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CITY OF EL CAJON

*City Council/Housing Authority/
Successor Agency to the Redevelopment Agency*

AGENDA



June 9, 2015

**Honoring
and celebrating
the people
who make
El Cajon**

*The Valley
of
Opportunity*

Bill Wells
Mayor

Bob McClellan
Mayor Pro Tem

Tony Ambrose
Councilmember

Star Bales
Councilmember

Gary Kendrick
Councilmember

Douglas Williford
City Manager

Morgan Foley
City Attorney

Majed Al-Ghafry
Assistant City Manager

Belinda Hawley
City Clerk



AGENDA



June 9, 2015
3:00 p.m.

The Agenda contains a brief general description of each item to be considered and most items have a *RECOMMENDATION* from Staff or a Commission, which Council will consider when making a final decision.

Copies of written documentation relating to each item of business on the Agenda are on file in the City Clerk's Office and in the Agenda Book next to the podium in the Council Chambers.

PLEASE COMPLETE A "REQUEST TO SPEAK" FORM FOR EACH ITEM PRIOR TO THE COMMENCEMENT OF THE MEETING AND SUBMIT IT TO THE CITY CLERK if you wish to speak about an Item on the Agenda or under Public Comment.

- **CALL TO ORDER:** Mayor Bill Wells
- **ROLL CALL:** City Clerk Belinda Hawley



PLEDGE OF ALLEGIANCE TO FLAG AND MOMENT OF SILENCE

- **POSTINGS:** The City Clerk posted Orders of Adjournment of the May 26, 2015, Meeting and the Agenda of the June 9, 2015, Meeting in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.
- **PRESENTATIONS:**
 - Fire Department ISO Reclassification Presentation
- **AGENDA CHANGES:**

*Backup Information Available – Housing Authority and Successor Agency Items are identified.

CONSENT ITEMS: (1.1 – 1.11)

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.

***1.1 MINUTES OF CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY MEETINGS**

RECOMMENDATION: That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approve Minutes of the May 26, 2015 Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

1.2 WARRANTS

RECOMMENDATION: That the City Council approve payment of Warrants as submitted by the Finance Department.

1.3 APPROVAL OF READING BY TITLE AND WAIVER OF READING IN FULL OF ORDINANCES ON AGENDA

RECOMMENDATION: That the City Council approve the reading by title and waive the reading in full of all Ordinances on the Agenda.

***1.4 RESOLUTION: AWARD OF BID NO. 034-15, FIRE STATION #6 RENOVATION AND CITY HALL MODERNIZATION RE-BID (Report: Purchasing Agent)**

RECOMMENDATION: That the City Council:

- Find the protest submitted by Good-Men Roofing and Construction, Inc. to merit revision of prior award recommendation;
- Find the protest submitted by NEI Contracting and Engineering, Inc. to be timely, but without merit; and
- Adopt the next RESOLUTION in order awarding the bid to the lowest responsive, responsible bidder, Good-Men Roofing and Construction, Inc., in the amount of \$1,269,303.00.

CONSENT ITEMS: (Continued)

- *1.5 DESIGNATION OF VOTING DELEGATE AND ALTERNATE TO LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE, SEPTEMBER 30 – October 2, 2015 (Report: City Manager)**

RECOMMENDATION: That the City Council designate Mayor Bill Wells as the Voting Delegate for the City of El Cajon, and City Manager, Douglas Williford, as the Alternate, for the League of California Cities Annual Conference.

- *1.6 RESOLUTION: AWARD OF BID NO. 003-16, JANITORIAL SUPPLIES (Report: Purchasing Agent)**

RECOMMENDATION: That the City Council:

- Reject all bids for Section II (Chemicals), due to the failure to receive any responsive bids (where the only two bids received failed to include the required Safety Data Sheets), and direct the Purchasing Agent to proceed with an open market purchase; and
- Adopt the next RESOLUTION in order and award the bid to the lowest responsive bidders Mission Janitorial Supplies for Section I (Paper Products) in the amount of \$14,899.26, and D2 Distributors, LLC for Section III (Accessories) in the amount of \$4,118.47.

- *1.7 ACCEPTANCE OF SEWER AND STORM DRAIN REPAIRS AND REPLACEMENT 2013, PW 3448 / Bid NO. 004-14 (Report: Deputy Director of Public Works)**

RECOMMENDATION: That the City Council accept the project, authorize the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

- *1.8 ACCEPTANCE OF THE UPGRADE OF REGULATORY AND WARNING SIGNS 2014, FEDERAL AID PROJECT HSIPL-5211(029), PW3492 / BID NO. 018-15 (Report: Deputy Director of Public Works)**

RECOMMENDATION: That the City Council accept the project, authorize the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

CONSENT ITEMS: (Continued)

- *1.9 RESOLUTION: JOINT EXERCISE OF POWERS OF AGREEMENT FOR THE DEVELOPMENT, MAINTENANCE AND OPERATIONS OF SPORTS FIELDS AT ANZA ELEMENTARY SCHOOL (Report: Director of Recreation)**

RECOMMENDATION: That the City Council adopts the next RESOLUTION in order approving the execution of the Joint Exercise of Powers of Agreement (JPA) for the development, maintenance and operations of sports fields at Anza Elementary School.

- *1.10 RESOLUTION: JOINT EXERCISE OF POWERS OF AGREEMENT FOR THE DEVELOPMENT, MAINTENANCE AND OPERATIONS OF SPORTS FIELDS AT CUYAMACA ELEMENTARY SCHOOL (Report: Director of Recreation)**

RECOMMENDATION: That the City Council adopts the next RESOLUTION in order approving the execution of the Joint Exercise of Powers of Agreement (JPA) for the development, maintenance and operations of sports fields at Cuyamaca Elementary School.

- *1.11 RESOLUTION: REIMBURSEMENT OF PORTAL-TO-PORTAL TIME SPENT BY FIRE EMPLOYEES ASSIGNED TO EMERGENCY INCIDENTS (Report: Fire Chief)**

RECOMMENDATION: That the City Council adopts the next RESOLUTION in order, identifying the terms and conditions for Fire Department response away from their official duty station and assigned to an emergency incident and verifying the Fire Department's compensation practices for the purpose of qualifying for portal-to-portal reimbursement form the State Office of Emergency Services (OES).

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 agenda 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.

2. WRITTEN COMMUNICATIONS: None

3. PUBLIC HEARINGS: None

4. ADMINISTRATIVE REPORTS:

***4.1 EVALUATION OF DEVELOPMENT PROPOSALS FOR 100 FLETCHER PARKWAY (Report: City Manager)**

RECOMMENDATION: That the City Council / Successor Agency Board appoint two of its members to a sub-committee, in conjunction with the City Manager, City Attorney and City broker, to evaluate and make recommendations for the purpose of choosing a development team to enter into an Exclusive Negotiating Agreement for the development of 100 Fletcher Parkway.

***4.2 AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR THE EAST COUNTY PERFORMING ARTS CENTER – ARCHITECTS MOSHER DREW (Report: Assistant City Manager)**

RECOMMENDATION: That the City Council authorize the City Manager to execute a first amendment to increase the contract amount of the existing Professional Services Agreement (PSA) between the City of El Cajon (City) and Architects Mosher Drew (Architect) to \$415,000, authorize up to a maximum of 25 percent contract amendments by the City Manager based on the amended contract amount and to extend the agreement to September 30, 2016.

5. COMMISSION REPORTS: None

6. ACTIVITIES REPORTS OF MAYOR WELLS/COMMENTS

SANDAG (San Diego Association of Governments); SANDAG Public Safety Committee; League of California Cities, San Diego Division; Heartland; Fire Training JPA – Alternate; Indian Gaming Local Community Benefit Committee.

***6.1 COUNCIL ACTIVITIES REPORT/COMMENTS**

***6.2 LEGISLATIVE REPORT**

ACTIVITIES REPORTS OF COUNCILMEMBERS

7.

COUNCILMEMBER GARY KENDRICK

Heartland Communications JPA; Heartland Fire Training JPA;.

***7.1 COUNCIL ACTIVITIES REPORT/COMMENTS**

***7.2 RESPONSIBLE RETAIL STORES PROGRAM**

RECOMMENDATION: That the City Council DIRECT the City manager to return to the City Council at an appropriate time with a detailed proposed program pertaining to responsible stores selling alcohol, modeled after our existing Crime Free programs.

8.

COUNCILMEMBER TONY AMBROSE

SANDAG (San Diego Association of Governments) - Alternate; SANDAG Public Safety Committee – Alternate Chamber of Commerce – Government Affairs; MTS (Metropolitan Transit System Board) - Alternate; East County Economic Development Council; METRO Commission/ Wastewater JPA.

***8.1 COUNCIL ACTIVITIES REPORT/COMMENTS**

9.

MAYOR PRO TEM BOB McCLELLAN

MTS (Metropolitan Transit System Board); Harry Griffen Park Joint Steering Committee; Heartland Communications JPA – Alternate.

***9.1 COUNCIL ACTIVITIES REPORT/COMMENTS**

10.

COUNCILMEMBER STAR BALES

East County Economic Development Council - Alternate; METRO Commission/ Wastewater JPA – Alternate; Indian Gaming Local Community Benefit Committee – Alternate.

***10.1 COUNCIL ACTIVITIES REPORT/COMMENTS**

11. JOINT COUNCILMEMBER REPORTS:

- *11.1 SUPPORT FOR SB 151 – CHANGING TOBACCO SALES AGE LIMITS IN CALIFORNIA (Report: Mayor Pro Tem McClellan and Councilmember Kendrick)**

RECOMMENDATION: That the City Council DIRECT Staff to transmit a letter to State Assemblyman Jones and Governor Brown regarding our support for SB 151.

12. GENERAL INFORMATION ITEMS FOR DISCUSSION: None

13. ORDINANCES: FIRST READING - None

14. ORDINANCES: SECOND READING AND ADOPTION

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

- *14.1 DESIGNATION OF FIRE HAZARD SEVERITY ZONES AND WILDLAND URBAN INTERFACE AREAS**

An Ordinance of the City Council of the City of El Cajon Adding A New Chapter 15.86 to the El Cajon Municipal Code, Designating Very High Fire Hazard Severity Zones and Wildland Urban Interface Areas Within Its Jurisdictional Boundaries

- **MOTION to adopt Ordinance**

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15. CLOSED SESSION:

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

15.1 CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54957.6.

Agency Designated Representatives:	Jim Lynch, Director of Human Resources Steve Berliner, Esq., Liebert Cassidy Whitmore Frances Rogers, Esq., Liebert Cassidy Whitmore
Employee Organizations:	El Cajon Mid-Management and Professional Employees Group El Cajon Municipal Employees Association El Cajon Police Officers Association El Cajon Police Officers Association Management Group El Cajon Professional Firefighters International Association of Fire Fighters Local 4603 (includes El Cajon Fire Supervisory Unit and El Cajon Firefighters' Association) Executive, Unrepresented and Confidential Employees

16. RECONVENE TO OPEN SESSION:

City Attorney or Representative reports on action taken in Closed Session.

ADJOURNMENT: The Regular Joint Meeting of the El Cajon City Council/ El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 9th day of June 2015 is adjourned to Tuesday, June 23, 2015, at 3:00 p.m.



City Council Meeting for June 9, 2015



June 10 - Cajon Classic Cruise Car Show - “Speed Week!” This weekly event continues every Wednesday night through October 28, from 5:00 p.m. to 8:00 p.m., on East Main Street, between Magnolia and Claydelle Avenues. The 2015 season of car shows is hosted by the Downtown Business Partners. For more information, visit www.cajonclassiccruise.org or call (619) 334-3000.

June 11 - The El Cajon Farmers’ Market continues every Thursday in Downtown El Cajon, from 3:00 p.m. to 7:00 p.m., at the Prescott Promenade, 201 East Main Street. Enjoy fresh fruit, vegetables, bread, prepared hot food, music and more! Visit www.elcajonfarmersmarket.org.

June 12 - Dinner & a Concert with “80’s All-Stars” playing classic rock music! Enjoy all the great music and dancing at the Prescott Promenade from 6:00 p.m. to 8:00 p.m. On **June 19**, it’s **“Laguna”** playing classic rock music. The Promenade is located at 201 E. Main Street in Downtown El Cajon. For a complete line-up of concerts, please visit www.downtownec.com.

June 19 and July 3 - Alternate Friday closures for El Cajon City offices. Please go to www.cityofelcajon.us for a full calendar of hours for City offices during 2015.

June 20 - KaBOOM! Playground Build Day at Bill Beck Park! The City of El Cajon, Foresters, Stoney’s Kids, the El Cajon Kiwanis Club and KaBOOM! have designed a customized playground for Bill Beck Park, located at 543 N. Pierce Street. 200 volunteers are needed to construct the park. In particular, those highly skilled in the area of construction are needed. June 18 will be the prep day and June 20 will be the build day. Volunteers must pre-register. Hours will be from 8:00 a.m. to 2:30 p.m. for both days. If you can help, please call (619) 873-1641.

June 20 & 21 - AirShow San Diego at Gillespie Field Airport - (Formerly Wings Over Gillespie). This year’s air show will feature a collection of aircraft and activities to commemorate the 70th anniversary of the end of WWII. See historic aircraft displays, military reenactments, a free Kid’s Zone and more. Gates open at 9:00 a.m. and close at 5:00 p.m. at Gillespie Field, located at 1960 Joe Crosson Drive in El Cajon. For more details and tickets, please visit www.aglcaf.org.

June 21 - Happy Father’s Day!

June 23 and July 14 - El Cajon City Council Meetings are at 3:00 p.m. and 7:00 p.m., as needed. The meetings are held in the City Council Chamber at 200 Civic Center Way. For more information and to view the full agenda online please visit www.cityofelcajon.us.

June 27 - The Rotary Club Of El Cajon Presents “An Evening in The Tropics” from 5:00 p.m. to 10:00 p.m. at the Water Conservation Garden on the campus of Cuyamaca College, 900 Rancho San Diego Parkway. Enjoy a tropical paradise, with South Sea island music, dancers, delicious food, and a silent auction. Tickets are \$80 each. For more information, please call (858) 408-1404, or visit www.elcajonrotary.org.

Recreation:

The Summer Recreation Guide is now available - register soon before classes fill up! The Recreation Guide is available online at www.elcajonrec.org or pick up a copy at any of the El Cajon recreation centers, local libraries and in the lobbies of City Hall and the El Cajon Police Station. For more information, call (619) 441-1516.

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



MINUTES

**CITY OF EL CAJON
EL CAJON, CALIFORNIA**

May 26, 2015

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the Redevelopment Agency of the City of El Cajon, California held Tuesday, May 26, 2015, 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. This meeting was adjourned from the Adjourned Regular Joint meeting held at 3:00 p.m. on May 12, 2015.

ROLL CALL

Council/Agency members present:
Council/Agency members absent:
Mayor Pro Tem/Vice Chair present:
Mayor/Chair present:
Other Officers present:

Ambrose, Bales and Kendrick
None
McClellan
Wells
Hawley, City Clerk/Secretary
Foley, City Attorney/General Counsel
Williford, City Manager/Executive Director
Al-Ghafry, Assistant City Manager

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

POSTINGS: The City Clerk posted Orders of Adjournment of the May 12, 2015, meeting and the Agenda of the May 26, 2015, meeting in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

- **Helix Water District**
- **America on Main Street**
- **Waste Management Recycling Champions**

AGENDA CHANGES:

MOTION BY McCLELLAN, SECOND BY BALES, to REMOVE Item 1.5, and Item 15.1 as requested by the City Manager.

