and employment for homeless families and individuals affected by COVID-19. Funds were fully expended by June 2024. However, Home Start was allocated additional PLHA funds for this same purpose during FY 2023-2024, to continue for the next three years (see Home Start Housing Navigation, Outreach and Case Management Services Program above).

Rotational Shelter Program

Historically, the City has awarded funding to the Interfaith Shelter Network's (ISN) Rotational Shelter Program using CDBG funds typically totaling \$10,000. This program provides seasonal, nighttime shelter for homeless individuals and families at East County area places of worship that volunteer to provide shelter, meals and support. Seasonal shelter takes place between the end of January and the end of March each year. ISN has been awarded \$10,893 for FY 2024-2025.

Under the *Summary of Programs and Services* section, staff described programs and services that are carried out by non-profit service providers and City staff that have been active since January 2020. The *New and Expanded Programs* section of the report focuses on the expansion of said programs and services and provides an update of the newly funded programs that were approved by the City Council during the budget process for FY 2024-2025.

New and Expanded Programs

Home Start Emergency Housing Placement Program

As part of the FY 2024-2025 CDBG Annual Action Plan, City Council approved \$31,477 in CDBG funds on May 28, 2024, to provide homeless outreach and homeless services. Although previously funded using CDBG-CV funds and one-time CDBG funds, this program will focus on emergency housing placements (through motel vouchers) in coordination with the El Cajon Police Department. Outcomes for this program will be provided in the next six-month report.

Program Outcomes

Over the last four years, the City has allocated about \$5.871 million to direct homeless assistance/housing programs, about \$591,000 to neighborhood clean-up efforts, and \$22,500 to the East County Homeless Task Force, for a total of over \$6.4 million. Between January 2020 and June 2024, staff estimates that more than 10,700 individuals have received services, more than 3,500 of those were assisted with some form of housing or shelter, and from that number, over 1,200 individuals were assisted into permanent housing.

Attachment 1 of this report identifies the total expenditures of \$4,877,495 between January 2020 and June 2024 (a total of 54 months) for each program with accomplishments discussed above, and the results of those expenditures.

Program Assessment

The staff believe that the majority of the City's active programs are functioning well to help achieve the goal of securing permanent housing for those experiencing homelessness and to address community impacts as a result of homelessness. In the last 4.5 years, over 1,200 persons have been assisted with finding permanent housing.

The *El Cajon Outreach & Flexible Housing Assistance Program* has become an essential component of the City's ability to respond to homelessness, particularly in providing a Housing Navigator/Outreach worker. This program is no longer funded by LMIHAF. However, the same concept has been applied to Home Start's Housing Navigator, Outreach and Case Management Services Programs, funded by PLHA funds. Home Start, Inc. has proven to be a valuable partner and player in the region, and continues to have knowledgeable staff and responsive services to meet the needs. Home Start, Inc. appears to be effective at finding resources, establishing and maintaining relationships, utilizing the resources prudently and only as needed, and meeting the compliance and program requirements of all of its funding partners.

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

The *Emergency Shelter* (through ECTLC) and the Rotational Shelter (through the Interfaith Shelter Network) continue to address the need for basic overnight shelter and services for those experiencing homelessness in the City. Each fulfills a different need in the community and staff consider the programs cost-effective and essential.

The *Outreach and Support Service* programs, through Home Start, Inc., ECTLC and Crisis House work to enroll and connect individuals with vital resources in their community that will assist them in securing permanent or bridge housing. These programs provide pop-up events and serve to connect homeless individuals to other programs available among all service providers in El Cajon and throughout San Diego County.

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

Staff continue to work with neighboring jurisdictions (including the County) through the MOU process on a regional approach to jointly address homelessness in East County. Staff will return to City Council once a project or facility serving the homeless is identified.

Finally, staff will continue to monitor and report on the performance of Crisis House during their contract performance period ending in 2031, as well as continue to monitor all service providers and the services provided to El Cajon homeless residents and victims of domestic violence.

Recommendations

Staff makes the following recommendations for consideration:

1. Continue funding the homeless programs described above, contingent upon available funding and Special Operations License approval;
2. Continue the Homeless Outreach Events and the enhanced Neighborhood Quality of Life Team efforts;
3. Continue to work with neighboring jurisdictions, including the County, on a regional approach to jointly addressing homelessness in East County;
4. Continue to monitor Crisis House during their contract performance period through 2031 to serve El Cajon residents;
5. Continue to seek new funding opportunities using local, federal, or state resources that can be used to prevent homeless individuals or families from entering into homelessness or to seek funding for additional homeless services that lead to a path of self-sufficiency, including permanent housing and housing stability;
6. Continue financial support for the East County Homeless Task Force;
7. Continue support for the Emergency Sleeping Cabins;
8. Continue to work with local service providers for the use of HOME-ARP funding; and
9. Staff to continue to provide updates on all programs every six months.

New Funding Allocations

PLHA: On July 1, 2024, the City received a Conditional Award letter from HCD detailing a total award of \$359,632 for 2022 and 2023 allocations that can be used for various eligible homeless service activities. Staff will return to City Council with funding recommendations at a later date.

Conclusion

Monitoring Performance

Staff will continue to monitor program performance for each of the active programs and provide technical assistance to service providers. As of June 2024, RSG completed its monitoring of all CDBG programs for FY 2021-2022 and 2022-2023 and CDBG-CV funded programs. All subrecipients are in good standing following HUD compliance and there are no findings to report. Staff will conduct monitoring for all FY 2023-2024 active CDBG-CV programs.

