

ONLINE AGENDA INFORMATION

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CITY OF EL CAJON

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

AGENDA



February 9, 2016

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

***The Valley
of
Opportunity***

Bill Wells
Mayor

Tony Ambrose
Mayor Pro Tem

Star Bales
Councilmember

Gary Kendrick
Councilmember

Bob McClellan
Councilmember

Douglas Williford
City Manager

Morgan Foley
City Attorney

Majed Al-Ghafry
Assistant City Manager

Belinda Hawley
City Clerk



AGENDA



February 9, 2016
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 January 26, 2016, Meetings and the Agenda of the February 9, 2016, Meeting in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.
- **PRESENTATIONS:**
 - San Diego County *Live Well San Diego* Initiative
 - Update on San Diego Forward: The Regional Plan
- **AGENDA CHANGES:**

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

CONSENT ITEMS: (1.1 – 1.6)

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 January 26, 2016 Meetings 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 RESOLUTIONS: APPROVAL OF PLANS AND SPECIFICATIONS FOR FEDERAL-AID PROJECT, UPGRADE TRAFFIC SIGNALS – AVOCADO AVENUE - BALLANTYNE STREET, HSIPL 5211(032), PW3515 / BID NO. 029-16
(Report: Dennis Davies, Deputy Director of Public Works)**

RECOMMENDATION: That the City Council adopt the next RESOLUTIONS in order to approve Plans and Specifications for the Upgrade Traffic Signals - Avocado Avenue - Ballantyne Street project, and direct a Notice Inviting Sealed Bids to be opened on March 10, 2016.

CONSENT ITEMS: (Continued)

- *1.5 RESOLUTION: AWARD OF BID NO. 022-16, INSTALLATION OF PEDESTRIAN CURB RAMPS AND TRAFFIC SAFETY CALMING DEVICES 2016 (Report: Nahid Razi, Purchasing Agent)**

RECOMMENDATION: That the City Council:

- Find the second, fourth, and seventh low bidders non-responsive, each for the reasons set forth in this agenda report; and
- Adopt the next RESOLUTION in order and award the bid to the lowest responsive, responsible bidder, New Century Construction, Inc., in the amount of \$152,275.00; and
- Increase the appropriation in the Transportation CIP (550000) Pedestrian Curb Ramps and Traffic Safety Calming Devices 2016 (PW3491) project by \$39,000.00; and
- Increase the appropriation in the funding source TransNet (503000) fund by \$39,000.00; and
- Authorize a transfer of \$39,000.00 from the 503000 fund to the 550000 fund.

- *1.6 DONATION OF A 2016 TOYOTA TUNDRA TRUCK BY TOYOTA OF EL CAJON TO THE EL CAJON POLICE DEPARTMENT (Report: Jeff Davis, Police Chief)**

RECOMMENDATION: That the City Council authorize the City Manager or designee to accept the donation of a 2016 Toyota Tundra pickup truck from Toyota of El Cajon, valued at \$39,615.00, for use by the Special Operations Unit – Bike Team.

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.

ACTIVITIES REPORTS OF COUNCILMEMBERS

7.

COUNCILMEMBER GARY KENDRICK

Heartland Communications JPA; Heartland Fire Training JPA;.

***7.1 COUNCIL ACTIVITIES REPORT/COMMENTS**

8.

MAYOR PRO TEM 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.

COUNCILMEMBER 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 - None

12. GENERAL INFORMATION ITEMS FOR DISCUSSION

13. ORDINANCES: FIRST READING - None

14. ORDINANCES: SECOND READING AND ADOPTION - None

15. CLOSED SESSIONS: None

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 February 2016 is adjourned to Tuesday, February 23, 2016, at 3:00 p.m.

GENERAL INFORMATION:

The following item(s) are informational and are not discussed unless the Council/Authority brings the items forward for discussion under Item No. 12 of the agenda.

***A. AMGEN Tour of California (Report: Douglas Williford, City Manager)**



Upcoming Events in El Cajon City Council Meeting For February 9, 2016



February 10 - Antique & Collectible Show. Located at the Unity Church, 311 Highland Avenue in El Cajon, hours are 12:00 noon to 4:00 p.m. See great collectibles, from artwork to jewelry! Appraisals are available for \$5 an item. Free parking and admission. For more information, please call (619) 368-2055.

February 11 - The El Cajon Farmers' Market continues every Thursday in Downtown El Cajon, from 3:00 p.m. to 6:00 p.m., at the Prescott Promenade, 201 East Main Street. Enjoy fresh fruit, vegetables, bread, vendors, music and more! Please visit www.elcajonfarmersmarket.org for more information.

February 12 & 26 - Alternate Friday closures for El Cajon City offices. Please go to www.cityofelcajon.us for a full calendar of hours for City offices during 2016.

February 14 - Happy Valentine's Day!



February 15 - City offices will be closed in observance of the Presidents' Day holiday.

February 23 and March 8 - El Cajon City Council Meetings are at 3:00 p.m. and 7:00 p.m., as needed. The meetings are held in the Council Chamber at 200 Civic Center Way. For more information and to view the full agenda online please visit www.cityofelcajon.us.

Upcoming Community Events:

March 12 - RUN EC's St. Patrick's Day Half Marathon. Registration is OPEN! The Half Marathon begins at 198 West Main Street, in Downtown El Cajon, next to the El Cajon Arch. This event is hosted by the Run East County Foundation. Funds raised will benefit several East County charities. Please visit www.stpatrickshalf.com for more information, to register, or to volunteer.

May 15 - 2016 AMGEN Tour of California Coming To El Cajon! The 2016 AMGEN Tour of California, presented by AEG, will once again bring World Champions, Olympic Medalists, top Tour de France competitors, and other elite professional cyclists to the highways, byways and ocean vistas of California for an 8-day, 800 plus mile race. The first leg of the race will be in San Diego on May 15. A portion of that leg will have the bicyclists come right down Main Street and through the City of El Cajon! Please visit www.amgentourofcalifornia.com/letapecalifornia for more information.

May 21 - America on Main Street in Downtown El Cajon, with the theme "The Beach Comes East!" This patriotic event is planned to coincide with the nationally recognized Armed Forces Day and celebrates the American spirit. Enjoy three stages of live entertainment, food booths, a chili cook-off, a Ferris wheel, arts & crafts, petting zoos, and more! Hours will be from 12:00 p.m. to 8:00 p.m. and located on East Main Street, between Magnolia Avenue and Ballantyne Street. For volunteer and sponsorship information, please call (619) 441-1762 or visit www.americaonmainstreet.org.

Recreation: The City of El Cajon Recreation Guide for Winter 2016 is available online! The City offers a wide variety of classes and sports for every member of the family! See the guide online or pick up a copy at any of the El Cajon recreation centers or online at www.elcajonrec.org.

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



MINUTES

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

January 26, 2016

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, January 26, 2016, was called to order by Mayor/Chair Bill Wells at 3:00 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

ROLL CALL

Council/Agencymembers present:	Bales, Kendrick and McClellan
Council/Agencymembers absent:	None
Mayor Pro Tem/Vice Chair present:	Ambrose
Mayor/Chair present:	Wells
Other Officers present:	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. (The Courts have concluded that sectarian prayer as part of City Council Meetings is not permitted under the Constitution).