MOTION CARRIES BY UNANIMOUS VOTE.

CONSENT ITEMS: (1.1 – 1.7)

MOTION BY KENDRICK, SECOND BY AMBROSE, to APPROVE Consent Items 1.1 to 1.7. (Item 1.5, removed under Agenda Changes)

MOTION CARRIES BY UNANIMOUS VOTE.

1.1 MINUTES OF CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY

Approve Minutes of the May 12, 2015 Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

1.2 WARRANTS

Approve payment of Warrants as submitted by the Finance Department.

1.3 APPROVAL OF READING BY TITLE AND WAIVER OF READING IN FULL OF ORDINANCES ON AGENDA

Approve the reading by title and waive the reading in full of all Ordinances on the Agenda.

CONSENT ITEMS: (Continued)

**1.4 DONATED VEHICLE - UNITED STATES MARSHAL OFFICE
(Report: Police Chief)**

- Authorize the City Manager to approve the Police Department's request to receive a 2014 Ford F-150 Crew Cab Pick-up as a donation from the United States Marshal Office (USMO).
- Appropriate \$5,000.00 for operational upgrades and vehicle maintenance to be reimbursed by the USMO.

REMOVED FROM AGENDA UNDER AGENDA CHANGES:

**1.5 RESOLUTION: AWARD OF BID NO. 034-15, FIRE STATION #6
RENOVATION AND CITY HALL MODERNIZATION RE-BID
(Report: Purchasing Agent)**

RECOMMENDATION: That the City Council:

- Find the protest submitted by NEI Contracting and Engineering, Inc. to be timely, and with merit.
- Find the first low bidder, Good-Men Roofing and Construction, Inc., non-responsive for failure to fulfill flooring and synthetic products licensing requirements or list a subcontractor which fulfills the proper licensing requirements;
- Find the fifth low bidder, KEMCORP Construction, Inc., and the seventh low bidder, Fordyce Construction, non-responsive for failure to fulfill synthetic products licensing requirements or list a subcontractor which fulfills the proper licensing requirements; and
- Adopt the next RESOLUTION in order awarding the bid to the lowest responsive, responsible bidder, NEI Contracting and Engineering, Inc., in the amount of \$1,391,937.00.

**1.6 SUBDIVISION AGREEMENT AND FINAL MAP FOR TENTATIVE
SUBDIVISION MAP (TSM) 658, 801 AVOCADO AVE., ENGINEERING
JOB NO. 3208 (Report: Deputy Director of Public Works)**

Approve the Subdivision Agreement and Final Map for Tentative Subdivision Map (TSM) 658 at 801 Avocado Avenue, authorizing execution of the Agreement.

CONSENT ITEMS: (Continued)

**1.7 ACCEPTANCE OF OVERLAY THOROUGHFARES 2014, ENGINEERING
JOB NO. PW 3486/BID NO. 009-15
(Report: Deputy Director of Public Works)**

Accept the project, authorize the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

PUBLIC COMMENT:

John Berg, from Downtown El Cajon Business Partners, invited the community to the Cajon Classic Cruise and the Concerts in the Park events in El Cajon.

Sunshine Horton shared some of her history in El Cajon and spoke about water conservation. She also spoke about her upcoming 70th birthday celebration.

Bonnie Price spoke about the newly naturalized citizens that registered to vote during the America on Main Street event. She spoke about communication received by Ray Lutz from Housing Urban Development (HUD) regarding the El Cajon Transitional Living Center (ECTLC).

2. WRITTEN COMMUNICATIONS: None

3. PUBLIC HEARINGS: None

4. ADMINISTRATIVE REPORTS:

**4.1 AN OWNER PARTICIPATION AND DEVELOPMENT AGREEMENT
BETWEEN TIPTON ENTERPRISES, INC. AND THE CITY OF EL CAJON
(Report: City Manager)**

RECOMMENDATION: That the City Council:

Move to ADOPT the next RESOLUTION in order APPROVING Owner Participation and Development Agreement between Tipton Enterprises, Inc, and the City of El Cajon.

ADMINISTRATIVE REPORTS: (Item 4.1 – Continued)

DISCUSSION

City Manager Williford presented the Item to the Council.

Robert Clark spoke about the enjoyable experience at the America on Main Street event. He commented about the Tipton Honda participation agreement, indicating he does not agree that this will be profitable for the City, and suggested the resolution be withdrawn.

City Manager Williford explained the concept of the owner participation agreement and clarified that if the base sales are exceeded, it would be a profit for the City but if it's not, there would be no loss for the City.

Mayor Pro Tem McClellan and **Councilmember Kendrick** spoke in support of the owner participation agreement.

City Manager Williford announced that **Michael Hastings** from Tipton Honda is in the audience to answer any questions from Council if needed.

Councilmembers spoke in support of the project.

No one else came forward to speak.

MOTION BY McCLELLAN, SECOND BY BALES, to ADOPT RESOLUTION NO. 044-15 APPROVING Owner Participation and Development Agreement between Tipton Enterprises, Inc, and the City of El Cajon.

MOTION CARRIES BY UNANIMOUS VOTE.

**4.2 MTS BOARD REQUEST FOR TAXICAB DRIVERS
(Report: Assistant to the City Manager)**

RECOMMENDATION: That the City Council direct Mayor Pro Tem Bob McClellan to address the Metropolitan Transit System (MTS) Board with the request that the taxicab drivers with a permit to operate within El Cajon (1) be allowed to fulfill round trips between El Cajon and San Diego and (2) be given first priority when applying for the newly opened San Diego taxicab permit.

ADMINISTRATIVE REPORTS: (Item 4.2 – Continued)

DISCUSSION

City Manager Williford introduced **Assistant to the City Manager Brett Channing**, who presented the Item to **Council** and stated that local drivers are frustrated about passenger pick up/drop-round trip limitations for the El Cajon drivers.

Mayor Pro Tem McClellan read a letter received from MTS which outlined the requirements and regulations for the El Cajon drivers. To be able to pick up fare from San Diego, El Cajon drivers must apply for a San Diego permit. Some of the requirements are a newer model vehicle, ADA compliance, credit card acceptance. El Cajon drivers are encouraged to apply for a San Diego medallion.

Yacoub Younan spoke on behalf of the East County Taxicab owners and drivers, and he thanked Staff and Council for their efforts in helping them. He finds the solution unfair to the current East County drivers.

Discussion ensued amongst Councilmembers, Staff and Mr. Younan regarding:

- Round trips between El Cajon and San Diego;
- Cost for applying for San Diego medallions;
- Suggestions for the taxicab owners to approach City of San Diego Council;
- A suggestion to write a letter to San Diego City Council to petition on behalf of local drivers.

No one else came forward to speak.

MOTION BY WELLS, SECOND BY BALES, to DIRECT Staff to write a letter to San Diego City Council on behalf of taxicab owners.

MOTION CARRIES BY UNANIMOUS VOTE.

5. COMMISSION REPORTS: None

6. ACTIVITIES REPORTS OF MAYOR WELLS/COMMENTS

SANDAG (San Diego Association of Governments); SANDAG Public Safety Committee – Chair; League of California Cities, San Diego Division; Heartland Fire Training JPA – Alternate; Indian Gaming Local Community Benefit Committee.

6.1 Council Activities Report/Comments

REPORT AS STATED.

6.2 LEGISLATIVE REPORT – No Recommended Action.

ACTIVITIES REPORTS OF COUNCILMEMBERS

7.

COUNCILMEMBER GARY KENDRICK

Heartland Communications JPA; Heartland Fire Training JPA.

7.1 Council Activities Report/Comments

REPORT AS STATED.

8.

COUNCILMEMBER TONY AMBROSE

SANDAG – Alternate; SANDAG Public Safety Committee – Alternate; Chamber of Commerce – Government Affairs; MTS (Metropolitan Transit System Board) – Alternate; East County Economic Development Council; METRO Commission/Wastewater JPA.

8.1 Council Activities Report/Comments

REPORT AS STATED.

9.

MAYOR PRO TEM BOB McCLELLAN

MTS (Metropolitan Transit System Board); Harry Griffen Park Joint Steering Committee; Heartland Communications JPA – Alternate.

9.1 Council Activities Report/Comments

REPORT AS STATED.

10.

COUNCILMEMBER STAR BALES

East County Economic Development Council – Alternate; METRO Commission/Wastewater JPA – Alternate; Indian Gaming Local Community Benefit Committee – Alternate.

10.1 Council Activities Report/Comments

REPORT AS STATED.

11. **JOINT COUNCILMEMBER REPORTS: None**

12. **GENERAL INFORMATION ITEMS FOR DISCUSSION: None**

13. **ORDINANCES: FIRST READING**

13.1 **INTRODUCING CHAPTER 15.86 DESIGNATING FIRE HAZARD SEVERITY ZONES AND WILDLAND URBAN INTERFACE AREAS (Report: Fire Chief and Fire Marshal)**

RECOMMENDATION: That the **City Council** consider approving an ordinance adding Chapter 15.86 to the El Cajon Municipal Code designating fire hazard severity zones and wildland urban interface areas as designated on the map titled "El Cajon Fire Hazard Severity Zones," dated January 27, 2009.

- **Make a MOTION, and SECOND to introduce the Ordinance**
- **Discussion**
- **Vote**
- **If approved, the Mayor requests the City Clerk to recite the title**

An Ordinance of the City Council of the City of El Cajon Adding A New Chapter 15.86 to the El Cajon Municipal Code, Designating Very High Fire Hazard Severity Zones and Wildland Urban Interface Areas Within Its Jurisdictional Boundaries

DISCUSSION

City Attorney Foley presented the Item to **Council**.

MOTION BY McCLELLAN, SECOND BY AMBROSE, to INTRODUCE the Ordinance.

MOTION CARRIES BY UNANIMOUS VOTE.

The **City Clerk** recites the title of the ordinance for a first reading.

An Ordinance of the City Council of the City of El Cajon Adding A New Chapter 15.86 to the El Cajon Municipal Code, Designating Very High Fire Hazard Severity Zones and Wildland Urban Interface Areas Within Its Jurisdictional Boundaries

14. ORDINANCES: SECOND READING AND ADOPTION

RECOMMENDATION: That Mayor Wells requests the City Clerk to recite the title:

14.1 AMENDMENT TO CITY'S STORM WATER MANAGEMENT AND DISCHARGE CONTROL ORDINANCE

RECOMMENDATION: That the City Council requests the City Clerk to recite the title.

An Ordinance Repealing Chapter 13.10 of Title 13 and Adding a New Chapter 13.10 to Title 13 of the El Cajon Municipal Code Establishing Regulations for Storm Water Management and Discharge Control

- **MOTION to adopt the Ordinance**

MOTION BY McCLELLAN, SECOND BY BALES, to ADOPT Ordinance No. 5026.

MOTION CARRIES BY UNANIMOUS VOTE:

REMOVED FROM AGENDA UNDER AGENDA CHANGES:

15. CLOSED SESSION

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

15.1 CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54957.6.

Agency Designated Representatives: Jim Lynch, Director of Human Resources
Steve Berliner, Esq., Liebert Cassidy Whitmore
Frances Rogers, Esq., Liebert Cassidy Whitmore

Employee Organizations: El Cajon Mid-Management and Professional Employees Group
El Cajon Municipal Employees Association
El Cajon Police Officers Association
El Cajon Police Officers Association Management Group
El Cajon Professional Firefighters International Association of Fire Fighters Local 4603 (includes El Cajon Fire Supervisory Unit and El Cajon Firefighters' Association)
Executive, Unrepresented and Confidential Employees

Adjournment: Mayor Wells adjourned the Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the Redevelopment Agency held this 26 day of May, 2015, at 4:32 p.m. to Tuesday, June 9, 2015, at 3:00 p.m.

**BELINDA A. HAWLEY, CMC
City Clerk/Secretary**

DRAFT

**APPROVAL OF READING BY TITLE AND WAIVER OF READING
OF ORDINANCES ON THIS AGENDA**

The City Council waives the reading of the full text of every ordinance contained in this agenda and approves the reading of the ordinance title only.

City Clerk Date Stamp
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City of El Cajon Agenda Report

MEETING: June 9, 2015

ITEM NO: 1.4



TO: Mayor Wells, Mayor Pro Tem McClellan
Councilmembers Ambrose, Bales, Kendrick

FROM: Purchasing Agent

SUBJECT: Award of Bid No. 034-15, Fire Station #6 Renovation and City Hall
Modernization Re-Bid

RECOMMENDATION: That the City Council:

- 1) Find the protest submitted by Good-Men Roofing and Construction, Inc. to merit revision of prior award recommendation.
- 2) Find the protest submitted by NEI Contracting and Engineering, Inc. to be timely, but without merit.
- 3) Adopt the next resolution in order awarding the bid to the lowest responsive, responsible bidder, Good-Men Roofing and Construction, Inc., in the amount of \$1,269,303.00.

BACKGROUND: On November 18, 2014, the City Council approved a project for the renovation of Fire Station #6 and the modernization of City Hall's first and second floors. Forty-three prospective bidders obtained bid packages and eight responses were received and opened at 2:00 p.m. on January 21, 2015. Due to ambiguous verbiage in the bid specifications and multiple non-responsive bids, on February 24, 2015, the City Council approved the rejection of all bids and the rebidding of the project with revisions.

Upon rebidding, fifteen bidders obtained bid packages and seven responses were received and opened at 2:00 p.m. on April 7, 2015.

The apparent low bid was submitted by Good-Men Roofing and Construction, Inc. The apparent second low bidder, NEI Contracting and Engineering, Inc., submitted a written protest via e-mail dated May 4, 2015. Therefore, staff considers the protest to be timely. NEI Contracting and Engineering, Inc. is protesting that Good-Men Roofing and Construction, Inc. does not maintain the proper licensing and does not list a subcontractor with the proper licensing to perform flooring or synthetic product work. When notified of the City staff's recommendation to reject their bid, Good-Men Roofing and Construction, Inc. submitted their own written protest via e-mail on May 18, 2015. Therefore, staff considers their protest to be timely. Good-Men Roofing and Construction is protesting that the B – General Building Contractor License they maintain is sufficient to perform the flooring and synthetic product work per Section 7057 of the California Business and Professional Code.

Upon thorough review of the protests submitted by NEI Contracting and Engineering, Inc. and Good-Men Roofing and Construction, Inc. by the City Attorney's office, staff has determined that NEI Contracting and Engineering, Inc.'s protest is without merit, per Section 7057 of the California Business and Professional Code. Additionally, staff has determined that Good-Men Roofing and Construction, Inc. maintains the proper licensing to complete the required work listed in the bid specifications.

Purchasing, in concurrence with the Assistant City Manager, recommends award of the bid to the lowest responsive, responsible bidder, Good-Men Roofing and Construction, Inc., in the amount of \$1,269,303.00. The lowest bid is 15% lower than the engineer's estimate of \$1,500,000.00. The summary of bids is attached and complete proposals are on file in the Purchasing Division of the Finance Department.

FISCAL IMPACT:

Sufficient funds are available for this project in the Public Works – Capital Improvement Program for Fiscal Year 2015-2016.