Funding Availability for Ongoing Services

CDBG-CV: CDBG-CV was a one-time funding source and is no longer available to fund new programs. All funds were expended as of June 2024, and CDBG-CV funded programs are now complete.

CDBG: CDBG funded programs for FY 2024-2025 are now active.

PLHA: PLHA funded programs for FY 2024-2025 are now active.

LMIHAF: Continue to use this funding to support A Way Back Home Program.

HOME-American Rescue Plan: Staff will work on soliciting proposals from eligible parties to allocate the HOME-ARP funding and work with service providers to assist the at-risk and homeless community. Staff will return to City Council with funding recommendations at a later date.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

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

Prepared By: Jose Dorado, Housing Manager and Deyanira Pelayo-Brito, Senior Management Analyst

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager

Attachments

Program Outcomes and Expenditures

Program	Expenditures Last Six Months*	Outcomes Last Six Months	Expenditures January 2020 – December 2023	Outcomes January 2020 – December 2023
A Way Back Home Program (The Salvation Army) (LMIHAF)	\$3,982	<ul style="list-style-type: none"> 9 persons permanently housed (average of \$442 per person) 	\$12,895	<ul style="list-style-type: none"> 42 persons permanently housed (average of about \$307 per person)
Crisis House (CDBG)	\$0	<ul style="list-style-type: none"> 424 persons received services during Q3 and Q4 (FY 23-24) 	\$700,000**	<ul style="list-style-type: none"> 435 persons received services during Q1 and Q2 (FY 23-24) 891 persons received services during FY 22-23 and 1,147 persons received services during FY 21-22 (total of 2,473) 159 persons permanently housed
East County Homeless Task Force (General Fund)	\$0	<ul style="list-style-type: none"> Assists in regional coordination 	\$25,500	<ul style="list-style-type: none"> Assists in regional coordination
El Cajon Homeless Outreach and Flexible Housing Assistance Program (Home Start, Inc.) (previously	This program is now using PLHA funds (expenses detailed under the Home Start Housing Navigation, Outreach and Case Management	Outcomes detailed under the Home Start Housing Navigation, Outreach and Case Management Services Programs.	\$437,081 (All expenses were using LMIHAF)	<ul style="list-style-type: none"> 1,786 persons enrolled in the program 253 persons permanently housed 188 persons housed in bridge housing

LMIHAF, now PLHA)	Services Programs).			
Emergency Motel Stays Program (Home Start, Inc.) (CDBG)	\$0	Program is completed.	\$142,568	<ul style="list-style-type: none"> • 243 individuals sheltered • 1,646 night stays (average stay per person is 7 nights) • 47 persons permanently housed (average cost of \$587 per person) • This program ran continuously from June 2020 to May 2021. It is no longer available.
Emergency (Scatter-Site) Motel Program (Home Start) (CDBG-CV)	\$124,061	<ul style="list-style-type: none"> • 20 persons sheltered • 15 persons permanently housed • 8 persons housed in bridge housing 	\$540,746	<ul style="list-style-type: none"> • 319 persons sheltered • 47 persons permanently housed • 46 persons housed in bridge housing
Emergency Shelter Program (ECTLC) (CDBG and CDBG-CV)	\$0	Program was completed during Q2 and was supplanted by the Emergency Shelter Program (PLHA).	\$860,985	<ul style="list-style-type: none"> • 1,344 individuals sheltered (annual FY 19-20, FY 20-21, FY 21-22 and FY 22-23, FY 23-24 CDBG funding) • 1,035 individuals sheltered (annual FY 19-20, FY 20-21, FY 21-22 and FY 22-23 (CDBG-CV funding)

				<ul style="list-style-type: none"> • Total of 2,379 individuals sheltered over the past 48 months • Of this total, 5 households and 422 individuals (288 adults and 134 children) have moved into permanent housing.
Emergency Shelter Program (ECTLC) (PLHA)	\$95,923	<ul style="list-style-type: none"> • 231 individuals sheltered • 14 permanently housed 	This is a new program.	<ul style="list-style-type: none"> • 194 individuals sheltered during Q1 and Q2 of FY 23-24
Homeless Case Management Services Program (Crisis House) (PLHA)	\$9,197	<ul style="list-style-type: none"> • 32 individuals were assisted • 18 individuals moved toward permanent housing • 5 households housed in the Emergency Cabins 	\$0	<ul style="list-style-type: none"> • 17 individuals were assisted
Homeless Housing Navigation and Outreach Program (ECTLC) (PLHA)	\$24,035	<ul style="list-style-type: none"> • 166 individuals were assisted 	Program was not underway.	Program was not underway.
Homeless Housing Navigation and Outreach Program (Crisis House) (PLHA)	\$10,081	<ul style="list-style-type: none"> • 33 individuals were assisted 	Program was not underway.	Program was not underway.