POSTINGS: The City Clerk posted Orders of Adjournment of the January 12, 2016, meetings and the Agenda of the January 26, 2016, meetings in accordance with State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

- **Employee Service Awards**

Last Name	First Name	Years	Position
Alon	Julie	5	Recreation Services Supervisor
Bonilla	Roberto	5	Police Officer
Castaneda	Adriana	5	Senior Management Analyst
Cunningham	Adam	5	Police Officer
Danganan	Victoria	5	Senior Accountant
Gomes	Patrick	5	Police Officer
Johns-Davis	Jeannine	5	Police Officer
Kasvikis	Jamie	5	Senior Management Analyst
Kusler	Lindsey	5	Police Dispatcher
Palladino	Travis	5	Police Officer
Peterson	Sarah	5	Forensic Evidence Technician
Staab	Carol	5	Secretary
Sturk	Beverly	5	Senior Management Analyst
Brawner	Thomas	10	Fire Engineer
Briley	Ryan	10	Police Officer
Clark	Brian	10	Public Works Maint. Worker II
Cravener	Eric	10	Police Officer
Crawford	Joseph	10	Police Officer
Dietrich	Travis	10	Paramedic Firefighter
Evenskaas	Jason	10	Paramedic Firefighter
Garcia	Simon	10	Fire Engineer
Howarth	Joseph	10	Fire Engineer
Locken	Carol	10	Accountant
Mansour	Ted	10	Police Officer
Mayfield	Casey	10	Paramedic Firefighter

Employee Service Awards (Continued)

Last Name	First Name	Years	Position
Phillips	John	10	Associate Engineer
Pittsley	Joshua	10	Police Officer
Reed-Falk	Holly	10	Financial Operations Manager
Thornton	Eric	10	Police Officer
Valles	Ron	10	Administrative Secretary
Anderson	Gregory	15	Asst Engineer/Licensed Land Surveyor
Bernabe	Romeo	15	Facilities Technician
Campos	Jaime	15	Associate Civil Engineer
Castillo	Thomas	15	Facilities Technician
Foley	Morgan	15	City Attorney
Jones	Aaron	15	Public Works Crew Leader
Martinez	Jennifer	15	Police Services Officer
O'Brien	Joseph	15	Park Maint. Worker
Tronerud	Adam	15	Recreation Services Supervisor
van Ravesteyn	Adrian	15	Network Administrator
Vaupel	Susan	15	Recreation Services Supervisor
Wharton	Michelle	15	Property Clerk
Wilbourn	Angel	15	Information Technologies Tech.
Barber	Mark	20	Police Officer
Colon	Matthew	20	Police Sergeant
Dewgaw	Crosby	20	Police Officer
Moulton	Michael	20	Police Lieutenant
Pavao	Daniel	20	Building Official/Fire Marshal
Ransweiler III	Robert	20	Police Lieutenant
Stoller Gangale	Susan	20	Police Officer
Wining	Robert	20	Police Officer

Employee Service Awards (Continued)

Last Name	First Name	Years	Position
Hays	John	25	Police Sergeant
Smylie	Rick	25	Fire Captain
Stainbrook	Glenice	25	Recreation Services Supervisor
Taylor	Eric	25	Police Lieutenant
Swaney	Steven	30	Fire Division Chief

- **RECOGNITION: Crime Free Multi-Housing Program**
- **Teen Coalition**

AGENDA CHANGES: None

CONSENT ITEMS: (1.1 – 1.10)

MOTION BY BALES, SECOND BY McCLELLAN, to APPROVE Consent Items 1.1 through 1.10.
MOTION CARRIED BY UNANIMOUS VOTE.

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

Approve Minutes of the January 12, 2016 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 RESOLUTION: AWARD OF BID NO. 017-16, FLETCHER HILLS POOL RENOVATION (Report: Nahid Razi, Purchasing Agent)

- Find that the bids of the second low bidder, Cyber Professional Solutions Corporation, and the fifth low bidder, Fordyce Construction, Inc., are non-responsive for failure to perform at least fifty percent (50%) of the contract work; and
- Based on the above, adopt RESOLUTION NO. 007-16 to award the bid to the lowest responsive, responsible bidder, California Waters Development, Inc., in the amount of \$569,000.00.

1.5 RESOLUTION: TENTATIVE AGREEMENT WITH THE EL CAJON MUNICIPAL EMPLOYEES' ASSOCIATION (ECMEA) FOR 2015 - 2019 MEMORANDUM OF UNDERSTANDING (MOU) (Report: Jim Lynch, Director of Human Resources)

Approve the tentative agreement reached with the El Cajon Municipal Employees Association (ECMEA) and authorize the City Manager to execute the final Memorandum of Understanding (MOU) implementing the terms outlined and adopt RESOLUTION NO. 008-16.

1.6 RESOLUTION: TENTATIVE AGREEMENT WITH THE EL CAJON MID-MANAGEMENT AND PROFESSIONAL EMPLOYEES' GROUP (MMPEG) FOR 2015 - 2019 MEMORANDUM OF UNDERSTANDING (MOU) (Report: Jim Lynch, Director of Human Resources)

Approve the tentative agreement reached with the El Cajon Mid-Management and Professional Employees' Group (MMPEG) and authorize the City Manager to execute the final Memorandum of Understanding (MOU) implementing the terms outlined and adopt RESOLUTION NO. 009-16.

1.7 REQUEST FOR DONATION TO ASSIST RESTORATION OF HISTORIC EL CAJON FIRE ENGINE (Report: Douglas Williford, City Manager)

Approve the proposal for a \$3,000.00 donation to the El Cajon Professional Firefighters Foundation for the purposes of assisting the restoration of the historic El Cajon Fire Engine.

CONSENT ITEMS: (Continued)

1.8 COMMENT LETTER TO STATE WATER RESOURCES CONTROL BOARD REQUESTING CREDIT FOR NEW DROUGHT PROOF WATER SUPPLIES (Report: Dennis Davies, Deputy Director of Public Works)

Direct the City Manager to prepare a comment letter to the State Water Resources Control Board regarding the proposed extension of Emergency Conservation Regulations and the need for the Regulations to provide credit for new local, drought proof, sustainable water supplies.

1.9 RESOLUTION: CITY ATTORNEY STAFF MEMBERS (Report: Morgan Foley, City Attorney)

Adopt RESOLUTION NO. 010-16 appointing the professional staff of the City Attorney's Department effective January 26, 2016.

1.10 PROGRESS REPORT – DECLARATION OF EMERGENCY – STORM DAMAGE 2016 (Report: Majed Al-Ghafry, Assistant City Manager)

Determine, by four-fifths vote, that there continues to be a need for a state of emergency to facilitate repairs at various locations throughout the City in accordance with El Cajon Municipal Code section 2.04.145 and Public Contract Code section 22050, and to waive bid requirements for emergency repairs in accordance with El Cajon Municipal Code section 3.20.010(C)(6).

PUBLIC COMMENT:

Lorraine Leighton spoke about harassment by the Police Department.

Sunshine Horton shared a tape recording about honoring the Pledge of Allegiance.

Mayor Wells invited Psychiatric Emergency Response Team (PERT) officers, **Molly Downs** and **Sue Souldard**, to introduce themselves to the audience.

Stephanie Harper spoke about the FY 15-16 Budget, City spending, and that the Assistant City Manager holds three positions and is paid three salaries.

City Manager stated that the facts shared by Ms. Harper are inaccurate, and indicated the Assistant City Manager in fact does hold three positions, but is only paid one salary, not three.

PUBLIC COMMENT: (Continued)

Councilmember Kendrick clarified that the three positions currently held by the Assistant City Manager, were combined years ago, with the purpose of saving the taxpayers thousands of dollars. He suggested that people coming to make comments should check their facts before speaking in front of Council.

Councilmember McClellan shared a newspaper article about Taylor Guitars, a business located in El Cajon.

2. WRITTEN COMMUNICATIONS: None

3. PUBLIC HEARINGS: None

4. ADMINISTRATIVE REPORTS:

4.1 RESOLUTIONS: APPROVAL OF PLANS AND BID SPECIFICATIONS FOR RONALD REAGAN COMMUNITY CENTER RENOVATION PROJECT, PK3508 / BID NO. 028-16
(Report: Majed Al-Ghafry, Assistant City Manager)

RECOMMENDATION: That the City Council adopt the next RESOLUTIONS in order to:

- Approve Plans and Bid Specifications for the Ronald Reagan Community Center Renovation Project, PK3508 / Bid Number 028-16; and
- Direct a Notice Inviting Sealed Bids to be opened on February 29, 2016.

DISCUSSION

Assistant City Manager Al-Ghafry gave a summary of the Item and presented a slide show with renderings of the improvements.

Discussion ensued among **Council** and **Staff** concerning the following:

- Timeline to job completion (August 2016);
- Consideration for an audio system upgrade.

ADMINISTRATIVE REPORTS: (Item 4.1 – Continued)

Architect Walt Conwell was present to answer any questions from Council.

Councilmembers spoke in support of the design of the building enhancements.

MOTION BY McCLELLAN, SECOND BY BALES, to ADOPT RESOLUTION NO. 011-16 to Approve Plans and Bid Specifications for the Ronald Reagan Community Center Renovation Project, PK3508 / Bid Number 028-16; and ADOPT RESOLUTION NO. 012-16 to Direct a Notice Inviting Sealed Bids to be opened on February 29, 2016.

MOTION CARRIED BY UNANIMOUS VOTE.