PREPARED BY:

REVIEWED BY:

APPROVED BY:



Nahid Razi
PURCHASING AGENT



Majed Al-Ghafry
ASSISTANT
CITY MANAGER



Douglas Williford
CITY MANAGER

BID SUMMARY - BID NO. 034 15

<u>BIDDER</u>	<u>BID AMOUNT</u>
Good-Men Roofing and Construction, Inc. (San Diego)	\$1,269,303.00*
NEI Contracting & Engineering (Chula Vista)	\$1,391,937.00
M.A. Stevens Construction, Inc. (National City)	\$1,453,007.05
EC Constructors, Inc. (Lakeside)	\$1,506,556.00
Kemcorp Construction, Inc. (Ontario)	\$1,575,500.00
Cyber Professional Solutions Corp. (Chula Vista)	\$1,577,594.43
Fordyce Construction, Inc. (Santee)	\$1,584,365.00

*Recommend Award

RESOLUTION NO. -15

RESOLUTION AWARDING BID FOR
FIRE STATION #6 RENOVATION AND
CITY HALL MODERNIZATION – RE-BID
(Bid No. 034-15)

WHEREAS, on November 18, 2014, the City Council approved a budget for the renovation of Fire Station #6 and the modernization of the first and second floors of City Hall, in the City of El Cajon (the "Project"); and

WHEREAS, Purchasing, in conjunction with the Public Works Department, advertised a notice inviting bids for the construction of the Project; and

WHEREAS, fifteen (15) prospective bidders obtained bid packages, and seven (7) bids for the Project were received and publicly opened at 2:00 p.m. on April 7, 2015; and

WHEREAS, following the receipt of bids, the apparent low bid was submitted by Good-Men Roofing and Construction, Inc.; and

WHEREAS, the apparent second low bidder, NEI Contracting and Engineering, Inc., submitted a written protest via email on May 4, 2015, deemed by staff to be timely, alleging that the apparent first low bidder, Good-Men Roofing and Construction, Inc., does not maintain the proper licensing to perform flooring (specifically, a C-15 license) or synthetic product work (specifically, a D-12 license) and did not list a subcontractor with the proper licensing; and

WHEREAS, when notified of the City staff's recommendation to reject their bid, Good-Men Roofing and Construction, Inc. submitted their own written protest via e-mail on May 18, 2015, deemed by staff to be timely, protesting that the B – General Building Contractor License they maintain is sufficient to perform the flooring and synthetic product work per Section 7057 of the California Business and Professional Code; and

WHEREAS, upon thorough review of the protests submitted by NEI Contracting and Engineering, Inc. and Good-Men Roofing and Construction, Inc. by the City Attorney's office, staff has determined that NEI Contracting and Engineering, Inc.'s protest is without merit, per Section 7057 of the California Business and Professional Code, and that Good-Men Roofing and Construction, Inc. maintains the proper licensing to complete the required work listed in the bid specifications; and

WHEREAS, Purchasing, in concurrence with the Assistant City Manager, recommends award of the bid to the lowest responsive, responsible bidder, Good-Men Roofing and Construction, Inc., in the amount of \$1,269,303.00; and

(Continued on Page 2)

WHEREAS, the City Council believes it to be in the best interests of the City to award the contract to the lowest responsive, responsible bidder.

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

1. The City Council does hereby find the written protest by NEI Contracting and Engineering, Inc. to be timely but without merit, and finds the written protest the Good-Men Roofing and Construction, Inc. to be timely and with merit.

2. The City Council does hereby reject all other bids and proposals except that herein mentioned, and awards the bid for the Fire Station #6 Renovation and City Hall Modernization – Re-Bid project to:

Good-Men Roofing and Construction, Inc.

in the amount of \$1,269,303.00.

3. The Mayor and City Clerk are authorized and directed to execute a contract for said project on behalf of the City of El Cajon.

06/09/15 (Item 1.4)

Bid 034-15 – Fire Station 6 Renovation & City Hall Modernization Re-Bid awd 060215

City Clerk Date Stamp

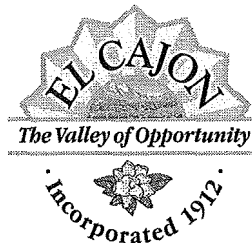
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City of El Cajon Agenda Report

MEETING: June 9, 2015

ITEM NO: 1.5



TO: Mayor Wells, Mayor Pro Tem Kendrick,
Councilmembers Ambrose, Bales, McClellan

FROM: City Manager

SUBJECT: Designation of Voting Delegate and Alternate to League of California
Cities Annual Conference, September 30 – October 2, 2015

RECOMMENDATION: That the City Council designate Mayor Bill Wells as the Voting Delegate for the City of El Cajon, and City Manager, Douglas Williford, as the Alternate, for the League of California Cities Annual Conference.

BACKGROUND: On May 29, 2015, a letter was received from the League of California Cities requesting that the City designate a voting delegate and up to two voting alternates, to attend the annual conference to be held September 30 – October 2, 2015, in San Jose, California. The voting delegate and alternate(s) must register and attend the conference in order to vote on resolutions that establish League policy.

Upon designation of the delegates, the City Clerk will sign and return the form affirming those selected by the City Council.

FISCAL IMPACT: Conference registration fees and lodging (yet to be determined), travel expenses to San Jose, and other incidental expenses.

PREPARED BY:


Douglas Williford
CITY MANAGER



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2015

RECEIVED OFFICE OF
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2015 MAY 29 A 8:54

May 29, 2015

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose**

The League’s 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League’s office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city’s voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____
Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____
Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____
Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

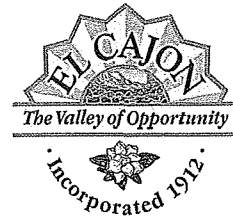
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City of El Cajon Agenda Report

MEETING: June 9, 2015

ITEM NO: 1.6



TO: Mayor Wells, Mayor Pro Tem McClellan
Councilmembers Ambrose, Bales, Kendrick

FROM: Purchasing Agent

SUBJECT: Award of Bid No. 003-16, Janitorial Supplies

RECOMMENDATION: That the City Council:

- 1) Reject all bids for Section II (Chemicals), due to the failure to receive any responsive bids (where the only two bids received failed to include the required Safety Data Sheets), and direct the Purchasing Agent to proceed with an open market purchase; and
- 2) Adopt the next resolution in order and award the bid to the lowest responsive bidders Mission Janitorial Supplies for Section I (Paper Products) in the amount of \$14,899.26, and D2 Distributors, LLC for Section III (Accessories) in the amount of \$4,118.47.

BACKGROUND: Twenty-six prospective bidders obtained bid packages, and three responses were received and opened at 2:00 p.m. on April 28, 2015, for the annual contract to provide janitorial supplies for various departments throughout the City. The bid includes two one-year renewal options.

As stipulated in the bid terms and conditions, the bid will be awarded by category and vendors must complete specified criteria or they will be deemed non-responsive. First, the bid is divided into three product categories: Section I (Paper Products), Section II (Chemicals), and Section III (Accessories); vendors must bid all items in a section. Second, in Section II (Chemicals), Safety Data Sheets (SDSs) must accompany the vendor's bid.


Purchasing recommends award of the bid to the lowest responsive bidders as reflected in the Bid Summary for Bid No. 003-16, attached to this agenda report. Complete proposals are on file in Purchasing. Purchasing also recommends that the City Council finds that since there were no responsive bidders for Section II (Chemicals), staff is directed to purchase these items on the open market in accordance with section 3.20.110 of the El Cajon Municipal Code.

FISCAL IMPACT: The estimated value of the annual contract is \$27,565.00 and the actual amount will vary depending on needs of the various City departments. Sufficient funding is allocated in the adopted annual budget each fiscal year.

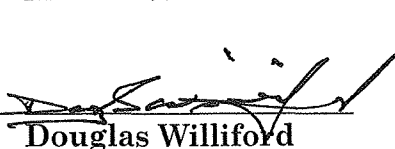
PREPARED BY:

REVIEWED BY:

APPROVED BY:


Nahid Razi
PURCHASING AGENT


Clay Schoen
FINANCE DIRECTOR


Douglas Williford
CITY MANAGER

BID SUMMARY - BID NO. 003-16

Section	Mission Janitorial Supplies	D2 Distributors, LLC	Simply Kleen USA, Inc.
I (Paper Products)	\$14,899.26	\$23,406.10	\$16,284.71
II (Chemicals)	Non-Responsive**	Non-Responsive**	No Bid
III (Accessories)	Non-Responsive*	\$4,118.47	No Bid

Recommended for Award

Non-Responsive* - Non-Responsive for failure to bid all items in Section.

Non-Responsive** - Non-Responsive for failure to submit Safety Data Sheets (SDS) required in Section II (Chemicals).

RESOLUTION NO. -15

RESOLUTION AWARDING BID FOR
JANITORIAL SUPPLIES

(Bid No. 003-16)

WHEREAS, twenty-six (26) prospective bidders obtained bid packages for an annual contract to provide janitorial supplies for the City of El Cajon, with two one-year renewal options, and three (3) responses were received and publicly opened at 2:00 p.m. on April 28, 2015; and

WHEREAS, the bid is divided into three product categories and vendors must bid all items in a section; and, as set out in Section II, Safety Data Sheets ("SDSs") must accompany the vendor's bid; and

WHEREAS, as stipulated in the bid terms and conditions, the bid will be awarded by category, and vendors must complete specified criteria in order to be deemed responsive; and

WHEREAS, the solicitation for bids provided that the City may award the bid for janitorial supplies to one or more vendors, each selected vendor to provide supplies for the category of supplies designated by the City, if that is in the best interest of the City; and

WHEREAS, Mission Janitorial Supplies was deemed to be the lowest, responsive bidder for Section I, but non-responsive for Section II for failure to submit SDSs, and non-responsive for Section III for failure to bid all items in the section; and

WHEREAS, D2 Distributors, LLC was deemed to be the third lowest, responsive bidder for Section I, non-responsive for Section II for failure to submit SDSs, and the lowest, responsive for Section III; and

WHEREAS, Simply Kleen USA, Inc. was deemed to be the second lowest, responsive bidder for Section I, and non-responsive for Sections II and III for failing to bid those sections; and

WHEREAS, Purchasing, in concurrence with the Assistant City Manager, recommends that, in the best interests of the City, the award of Sections I and III of the bid should be divided between the two (2) lowest responsive bidders as set forth below; and

WHEREAS, Purchasing and the Assistant City Manager also recommend that the City Council reject all bids of Section II due to the non-responsiveness of the bidders, and direct staff to purchase these chemical items on the open market in accordance with section 3.20.110 of the El Cajon Municipal Code; and

(Continued on Page 2)

WHEREAS, City Council believes it to be in the best interests of the City to divide the bid between the two (2) lowest, responsive bidders as set forth below; reject all bids for Section II due to non-responsiveness for failure to bid all items in that section; and authorize the Purchasing Agent to purchase these chemical items on the open market in accordance with section 3.20.110 of the El Cajon Municipal Code

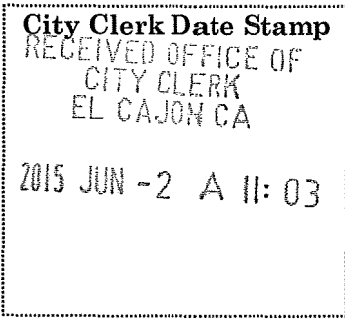
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The City Council of the City of El Cajon hereby rejects all other bids except those herein mentioned, and awards the bid for Janitorial Supplies to the lowest, responsive bidders as follows in the total amount of \$19,017.73:

<u>Vendor</u>	<u>Item Number</u>	<u>Amount</u>
Mission Janitorial Supplies	Section I (Paper Products)	\$14,899.26
D2 Distributors, LLC	Section III (Accessories)	\$ <u>4,118.47</u>
		\$19,017.73

2. The Purchasing Agent is hereby authorized to issue purchase orders for said materials.

3. The Purchasing Agent is further authorized to purchase the chemical items listed in Section II on the open market in accordance with section 3.20.110 of the El Cajon Municipal Code.



City of El Cajon Agenda Report

MEETING: June 9, 2015

ITEM NO: 1.7



TO: Mayor Wells, Mayor Pro Tem McClellan
Councilmembers Ambrose, Bales, Kendrick

FROM: Deputy Director of Public Works

SUBJECT: Acceptance of Sewer and Storm Drain Repairs and Replacement
2013, PW 3448, Bid Number 004-14.

RECOMMENDATION: That the City Council accept the project, authorize the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

BACKGROUND: On July 22, 2014, the contract was awarded by City Council Resolution No. 079-14 to Repipe California, LLP. This project included the repair or replacement of sewer and storm drain pipes at various locations throughout the city including emergency repairs of the storm drain on Kenny Street. The project was completed on May 1, 2015. Quantities have been approved and finalized.

FISCAL IMPACT: There is no fiscal impact as a result of this action. The total construction expenditure on this project is \$1,169,604.89.

PREPARED BY:

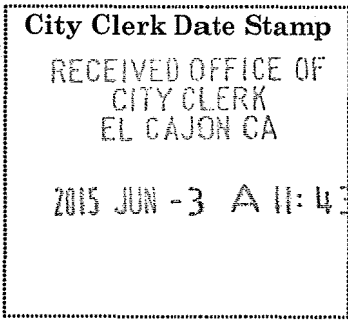
REVIEWED BY:

APPROVED BY:

Dennis C Davies
DEPUTY DIRECTOR
OF PUBLIC WORKS

Majed Al-Ghafry
ASSISTANT
CITY MANAGER

Douglas Williford
CITY MANAGER



City of El Cajon Agenda Report

MEETING: June 9, 2015

ITEM NO: 1.8



TO: Mayor Wells, Mayor Pro Tem McClellan
Councilmembers Ambrose, Bales, Kendrick

FROM: Deputy Director of Public Works

SUBJECT: Acceptance of the Upgrade of Regulatory and Warning Signs 2014,
Federal Aid Project HSIPL-5211(029), PW3492 / Bid Number 018-15

RECOMMENDATION: That the City Council accept the project, authorize the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

BACKGROUND: On December 9, 2014, the contract was awarded by City Council Resolution No. 136-14 to S&B Engineering, Inc.

The project involved the upgrade of 400 existing Regulatory and Warning traffic signs with new higher reflective (Diamond Grade) sheeting. This project was primarily funded by the Highway Safety Improvement Program (HSIP) Federal-Aid Grant, and was completed on May 4, 2015. Quantities and payments have been finalized.

FISCAL IMPACT: There is no fiscal impact as a result of this action. The total construction expenditure on this project is \$104,517.00.

PREPARED BY:

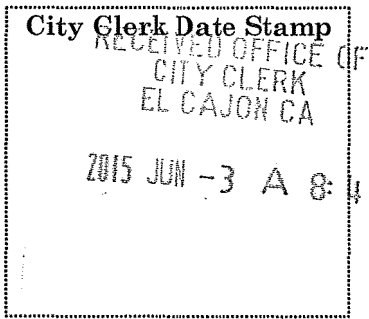
REVIEWED BY:

APPROVED BY:

Dennis Davies
DEPUTY DIRECTOR
OF PUBLIC WORKS

Majed Al-Ghafry
ASSISTANT
CITY MANAGER

Douglas Williford
CITY MANAGER



City of El Cajon Agenda Report

MEETING: 06/09/15

ITEM NO: 1.9



TO: Mayor Wells, Mayor Pro Tem McClellan
Councilmembers Ambrose, Bales, and Kendrick

FROM: Sara Ramirez, Director of Recreation

SUBJECT: Joint Exercise of Powers of Agreements for the Development,
Maintenance and Operations of Sports Fields at Anza Elementary
School.