Homeless Housing Navigation and Outreach Services Program and Case Management (Home Start, Inc.) (PLHA)	\$114,395	<ul style="list-style-type: none"> • 319 individuals were assisted • 36 were placed into permanent housing • 5 were placed in some sort of bridge/transitional housing 	\$23,879	<ul style="list-style-type: none"> • 30 individuals were assisted
Homeless Outreach Events (General Fund)	\$6,841	<ul style="list-style-type: none"> • 24 outreach events conducted • 489 total contacts made 	\$71,694	<ul style="list-style-type: none"> • 128 outreach events conducted • 12-15 individuals contacted per event
Homeless Outreach and Support Services Program (Home Start, Inc.) (CDBG)	\$93,205	<ul style="list-style-type: none"> • 396 contacts were made • 1 household was placed in the Emergency Cabins 	\$74,570	<ul style="list-style-type: none"> • 253 contacts were made • 15 households were housed through the Emergency Cabins • 2 households were placed into permanent housing
Neighborhood Quality of Life Team (General Fund)	\$95,000	<ul style="list-style-type: none"> • 64 clean-ups conducted • 452 tons of debris removed by City team • 260 tons of debris removed by City contractor 	\$591,030	<ul style="list-style-type: none"> • 640 clean-ups conducted • 1,179.25 tons of debris removed by City team • 659.06 tons of debris removed by City contractor

Outreach Support Services Program (Home Start, Inc.) (CDBG-CV)	\$11,424	<ul style="list-style-type: none"> • 473 contacts were made 	\$137,325	<ul style="list-style-type: none"> • 579 individuals contacted
Rental Assistance and Rapid Re-Housing Program (Home Start, Inc.) (PLHA)	\$158,714	<ul style="list-style-type: none"> • 33 individuals assisted 	\$41,974	<ul style="list-style-type: none"> • 12 individuals assisted
Rotational Shelter Program (Interfaith Shelter Network) (CDBG)	\$7,560	<ul style="list-style-type: none"> • 16 persons were sheltered • 9 persons moved into permanent housing 	\$34,226	<ul style="list-style-type: none"> • 38 persons sheltered (annual FY 20-21 CDBG funding) • 69 persons sheltered (annual FY 21-22 CDBG funding) • 27 persons sheltered (FY 22-23 CDBG funding) • 11 persons permanently housed

*Expenditures based on paid invoices through July 9, 2024. May not include June expenses.

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



City Council
Agenda Report

DATE: July 23, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: All-Way Stop Sign Request on Greenfield Drive at Camillo Way

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to establish permanent all-way stop signs on Greenfield Drive at the intersection with Camillo Way.

BACKGROUND:

Engineering Services periodically receives requests to investigate the need for additional regulatory signs on City streets. Residents submitted a request to install permanent all-way stop signs on Greenfield Drive at Camillo Way. Nearby residents have expressed concern about vehicles traveling at excessive speeds on Greenfield Drive and the safety of pedestrians who cross at this intersection.

Existing Conditions

Greenfield Drive is an east-west “collector” street extending east of State Route 67 to southeast of Interstate 8. Greenfield Drive has a speed limit of 35 miles per hour based on the California Vehicle Code Section 627, "Engineering and Traffic Survey" requirements. An existing “Stop” sign on Camillo Way controls the intersection, and no stop signs are on Greenfield Drive. Approximately 9,800 vehicles per day travel through this intersection.

The corner sight distance was measured to determine if a vehicle traveling from Camillo Way has adequate sight distance to enter Greenfield Drive safely. Based on the Caltrans Highway Design Manual, the minimum corner sight distance of 385 feet is desirable for a street with a posted speed limit of 35 miles per hour. The field investigation revealed that the available corner sight distance is less than the desirable requirement. Research of City records revealed that four (4) collisions occurred at this intersection in the past five (5) years.

All-Way Stop Sign Analysis on Greenfield Drive and Camillo Way

The City of El Cajon follows the California Manual on Uniform Traffic Control Devices (CAMUTCD) guidelines and uses a “point” system developed by the City of San Diego to evaluate the need to install all-way stop signs. Existing site conditions, traffic volumes, site distance obstructions, proximity to schools, and accident history are criteria used in the determination of all-way stops. A minimum of 30 points out of 50 is usually required to install all-way stop signs. The data collected at this intersection revealed that a total of 35 points were tallied at this location; thus, an all-way stop is warranted.

Based on this information, staff recommends that the City Council approve stop signs to be installed on Greenfield Drive at the intersection with Camillo Way.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This project is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15301(c) because it involves minor alterations to existing public facilities, including public safety enhancements and stop signs.

FISCAL IMPACT:

Approximately \$15,000 for the installation of all-way stops signs, "red" flashing beacons, pavement legends, marked crosswalks, and the required installation of a new pedestrian curb ramp. This cost is budgeted in the Fiscal Year 2024-25 Traffic Safety Calming Budget (233790PWCP).