**4.2 CIVIC CENTER PLAZA FLAGPOLE RENOVATION
(Report: Majed Al-Ghafry, Assistant City Manager)**

RECOMMENDATION: That the **City Council** consider the Flagpole Renovation at Civic Center Plaza area as presented in the agenda report.

DISCUSSION

Assistant City Manager Al-Ghafry gave a summary of the Item.

Discussion ensued among **Council** and **Staff** concerning the following:

- Suggestions for an appropriately sized flagpole for the area;
- Considering the flagpole as a marker or landmark for the City;
- Support from all Councilmembers for the 50' flagpole.

George Glover, member of the Veterans' Commission, spoke in support of the 50' flag pole.

MOTION BY BALES, SECOND BY McCLELLAN, to APPROVE the 50 foot flagpole at Civic Center Plaza.

MOTION CARRIED BY UNANIMOUS VOTE.

ADMINISTRATIVE REPORTS: (Continued)

4.3 RESOLUTION: PARTICIPATION IN SAN DIEGO COUNTY'S LIVE WELL SAN DIEGO INITIATIVE (Report: Brett Channing, Assistant to the City Manager)

RECOMMENDATION: That the City Council adopt the next Resolution in order to become a partner agency in San Diego County's *Live Well San Diego* initiative.

DISCUSSION

Brett Channing, Assistant to the City Manager, gave a summary of the Item.

Marie Borwn-Mercadel, representing County of San Diego, Health and Human Agency, spoke in support of a partnership with El Cajon. She introduced **Katie Judd** and **Dr. Dore Gilbert**, also present in the audience.

City Attorney Foley stated that from a legal sense, it is not a partnership, and clarified that the City will not become General Partners with *Live Well San Diego*.

MOTION BY AMBROSE, SECOND BY McCLELLAN, to ADOPT RESOLUTION NO. 013-16 approving support of and authorizing participation in San Diego County's *Live Well San Diego* initiative.

MOTION CARRIED 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 Report

ACTIVITIES REPORTS OF COUNCILMEMBERS

7.

COUNCILMEMBER GARY KENDRICK

Heartland Communications JPA; Heartland Fire Training JPA.

7.1 Council Activities Report/Comments

REPORT AS STATED.

7.2 SUPPORT LETTERS FOR SB 819 (HUFF) AND AB 1554 (IRWIN)

RECOMMENDATION: That the City Council authorize the Mayor to sign a Letter of Support for SB 819 (Huff) and AB 1554 (Irwin).

DISCUSSION

City Manager Williford introduced the item to Council.

Councilmember Kendrick spoke in support of the bills banning powdered alcohol.

MOTION BY KENDRICK, SECOND BY AMBROSE, to SEND a Letter of Support for SB 819 (Huff) and AB 1554 (Irwin).

MOTION CARRIED BY UNANIMOUS VOTE.

8.

MAYOR PRO TEM 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.

ACTIVITIES REPORTS OF COUNCILMEMBERS: (Continued)

9.

COUNCILMEMBER 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 - None

14. ORDINANCES: SECOND READING AND ADOPTION

14.1 ZONE RECLASSIFICATION NO. 2312 (El Cajon Mercedes-Benz)

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

The City Clerk recited the title of the ordinance for a second reading.

An Ordinance Approving Zone Reclassification No. 2312 for the Rezoning of Property Located at the Southwest Corner of North Marshall Avenue and Wagner Drive from M (Manufacturing) to C-M (Heavy Commercial/Light Industrial) Zone; APN: 482-190-51-00; General Plan Designation: Light Industrial (LI)

MOTION BY WELLS, SECOND BY AMBROSE, to ADOPT Ordinance No. 5036.

MOTION CARRIED BY UNANIMOUS VOTE.

14.2 AMENDMENT TO TITLE 9 OF THE EL CAJON MUNICIPAL CODE REGULATING MOBILE DISPENSARIES OF MEDICAL MARIJUANA

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

The City Clerk recited the title of the ordinance for a second reading.

An Ordinance of the City Council of the City of El Cajon Adding New Chapter 9.47 to Title 9 of the El Cajon Municipal Code Regulating Mobile Dispensaries of Medical Marijuana

MOTION BY WELLS, SECOND BY McCLELLAN, to ADOPT Ordinance No. 5037.

MOTION CARRIED BY UNANIMOUS VOTE.

ORDINANCES: SECOND READING AND ADOPTION (Continued)

14.3 AMENDMENT TO TITLE 17 OF THE EL CAJON MUNICIPAL CODE ADDRESSING MARIJUANA (CANNABIS) DISPENSARIES, CULTIVATION, MANUFACTURING, STORAGE AND DELIVERY

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

An Ordinance of the City Council of the City of El Cajon Amending Title 17 of the El Cajon Municipal Code to Specifically Prohibit Marijuana (Cannabis) Dispensaries, Marijuana Cultivation, Manufacture of Marijuana Products, Marijuana Storage, and Transportation of Marijuana

MOTION BY WELLS, SECOND BY McCLELLAN, to ADOPT Ordinance No. 5038.

MOTION CARRIED BY UNANIMOUS VOTE.

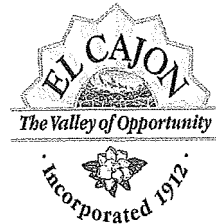
15. CLOSED SESSIONS: None

Adjournment: Mayor Wells adjourned the Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the Redevelopment Agency held this 26th day of June 2016, at 4:21 p.m. to Tuesday, January 26, 2016, at 7:00 p.m.

DRAFT

BELINDA A. HAWLEY, CMC
City Clerk/Secretary

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



MINUTES

CITY OF EL CAJON EL CAJON, CALIFORNIA

January 26, 2016

An Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the Redevelopment Agency of the City of El Cajon, California, held Tuesday, January 26, 2016, was called to order by Mayor/Chair Bill Wells at 7:03 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., Tuesday January 26, 2016, by order of the City Council and Redevelopment Agency.

ROLL CALL

Council/Agencymembers present:	Bales, Kendrick and McClellan
Council/Agencymembers absent:	None
Mayor Pro Tem/Vice Chair present:	Ambrose
Mayor/Chair present:	Wells
Other Officers present:	Hawley, City Clerk/Secretary Foley, City Attorney/General Counsel Williford, City Manager/Executive Director Al-Ghafry, Assistant City Manager

PLEDGE OF ALLEGIANCE TO FLAG and MOMENT OF SILENCE.

(The Courts have concluded that sectarian prayer as part of City Council meetings is not permitted under the Constitution)

AGENDA CHANGES: None

PUBLIC COMMENT: None

PUBLIC HEARINGS: None

INTERVIEWS:

**100. INTERVIEWS FOR COMMISSION VACANCIES
(Report: Belinda Hawley, City Clerk)**

RECOMMENDATION: That the City Council conducts interviews for seats on the Personnel Commission, Planning Commission and Veterans' Commission, and appoint applicants to serve appropriate terms.

DISCUSSION

City Clerk Hawley gave a summary of the Item. Interviews ensued for each of the Commission vacancies.

PERSONNEL COMMISSION:

One Commissioner (Term Expiration – Richard Agundez, Jr.)

- One four-year term to expire January 31, 2020
- To be appointed by the City Council from a list of three persons nominated by employees in the Classified Service, except when an incumbent is to be re-nominated, then one name may be submitted.

Applicant:

1. Richard Agundez Jr. (Incumbent)
(Nominated by Police Officers' Association)

One Commissioner (Term Expiration – Kathleen "Susi" Kuklinski)

- One four-year term to expire January 31, 2020
- To be appointed by the City Council from a list of three persons nominated by the four appointed Personnel Commission members, except when an incumbent is to be renominated, then one name may be submitted.

Applicant:

2. Kathleen "Susi" Kuklinski (Incumbent)
(Nominated by four Personnel Commission members)

INTERVIEWS FOR COMMISSION VACANCIES (Item 100 – Continued)

It was noted that applicant Richard Agundez was not present at the meeting.

MOTION BY WELLS, SECOND BY KENDRICK, to RE-APPOINT Richard Agundez, Jr. to the Personnel Commission for a term to expire January 31, 2020.

MOTION CARRIED BY UNANIMOUS VOTE.

Incumbent **Kathleen Kuklinski** spoke to state her interest in being re-appointed to the Personnel Commission.

MOTION BY KENDRICK, SECOND BY AMBROSE, to RE-APPOINT Kathleen Kuklinski to the Personnel Commission for a term to expire January 31, 2020.

MOTION CARRIED BY UNANIMOUS VOTE.