RECOMMENDATION: That the City Council adopt the next RESOLUTION in order approving the execution of the Joint Exercise of Powers of Agreement (JPA) for the development, maintenance and operations of sports fields at Anza Elementary School.

BACKGROUND: On June 24, 2014, City Council voted to appropriate \$10,000 in funds to the Neighborhood Reinvestment Program Grant offered through the County of San Diego to the Cajon Valley School District for the installation of needed natural turf and irrigation at Anza Elementary School.

During the reallocation process on October 28, 2014, City Council approved to redistribute an additional \$25,000 from FY 2014-2015 CDBG funds to this project, acknowledging that this school and sports field serves low-income census tracts.

In order to formalize the agreement, a JPA was developed to reflect maintenance responsibilities, establish that the green space will be allocated to the local El Cajon youth leagues and made available to the general public through the Recreation Council.


FISCAL IMPACT: Total funding of \$35,000 is designated in Account # 240000-43-9055.


PREPARED BY:

REVIEWED BY:

APPROVED BY:


Stacy Knight
RECREATION SVCS. MGR.


Sara Ramirez
DIRECTOR OF RECREATION


Douglas Williford
CITY MANAGER

RESOLUTION NO. -15

A RESOLUTION APPROVING A
JOINT EXERCISE OF POWERS OF AGREEMENT
FOR THE DEVELOPMENT, MAINTENANCE AND OPERATIONS
OF SPORTS FIELDS AT THE ANZA ELEMENTARY SCHOOL, AND
AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE
THE JOINT EXERCISE OF POWERS OF AGREEMENT

WHEREAS, the Cajon Valley Union School District (the "District") owns certain real property known as Anza Elementary School, located at 1005 South Anza Street, El Cajon (the "School"); and

WHEREAS, the District has applied for and received an award of grant funds from the County of San Diego under the terms of the Neighborhood Reinvestment Program Grant (the "County Grant"); and

WHEREAS, the City of El Cajon (the "City") has applied for and received an award of grant funds from the Department of Housing and Urban Development under the terms of the Community Development Block Grant ("CDBG"); and

WHEREAS, the District has agreed to contribute proceeds from the County Grant as partial funding towards the construction of fencing of the Anza grass playfield project; and

WHEREAS, the City has agreed to contribute \$10,000 from its CDBG funds towards the construction of the Anza grass playfield project; and

WHEREAS, the City and the District desire to jointly develop sports fields at the School, for use by the District's students as well as community groups and youth league organizations, after school hours, utilizing the CDBG funds from the City in combination with the County Grant monies; and

WHEREAS, it is to the mutual benefit of the City and the District to provide for the development, construction and maintenance of the sports fields at the School, utilizing the County Grant and CDBG monies.

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

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

2. The City Council hereby approves the execution of the Joint Exercise of Powers of Agreement for the Development, Maintenance and Operations of Sports Fields at the Anza Elementary School, substantially in the form as presented to the City Council in this meeting, with such changes as may be approved by the City Manager.

(Continued on Page 2)

3. The City Manager and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City of El Cajon.

06/09/15 (Item 1.9)

Approve JPA for Sports Fields at Anza Elementary 060215

JOINT EXERCISE OF POWERS OF AGREEMENT
FOR THE DEVELOPMENT, MAINTENANCE AND
OPERATIONS OF SPORTS FIELDS AT
THE ANZA ELEMENTARY SCHOOL

THIS AGREEMENT is entered into effective the first day of September, 2015 ("Effective Date"), by and between the City of El Cajon, California, a charter city and municipal corporation (the "City"), and Cajon Valley Union School District, a political subdivision of the State of California (the "District"), as follows:

WHEREAS, District owns certain real property known as Anza Elementary School, located at 1005 South Anza Street, El Cajon, California (the "School"); and

WHEREAS, District has applied for and received an award of grant funds from the County of San Diego under the terms of the Neighborhood Reinvestment Program Grant; and

WHEREAS, City has applied for and received an award of grant funds from the Department of Housing and Urban Development under the terms of the Community Development Block Grant (CDBG); and

WHEREAS, District has agreed to donate funding towards the construction of fencing of the Anza grass playfield project; and

WHEREAS, the City has agreed to donate \$10,000 towards the construction of the Anza grass playfield project; and

WHEREAS, City and District desire to jointly develop sports fields at the School, for use by District's students, as well as community groups and youth league organizations after school hours, utilizing the grant monies awarded to District under the Neighborhood Reinvestment Program Grant; and

WHEREAS, it is to the mutual benefit of City and District to provide for the development, construction and maintenance of the sports fields at the School, utilizing the grant monies under the Neighborhood Reinvestment Program Grant and the Community Development Block Grant.

NOW, THEREFORE, IT IS AGREED, by and between City and District as follows:

Section 1. Definitions.

"Term" shall mean a minimum of twenty years following the date that the Sports Fields are available for use by City.

"Agreement" shall mean this Joint Exercise of Powers Agreement, and any exhibits and appendices hereto, as may be amended from time to time in writing by the parties.

"City" shall mean the City of El Cajon, California, a charter city and municipal corporation.

"District" shall mean the Cajon Valley Union School District, a political subdivision of the State of California.

"Grant Funds" shall be the amount of \$185,000 representing the proceeds of the grant awarded to District under the Neighborhood Reinvestment Program Grant (\$160,000) and the CDBG (\$25,000).

"Memorandum of Understanding" or "MOU" shall mean that certain Memorandum of Understanding Concerning Allocation of Cajon Valley Union School District Ball Fields, dated effective August 1, 2002, by and between City and District, as that MOU may be amended from time to time.

"Recreation Council" shall mean the El Cajon Recreation Council established by City and which allocates the usage of certain ball fields located on property owned by District and City in accordance with the MOU.

"School" shall mean Anza Elementary School, owned by District and located at 1005 S. Anza St., El Cajon, California, depicted in Exhibit "A" hereto.

"Sports Fields" shall mean the soccer/football athletic fields to be constructed on the School site as depicted in Exhibit "B" hereto.

"County" shall mean the County of San Diego.

Section 2. Construction and Development of Sports Fields. District shall cause the Sports Fields to be constructed at the School. Construction financing shall be funded, in part, by the Grant Funds; District shall contribute funding for fencing of the Sports Fields; City shall contribute \$10,000 toward the financing of the construction of the Sports Fields. The Sports Fields shall be constructed based upon plans and specifications approved by the legislative body of District, and developed in a manner to create facilities appropriate to provide competitive venues for youth league organizations and other community groups.

Section 3. Maintenance of Sports Fields. District, at its sole cost and expense, shall be solely responsible for the maintenance of the Sports Fields throughout the term of the Agreement. "Maintenance" includes, but is not limited to, keeping the Sports Fields in good, safe and playable condition; applying proper fertilization and, when necessary, herbicides per manufacturer's recommendations and in compliance with the Healthy Schools Act of 2000; supplying adequate, necessary and appropriate irrigation water, including all necessary repairs and replacement of irrigation systems serving the Sports Fields and appropriate mowing and other landscaping services. The actual irrigation and potable water costs will be borne by District.

Section 4. Use of Sports Fields.

(a) Each party shall be responsible for costs incurred in utilizing the Sports Fields for educational or recreational purposes, including costs of employees, contractors, and the costs associated with the use of volunteers.

(b) The parties agree that the Sports Fields shall be used exclusively for those educational and recreational purposes and activities consistent with the use of athletic facilities during the entire term of the Agreement. The parties further agree that the use of the Sports Fields shall at all times be consistent with the purposes described by District in its application for

the Grant Funds under the Neighborhood Reinvestment Program Grant and CDBG. No change in the use of the Sports Fields shall be made by either party except as authorized by both of the parties and as authorized by the County Board of Supervisors.

(c) City agrees that all City sponsored activities on the Sports Fields shall be at reasonable times, and shall be, as far as is practicable, coordinated with District so as not to interfere with District's utilization of the Sports Fields for School-related activities. It is further understood and agreed by City that utilization of the Sports Fields for regular school program activities shall have priority over all other uses. Reasonable times are understood to mean that City will have access to the Sports Fields by at least 5:15 p.m. when District's Extended Day Program has finished.

(d) The parties agree that allocation of the Sports Fields for use by community youth organizations and other community recreation organizations shall be handled through City's Recreation Council, Allocation Committee process in accordance with the procedures set forth in the MOU.

Section 5. Term.

(a) This Agreement shall begin on the Effective Date, and shall continue in full force and effect in perpetuity unless otherwise terminated by the parties in accordance with this section. Notwithstanding the foregoing, in no event shall this Agreement terminate any sooner than twenty (20) years from the date that the Sports Fields are available for use by City.

(b) Either party may terminate this Agreement upon any event of default by the other party. Any one or more of the following events shall constitute an "event of default": (1) default in the due and punctual payment of any obligation incurred in order to comply with the covenants described in sections 3 or 4, herein; (2) default in the observance of any of the agreements, conditions or covenants on the part of the party contained in this Agreement, the MOU, the grant documents related to the award of the Grant Funds; and (3) the discontinuance of the use of the Sports Fields as athletic and recreational facilities for youth organizations and community groups during after-school hours; in any event where such default shall have continued for a period of thirty (30) days after the defaulting party shall have been given notice in writing of such default by the non-defaulting party, or unless the defaulting party is not making reasonable progress to cure the default. Any cure of a default occurring within the 20 Year Term shall be completed not less than thirty (30) days following the date of the notice of default. Any cure of a default occurring thereafter shall be completed not less than one hundred eighty (180) days following the date of the notice of default.

(c) Following the expiration of the first twenty (20) years of the Term either party may terminate this Agreement of convenience with one (1) years' written notice to the other party.

Section 6. Indemnification

(a) Government Code section 850 *et seq.* provides certain immunities from liability, claims, actions, costs, damages or losses, including death or injury to any person or damage to property to each other and third parties for personal injury, including death and property damage, to the parties to this Agreement arising out of their acts or omissions, including their active or passive negligence, which may occur under this Agreement. These immunities do not extend to liability for personal injury, including death, and property damage arising out of any act or omission of any party to this Agreement which act or omission is performed in bad faith or in

grossly negligent manner or to liability for injury or damage which is a result of gross negligence or intentional misconduct, as those terms are defined or used under applicable statutory immunities.

(b) Where the statutory immunities referred to in subdivision (a) apply to both parties, there shall be no obligation by either party to this Agreement to indemnify the other party pursuant to this section 6.

(c) Where any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person or damage to property, are asserted by any third party or entity or any party to this Agreement to have arisen out of any act or omission of any other party to this Agreement, which act or omission is alleged to have been or was performed in bad faith or in a grossly negligent manner by, or is alleged to have been or was the intentional misconduct of, such party, its officials, officers, agents, employees, volunteers or assigns, as those terms are defined or used under the statutory immunities referred to in subdivision (a), the party whose actions or the actions of its officials, officers, agents, employees, volunteers or assigns, which are alleged to have been or were performed in bad faith or in a grossly negligent manner, or are alleged to have been or were by their intentional misconduct, shall hold harmless, defend and indemnify the other party to this Agreement, as well as their officials, officers, agents, employees, volunteers or assigns, from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person or damage to property alleged to have arisen out of such bad faith, or grossly negligent or intentional misconduct.

(d) To the extent that subdivisions (b) or (c) of this section 6 do not apply the parties agree while a party is conducting activities on the Sports Fields, that party shall indemnify, and hold harmless the other party for the damages or losses incurred by a third party, or the parties, as a result of the negligence or misconduct of the party, or its officials, officers, agents, employees, volunteers or assigns. In the event that a claim arises out of activities on the Sports Fields not being conducted by either party, the parties shall indemnify each other for damages or losses incurred, in proportion to their liability as determined by a court of law.

(e) This section 6 shall survive the termination of this Agreement.

Section 7. Insurance. Each party covenants and agrees to maintain in full force and effect during the term of this Agreement general liability insurance in the amounts usual and customary in the conduct of their business; and workers' compensation insurance for injuries to their employees and volunteers in the statutory limits. Each party further covenants and agrees to require contractors, consultants, vendors and all other persons using the Property with their permission to comply with the minimum insurance requirements as may be established by policy adopted by their respective legislative body. In each such instance the parties agree that they will require that the contractor, consultant, vendors and other third parties include a provision in such policies of general liability insurance that City and District, and their respective elected and appointed officers, officials, trustees, directors, employees, volunteers and agents are included as additional insureds on the policy or policies.

Section 8. Accountability. Each party covenants and agrees to maintain proper books and records reflecting the construction, development or redevelopment of the Sports Fields, the payment of expenses related thereto, and shall provide for strict accountability for any receipts related to the use of the Sports Fields and expenditures therefore, including the expenditure of the Grant Funds.

Section 9. Entire Agreement. This Agreement represents the entire agreement between the parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

Section 10. Headings. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

Section 11. Notices. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission, sent by overnight courier, or sent by first class mail, postage prepaid and addressed as follows:

If to City: City of El Cajon
200 Civic Center Way
El Cajon, CA 92020
Attn: City Manager
Fax: (619) 441-1716

If to District: Cajon Valley Union School District
750 East Main Street, P.O. Box 1007
El Cajon, CA 92022-1007
Attn: Assistant Superintendent, Business Services
Fax: (619) 401-5954

Notices delivered personally are deemed received upon receipt. Notices delivered by tele facsimile are deemed received upon receipt provided that the hard copy of the notice is mailed that same day. Notices delivered by overnight courier are deemed to be received two (2) business days following the date delivered to the courier. Notices sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this section.

Section 12. Construction. This Agreement reflects the contributions of both parties and, accordingly, the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

Section 13. No Third Party Beneficiaries Intended. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

Section 14. Governing Law; Venue. This Agreement shall be interpreted and governed under the laws of the State, without reference to California conflicts of law principles. Any litigation arising out of this Agreement shall be brought in San Diego County Superior Court or the United States District Court for the Southern District of California. The parties hereby waive the removal provisions of Code of Civil Procedure section 394.

Section 15. Waivers. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or default or any subsequent breach or default. The acceptance by either party of

either performance or payment shall not be considered to be a waiver of any preceding breach or default of this Agreement by the other party.

Section 16. Exhibits and Recitals. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of the Agreement.

Section 17. Conflict with Laws or Regulations: Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. In any such case the remainder of the Agreement shall continue in force and effect, only the conflicting provision being severed from the Agreement.

Section 18. Further Assurances. Each party covenants and agrees to execute any additional documents and to perform any further acts, which may be reasonably required to affect the purposes of this Agreement.

Section 19. Assurances of Non-Discrimination. Each party covenants and agrees that it will not discriminate in employment, application for employment, or the provision of services or programs on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

Section 20. Assignment; Subcontracting. Unless otherwise provided in this Agreement, no part of this Agreement may be assigned or subcontracted by either party without the prior written consent of the other party. Notwithstanding the foregoing, the contracting of supplies or services to perform landscape maintenance and recreational instruction by either party is hereby approved.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the date first above written, regardless of the Effective Date.