Prepared By: Mario Sanchez, City Engineer

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Greenfield Dr. at Camillo Way

RESOLUTION NO. ____-24

RESOLUTION TO ESTABLISH ALL-WAY STOP SIGNS ON
GREENFIELD DRIVE AT CAMILLO WAY
TO ENHANCE PEDESTRIAN AND TRAFFIC SAFETY

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

WHEREAS, residents have expressed concern about vehicles traveling at excessive speeds on Greenfield Drive, and the safety of pedestrians crossing at the intersection of Greenfield Drive and Camillo Way; and

WHEREAS, Greenfield Drive is an east-west "collector" street extending east of State Route 67 to southeast of Interstate 8, with a posted speed limit of thirty-five (35) miles per hour in accordance with California Vehicle Code section 627, "Engineering and Traffic Survey," requirements; and

WHEREAS, an existing stop sign on Camillo Way controls the intersection, with no stop signs on Greenfield Drive, and approximately nine thousand eight hundred (9,800) vehicles travel through this intersection each day; and

WHEREAS, based on the Caltrans Highway Design Manual, the minimum corner sight distance of three hundred eighty-five (385) feet is desirable for a street with a posted speed limit of thirty-five (35) miles per hour, and when measured to determine if a vehicle traveling from Camillo Way has adequate sight distance to enter Greenfield Drive safely, the field investigation revealed that the available corner sight distance at this location is less than the desirable requirement; and

WHEREAS, research of City records revealed that four (4) collisions have occurred at this intersection during the past five (5) years; and

WHEREAS, the City follows the California Manual on Uniform Traffic Control Devices guidelines and uses a "point" system developed by the City of San Diego to evaluate the need for the installation of all-way stop signs where existing site conditions, traffic volumes, site distance obstructions, proximity to schools, and accident history are criteria used in the determination of all-way stops; and

WHEREAS, a minimum of thirty (30) points out of fifty (50) is typically required for the installation of all-way stop signs, and the results of the data collected revealed that a total of thirty-five (35) points were tallied at this intersection; and

WHEREAS, the fiscal impact for the installation of all-way stop signs, "red" flashing beacons, pavement legends, marked crosswalks, and the required new pedestrian curb ramp is approximately \$15,000.00, and sufficient funds are budgeted in the Fiscal Year 2024-25 Traffic Safety Calming Budget; and

WHEREAS, the project is exempt from environmental review under California Environmental Quality Act ("CEQA") Guidelines section 15301(c), as it involves minor alterations to existing public facilities, including public safety enhancements and stop signs.

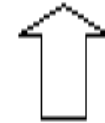
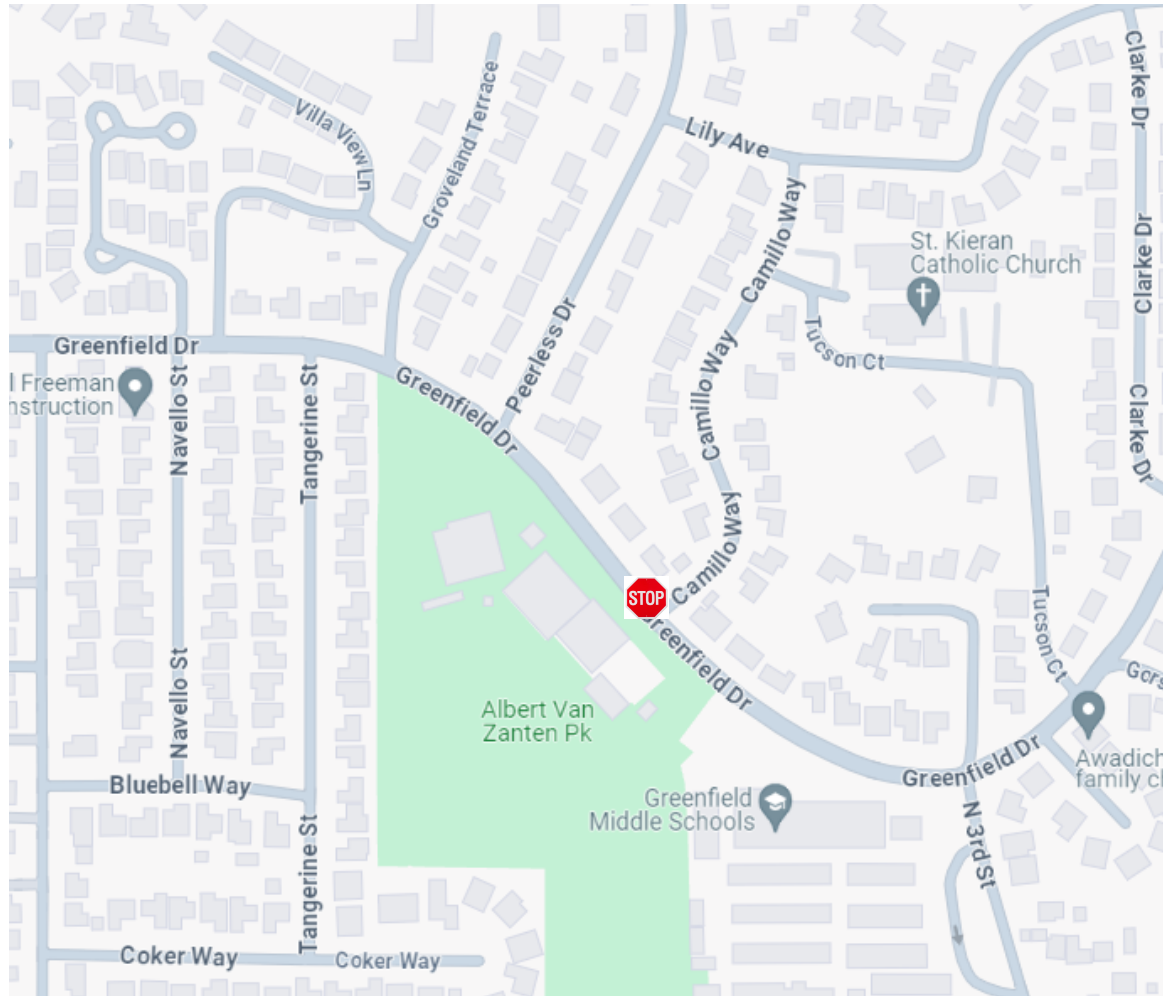
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The foregoing recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby approves the installation of all-way stop signs on Greenfield Drive at Camillo Way as a traffic-calming measure in order to enhance pedestrian and traffic safety, and facilitate pedestrian and traffic flow.
3. The City Council finds that this project is exempt from environmental review under CEQA Guidelines section 15301(c), as it involves minor alterations to existing public facilities, including public safety enhancements and stop signs.
4. The Director of Engineering Services is hereby directed to immediately cause the installation of permanent all-way stop signs, "red" flashing beacons, pavement legends, marked crosswalks, and a pedestrian curb ramp as soon as is reasonably possible.