PLANNING COMMISSION:

- One Commissioner (Term Expiration – Luis Hernandez)
- One four-year term to expire January 31, 2020

Applicants:

1. Veronica Longoria
2. Allen Theweny

The following speakers spoke in support of Allen Theweny for the Planning Commission position:

**Laurie Madigan
Sarah Connors
Brooke Reno**

The following applicants were interviewed:

1. **Veronica Longoria**
2. **Allen Theweny**

INTERVIEWS FOR COMMISSION VACANCIES (Item 100 – Continued)

Discussion ensued among **Council** regarding selection of the commissioner.

MOTION BY McCLELLAN, SECOND BY AMBROSE, to APPOINT Veronica Longoria to the Planning Commission, for a term to expire January 31, 2020.

MOTION CARRIED BY UNANIMOUS VOTE.

VETERANS' COMMISSION:

One Commissioner (Term Expiration – Theodore Kagan)

- One four-year term to expire January 31, 2020
- City Council Policy A-27 indicates the application period for a vacancy will be extended by staff if there is not at least one more qualified applicant than the number of existing vacancies. As the incumbent is the only applicant, the Council may elect to waive this requirement and proceed with the appointment (which is consistent with prior actions on the part of the Council), or direct staff to extend the application period.

Applicant:

1. Theodore Kagan (Incumbent)

Incumbent **Theodore Kagan** stated his interest in continuing on the Veterans' Commission.

MOTION BY AMBROSE, SECOND BY BALES, to RE-APPOINT Theodore Kagan to the Veterans' Commission with a term to expire January 31, 2020.

MOTION CARRIED BY UNANIMOUS VOTE.

ADJOURNMENT: **Mayor Wells** adjourned the Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the Redevelopment Agency held this 26th day of January 2016, at 7:52 p.m. to Tuesday February 9, 2016, at 3:00 p.m.

BELINDA A. HAWLEY, CMC
City Clerk/Secretary

**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

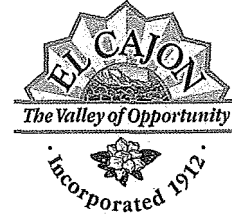
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City of El Cajon Agenda Report

MEETING: Feb. 9, 2016

ITEM NO: 1.4



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

FROM: Dennis Davies, Deputy Director of Public Works

SUBJECT: Approval of Plans and Specifications for Federal-Aid Project, Upgrade Traffic Signals - Avocado Avenue-Ballantyne Street, HSIPL 5211(032), PW3515, Bid Number 029-16

RECOMMENDATION: That the City Council adopt the next **RESOLUTIONS** in order to approve Plans and Specifications for the Upgrade Traffic Signals - Avocado Avenue-Ballantyne Street project, and direct a Notice Inviting Sealed Bids to be opened on March 10, 2016.

BACKGROUND: This Federal-aid Highway Safety Improvement Project will install approximately 10,000 lineal feet of fiber-optic traffic signal interconnect cable along the Avocado Avenue-Ballantyne Street corridor from Madison Avenue to Skywood Drive. The project also includes the installation of ten (10) new LED street lights and new traffic signal equipment at seven (7) signal controlled intersections.

The benefit of this project is to improve the operation of traffic signals, improve maintenance of the traffic signal control system, improve signal timing and improve night-time visibility for pedestrian and vehicle activities. Plans and specifications are available for review in the City Clerk's office.

CEQA: The Upgrade Traffic Signals - Avocado Avenue-Ballantyne Street project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), according to Section 15301 (Class 1) (c) of the CEQA Guidelines. Section 15301 contains an exemption for the maintenance of public streets.

FISCAL IMPACT: This project is funded by a Federal Highway Safety Improvement Program (HSIP) grant. Funding for the project is included in the adopted FY 2015-2016 Capital Improvement Program Budget and will utilize HSIP grant funds in the amount of \$443,100. No local match is required, and general funds will not be expended for this project.

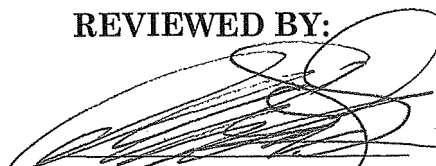
PREPARED BY:

REVIEWED BY:

APPROVED BY:



Dennis C. Davies
DEPUTY DIRECTOR
OF PUBLIC WORKS



Majed Al-Ghafry
ASSISTANT CITY
MANAGER



Douglas Williford
CITY MANAGER

RESOLUTION NO. -16

RESOLUTION APPROVING PLANS AND SPECIFICATIONS
FOR THE UPGRADE TRAFFIC SIGNALS –
AVOCADO AVENUE–BALLANTYNE STREET
FEDERAL-AID PROJECT, HSIPL 5211 (032)
(Bid No. 029-16 / Job No. PW3515)

WHEREAS, the City Engineer has submitted plans and specifications for the Upgrade Traffic Signals – Avocado Avenue-Ballantyne Street project to install approximately 10,000 lineal feet of fiber-optic traffic signal interconnect cable along the Avocado Avenue-Ballantyne Street corridor from Madison Avenue to Skywood Drive, and for the installation of ten (10) new LED street lights and new traffic signal equipment at seven (7) signal-controlled intersections in the City of El Cajon; and

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

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

1. That the plans and specifications submitted by the Deputy Director of Public Works for the Upgrade Traffic Signals – Avocado Avenue-Ballantyne Street project are hereby approved and adopted as the official plans and specifications for said project.

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

02/09/16 (Item 1.4)

Bid 029-16 – Upgrade Traffic Signals – Avocado-Ballantyne HSIPL - apr 020116

RESOLUTION NO. -16

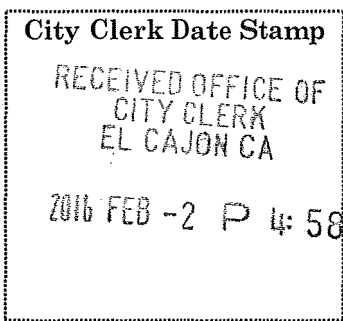
RESOLUTION ORDERING THE WORK AND
DIRECTING PUBLICATION OF NOTICE INVITING BIDS
FOR THE UPGRADE TRAFFIC SIGNALS –
AVOCADO AVENUE–BALLANTYNE STREET
FEDERAL-AID PROJECT, HSIPL 5211 (032)
(Bid No. 029-16 / Job No. PW3515)

WHEREAS, plans and specifications have been submitted for the Upgrade Traffic Signals – Avocado Avenue-Ballantyne Street project to install approximately 10,000 lineal feet of fiber-optic traffic signal interconnect cable along the Avocado Avenue-Ballantyne Street corridor from Madison Avenue to Skywood Drive, and for the installation of ten (10) new LED street lights and new traffic signal equipment at seven (7) signal-controlled intersections in the City of El Cajon; and

WHEREAS, it appears to be in the best interests of the City that said work should be ordered to be performed.

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

1. That the City Council does hereby order that the Upgrade Traffic Signals – Avocado Avenue-Ballantyne Street project shall be performed.
2. That March 10, 2016, at 2:00 P.M., in the office designated by the Purchasing Agent of the City of El Cajon, 200 Civic Center Way, El Cajon, California, is hereby fixed as the time and place for the opening of bids for said project.
3. The Purchasing Agent of the City of El Cajon is hereby directed to cause a Notice to Bidders to be published in the newspaper, in accordance with the provisions of law.



City of El Cajon Agenda Report

MEETING: Feb. 9, 2016

ITEM NO: 1.5



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

FROM: Nahid Razi, Purchasing Agent

SUBJECT: Award of Bid No. 022-16, Installation of Pedestrian Curb Ramps and Traffic Safety Calming Devices 2016

RECOMMENDATION: That the City Council:

- 1) Find the second, fourth, and seventh low bidders non-responsive, each for the reasons set forth in this agenda report; and
- 2) Adopt the next resolution in order and award the bid to the lowest responsive, responsible bidder, New Century Construction, Inc., in the amount of \$152,275.00; and
- 3) Increase the appropriation in the Transportation CIP (550000) Pedestrian Curb Ramps and Traffic Safety Calming Devices 2016 (PW3491) project by \$39,000.00; and
- 4) Increase the appropriation in the funding source TransNet (503000) fund by \$39,000.00; and
- 5) Authorize a transfer of \$39,000.00 from the 503000 fund to the 550000 fund.