City of El Cajon

Cajon Valley Union School District

By _____
Bill Wells, Mayor

By _____
Scott Buxbaum, Assistant Superintendent
Business Services

Douglas Williford, City Manager

Attest:

Attest:

Belinda A. Hawley, CMC, City Clerk

David Miyashiro
Secretary to the Governing Board

Approved as to Form:

Morgan L. Foley, City Attorney

SOUTH ANZA STREET

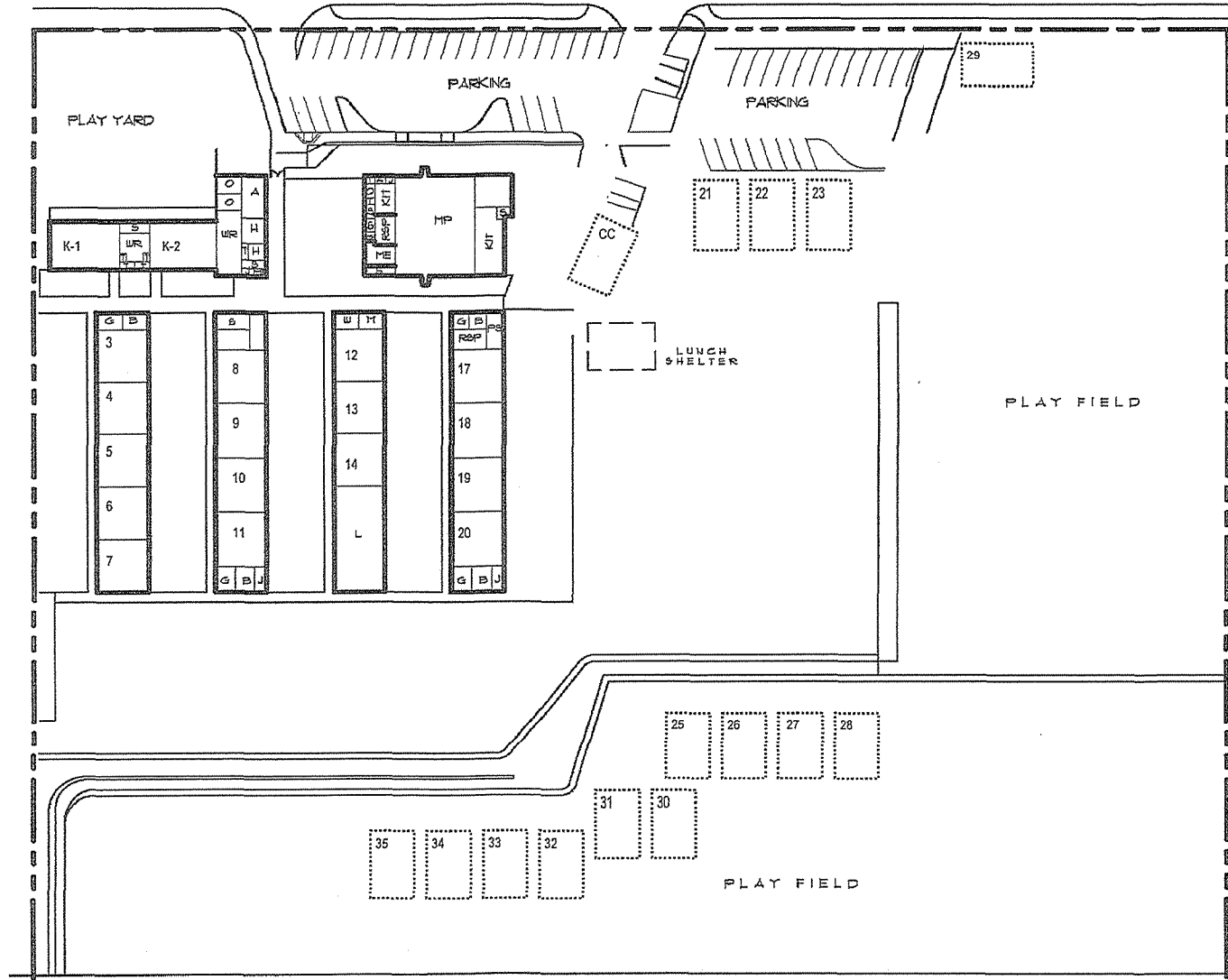
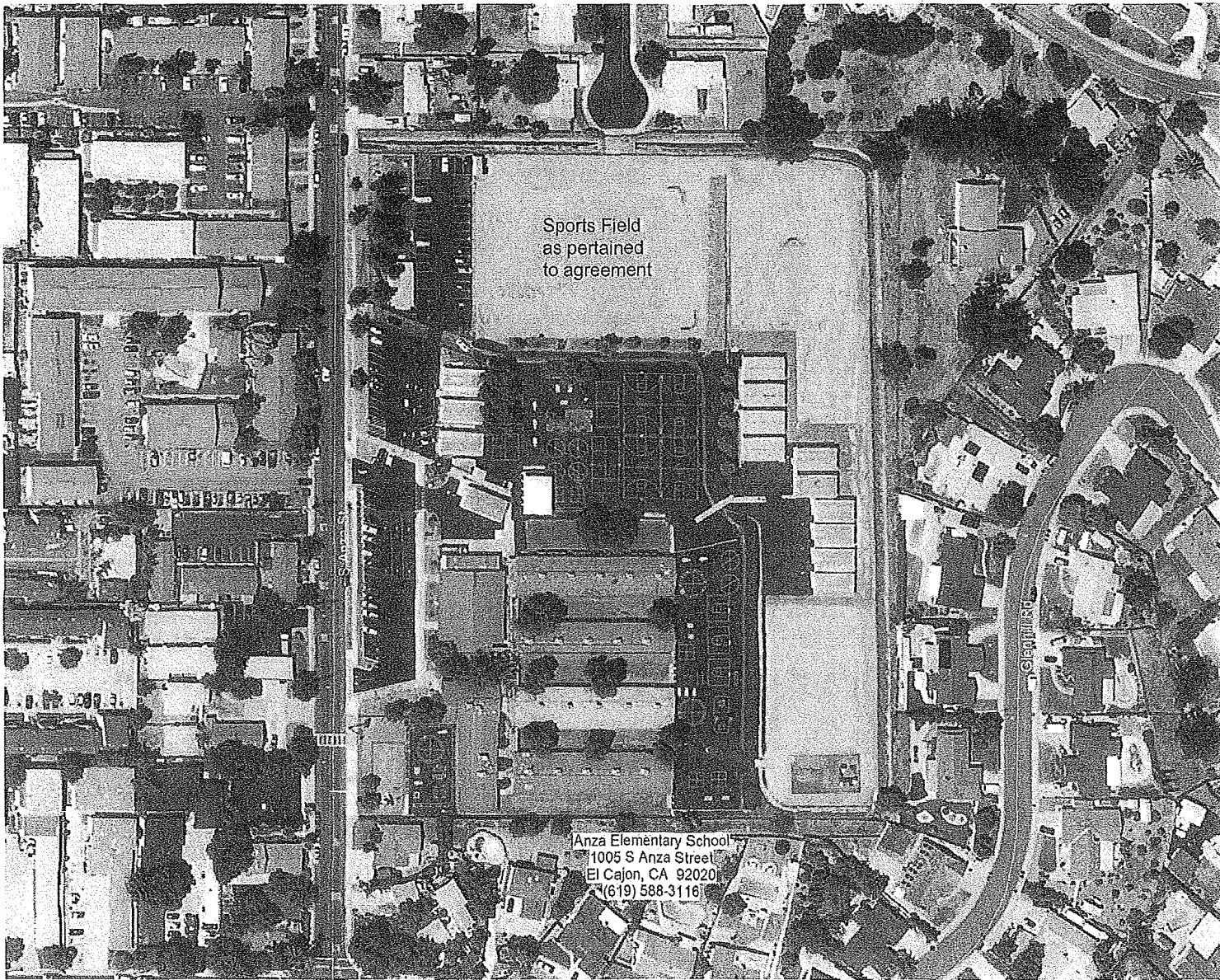


Exhibit A

ANZA ELEMENTARY SCHOOL
CAJON VALLEY UNION SCHOOL DISTRICT





Sports Field
as pertained
to agreement

Anza Elementary School
1005 S Anza Street
El Cajon, CA 92020
(619) 588-3116

Exhibit B

City Clerk Date Stamp

RECEIVED OFFICE OF
CITY CLERK
EL CAJON CA

2015 JUN -3 A 8:41

City of El Cajon Agenda Report

MEETING: 06/09/15

ITEM NO: 1.10



TO: Mayor Wells, Mayor Pro Tem McClellan
Councilmembers Ambrose, Bales, and Kendrick

FROM: Sara Ramirez, Director of Recreation

SUBJECT: Joint Exercise of Powers of Agreements for the Development,
Maintenance and Operations of Sports Fields at Cuyamaca
Elementary School.

RECOMMENDATION: That the City Council adopt the next RESOLUTION in order approving the execution of the Joint Exercise of Powers of Agreement (JPA) for the development, maintenance and operations of sports fields at Cuyamaca Elementary School.

BACKGROUND: In 1980, the City developed Cuyamaca Elementary School playfields and informally agreed to maintain the irrigation and natural turf in exchange for the fields to be allocated to the local youth leagues and made available to the general public through the Recreation Council. During development, the school district requested that the backstops, handball court and sand pit be left in place and remain the responsibility of the district. Since then the school district has replaced the large backstop, relocated the sand pit, added fencing and secured the southwest portion of the park, which did not impact public use. The City and the school district have agreed to develop a JPA to formalize the maintenance and operations responsibilities.

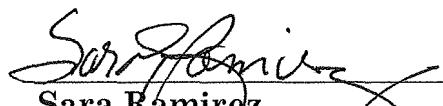
FISCAL IMPACT: No additional cost for maintenance will be incurred. Staff costs will continue to be absorbed within the respective department budget.

PREPARED BY:

REVIEWED BY:

APPROVED BY:


Stacy Knight
RECREATION SVCS. MGR.


Sara Ramirez
DIRECTOR OF RECREATION


Douglas Williford
CITY MANAGER

RESOLUTION NO. -15

A RESOLUTION APPROVING A
JOINT EXERCISE OF POWERS OF AGREEMENT
FOR THE DEVELOPMENT, MAINTENANCE AND OPERATIONS
OF SPORTS FIELDS AT THE CUYAMACA ELEMENTARY SCHOOL,
AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE
THE JOINT EXERCISE OF POWERS OF AGREEMENT

WHEREAS, the Cajon Valley Union School District (the "District") owns certain real property known as Cuyamaca Elementary School, located at 851 South Johnson Avenue, El Cajon (the "School"); and

WHEREAS, in 1980, the City of El Cajon (the "City") developed play fields at the School and informally agreed with the District to maintain the irrigation and natural turf in exchange for the fields to be allocated for use by local youth leagues through the El Cajon Recreation Council and be made available to the general public; and

WHEREAS, during the development, the District requested that the three backstops, handball court, and sandpit be left in place and remain the responsibility of the District; and

WHEREAS, since that time, the School has replaced the large backstop and relocated the sandpit, and in addition the District added additional fencing and closed off the southwest portion of the park, which did not impact public use; and

WHEREAS, the City and the District now desire to formalize maintenance and operation responsibilities, and jointly develop the sports fields at the School, for use by the District's students as well as community groups and youth league organizations, after school hours; and

WHEREAS, it is to the mutual benefit of the City and the District to provide for the development, construction and maintenance of the sports fields at the School.

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby approves the execution of the Joint Exercise of Powers of Agreement for the Development, Maintenance and Operations of Sports Fields at the Cuyamaca Elementary School, substantially in the form as presented to the City Council in this meeting, with such changes as may be approved by the City Manager.
3. The City Manager and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City of El Cajon.

JOINT EXERCISE OF POWERS OF AGREEMENT
FOR THE DEVELOPMENT, MAINTENANCE AND
OPERATIONS OF SPORTS FIELDS AT
THE **CUYAMACA** ELEMENTARY SCHOOL

THIS AGREEMENT is entered into effective the first day of June, 2015 ("Effective Date"), by and between the City of El Cajon, California, a charter city and municipal corporation (the "City"), and Cajon Valley Union School District, a political subdivision of the State of California (the "District"), as follows:

WHEREAS, District owns certain real property known as Cuyamaca Elementary School, located at 851 S. Johnson Avenue, El Cajon, California (the "School"); and

WHEREAS, City and District desire to jointly develop sports fields at the School, for use by District's students, as well as community groups and youth league organizations, after school hours; and

WHEREAS, it is to the mutual benefit of City and District to provide for the development, construction and maintenance of the sports fields at the School.

NOW, THEREFORE, IT IS AGREED, by and between City and District as follows:

Section 1. Definitions.

"Term" shall mean a minimum of twenty years following the effective date that the Sports Fields are available for use by City.

"Agreement" shall mean this Joint Exercise of Powers Agreement, and any exhibits and appendices hereto, as may be amended from time to time in writing by the parties.

"City" shall mean the City of El Cajon, California, a charter city and municipal corporation.

"District" shall mean the Cajon Valley Union School District, a political subdivision of the State of California.

"Memorandum of Understanding" or "MOU" shall mean that certain Memorandum of Understanding Concerning Allocation of Cajon Valley Union School District Ball Fields, dated effective August 1, 2002, by and between City and District, as that MOU may be amended from time to time.

"Recreation Council" shall mean the El Cajon Recreation Council established by the City and which allocates the usage of certain ball fields located on property owned by District and City in accordance with the MOU.

"School" shall mean Cuyamaca Elementary School, owned by District and located at 851 S. Johnson Avenue, El Cajon, California, depicted in Exhibit "A" hereto.

"Sports Fields" shall mean the baseball/softball and soccer/football athletic fields to be constructed on the School site as depicted in Exhibit "B" hereto.

Section 2. Maintenance of Sports Fields. City, at its sole cost and expense, shall be solely responsible for the maintenance of the Sports Fields throughout the term of this Agreement. "Maintenance" includes, but is not limited to, keeping the Sports Fields in good, safe and playable condition; applying proper fertilization and, when necessary, herbicides per manufacturer's recommendations and in compliance with the Healthy Schools Act of 2000; maintaining adequate, necessary and appropriate irrigation water, including all necessary repairs and replacement of irrigation systems serving the Sports Fields and appropriate mowing and other landscaping services. The actual irrigation and potable water costs will be borne by District. Maintenance of the existing three (3) backstops, one (1) handball court, one (1) sand pit with gymnastic equipment and perimeter fencing shall be the sole responsibility of District.

Section 3. Use of Sports Fields.

(a) Each party shall be responsible for costs incurred in utilizing the Sports Fields for educational or recreational purposes, including costs of employees, contractors, and the costs associated with the use of volunteers.

(b) The parties agree that the Sports Fields shall be used exclusively for those educational and recreational purposes and activities consistent with the use of athletic facilities during the entire term of the Agreement. No change in the use of the Sports Fields shall be made by either party except as authorized by both of the parties.

(c) City agrees that all City-sponsored activities on the Sports Fields shall be at reasonable times, and shall be, as far as is practicable, coordinated with District so as not to interfere with District's utilization of the Sports Fields for School-related activities. It is further understood and agreed by City that utilization of the Sports Fields for regular school program activities shall have priority over all other uses. Reasonable times are understood to mean that City will have access to the Sports Fields by at least 5:15 p.m. when District's Extended Day Program has finished.

(d) The parties agree that allocation of the Sports Fields for use by community youth organizations and other community recreation organizations shall be handled through City's Recreation Council, Allocation Committee process in accordance with the procedures set forth in the MOU.