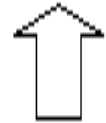
**All-Way Stop Sign Request for
Greenfield Drive at Camillo Way
(Attachments)**



Proposed Improvements - Greenfield Drive at Camillo Way



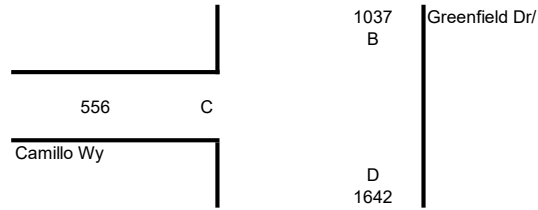
Greenfield Drive at Camillo Way Proposed Installation of All-Way Stop Signs



CITY OF EL CAJON
 FOUR-WAY STOP EVALUATION
 Greenfield Dr/ Camillo Wy

Total Volume for Peak 4-Hour Period

Peak Four-Hour Period: 2:00 P.M. to 6:00 P.M.



LEG	4-HOUR VOLUME ENTERING	# OF LANES
B	1037	1
C	556	1
D	1642	1
TOTAL 4-HR VOL	3235	

<u>WARRANTS</u>	<u>POINTS/ASSIGNED</u>	Possible
WARRANT NUMBER 1: ACCIDENT HISTORY <u>1/1/2019</u> to <u>3/31/2024</u> Accidents Correctable by Stops	<u>4</u> X 3 = <u>12</u>	15
WARRANT NUMBER 2: SPECIAL CONDITIONS (Site Distance Restrictions.)	<u>5</u>	5
WARRANT NUMBER 3: TRAFFIC VOLUMES Major Street <u>2679</u> Minor Street <u>556</u>	<u>10</u> <u>3</u>	10 10
WARRANT NUMBER 4: TRAFFIC VOLUME DIFFERENCE Split Volume Diff. <u>2123</u> (Major volumes-Minor volumes)	<u>0</u>	5
WARRANT NUMBER 5: PEDESTRIAN VOLUME	<u>5</u>	5
Total	<u>35</u>	
	Points Required <u>30</u>	50

Date: 7/8/2024
 By: OR

ALL-WAY STOP IS WARRANTED



Greenfield Dr/ Camillo Wy

Entering Traffic Volume

Time	SB ¹	NB	WB ²	EB ³	Total	4-Hour Peak
0:00 - 1:00	14	0	25	6	45	
1:00 - 2:00	12	0	19	4	35	
2:00 - 3:00	9	0	7	8	24	
3:00 - 4:00	11	0	12	20	43	148
4:00 - 5:00	23	0	18	27	68	171
5:00 - 6:00	59	0	47	62	168	304
6:00 - 7:00	108	0	100	160	368	648
7:00 - 8:00	151	0	252	286	689	1294
8:00 - 9:00	156	0	257	348	761	1987
9:00 - 10:00	104	0	186	274	564	2383
10:00 - 11:00	103	0	175	235	513	2528
11:00 - 12:00	110	0	197	258	565	2403
12:00 - 13:00	100	0	209	228	537	2179
13:00 - 14:00	100	0	215	284	599	2214
14:00 - 15:00	132	0	243	332	707	2407
15:00 - 16:00	150	0	283	398	831	2673
16:00 - 17:00	141	0	282	525	948	3084
17:00 - 18:00	134	0	229	387	750	3235
18:00 - 19:00	102	0	200	241	543	3071
19:00 - 20:00	69	0	166	153	388	2628
20:00 - 21:00	48	0	152	94	294	1974
21:00 - 22:00	36	0	84	49	169	1393
22:00 - 23:00	27	0	61	35	123	974
23:00 - 24:00	15	0	38	20	73	659
	1915	0	3457	4434	9806	3235

Notes

1. Assumed 1/5 of Count Data obtained in 2023 for Location 60 (2nd St).
2. Assumed Count Data obtained in 2023 for Greenfield (Location 66).
3. Assumed Count Data obtained in 2023 for Greenfield (Location 59).