BACKGROUND: On December 8, 2015, the City Council approved a project to install new curb ramps and traffic safety calming devices. Forty-one prospective bidders obtained bid packages, and ten bids were received and opened at 2:00 p.m. on January 13, 2016.

Per the specification Check List, and in order to receive Community Development Block Grants/Department of Housing and Urban Development (CDBG/HUD) funding, the Bidder's Outreach Plan/Good Faith Effort must be submitted. The second, fourth, and seventh low bidders failed to submit the Bidder's Outreach Plan/Good Faith Effort.

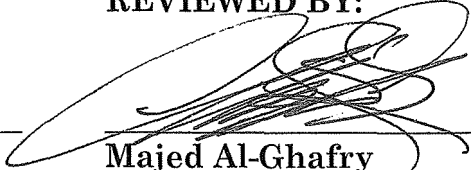
Purchasing, in concurrence with the Assistant City Manager, recommends award of the bid to the lowest responsive, responsible bidder, New Century Construction, Inc., in the amount of \$152,275.00. The lowest bid is approximately 15% higher than the engineer's estimate of \$132,000.00. The engineer's estimate did not factor the increased overhead costs applied to the subcontractor work. The summary of bids is attached and complete bid proposals are on file in Purchasing.

FISCAL IMPACT: This project is in the adopted Fiscal Year 2015-2016 Budget and is funded using TransNet and CDBG funds. Additional funds in the amount of \$39,000.00 are requested to be appropriated from the TransNet (PW3491) "Traffic Calming" project account.


PREPARED BY:


Nahid Razi
PURCHASING AGENT

REVIEWED BY:


Majed Al-Ghafry
ASSISTANT
CITY MANAGER

APPROVED BY:


Douglas Williford
CITY MANAGER

BID SUMMARY - BID NO. 022-16

BIDDER

TOTAL BID AMOUNT

New Century Construction, Inc. (Lakeside, CA)	\$152,275.00*
Miramar General Engineering (La Jolla, CA)	Non-responsive
Crest Equipment, Inc. (El Cajon, CA)	\$156,940.00
Blue Pacific Engineering (San Diego, CA)	Non-responsive
Tri-Group Construction & Development, Inc. (San Diego, CA)	\$176,963.57
Traffic Development Services (Moorpark, CA)	\$177,000.00
Steiny & Company (Baldwin Park, CA)	Non-responsive
ND Construction Co., Inc. (Anaheim, CA)	\$181,713.00
K.C. Equipment, Inc. (El Cajon, CA)	\$183,777.77
M.A. Stevens Construction, Inc. (National City, CA)	\$201,665.88

*** RECOMMEND AWARD**

ENGINEER'S ESTIMATE	\$132,000.00
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RESOLUTION NO. -16

RESOLUTION AWARDING BID FOR
INSTALLATION OF PEDESTRIAN CURB RAMPS AND
TRAFFIC SAFETY CALMING DEVICES 2016
(Bid No. 022-16, Job No. PW3491)

WHEREAS, on December 8, 2015, the City Council approved a budget for the Installation of Pedestrian Curb Ramps and Traffic Safety Calming Devices 2016 project in the City of El Cajon, to install new curb ramps and traffic safety calming devices; and

WHEREAS, forty-one (41) prospective bidders obtained bid packages, and ten (10) responses to the Invitation to Bid for Installation of Pedestrian Curb Ramps and Traffic Safety Calming Devices 2016 project were received and publicly opened at 2:00 p.m. on January 13, 2016; and

WHEREAS, seven (7) of the bids submitted met the necessary requirements; and

WHEREAS, the second, fourth, and seventh low bidders failed to submit the Bidder's Outreach Plan/Good Faith Effort per the specification Check List, which is required in order to receive Community Development Block Grants/Department of Housing and Urban Development (CDBG/HUD) funding, and were therefore deemed non-responsive; and

WHEREAS, Purchasing, in concurrence with the Assistant City Manager, recommends award of the bid to the lowest responsive, responsible bidder; and

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.

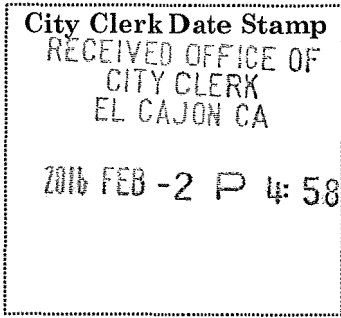
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The City Council does hereby reject all other bids and proposals except that herein mentioned, and awards the bid for the Installation of Pedestrian Curb Ramps and Traffic Safety Calming Devices 2016 project to:

New Century Construction, Inc.

in the amount of \$152,275.00.

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



City of El Cajon Agenda Report

MEETING: 2/9/2016

ITEM NO: 1.6



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

FROM: Police Chief Jeff Davis

SUBJECT: Donation of a 2016 Toyota Tundra Truck by Toyota of El Cajon to the El Cajon Police Department

RECOMMENDATION: That the City Council authorize the City Manager or designee to accept the donation of a 2016 Toyota Tundra pickup truck from Toyota of El Cajon, valued at \$39,615.00, for use by the Special Operations Unit - Bike Team.

BACKGROUND: The current vehicle assigned to the Police Department Bike Team is a 1998 Toyota Sienna van, which was originally donated by Toyota of El Cajon more than 15 years ago. When the Bike Team began using this vehicle, there were two officers assigned to the team. The team has since been expanded to include four officers, who focus on nuisance crimes in the Superblock, City parks, and other areas within the City. The condition of the aged Toyota Sienna vehicle has deteriorated and it is no longer functional for the duties of the Bike Team.

Toyota of El Cajon is a family-owned business located in the City of El Cajon. The owners, Greg & Gary Kaminsky, are very involved in the community and seek out opportunities to build relationships between businesses, the Police Department, and the community. Greg and Gary Kaminsky are offering to replace the previously donated 1998 Toyota Sienna with a 2016 Toyota Tundra pickup truck. This truck, with very capable payload and towing capacities, will enhance the fleet of police vehicles by providing a flexible means by which to transport the Bike Team's police bikes, as well as other police and City equipment.

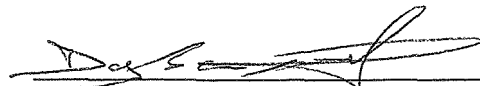
FISCAL IMPACT: The donation from Toyota of El Cajon is valued at \$39,615. The City will need to install a "Code 3" package to include: lights, siren, police radio, and computer mount. The donated vehicle will also require police graphics to include: white wrapped front doors, city logos, and lettering. Several decals will also indicate the vehicle was donated by Toyota of El Cajon. This outfitting is consistent with the previously donated Sienna. The cost for the Code 3 package and decal graphics is estimated at \$9,000.00, and can be funded by savings in the Police Department Asset Forfeiture budget. There is no impact to the General Fund.

PREPARED BY:

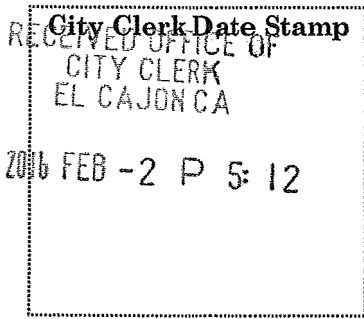


Jeff Davis
CHIEF OF POLICE

APPROVED BY:



Douglas Williford
CITY MANAGER



City of El Cajon Agenda Report

MEETING: Feb 9, 2016

ITEM NO: 4.1



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

FROM: Dennis Davies, Deputy Director of Public Works

SUBJECT: Agreement with SC Valley Engineering, Inc., RFP 019-16, for Pre-construction Services for the Johnson Avenue Sewer Relief Project-Phase II (JASRP-II)

RECOMMENDATION: That the City Council adopt the next RESOLUTIONS in order to:

- 1) Approve the selection of SC Valley Engineering, Inc. as the construction consultant for Pre-construction Services for the JASRP-II; and
- 2) Authorize the City Manager to execute a contract with SC Valley Engineering, Inc. for Pre-construction Services for the JASRP-II, with such changes as may be approved by the City Manager.

BACKGROUND: On March 10, 2015, the City Council adopted Ordinance 5022 adding Chapter 2.80 to the Municipal Code, providing alternative procurement procedures (APP) for Public Works projects. The APP utilize elements of Design-Build to provide the City an alternative to the traditional form of project procurement (design-bid-build) by using a collaborative design process that allows the City, the design engineer and the contractor to work together to design the project and match construction costs with operational needs, funding, quality of construction, and life cycle considerations. The contractor, working as a Construction Consultant (CC) in the pre-construction phase, will work in collaboration with the design team to develop the design with sufficient detail to allow the CC to deliver a Guaranteed Maximum Price (GMP) that fits within the budgetary constraints of the project.