Section 4. Term.

(a) This Agreement shall begin on the Effective Date, and shall continue in full force and effect in perpetuity unless otherwise terminated by the parties in accordance with this section. Notwithstanding the foregoing, in no event shall this Agreement terminate any sooner than twenty (20) years from the date that the Sports Fields are available for use by City.

(b) Either party may terminate this Agreement upon any event of default by the other party. Any one or more of the following events shall constitute an "event of default": (1) default in the due and punctual payment of any obligation incurred in order to comply with the covenants described in sections 2 or 3 herein; (2) default in the observance of any of the agreements, conditions or covenants on the part of the party contained in this Agreement or the MOU; and (3) the discontinuance of the use of the Sports Fields as athletic and recreational facilities for youth organizations and community groups during after-school hours; in any event where such default shall have continued for a period of thirty (30) days after the defaulting party shall have been given notice in writing of such default by the non-defaulting party, or unless the defaulting party is

not making reasonable progress to cure the default. Any cure of a default occurring within the 20 Year Term shall be completed not less than thirty (30) days following the date of the notice of default. Any cure of a default occurring thereafter shall be completed not less than one hundred eighty (180) days following the date of the notice of default.

(c) Following the expiration of the first twenty (20) years of the Term either party may terminate this Agreement of convenience with one (1) years' written notice to the other party.

Section 5. Indemnification

(a) Government Code section 850 *et seq.* provides certain immunities from liability, claims, actions, costs, damages or losses, including death or injury to any person or damage to property to each other and third parties for personal injury, including death and property damage, to the parties to this Agreement arising out of their acts or omissions, including their active or passive negligence, which may occur under this Agreement. These immunities do not extend to liability for personal injury, including death, and property damage arising out of any act or omission of any party to this Agreement, which act or omission is performed in bad faith or in grossly negligent manner or to liability for injury or damage which is a result of gross negligence or intentional misconduct, as those terms are defined or used under applicable statutory immunities.

(b) Where the statutory immunities referred to in subdivision (a) apply to both parties, there shall be no obligation by either party to this Agreement to indemnify the other party pursuant to this section 5.

(c) Where any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person or damage to property, are asserted by any third party or entity or any party to this Agreement to have arisen out of any act or omission of any other party to this Agreement, which act or omission is alleged to have been or was performed in bad faith or in a grossly negligent manner by, or is alleged to have been or was the intentional misconduct of, such party, its officials, officers, agents, employees, volunteers or assigns, as those terms are defined or used under the statutory immunities referred to in subdivision (a), the party whose actions or the actions of its officials, officers, agents, employees, volunteers or assigns, which are alleged to have been or were performed in bad faith or in a grossly negligent manner, or are alleged to have been or were by their intentional misconduct, shall hold harmless, defend and indemnify the other party to this Agreement, as well as their officials, officers, agents, employees, volunteers or assigns, from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person or damage to property alleged to have arisen out of such bad faith, or grossly negligent or intentional misconduct.

(d) To the extent that subdivisions (b) or (c) of this section 5 do not apply the parties agree while a party is conducting activities on the Sports Fields, that party shall indemnify, and hold harmless the other party for the damages or losses incurred by a third party, or the parties, as a result of the negligence or misconduct of the party, or its officials, officers, agents, employees, volunteers or assigns. In the event that a claim arises out of activities on the Sports Fields not being conducted by either party, the parties shall indemnify each other for damages or losses incurred, in proportion to their liability as determined by a court of law.

(e) This section 5 shall survive the termination of this Agreement.

Section 6. Insurance. Each party covenants and agrees to maintain in full force and effect during the term of this Agreement general liability insurance in the amounts usual and customary in the conduct of their business; and workers' compensation insurance for injuries to their employees and volunteers in the statutory limits. Each party further covenants and agrees to require contractors, consultants, vendors and all other persons using the Property with their permission to comply with the minimum insurance requirements as may be established by policy adopted by their respective legislative body. In each such instance the parties agree that they will require that the contractor, consultant, vendors and other third parties include a provision in such policies of general liability insurance that City and District, and their respective elected and appointed officers, officials, trustees, directors, employees, volunteers and agents are included as additional insureds on the policy or policies.

Section 7. Entire Agreement. This Agreement represents the entire agreement between the parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

Section 8. Headings. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

Section 9. Notices. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission, sent by overnight courier, or sent by first class mail, postage prepaid and addressed as follows:

If to City: City of El Cajon
200 Civic Center Way
El Cajon, CA 92020
Attn: City Manager
Fax: (619) 441-1716

If to District: Cajon Valley Union School District
750 East Main Street, P.O. Box 1007
El Cajon, CA 92022-1007
Attn: Assistant Superintendent, Business Services
Fax: (619) 401-5954

Notices delivered personally are deemed received upon receipt. Notices delivered by tele-facsimile are deemed received upon receipt provided that the hard copy of the notice is mailed that same day. Notices delivered by overnight courier are deemed to be received two (2) business days following the date delivered to the courier. Notices sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this section.

Section 10. Construction. This Agreement reflects the contributions of both parties and, accordingly, the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

Section 11. No Third Party Beneficiaries Intended. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

Section 12. Governing Law; Venue. This Agreement shall be interpreted and governed under the laws of the State, without reference to California conflicts of law principles. Any litigation arising out of this Agreement shall be brought in San Diego County Superior Court or the United States District Court for the Southern District of California. The parties hereby waive the removal provisions of Code of Civil Procedure section 394.

Section 13. Waivers. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or default or any subsequent breach or default. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach or default of this Agreement by the other party.

Section 14. Exhibits and Recitals. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of the Agreement.

Section 15. Conflict with Laws or Regulations: Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. In any such case the remainder of the Agreement shall continue in force and effect, only the conflicting provision being severed from the Agreement.

Section 16. Further Assurances. Each party covenants and agrees to execute any additional documents and to perform any further acts, which may be reasonably required to affect the purposes of this Agreement.

Section 17. Assurances of Non-Discrimination. Each party covenants and agrees that it will not discriminate in employment, application for employment, or the provision of services or programs on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

Section 18. Assignment; Subcontracting. Unless otherwise provided in this Agreement, no part of this Agreement may be assigned or subcontracted by either party without the prior written consent of the other party. Notwithstanding the foregoing, the contracting of supplies or services to perform landscape maintenance and recreational instruction by either party is hereby approved.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the date first above written, regardless of the Effective Date.

City of El Cajon

Cajon Valley Union School District

By _____
Bill Wells, Mayor

By _____
Scott Buxbaum, Assistant Superintendent
Business Services

Douglas Williford, City Manager

Attest:

Attest:

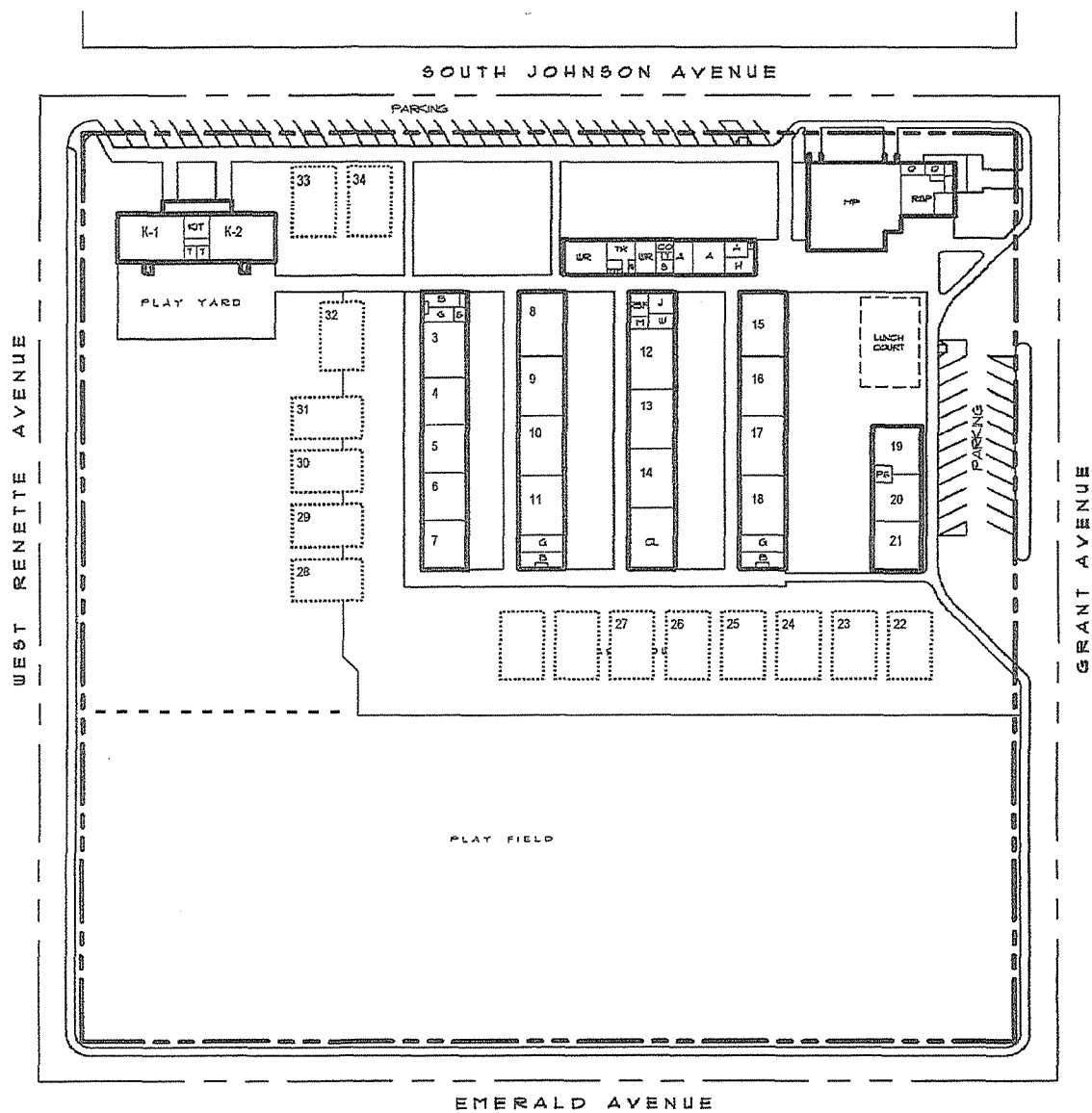
Belinda A. Hawley, CMC, City Clerk

David Miyashiro
Secretary to the Governing Board

Approved as to Form:

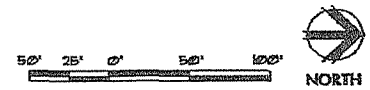
Morgan L. Foley, City Attorney

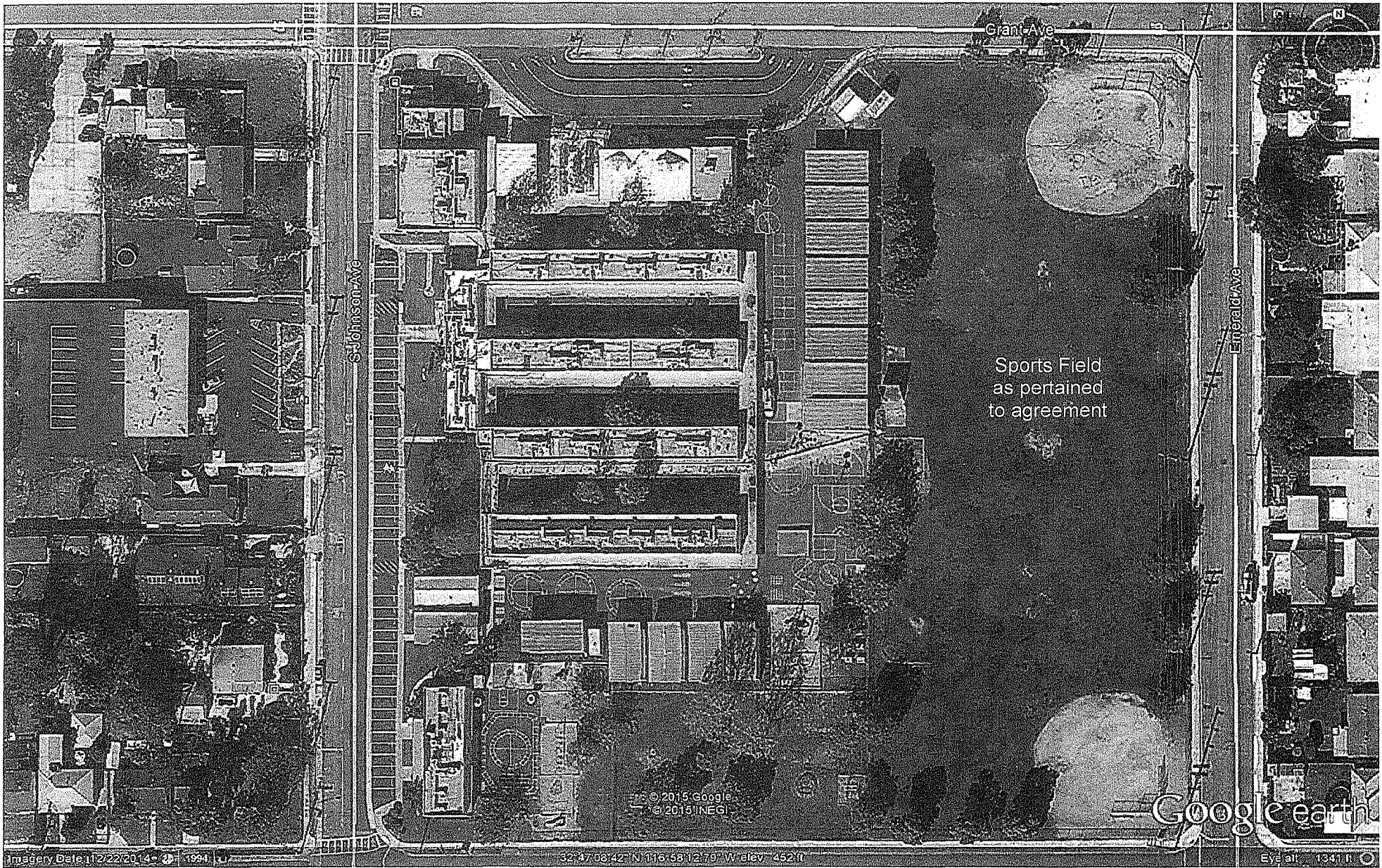
EXHIBIT A



Cuyamca Elementary
(EJE Academies)

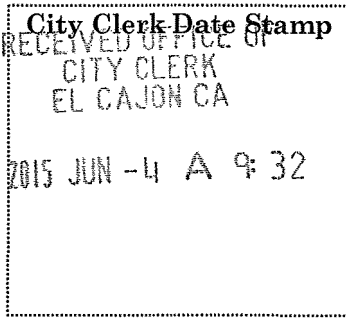
851 S. Johnson Avenue
El Cajon, CA 92020





Cuyamaca Elementary (EJE Academy)
851 S Johnson Avenue
El Cajon, CA 92020
(619) 401-4150

Exhibit B



City of El Cajon Agenda Report

MEETING: June 9, 2015

ITEM NO: 1.11



TO: Mayor Wells, Mayor Pro Tem McClellan,
Councilmembers Ambrose, Kendrick, Bales

FROM: Rick Sitta, Fire Chief

**SUBJECT: REIMBURSEMENT OF PORTAL-TO-PORTAL TIME SPENT BY FIRE
EMPLOYEES ASSIGNED TO EMERGENCY INCIDENTS**

RECOMMENDATION: That the City Council adopts the next Resolution in order, identifying the terms and conditions for Fire Department response away from their official duty station and assigned to an emergency incident and verifying the Fire Department’s compensation practices for the purpose of qualifying for portal-to-portal reimbursement from the State Office of Emergency Services (OES).