4 hour Peak 556 0 1037 1642 3235

Prepared by: Field Data Services of Arizona/Veracity Traffic Group (520) 316-6745

Volumes for: Thursday, August 17, 2023

City: El Cajon

Station ID #: 66

Location: Greenfield west of Main

AM Period	NB	SB	EB	WB	PM Period	NB	SB	EB	WB			
00:00			5	8	12:00			50	48			
00:15			9	7	12:15			48	52			
00:30			1	6	12:30			68	43			
00:45			2	17	4	25	42	52	218	66	209	427
01:00			3	3	13:00			48	55			
01:15			3	8	13:15			51	61			
01:30			1	3	13:30			58	49			
01:45			3	10	5	19	29	46	203	50	215	418
02:00			3	2	14:00			53	50			
02:15			0	2	14:15			46	53			
02:30			1	2	14:30			64	71			
02:45			0	4	1	7	11	54	217	69	243	460
03:00			3	5	15:00			60	64			
03:15			3	2	15:15			58	80			
03:30			2	2	15:30			67	69			
03:45			2	10	3	12	22	84	269	70	283	552
04:00			3	2	16:00			69	68			
04:15			7	3	16:15			62	80			
04:30			9	8	16:30			81	66			
04:45			11	30	5	18	48	77	289	68	282	571
05:00			8	5	17:00			86	57			
05:15			23	8	17:15			75	64			
05:30			26	15	17:30			54	57			
05:45			31	88	19	47	135	54	269	51	229	498
06:00			37	16	18:00			48	51			
06:15			25	20	18:15			45	62			
06:30			35	32	18:30			41	50			
06:45			49	146	32	100	246	33	167	37	200	367
07:00			51	51	19:00			29	32			
07:15			61	43	19:15			35	37			
07:30			61	79	19:30			37	53			
07:45			53	226	79	252	478	38	139	44	166	305
08:00			61	51	20:00			43	42			
08:15			65	66	20:15			43	43			
08:30			59	83	20:30			28	43			
08:45			74	259	57	257	516	23	137	24	152	289
09:00			52	49	21:00			23	26			
09:15			38	61	21:15			15	22			
09:30			34	36	21:30			11	19			
09:45			35	159	40	186	345	15	64	17	84	148
10:00			29	48	22:00			16	13			
10:15			34	44	22:15			12	20			
10:30			38	42	22:30			6	17			
10:45			46	147	41	175	322	9	43	11	61	104
11:00			37	45	23:00			11	13			
11:15			38	38	23:15			7	14			
11:30			37	55	23:30			4	3			
11:45			46	158	59	197	355	4	26	8	38	64

Total Vol. 1254 1295 **2549** 2041 2162 **4203**

GPS Coordinates: 32.812600, -116.919400

Daily Totals

NB	SB	EB	WB	Combined
		3295	3457	6752

AM

PM

Split %	49.2%	50.8%	37.8%	48.6%	51.4%	62.2%
Peak Hour	08:00	07:45	07:45	16:30	15:15	15:45
Volume	259	279	517	319	287	580
P.H.F.	0.88	0.84	0.91	0.93	0.90	0.94

Prepared by: Field Data Services of Arizona/Veracity Traffic Group (520) 316-6745

Volumes for: Wednesday, October 4, 2023

City: El Cajon

Station ID #: 59

Location: Greenfield east of Second

AM Period	NB	SB	EB	WB	PM Period	NB	SB	EB	WB			
00:00			1	0	12:00			58	49			
00:15			3	0	12:15			57	40			
00:30			2	2	12:30			54	44			
00:45			0	6	1	3	9	59	228	40	173	401
01:00			0	1	13:00			60	41			
01:15			0	1	13:15			65	45			
01:30			1	2	13:30			85	50			
01:45			3	4	0	4	8	74	284	58	194	478
02:00			2	0	14:00			78	54			
02:15			1	0	14:15			80	74			
02:30			4	1	14:30			85	75			
02:45			1	8	3	4	12	89	332	59	262	594
03:00			5	2	15:00			99	60			
03:15			2	5	15:15			90	65			
03:30			5	2	15:30			101	85			
03:45			8	20	7	16	36	108	398	88	298	696
04:00			5	4	16:00			136	80			
04:15			9	9	16:15			133	85			
04:30			6	19	16:30			131	89			
04:45			7	27	19	51	78	125	525	90	344	869
05:00			10	20	17:00			124	96			
05:15			14	25	17:15			104	99			
05:30			18	24	17:30			85	90			
05:45			20	62	41	110	172	74	387	85	370	757
06:00			24	45	18:00			76	74			
06:15			41	50	18:15			60	45			
06:30			45	59	18:30			55	50			
06:45			50	160	66	220	380	50	241	54	223	464
07:00			54	60	19:00			41	33			
07:15			58	58	19:15			43	30			
07:30			85	54	19:30			39	32			
07:45			89	286	74	246	532	30	153	28	123	276
08:00			99	75	20:00			32	21			
08:15			90	59	20:15			25	19			
08:30			85	60	20:30			21	16			
08:45			74	348	65	259	607	16	94	13	69	163
09:00			76	58	21:00			16	9			
09:15			69	88	21:15			13	11			
09:30			63	74	21:30			9	10			
09:45			66	274	76	296	570	11	49	14	44	93
10:00			60	60	22:00			10	15			
10:15			65	65	22:15			14	16			
10:30			58	52	22:30			7	13			
10:45			52	235	46	223	458	4	35	9	53	88
11:00			74	60	23:00			9	6			
11:15			75	65	23:15			6	8			
11:30			50	69	23:30			3	5			
11:45			59	258	63	257	515	2	20	7	26	46

Total Vol. 1688 1689 **3377** 2746 2179 **4925**

GPS Coordinates: 32.813369, -116.934846

Daily Totals

NB	SB	EB	WB	Combined
		4434	3868	8302

AM

PM

Split %	50.0%	50.0%	40.7%	55.8%	44.2%	59.3%
Peak Hour	07:30	09:15	07:45	16:00	16:45	16:15
Volume	363	298	631	525	375	873
P.H.F.	0.92	0.85	0.91	0.97	0.95	0.99



City Council Agenda Report

Agenda Item 12.