Using APP, a Request for Proposal, RFP 019-16 for the JASRP-II, was issued to fifty-three (53) prospective bidders resulting in one response. Oftentimes, when staff receives only one response or one bid proposal, staff recommends rejection, especially if the bid is higher than an engineer's estimate or where there are no opportunities to compare value of bids against one another and with current market prices. However, the contractor who submitted the proposal has a stellar reputation among peers and is known to submit fair proposals. In this

instance, the contractor did submit what is considered to be a fair proposal by staff. Therefore, an evaluation panel was formed to review and score the response and to assure that SC Valley Engineering, Inc. (SC Valley) met the current requirements for qualification. Having satisfied the current qualifications and submitting a proposal that offers a fair value to the City, SC Valley was invited to meet with the evaluation panel to explain its project approach for numerous identified challenges. The panel concluded that SC Valley provides the best opportunity for a successful completion of the project for the best value. SC Valley proposes to perform all pre-construction services for a price of \$500.00.

As a side, SC Valley is the current contractor for the JASRP-I project, and their performance has met or exceeded staff's expectations.

The evaluation panel recommends that the contract be awarded to SC Valley Engineering, Inc., who demonstrated the best-fit qualifications and provided the most value for pre-construction services.

Upon completion of the pre-construction phase, the CC will deliver a GMP for City Council consideration for award of a construction contract in the future.

FISCAL IMPACT: The fee for pre-construction services is \$500.00. Sufficient funding is included in the current fiscal year budget for FY 2015-2016.

PREPARED BY:



**Dennis C. Davies
DEPUTY DIRECTOR
OF PUBLIC WORKS**

REVIEWED BY:



**Majed Al-Ghafry
ASSISTANT CITY
MANAGER**

APPROVED BY:



**Douglas Williford
CITY MANAGER**

Attachments:

- 1) Proposal for SC Valley Engineering, Inc.

RESOLUTION NO. -16

RESOLUTION AUTHORIZING THE
NEGOTIATION AND EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
S. C. VALLEY ENGINEERING, INC. FOR
PRE-CONSTRUCTION SERVICES FOR THE
JOHNSON AVENUE SEWER RELIEF PROJECT – PHASE II (JASRP-II)
(RFP 019-16)

WHEREAS, the City of El Cajon (the "City") has a need for pre-construction services for the design of the Johnson Avenue Sewer Relief Project – Phase II (JASRP-II) to serve the residents of the City and potentially other communities in the East County area (the "Project"); and

WHEREAS, on March 10, 2015, the City Council adopted Ordinance No. 5022, adding Chapter 2.80 to the Municipal Code ("Chapter 2.80") to provide alternative procurement procedures for Public Works projects, including using elements of design-build procedures, to provide the City an alternative to the traditional form of project procurement known as design-bid-build by using a collaborative design process that allows the City, architect, contractor and operator to work together to design the project and match construction costs with operational needs, funding, quality of construction, and life cycle considerations; and

WHEREAS, the contractor, working as a construction consultant ("CC") in the pre-construction phase, will work in collaboration with the design team to develop the preliminary design with sufficient detail to allow the CC to deliver a guaranteed maximum price, with the intent that the guaranteed maximum price will fit within the budgetary constraints of the project; and

WHEREAS, using Chapter 2.80, the Purchasing Department issued the Request for Proposals for Johnson Avenue Sewer Relief Project Phase II Construction Consultant Alternative Procurement Method, RFP Number: 019-16 ("RFP No. 019-16"); and

WHEREAS, fifty-three (53) prospective bidders obtained bid packages, and one (1) response to RFP No. 019-16 was received and publicly opened at 2:00 p.m. on December 15, 2015; and

WHEREAS, an evaluation panel was formed to review, score, and ensure that the sole respondent satisfied the current requirements for qualification, and S. C. Valley Engineering, Inc., having submitting a proposal that offers the best value to the City, was invited to meet with the evaluation panel to explain its project approach for numerous identified challenges; and

WHEREAS the evaluation panel concluded that S. C. Valley Engineering, Inc. does provide the best opportunity for a successful completion of the project for the best value; and

WHEREAS, the fee for pre-construction services, only, is \$500.00, and sufficient funding for pre-construction services is budgeted for fiscal year 2016; and

WHEREAS, the Assistant City Manager recommends that the City Council authorize the City Manager to execute an Alternative Project Procurement – Pre-construction Services and Guaranteed Maximum Price Proposal agreement with S. C. Valley Engineering, Inc. for pre-construction services for the Project (the "Pre-construction Services Agreement"); and

WHEREAS, the City Council believes it to be in the best interests of the City to engage S. C. Valley Engineering, Inc., to perform pre-construction services, which will then allow S. C. Valley Engineering, Inc. to submit a guaranteed maximum price proposal for the construction of the Project.

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

1. The City Council does hereby reject all other proposals except that herein mentioned, and hereby approves the proposal of S. C. Valley Engineering, Inc., for performing pre-construction services for the Johnson Avenue Sewer Relief Project – Phase II (JASRP-II), in the amount not to exceed \$500.00.

2. The City Council hereby authorizes the City Manager to execute the Pre-construction Services Agreement, substantially in the form as presented at this meeting, with such changes as are approved by the City Manager. The City Clerk is hereby authorized and directed to attest the signature of the City Manager for the Pre-construction Services Agreement on behalf of the City of El Cajon.

02/09/16 (Item 4.1)

RFP 019-16 SC Valley Engineering – JASRP-II Precon Svcs award 020316

**ALTERNATIVE PROJECT PROCUREMENT – PRE-CONSTRUCTION SERVICES
AND GUARANTEED MAXIMUM PRICE PROPOSAL FOR THE
JOHNSON AVENUE SEWER RELIEF PROJECT – PHASE II (JASRP-II)
(RFP No. 019-16 / WW3250-2)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the **CITY OF EL CAJON** (herein “City”), a charter city and municipal corporation, and **S.C. VALLEY ENGINEERING, INC.** (herein “Construction Consultant” or “CC”) a California corporation. City and CC are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

1. On November 5, 2015, a Request for Proposal (“RFP”) was issued for pre-construction services, to be followed for a Guaranteed Maximum Price (“GMP”) proposal, for the construction of the Johnson Avenue Sewer Relief Project – Phase II (JASRP-II), RFP No. 019-16, WW3250-2 (the “Project”); and
2. The delivery method for this Project is commonly known as “Construction Manager at Risk” (“CMAR”). For this Project, the City utilized an alternate project procurement method to retain Construction Consultant. The City’s alternate project procurement method consists of a pre- construction phase and a construction (design build) phase with separate contracts for each phase; and
3. This Agreement is for pre-construction services and the preparation of a GMP proposal for the Project.
4. The City has an existing professional services contract with Atkins North America and Michael Baker International that includes engineering design and construction management services for the Project.
5. One (1) firm submitted a proposal, and based upon the review of said proposal, was invited to interview with an evaluation panel. CC was selected as the respondent who can provide the best value and who best met the evaluation criteria specified in the RFP including licensing, experience and technical competence, schedule, rates, insurance, and financial resources, who can provide all the requirements for both the pre-construction and construction contracts, and with whom City could negotiate an agreement; and
6. Upon the City’s acceptance of a GMP, the City may, but is not required to, award the construction phase of the Project to the CC.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein:

THE PARTIES AGREE:

Section 1: Scope of Work to Be Performed by Construction Consultant

1.1 In accordance with the terms set forth in this Agreement and the Request for Proposals for Alternative Project Procurement with Guaranteed Maximum Price for the Project ("RFP") (Exhibit 1 attached hereto and incorporated by this reference as if fully set forth herein), CC shall engage in pre-construction services for the Project. In the event of a conflict between this Agreement and the RFP, the terms, conditions and scope of services in this Agreement shall control. The Project shall include, but not be limited to all components outlined and described in Exhibit 1.

1.2 The services provided by the CC shall include, but not be limited to, all services outlined and described in this Agreement and pre-construction services within Exhibit 1.