BACKGROUND:

The Office of Emergency Services (OES) has recently imposed some changes to how local agencies will be reimbursed for employee time while on fire deployments throughout California.

Under the existing process, OES reimburses local agencies portal-to-portal for all reimbursable positions, i.e., suppression personnel on a 56-hour workweek and Chief Officers on a 40-hour workweek. This means that the City is reimbursed for all hours worked by reimbursable positions beginning at the time of dispatch to return of jurisdiction, when equipment and personnel are in service and available for agency response.

The new process of reimbursable assignments remains the same with the exception that as of May 31, 2015, local agencies must now have on file with the OES a resolution or language in the applicable Memorandum of Understanding (MOU), identifying the terms and conditions for Fire Department personnel compensation when away from the official duty station and assigned to an emergency incident. Without the MOU language or a resolution, the OES will only reimburse the City for the actual hours assigned to suppression efforts by reimbursable positions on the emergency assignment, and not portal-to-portal time (rest cycle hours on the emergency incident, travel time to and from the emergency incident, etc.).

This method of compensation is past practice but there is no language in the current Fire MOU identifying this practice. The attached resolution meets the requirements of the

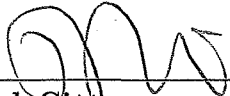
OES so that the City can continue to be reimbursed for all employee time portal-to-portal when assigned to an emergency incident under the State Master Mutual Aid system.

The El Cajon Firefighters' Local #4603 is aware of this change and is in agreement.

FISCAL IMPACT:

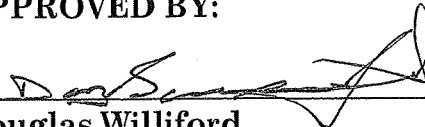
Beyond the ability to qualify for personnel reimbursement, there will be no fiscal impact to the City.

PREPARED BY:



**Rick Sitta
Fire Chief**

APPROVED BY:



**Douglas Williford
City Manager**

RESOLUTION NO. -15

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL CAJON
IDENTIFYING THE TERMS AND CONDITIONS
FOR FIRE DEPARTMENT RESPONSE
AWAY FROM THEIR OFFICIAL DUTY STATION
AND ASSIGNED TO AN EMERGENCY INCIDENT

WHEREAS, the City of El Cajon is a public agency located in the County of San Diego, State of California, and

WHEREAS, it is the City of El Cajon's desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the City of El Cajon has in its employ, Fire Department response personnel including Fire Chief, Deputy Fire Chief, Fire Division Chief, Fire Battalion Chief, Fire Captain, Fire Engineer, Firefighter/Paramedic, and Firefighter; and

WHEREAS, the City of El Cajon will compensate its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, the City of El Cajon will compensate the employee classifications of Fire Battalion Chief, Fire Captain, Fire Engineer, Firefighter/Paramedic and Firefighter overtime in accordance with their current Memorandum of Understanding while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

WHEREAS, the City of El Cajon will compensate its management employee classifications of Fire Chief, Deputy Fire Chief and Fire Division Chief at their regular rate of pay while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

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

1. Personnel shall be compensated according to Memorandum of Understanding (MOU), Administrative Instruction, and/or other directive that identifies personnel compensation in the workplace.

2. The City of El Cajon will maintain a current salary survey or acknowledgement of acceptance of the "base rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.

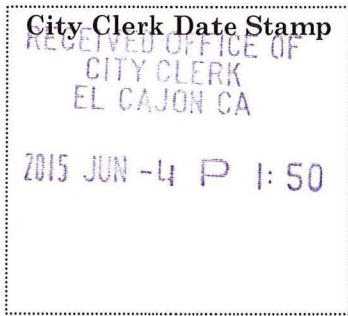
(Continued on Page 2)

3. When dispatched or deployed outside the City for an emergency incident, personnel will be compensated (portal to portal) beginning at the time of dispatch until the return to their official duty station and when the equipment and personnel are in service and available for agency response.

4. Fire department response personnel include: Fire Chief, Deputy Fire Chief, Fire Division Chief, Fire Battalion Chief, Fire Captain, Fire Engineer, Firefighter/Paramedic, and Firefighter.

06/09/15 (Item 1.11)

FD Portal to Portal Compensation 060315



City of El Cajon Agenda Report

MEETING: June 9, 2015

ITEM NO: 4.1



TO: Mayor Wells, Mayor Pro Tem McClellan
Councilmembers Ambrose, Bales, Kendrick
FROM: City Manager Douglas Williford

SUBJECT: EVALUATION OF DEVELOPMENT PROPOSALS FOR 100 FLETCHER PARKWAY

RECOMMENDATION: That the City Council / Successor Agency Board appoint two of its members to a sub-committee, in conjunction with the City Manager, City Attorney and City broker, to evaluate and make recommendations for the purpose of choosing a development team to enter into an Exclusive Negotiating Agreement for the development of 100 Fletcher Parkway.

BACKGROUND:

As part of the Redevelopment dissolution process, the City is obligated to sell all former redevelopment sites. With the assistance of the City’s brokerage team, Retail Insite and Commercial Properties Group, this process is on-going. One of the key sites available is known as the former police station site, located at 100 Fletcher Parkway. This site is actually made up of two separate properties, one owned by the Successor Agency and one owned by the City of El Cajon. (See attached site plan.)

A process was created wherein our brokers analyzed this property for its likely highest and best use and then marketed the site to the investment / business community via a Request For Interest. Potential investors had from February 1, 2015 through May 1, 2015, to submit proposals for consideration. Seven proposals were submitted to our brokers. (List attached.) The next part of the process will be to choose which of these proposals is best suited for the site, will bring the greatest overall economic benefits to the community and (as for the Successor Agency property) will be acceptable to the Oversight Board and Department of Finance. Once chosen, the City Council will be requested to enter into an Exclusive Negotiating Agreement (ENA) with that development team and work towards a final agreement to sell the property.

To accomplish this next step, staff recommends that the City Council / Successor Agency Board create a sub-committee of two of its members to interview the top proposals and then make a recommendation to the full City Council / Successor Agency Board as to who should be chosen for an ENA. Staff further recommends that the interview panel also include the City Manager, City Attorney and Mr. Don Moser (Retail Insite), from the City’s brokerage team.

We would expect this interview and evaluation process to occur quickly and that the sub-committee will be able to bring back a recommendation to the City Council / Successor Agency Board within a few weeks.

FISCAL IMPACT:

There is no fiscal impact for the work of the sub-committee. The fiscal impacts of their eventual recommendation will be outlined at that time.

PREPARED BY:

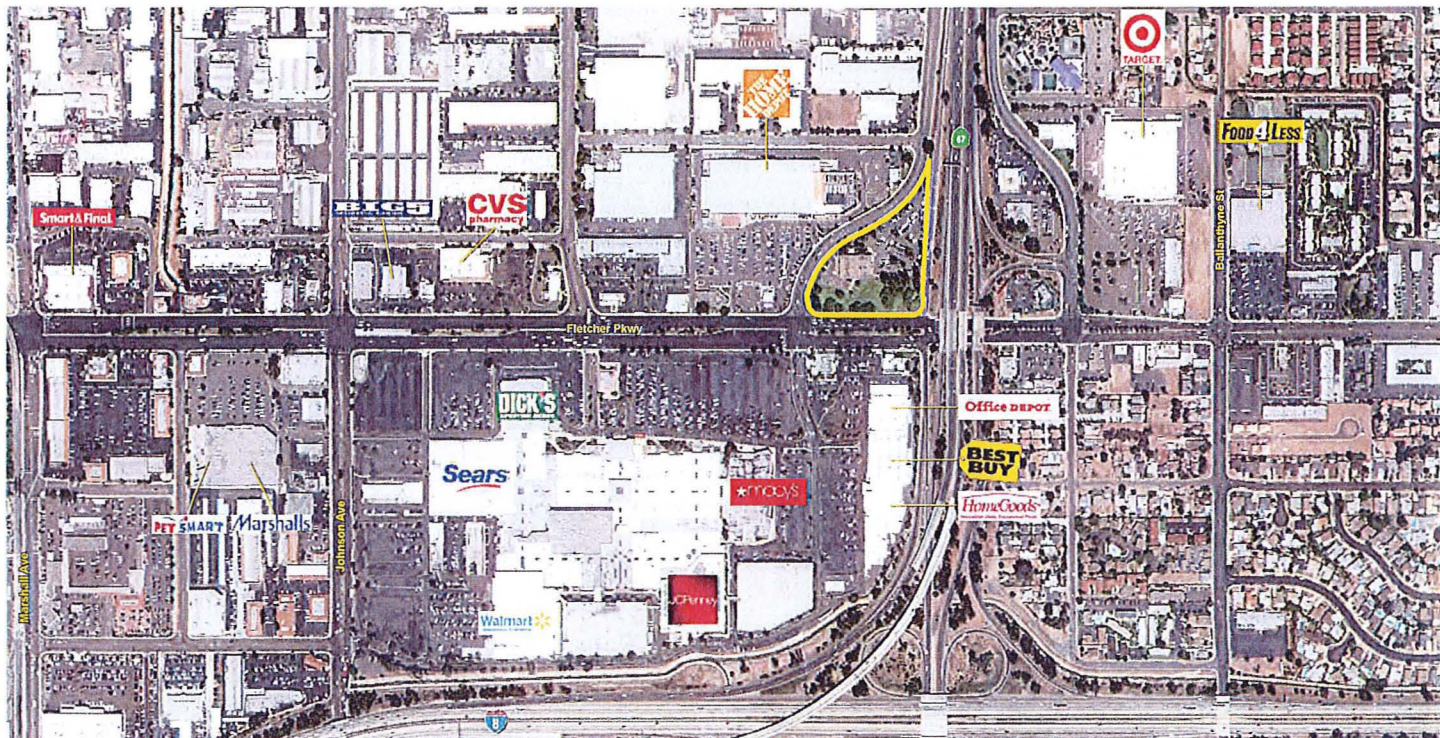

Douglas Williford
City Manager



FOR SALE - HIGH PROFILE LOCATION

100 Fletcher Parkway, El Cajon, California

4.14 Acres



FEATURES

- Located at the corner of Fletcher Pkwy & 67 Freeway
- Across the street from Parkway Plaza Mall
- Freeway proximity provides regional exposure
- 4.14 acres includes former Cal-Trans right of way (27,878 SF)
- Outstanding location for high quality users
- Existing building is 23,685 SF plus basement
- Potential retail / office / hotel site

DEMOGRAPHICS

	1 Mile	3 Mile	5 Mile
2011 Population:	24,155	159,636	327,054
2016 Proj Pop:	25,901	171,208	347,937
Avg HH Income:	\$48,458	\$65,474	\$75,059

TRAFFIC COUNTS

(GOOGLE EARTH PRO 2008)

Hwy 67 at Fletcher Pkwy	36,500 ADT
Fletcher Pkwy at Hwy 67	40,588 ADT

CLOSE TO



DON MOSER

Lic.# 00821359

858.523.2087

dmoser@retailinsite.net

MATT MOSER

Lic.# 01772051

858.523.2096

mmoser@retailinsite.net

KERRY SCHIMPF

Lic.# 00955075

619.462.3100

kschimpf@breb.com

CPG COMMERCIAL
PROPERTIES
GROUP

A MEMBER OF
CHAINLINKS
RETAIL ADVISORS

The information above has been obtained from sources believed to be reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax and other factors which should be evaluated by your tax, financial and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.

City of El Cajon



List of Proposers **100 Fletcher Parkway**

Kalthia Group Hotels (KGH)

Black Gold funds

Frontier Development

Brixton / Excel Hotels

LATCO

Robert Garmo

Hospitality Investment Group

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City of El Cajon

Agenda Report

MEETING: June 9, 2015
ITEM NO: 4.2



TO: Mayor Wells, Mayor Pro Tem McClellan
Councilmembers Ambrose, Bales, Kendrick

FROM: Assistant City Manager, Majed Al-Ghafry

SUBJECT: Amendment to Professional Services Agreement For the East
County Performing Arts Center – Architects Mosher Drew

RECOMMENDATION: That the City Council authorize the City Manager to execute a first amendment to increase the contract amount of the existing Professional Services Agreement (PSA) between the City of El Cajon (City) and Architects Mosher Drew (Architect) to \$415,000, authorize up to a maximum of 25 percent contract amendments by the City Manager based on the amended contract amount and to extend the agreement to September 30, 2016.

BACKGROUND: On June 10, 2014, the City Council authorized the City Manager to negotiate and execute a PSA and any necessary amendments with the Architect for design plans and specifications for the renovations and improvements of the East County Performing Arts Center (ECPAC).

As part of the original scope, components were designed with standard upgrades in mind without the flexibility to add alternative or superior technology that offers a wide range of performance capabilities. This included replacement and/or servicing of the existing audio, video, and lighting equipment, as well as significant ADA improvements. However, after consultation with our architect and other agencies who operate modern performing arts centers, staff wishes to provide potential bidders with the ability to bid on a series of “additions and alternatives” for these same components, so that the City may determine the actual cost difference of these options. This will require further design work to prepare the final bid package.

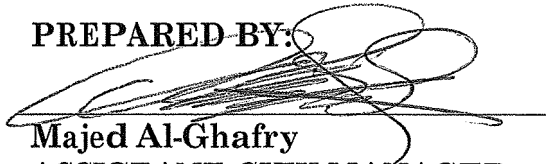
City Council approval for this amendment is requested which will increase the contract amount from \$347,950 to \$415,000 as well as to authorize up to a maximum of 25% contract amendments by the City Manager of the amended contract amount and to extend the agreement to September 30, 2016, to ensure the architect will be available to the City through the full construction process, if needed.

It is noteworthy to mention that the design for the roof replacement for the facility has been awarded and construction is expected to start this month with anticipated savings of over

\$100,000 from the original cost estimate.

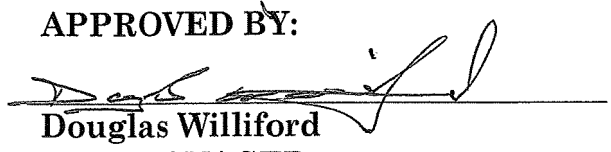
FISCAL IMPACT: Sufficient funds are available in the current CIP budget. This Project is funded by the General Fund, CDBG, and Successor Agency 2007 RDA Bonds.

PREPARED BY:

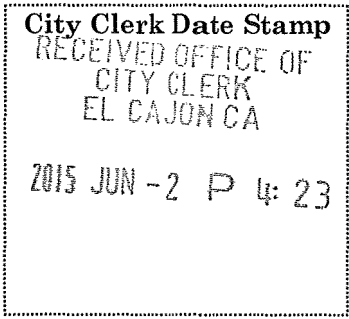
A handwritten signature in black ink, appearing to read 'Majed Al-Ghafry', written over a horizontal line.