DATE: July 23, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Noah Alvey, Deputy Director of Community Development
SUBJECT: Sign Ordinance

RECOMMENDATION:

That the City Council discusses the City's Sign Ordinance and either:

1. Accepts the information provided in the report and takes no further action; or
2. Provides alternative policy direction to staff.

BACKGROUND:

On March 12, 2024, the City Council adopted the 2024 City Council Action Plan. Identified as a City Beautification Goal, the City Council directed that staff return with a review of the City's Sign Ordinance and to seek areas of concern from the City Council.

On February 8, 2017, the City Council was presented with detailed information regarding new business signage, the types of permitted temporary signs, acceptable materials and how long these signs may be displayed. The City Council accepted the report and took no action.

On April 27 and September 14, 2021, the City Council was presented with how the Sign Ordinance addresses flashing signs and light ropes. Specifically, the report included how flashing signs and certain lights in windows are regulated. The City Council also asked for options to consider that could lead to amending the Sign Ordinance. The Council accepted the report and took no action.

El Cajon sign regulations are designed to do the following:

- Serve the interests of community aesthetics, and vehicular and pedestrian safety;
- Protect and preserve property values;
- Improve the visual environment of the City so as to promote commerce, investment, tourism, visitation, and the overall quality of life for persons living in, doing business in, or visiting the City;
- Promote the public health, safety and general welfare of persons driving, parking, walking, residing, or conducting business within the City by reducing visual distractions to motorists, by making signs and advertising displays more attractive, aesthetically pleasing, and more effective; and
- Ensure that every use of property within the City receives adequate identification.

It is noteworthy to mention that, in the most general terms, the U.S. Supreme Court has determined that sign regulations must allow adequate avenues for both commercial and non-commercial messages, and protect the constitutionally guaranteed right of free speech.

DISCUSSION

In general, the El Cajon Sign Ordinance permits the following:

Temporary Signs

Temporary signs are defined as a means of temporary advertising device which, by virtue of its construction from lightweight or flimsy materials, is not intended for, nor is it suitable for display over an extended period of time (180 days). These signs include but not limited to banners (including feather banners), balloons, searchlights, inflatable objects, pennants, streamers, etc. They are typically flexible and non-rigid, and composed of plastic, cloth or other soft fabric (flags and feather banners), or lightweight non-porous material (balloons).

Temporary signs do not include animated signs, flashing signs, sign spinners, marquee signs, portable signs, or revolving signs, because these signs are prohibited, except that, certain types of portable signs and flashing signs, including light ropes may be permitted in the Downtown Master Plan Area.

Temporary Sign Display

The Sign Ordinance allows new businesses and businesses that have a change of ownership to display temporary signs for a period of 30 days. Furthermore, a new business may obtain a Temporary Use Permit (\$195) to allow for an additional four weeks. Based on that, a new business may display temporary signs for a two-month consecutive period.

The Sign Ordinance also allows the following additional temporary sign display opportunities:

1. Any commercial establishment may display nonmetallic balloons with a maximum diameter of sixteen inches, without limitation as to the number or height of display, and shall be limited to a period of 30 consecutive days and a total of 120 days during any 12-month period.
2. Any commercial establishment in which over 50% of its merchandise for sale is permitted to be displayed outdoors and located in the Commercial-General zone (CG), Commercial-Regional zone (CR), or Commercial-Manufacturing (CM) zone, and such establishment occupies a minimum gross lot area of two acres (single-occupancy properties), may display banner(s) not exceeding a total maximum banner sign area of 0.25 square feet of sign area for each lineal foot of total street frontage. Banners may be mounted on buildings and light poles within the property. Banners located on light poles may not exceed 15 square feet each. An example of this would typically be auto dealerships.
3. Holiday periods
 - a. Valentine's Day/Presidents' Day – 19 days
 - b. Mother's Day – 11 days
 - c. Independence Day – 14 days
 - d. Labor Day – 14 days
 - e. Winter Holiday – 41 days

Permanent Signage

Generally, commercially developed properties have multiple identification options, including

building wall face signs, monument signs, and pylon (pole) signs. Moreover, commercial properties within 660 feet of a freeway may also have a freeway-oriented sign. However, there are limitations in the Manufacturing (M) and Office Professional (OP) zones where pylon signs are not permitted.

Wall Face Signs

Every commercial building may have a maximum cumulative sign area of four square feet per lineal foot of building face to which the sign is attached. The provision for wall signs is reduced to a maximum cumulative sign area of two square feet per lineal foot for properties in the O-P zone and in the Downtown Master Plan Area. Wall signs may be individual channel letters, painted signs, or box signs. Box signs, also known as cabinet or can signs, are boxes with a face. These signs are not permitted in the Downtown Area.

Monument Signs

Monument signs are a low-profile freestanding structure eight feet or less in height and length, and two feet or less in width, containing a sign area of no more than 48 square feet per sign face. Only certain commercial developments and businesses are permitted to have a monument sign. Criteria includes property size and public street frontage.