1.3 The CC shall:

1.3.1 Perform pre-construction services on a time and materials basis (which includes CC's Reimbursable Costs) for an amount not-to-exceed Five Hundred Dollars and No Cents \$500.00 ("Not to Exceed Fee"). At completion of the design development and bridging documents a Guaranteed Maximum Price (GMP) proposal will be provided by which will include, but not be limited to, the cost for all remaining labor, equipment, and material to design and construct the Project in accordance with all applicable rules, regulations, and laws. When the GMP has been established, City shall consider award of the contract for the construction phase of the Project to the CC.

1.3.2 Provide the GMP to City and complete the pre-construction services in accordance with the schedule set forth in Exhibit 4.

Section 2: General Obligations of City

2.1 City shall be obligated as follows:

2.1.1 Designate a representative (the "City Representative") who is/are authorized to act on behalf of City with respect to the Project, except as to those decisions that require authorization by the El Cajon City Manager or El Cajon City Council;

2.1.2 Make decisions with reasonable promptness to avoid delay in the orderly progress of CC's services per the schedule in Exhibit 4;

2.1.3 At the request of CC, City will use its best efforts to provide CC with any available information about the Project Site geotechnical soil conditions;

2.1.5 Make payments to CC in the amounts and in accordance with the terms set forth below.

2.2 CC shall be paid as invoiced on a time and materials basis in monthly payments in accordance with the schedule set out in Exhibit 3.

2.2.1 For each CC submission, City shall have ten (10) working days to review, approve, conditionally approve or deny said payment applications.

Section 3: General Obligations of CC

3.1 CC shall be obligated as follows:

3.1.1 At all times in performing its services under this Agreement to collaborate with the City and the City's engineer, guiding completion of the Project design, to be consistent with City's goals and objectives as described in Exhibit 1, all with standard of care in Section 3.3 that satisfies the time, and budgetary requirements as set forth in this Agreement with the quality and design parameters to be determined by Owner.

3.1.2 Complete pre-construction services, and the GMP proposal for the Project on time, consistent with time frames set forth in the schedule (Exhibit 4), but if CC reasonably believes that any action, inaction, decision or direction by City or agent for the City will likely result in the schedule, CC will notify City at Project Team meeting and in writing within five (5) calendar days of discovering such action, inaction, decision, or direction. Included in such notice will be an estimate of the cost and time impact resulting from such action, inaction, decision or direction. CC shall provide an estimate of all anticipated additional costs within ten (10) calendar days of said discovery.

3.1.3 Perform all services as expeditiously as is consistent with reasonable skill and care and shall complete the services within each and all of the time periods set forth in this Agreement and the schedule (Exhibit 4).

3.1.4 Comply with the California Fair Employment and Housing Act and all other State, Federal and local laws including, but not limited to, those prohibiting discrimination, on account of race, color, national origin, religion, age, sex or handicap.

3.1.5 Adhere to the provisions of all permits, the latest Edition of the Standard Specifications for Public Works Construction, City Ordinances and this Agreement in providing the budgeting, constructability and schedule services.

3.1.6 Provide estimates of cost for final design and construction.

3.1.7 Review soils and geotechnical reports relating to the Project Site; and inform the City if it believes that any further subsurface investigations are warranted. If City agrees that such further investigations are required, performance of said

investigations shall be included in the construction phase, and shall be itemized in the GMP.

3.1.8 Perform Quality Control (“QC”). Review the drawings and specifications prepared through Design Development and endeavor to identify and inform the City so that its architect can correct errors and omissions and reduce the likelihood of Change Orders in construction.

3.1.9 [Reserved]

3.2 Except as may be otherwise provided in this Agreement, and subject to the payment terms hereunder, CC agrees to fully assume all costs associated with such performing the services and meeting the obligations under this Agreement.

3.3 CC shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations. Compliance with this section by CC shall not in any way excuse or limit CC’s obligations to fully comply with all other terms in this Agreement.

3.3.1 Contractor’s License. CC warrants that the CC shall be licensed by the California Contractor’s State License Board as a Class A General Engineering Contractor. CC is to provide a list of the responsible people within its organization performing services, which shall include their qualifications and their function, for approval by the City prior to start of services. City and CC shall identify “key personnel” who, should CC obtain a contract for the construction phase of the Project, shall remain on the Project until Final Completion. If any such “key personnel” leave the employment of CC, City shall have the right to approve the replacement personnel assigned to this Project. CC shall comply with all licensing requirements of the State of California, County of San Diego, and City of El Cajon.

3.3.2 The specified Management Team as designated in Exhibit 2 shall be assigned to the project throughout all phases of the Project hereunder. So long as any member of the Management Team remains in the employ of the General Contractor, such persons shall not be changed or substituted from the Project, or cease to be fully committed to the Project as deemed necessary by the City in its reasonable discretion, without the prior written consent or instruction of the City, which consent will not be unreasonably withheld, delayed or conditioned.

3.3.3 City Right to remove any member of the designated Management Team. Notwithstanding the foregoing provisions of Section 3.3.2 if any member of the Management Team proves not to be satisfactory to the City, upon written notice from the City to the CC, such person or persons shall be promptly replaced by a person who is acceptable to the City in accordance with the procedures set forth below.

3.3.4 Replacement selection of any member of the designated Management Team. Within five (5) working days after receipt of a notice from the City requesting the

replacement of any member of the Management Team, or promptly following the discovery that that any member of the Management Team is leaving the employ of the CC, the replacement/substitution (together with such person's resume and other information regarding such person's experience and qualifications) shall be provided for approval by City. The replacement/substitution shall commence work on the Project no later than five (5) calendar days following the City's approval of such replacement, which approval shall not be unreasonably withheld, delayed or conditioned.

3.4 CC agrees and acknowledges that the City Representative is the only person with authority to approve additions or modifications to the Project. Any costs or delays resulting from or associated with additions or modifications implemented without the written authorization of City Representative shall be borne exclusively by CC and not be grounds for an increase in the fees or schedule (Exhibits 3 and 4) in this Agreement.

3.5 CC shall fully cooperate with City Representative and any of its agents assigned to this project.

Section 4: Work Restriction and Bidding Requirement

4.1 As part of the pre-construction services provided, CC shall determine how best to package portions of the work for purposes of bidding.

Section 5: CC's Services and Obligations – Pre-Construction Services

5.1 CC's services in the pre-construction phase shall include the Scope of Work outlined in Exhibit 1 or any of the following:

5.1.1 Continue to assist the City to develop, program, and refine project requirements and review such requirements with the City.

5.1.2 Review the City's required standard specifications, project requirements, approved master plans, Federal, State, County, and City performance and design criteria, concept drawings, and review schematic design and development documents and make recommendations to control quality and costs preparatory to delivery of the GMP.

5.1.3 Assist the City with design revisions following constructability and value engineering reviews

5.1.4 Collaborate with the City and the Design Professional to guide the project design to be consistent with the City's goals and objectives that includes design development drawings, and bridging documents that will include as a minimum the work as outlined in the "Scope of Construction Consultant's Work" at pages 5 and 6 of Exhibit 1.

Section 6: Additional Services

6.1 City will have the right to direct CC to perform Additional Services beyond those specified in this Agreement. CC may provide Additional Services only if authorized in writing, in advance, by City and after complying with Section 6.2, and accepted in writing by CC. In the event of a change of this nature, CC will estimate the cost of the Change Order, present a recommendation for a Change Order to City, and implement such changes as approved by City.

6.2 If at any time CC contends that it is being asked to perform Additional Services, it shall give City written notice 5 days prior to performing said services indicating that CC intends to seek additional compensation beyond the Not to Exceed Fee for this Agreement. Furnishing advance written notice shall be a condition precedent to being able to seek additional compensation from City.

Section 7: Insurance

7.1 The insurance provisions herein shall not be construed to limit CC's indemnity obligations contained in this Agreement.

7.2 CC shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the CC, his agents, representatives, employees or sub-consultants. All sub-consultants shall be required to comply with the applicable insurance provisions. The maintenance of proper coverage is a material element of this Agreement and that failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

7.3 Minimum Scope of Insurance

7.3.1 Coverage shall be at least as broad as:

7.3.1.1 Commercial General Liability, including contractual liability, and products and completed operations, all of which shall include coverage for both bodily injury and property damage, with a combined single limit of not less than **two million dollars** covering CC (one million dollars for sub-consultants) and also provide:

7.3.1.2 Business auto liability insurance written on Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

7.3.1.3 Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

7.3.1.4 [Reserved]

7.3.1.5 Contractor and its Subcontractors will be solely responsible for any loss or damage to their personal property including contractor's tools and equipment owned, used, leased, or rented by the Contractor or Subcontractor. Any policy deductible amount will be the responsibility of Contractor and/or Subcontractor.