Majed Al-Ghafry
ASSISTANT CITY MANAGER

APPROVED BY:

A handwritten signature in black ink, appearing to read 'Douglas Williford', written over a horizontal line.

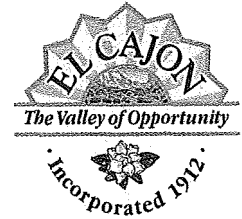
Douglas Williford
CITY MANAGER



City of El Cajon Agenda Report

MEETING: 6/9/15

ITEM NO: 6.1



TO: Mayor Pro Tem McClellan
Councilmembers Ambrose, Bales, Kendrick
FROM: Mayor Wells

SUBJECT: Council Activities Report

RECOMMENDATION: That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

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

REPORT:

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

- May 29, 2015 - Cajon Valley's Got Talent – Talent Show Judge
- June 1, 2015 - Mayor Faulconer's Water Conservation Press Conference
- June 1, 2015 - Interview with KOGO Radio
- June 8, 2015 - El Cajon Historical Society Third Grade Essay Contest
- June 9, 2015 - City Council Meeting at 3:00 p.m.

I will be happy to answer any questions you may have.

SUBMITTED BY,

Bill Wells

Bill Wells
Mayor



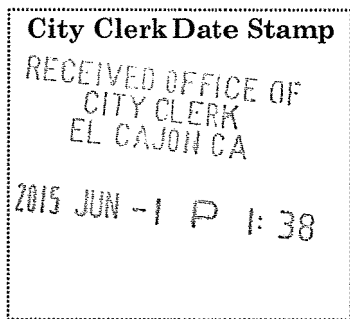
LEGISLATIVE REPORT 2015-2016



6.2

BILL	NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS / LAST ACTION DATE
AB	2	Alejo	Community Revitalization Authority (Amended: 3/26/15)	1/27/2015	"Watch"	Assembly	5/21/2015-Referred to Coms. on GOV. & F. and T. & H.
AB	35	Chiu/Atkins	Affordable Housing Income taxes: credits: low-income housing: allocation increase. (Amended: 5/20/2015)	4/28/2015	"Watch"	Assembly	5/28/2015-Joint Rule 62(a), file notice suspended. From committee: Do pass. (Ayes 17. Noes 0.) (May 28). Read second time. Ordered to third reading.
AB	266	Bonta	Medical marijuana. (Amended: 6/2/2015)	4/28/2015	"Watch"	Assembly	6/2/2015-Read second time and amended. Ordered returned to second reading.
AB	278	Hernandez	District-based municipal elections. (Amended: 6/1/2015)	4/28/2015	"Watch"	Assembly	6/2/2015-Read second time. Ordered to third reading.
AB	1335	Atkins	Building Homes and Jobs Act (Amended: 5/14/2015)	4/28/2015	"Watch"	Assembly	6/1/2015-Read second time. Ordered to third reading.
SB	493	Cannella	Elections in cities: by or from districts. (Amended: 4/20/2015)	4/28/2015	"Watch"	Assembly	5/28/2015-Referred to Coms. on E. & R. and L. GOV.

The Legislative Report tracks bills for the 2015-2016 Session of the California Legislature that the El Cajon City Council/Housing Authority/Successor Agency to the Redevelopment Agency has voted to monitor/watch, support or oppose. Updated June 3, 2015 at 8:00 a.m. for the June 9, 2015 City Council Meeting.



City of El Cajon Agenda Report

MEETING: 6/9/15

ITEM NO: 7.1



TO: Mayor Wells, Mayor Pro Tem McClellan
Councilmembers Ambrose, Bales
FROM: Councilmember Kendrick

SUBJECT: Council Activities Report

RECOMMENDATION: That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

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

REPORT:

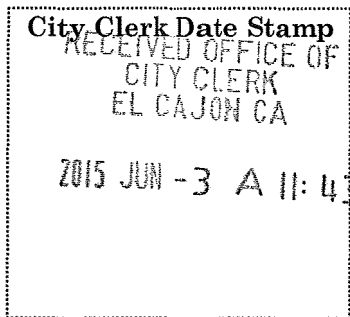
Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

- May 29, 2015 - Meeting w/ City Manager
- May 30, 2015 - Opening Presentation for El Cajon Relay for Life
- June 9, 2015 - City Council Meeting at 3:00 p.m.

I will be happy to answer any questions you may have.

SUBMITTED BY,

Gary Kendrick
Gary Kendrick
Councilmember



City of El Cajon Agenda Report

MEETING: June 9, 2015

ITEM NO: 7.2



TO: Mayor Wells, Mayor Pro Tem McClellan
Councilmembers Ambrose and Bales

FROM: Councilmember Kendrick

SUBJECT: RESPONSIBLE RETAIL STORES PROGRAM

RECOMMENDATION: That the City Council direct the City Manager to return to the City Council at an appropriate time with a detailed proposed program pertaining to responsible stores selling alcohol, modeled after our existing Crime Free programs.

BACKGROUND:

Since the City's adoption in September of 2013 of the Deemed Approved Ordinance, we have successfully implemented its provisions through a number of specific recent cases. I fully expect the City Council, in conjunction with the Planning Commission, City Attorney's Office and our staff, to continue the strong application of this Ordinance into the future. In addition, the Mayor has proposed that the City Council consider a ballot initiative for 2016 to more formally establish our City's position and policy on the critical issue of sustaining responsible and legal alcohol sales in El Cajon. I fully support the Mayor's proposed initiative.

In concert with these actions, I now propose that the City Council create a program, similar in nature to our very successful "Crime Free" programs for both apartments and hotels\ motels, which would enable the City to recognize and congratulate stores in El Cajon that market alcohol responsibly. This type of a program would allow quality businesses in our City to receive appropriate acknowledgment by the City Council and be held as good role models for the business community in El Cajon.

Hopefully, as has happened with both of our other "Crime Free" programs, this will act to encourage positive business behavior and become something that the stores will actively aspire to.

Therefore, I recommend to the City Council that we direct the City Manager to return to the City Council at an appropriate time with a detailed proposed program pertaining to responsible stores selling alcohol, modeled after our existing Crime Free programs.

FISCAL IMPACT:

None at this time. There may be costs associated with the future implementation of the program that will be estimated by staff in a future report.

PREPARED BY:

Gary Kendrick

**Gary Kendrick
Councilmember**

GK

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City of El Cajon Agenda Report

MEETING: 6/9/15

ITEM NO: 8.1



TO: Mayor Wells, Mayor Pro Tem McClellan
Councilmembers Bales, Kendrick
FROM: Councilmember Ambrose

SUBJECT: Council Activities Report

RECOMMENDATION: That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

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

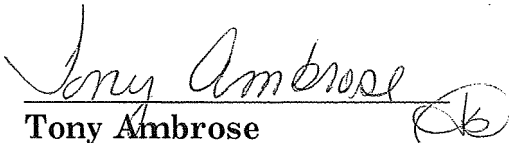
REPORT:

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

- May 28, 2015 - Meeting with Diane Jacob re: Refugee Issues
- May 29, 2015 - Cajon Valley's Got Talent fund raiser
- May 30, 2015 - TEDx at Cajon Valley

I will be happy to answer any questions you may have.

SUBMITTED BY,


Tony Ambrose
Councilmember

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City of El Cajon Agenda Report

MEETING: 6/9/15

ITEM NO: 9.1



TO: Mayor Wells, Councilmembers Ambrose,
Bales, Kendrick
FROM: Mayor Pro Tem McClellan

SUBJECT: Council Activities Report

RECOMMENDATION: That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

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

REPORT:

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

June 9, 2015 - City Council Meeting at 3:00 p.m.

I will be happy to answer any questions you may have.

SUBMITTED BY,

Bob McClellan

Bob McClellan
Mayor Pro Tem

City Clerk Date Stamp

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City of El Cajon Agenda Report

MEETING: 6/9/15

ITEM NO: 10.1



TO: Mayor Wells, Mayor Pro Tem McClellan
Councilmembers Ambrose, Kendrick
FROM: Councilmember Bales

SUBJECT: Council Activities Report

RECOMMENDATION: That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

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

REPORT:

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

- May 27, 2015 - Chaldean Voices Premier – St. Peters Church
- May 29, 2015 - Cajon Valley's Got Talent
- May 31, 2015 - TED-X Kids – Greenfield Middle School
- June 8, 2015 - Meeting w/ City Manager
- June 8, 2015 - El Cajon Historical Society Third Grade Essay Contest
- June 9, 2015 - Commencement Keynote Speaker –Cuyamaca College Graduation
- June 9, 2015 - City Council Meeting at 3:00 p.m.

I will be happy to answer any questions you may have.

SUBMITTED BY,

A handwritten signature in cursive script that reads "Star Bales".

Star Bales
Councilmember

A small handwritten mark or signature, possibly initials, located below the printed name of the council member.

City Clerk Date Stamp

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City of El Cajon Agenda Report

MEETING: June 9, 2015

ITEM NO: 11.1



TO: Mayor Wells, Councilmembers Ambrose and Bales

FROM: Mayor Pro Tem McClellan and Councilmember Kendrick

SUBJECT: SUPPORT FOR SB 151 – CHANGING TOBACCO SALES AGE LIMITS IN CALIFORNIA

RECOMMENDATION: That the City Council direct staff to transmit a letter to State Assemblyman Jones and Governor Brown regarding our support for SB 151.

BACKGROUND:

Current State law requires that tobacco products cannot be sold to individuals under the age of 18. Senate Bill 151 (Hernandez) proposes to change the law to instead prohibit selling tobacco products to anyone under the age of 21. Recently, the State Senate passed this bill by a vote of 26-8 and has sent it on to the Assembly for their consideration.

The importance of this bill is to further the protection of our youth from the dangers of smoking. Given that most adult smokers begin this habit during their teen years, this legislation is particularly important, in our view.

Attached is a statement from the American Lung Association regarding SB 151, as well as a recent article from the Sacramento Bee reporting on the State Senate's passage of the bill. We wish to recommend that the City Council direct staff to transmit a letter to State Assemblyman Jones and Governor Brown stating our support for SB 151.

FISCAL IMPACT:

None.

PREPARED BY:

Bob McClellan

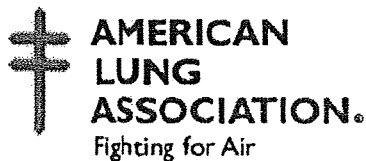
Bob McClellan
Mayor Pro Tem

JB

Gary Kendrick

Gary Kendrick
Councilmember

JB



Statement by the American Lung Association in California on CA Senate Bill 151

Sacramento, CA (February 4, 2015)—Statement by the American Lung Association in California on CA Senate Bill 151

The American Lung Association in California supports Senate Bill 151 (Hernandez). We are committed to keeping California kids tobacco-free by making smoking inconvenient and expensive. This legislation helps achieve this by increasing the purchase age for tobacco products to 21.

The fact is that the tobacco industry has a long and disturbing history of luring youth to their addictive products. 95% of US smokers start smoking before they turn 21 years old. Delaying the age when young people first experiment or begin using tobacco can reduce the risk that they transition to regular or daily tobacco use and increase their chances of successfully quitting if they do become regular users. This legislation would help prevent more youth from succumbing to an addiction that could cost them their lives.

California has a rich history of strong tobacco control policies that have helped reduce smoking rates to record levels. But, tobacco companies continue to look for new “replacement smokers.” Increasing the sale age combined with other strategies to reduce tobacco use, including higher tobacco taxes, strong smoke-free laws that apply to all workplaces and public places, and well-funded, sustained tobacco prevention and cessation programs, will help further reduce smoking rates in California.

- Kimberly Amazeen, Vice President, Public Policy & Advocacy, American Lung Association in California

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Sacramento Bee

By Alexei Koseff

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June 3, 2015

With no debate and bipartisan support, the state Senate voted 26-8 on Tuesday to raise the legal age to buy tobacco in California from 18 to 21.

Senate Bill 151 aims to keep cigarettes out of the hands of teenagers. Nine in 10 smokers take up the habit by age 18, according to the American Lung Association in California, and 36,000 California kids start smoking each year.

"Cigarettes are the single most dangerous consumer product ever sold," said Sen. Ed Hernandez, D-Azusa, the measure's author. "It's time to stop allowing tobacco companies to make their deadly product so readily available to our youth."

Even as tobacco companies are increasing their influence again at the Capitol, shedding a once-toxic reputation, SB 151 received unanimous support from Democrats, as well as yes votes from four Republican senators: Tom Berryhill of Twain Harte, Ted Gaines of Roseville, Janet Nguyen of Garden Grove and Jeff Stone of Temecula.

If SB 151 is approved by the Assembly and Gov. Jerry Brown, California would be one of the first states in the country to raise its legal tobacco purchase age to 21. A bill in Hawaii is currently awaiting the governor's signature.

Read more here: <http://www.sacbee.com/news/politics-government/capitol-alert/article22928928.html#storylink=cpy>

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF EL CAJON ADDING
A NEW CHAPTER 15.86 TO THE
EL CAJON MUNICIPAL CODE, DESIGNATING
VERY HIGH FIRE HAZARD SEVERITY ZONES
AND WILDLAND URBAN INTERFACE AREAS
WITHIN ITS JURISDICTIONAL BOUNDARIES

WHEREAS the International Wildland Urban Interface Code, now Chapter 7A of the California Building Code, has been adopted by reference as the urban interface code of the City of El Cajon; and

WHEREAS the City desires to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and the owners and occupants of structures in the City, and maintenance of all buildings and structures within the City, and incidental matters relating thereto; and

WHEREAS it is necessary that the City designate Very High Fire Hazard Severity Zones and Wildland Urban Interface Areas within its jurisdictional boundaries because of the threat of catastrophic wildfires based on the topography of valleys and drainages combined with steep grades and hillsides that have the consistency of extremely flammable vegetation that creates hazardous fire conditions based on the close proximity to structures; and the climatic conditions of hot temperatures, low humidity and winds that the City of El Cajon experiences.

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

SECTION 1. Chapter 15.86 is hereby added to the El Cajon Municipal Code to read as follows:

15.86.010. Designation of Very High Fire Hazard Severity Zones in Local Responsibility Areas.

The City of El Cajon hereby designates Very High Fire Hazard Severity Zones and Wildland Urban Interface Areas within its jurisdictional boundaries pursuant to California Government Code Section 51179. The Very High Fire Hazard Severity Zones and Wildland Urban Interface Areas designated by this ordinance are designated on a map titled El Cajon Fire Hazard Severity Zones, dated January 27, 2009, and retained on file at the Fire Department Administrative Office and the Building and Fire Safety Division in El Cajon City Hall. This map is intended to supersede other maps previously adopted by the City of El Cajon designating high fire hazard areas.

(Continued on Page 2)

SECTION 2. Pursuant to California Government Code Section 51179(g), the City of El Cajon shall post a notice at the offices of the county recorder, county assessor, and county planning agency identifying the Fire Department Administrative Office and the Building and Fire Safety Division in El Cajon City Hall as the location of the map entitled El Cajon Fire Hazard Severity Zones. If the City of El Cajon amends the map, the notice shall instead identify the location of the amended map.

SECTION 3. This ordinance shall be effective thirty days following its passage and adoption.

Adopt Chapter 15.86 Designate VHFHSZ & Wildland Urban Interface Areas

05/26/15 (Item No. 13.1) – 1st Reading

06/09/15 (Item No. 14.1) – 2nd Reading