Pylon or Pole Signs

Pole signs may be up to 24-feet high and have up to 100 square feet of sign area when the commercial development is located on a site having a minimum street frontage of 150 feet, or a minimum size of 22,500 square feet. If the site is two-acres or more then the pole sign may be as high as 65 feet and the sign area may be up to two square feet for each lineal foot of street or freeway frontage for each face.

Freeway-Oriented Signs

These signs may be freestanding or wall mounted. Freestanding signs may be as high as 65 feet. However, if it can be shown that a greater height is necessary in order to gain adequate identification, a higher sign may be approved by the Planning Commission.

Electronic Message Displays

Electronic message display signs may be authorized as part of any permitted sign display, subject to the same height, sign area, and location limitations of the permitted sign, and subject to the granting of a minor use permit. Electronic message display signs may display only noncommercial or on-site commercial messages. When allowed, such signs may not include any illumination, flashing, or message change that is in motion, or appears to be in motion, or that changes in image or intensity more than once per four seconds.

City Council Considerations

The El Cajon Sign Ordinance has been presented above in the most general terms. The City Council may wish to discuss a particular component of the sign ordinance in more detail or direct staff to return with a detailed analysis. In general, the El Cajon Sign Ordinance is considered to be a "lenient" ordinance in comparison to most other cities' sign regulations within the region.

If the City Council wishes to initiate an amendment to the El Cajon Sign Ordinance, it can give staff and the Planning Commission specific or broad direction as it deems appropriate at this time. The City Council does not need to make specific decisions on any issue now, since this issue will go through both a Planning Commission and then a City Council public hearing. The

City Council may wish to give general direction for certain categories of the Sign Ordinance to be considered for staff and the Planning Commission to further review and make recommendations on. The City Council may also wish to consider a series of community forums, followed by a City Council workshop with recommended changes.

DISCUSSION AND DIRECTION

The City Council is requested to provide direction regarding the preferred approach or range of approaches in addressing the City's temporary sign provisions.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The discussion of the sign ordinance is not a project subject to the California Environmental Quality Act ("CEQA") because it is a procedural, administrative step in the process, which may only direct the Planning Commission and staff to study and prepare potential amendments to the Municipal Code for future consideration.

FISCAL IMPACT:

The overall fiscal impact is unknown at this time. The specific costs associated with a sign ordinance amendment is generally absorbed by the General Fund associated with personnel costs.

Prepared By: Noah alvey, Deputy Director of Community Development

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: July 23, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Mayor Wells
SUBJECT: Council Activity Report

RECOMMENDATION:

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

BACKGROUND:

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

REPORT:

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

June 26, 2024 - Interview with Channel 8
June 26, 2024 - Interview with Channel 10
June 26, 2024 - Interview with KUSI
June 29, 2024 - Interview with Fox News
July 1, 2024 - Interview with Channel 8
July 1, 2024 - Interview with Channel 10
July 1, 2024 - Interview with KUSI
July 2, 2024 - Interview with KUSI
July 15-18, 2024 - Republican National Convention
July 23, 2024 - Interview with C. Sims regarding Homeless Ministry
July 23, 2024 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Bill Wells, Mayor



City Council
Agenda Report

Agenda Item 14.

DATE: July 23, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Councilmember Goble

SUBJECT: COUNCILMEMBER STEVE GOBLE

MTS (Metropolitan Transit System Board); East County Advanced Water Purification Joint Powers Authority Board; Chamber of Commerce – Government Affairs Committee; SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – Alternate.

RECOMMENDATION:

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

BACKGROUND:

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

REPORT:

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

- July 3, 2024 - Emails with Santee Councilmember Hall re: Copper Line
- July 9, 2024 - Emails with PD re: July 8 incident
- July 12, 2024 - Chamber First Friday Breakfast
- July 13-16, 2024 - Attend American Public Transit Association Conference
- July 18, 2024 - MTS Board Meeting
- July 22, 2024 - Meeting with City Manager
- July 23, 2024 - Lunch with Allen @ Cox Communications
- July 23, 2024 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Steve Goble, Councilmember



City Council
Agenda Report

Agenda Item 15.

DATE: July 23, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Councilmember Kendrick
SUBJECT: COUNCILMEMBER GARY KENDRICK
METRO Commission/Wastewater JPA; Heartland Communications;
Heartland Fire Training JPA.

RECOMMENDATION:

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

BACKGROUND:

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

REPORT:

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

July 11, 2024 - Heartland Fire Training Facility Authority Meeting
July 23, 2024 - City Council Meetings

I am available to answer questions.

Submitted By: Gary Kendrick, Councilmember



City Council
Agenda Report

Agenda Item 16.

DATE: July 23, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Councilmember Metschel

SUBJECT: COUNCILMEMBER MICHELLE METSCHEL

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

RECOMMENDATION:

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

BACKGROUND:

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

REPORT:

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

July 23, 2024 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Michelle Metschel, Councilmember



City Council
Agenda Report

Agenda Item 17.

DATE: July 23, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Deputy Mayor Ortiz

SUBJECT: DEPUTY MAYOR PHIL ORTIZ

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

RECOMMENDATION:

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

BACKGROUND:

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

REPORT:

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

July 16, 2024 - East County Chamber Government Affairs Committee
July 17, 2024 - San Diego River Conservancy Board Meeting
July 23, 2024 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Phil Ortiz, Deputy Mayor