7.4. Minimum Limits of Insurance

7.4.1 Contractor or appropriate subcontractors and sub-consultants shall maintain limits no less than:

7.4.1.1 \$2,000,000 (\$1,000,000 for subcontractors and sub-consultants) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (for CC only).

General Liability:
(including operations, products, and and completed operations)

7.4.1.2 Automobile Liability: \$2,000,000 (\$1,000,000 for sub-contractors and sub-consultants) per accident for bodily injury and property damage.

7.4.1.3 Workers' Compensation per statutory requirements.

7.5 Other Insurance Provisions

7.5.1 The general liability policy shall contain, or be endorsed to contain, the following provisions:

7.5.1.1 The City, its officers, officials, and employees are to be covered as additional insureds using ISO Form CG 2010 or its equivalent, with respect to liability arising out of work or operations performed by or on behalf of the CC including materials, parts or equipment furnished in connection with such work or operations.

7.5.1.2 For any claims caused by CC's services under this Agreement, the CC's insurance coverage shall be the primary insurance as respects the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, and employees shall be excess of the CC's insurance and shall not contribute with it.

7.5.1.3 Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to

indemnify the additional insured would be invalid under Subdivision (b) of sections 2782 of the Civil Code.

7.5.1.4 Contractor's insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage during the life of this contract.

7.6 Verification of Coverage

7.6.1 Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on ISO forms or evidence of coverage shall be demonstrated, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Section 8: Change in Not to Exceed Pre-Construction Fee and Contract Time – Change Orders

8.1 The Not to Exceed Pre-Construction Fee and Contract Time under this Agreement may only be changed by written Change Order. Change Orders shall be issued only under the following circumstances:

8.1.1 The City directs CC to perform Additional Services or City Changes as provided in Section 6.

8.1.2 For reasons expressly provided elsewhere in this Agreement.

8.2 The following procedure shall be followed for the issuance of Change Orders:

8.2.1 Upon the occurrence of any event that gives rise to a Change Order, CC shall give the City notice of the same within 5 days. CC shall not proceed with any such services or work until such notice has been given to the City except if such services or work are necessary to protect public health, safety or property.

8.2.2 Unless otherwise directed by the City Representative in writing, before proceeding with any Change Order work CC shall promptly provide the City with a detailed and complete estimate of cost impact associated with the Change Order, including all appropriate direct and indirect costs and credits. All such costs and credits shall be accurately categorized into additional CC Not to Exceed Pre-Construction Fee. CC shall also provide City with a realistic estimate of the impact, if any, that the Change Order will have on the Contract Time.

8.2.3 Upon submission of the detailed estimates by the CC, the Parties will attempt to negotiate an appropriate adjustment in the Not to Exceed Pre-Construction Fee and Contract Time. If an agreement is reached, a Change Order reflecting the agreement will be executed by the Parties. If an agreement is not reached, the City shall have the option to direct the CC to proceed with the subject services and/or work, during which time the CC shall contemporaneously maintain accurate and complete records of all labor, material and equipment utilized in performing the subject services and/or work. These records shall be submitted to the City and shall become the basis for continued negotiations between the Parties for an equitable adjustment to the Not to Exceed Pre-Construction Fee and/or Contract Time.

8.2.4 In the event there is any disagreement or dispute between the Parties as to whether the CC is entitled to a Change Order or the amount of the Change Order, the matter shall be resolved in accordance with Section 21 - Disputes. CC shall not have the right to stop or delay in the prosecution of any services or work, including services or work that is the subject of the Change Order, pending this resolution process. Instead, CC shall continue diligently prosecuting all such services and work.

8.2.5 City may, in its sole discretion, adjust the Not to Exceed Preconstruction Fee or Contract Time for any undisputed amount or time associated with the Change Order or Additional Services.

Section 9: CC GMP for Construction Phase

9.1 Following completion of the plans and specifications, CC shall, within thirty (30) working days, submit a GMP for the Project construction phase for approval by City. The GMP shall include all Cost of the Work, CC Contingency Fund, and CC Fee for the complete design and construction of the entire Project as specified in the bridging documents; provided that:

9.1.1 Said GMP shall be supported by a detailed itemized breakdown that shows: the CC Fixed Fees and the expected Cost of the Work for each of the major trades on the Project which will include labor, material expenses, equipment costs, and a reasonable CC Contingency Fund. Said CC contingency fund shall not exceed 5% of the Cost of the Work.

9.1.2 The GMP shall include a CC Contingency Fund which can be used by the CC with City approval, which approval will not be unreasonably withheld, conditioned or delayed.

9.1.3 CC shall prepare, with the cooperation of the City, alternate bid items to assist in meeting the GMP.

9.2 GMP shall not include the Not to Exceed Pre-Construction Fee of \$86,290.00 for the pre-construction phase. Said fee for the pre-construction phase shall not be exceeded unless Additional Services are requested pursuant to Section 6 above or a

Change Order issued pursuant to Section 8. Unless otherwise expressly provided in this Agreement, the Not to Exceed Pre-Construction Fee shall include full compensation for all costs and services of any type incurred by CC in performing all services and obligations under this Agreement, including Exhibit 1, and also including but not limited to the following:

9.2.1 [Reserved]

9.2.2 Estimating, collaboration with design consultants, and value engineering.

9.2.3 All profit CC intends to earn under this Agreement.

9.2.4 All direct and incidental costs incurred by CC for the pre-construction phase services, except for those Additional Services specifically identified in Section 6.

9.3 CC shall be reimbursed, without markup and only as specified in this Agreement for the following "Reimbursable Costs:"

9.3.1 [Reserved.]

9.3.2 Any reimbursable cost expressly provided for elsewhere in this Agreement.

9.4 CC agrees and acknowledges the City retains its full and complete discretion for all legislative actions, including any future appropriations necessary to complete this Project or fund the construction phase of the Project. As more fully provided in Section 14, the City may terminate this Agreement for any reason, including but not limited to, if City Council fails to appropriate sufficient funds or is unsuccessful at obtaining long term financing.

Section 10: Payment Terms

10.1 CC shall provide all pre-construction services for the Not to Exceed Pre-Construction Fee. CC shall submit certificate and application for payment to the City on a monthly basis for pre-construction services rendered and Reimbursable Costs incurred. The monthly payment shall be based upon time and materials, not to exceed the agreed upon amount as set out hereinabove and in Exhibit 3.

10.2 CC shall develop and maintain an accurate system for tracking all Reimbursable Costs for the Project. Utilizing this system, CC shall include with each month payment application an itemization of all such Reimbursable Costs actually incurred by CC, during the previous month. If requested by the City, CC shall provide all backup documentation supporting such Reimbursable Costs.

10.3 CC shall separately submit to City a certificate and application for payment on a monthly basis for any authorized Additional Services performed by CC. If Additional

Services are not disputed by City, City shall pay the invoiced amount within thirty (30) days of receipt of fully complete invoice.

Section 11: Contract Time

11.1 The “Contract Time” shall be the number of calendar days set forth in Exhibit 4 for the completion of the pre-construction services.

11.2 “Time is of the essence” with regard to Contract Time and all milestones listed in the schedule.

Section 12: Personal Services and Non-Assignability

12.1 This is a personal services Agreement and, therefore, CC shall not alter the key employees nor assign or transfer, voluntarily or involuntarily, any of its rights, duties or obligations under this Agreement except upon the prior written consent of City, which consent will not be unreasonably withheld, delayed or conditioned. Any such change, assignment or transfer without the prior written consent of the City shall be deemed null and void and constitute a material breach under this Agreement.

Section 13: Indemnification

13.1 To the fullest extent permitted by the law, CC shall indemnify, defend, protect and hold harmless City, their elected and appointed officers, and employees, (collectively herein the “Indemnitees”), from and against all claims, demands, causes of action, damages, injuries, liabilities, losses and expenses (including, without limitation, reasonable attorneys’ and consultants’ fees and expenses) of any kind whatsoever, to the extent resulting from CC’s performance of this Agreement, CC’s breach of this Agreement, or the alleged negligent acts or omissions of CC, its consultants, contractors, suppliers or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

13.2 CC’s obligation to indemnify under Section 13.1 shall not extend to such claims, demands, causes of action, damages, injuries, liabilities, losses and expenses, to the extent that such is the result of the active negligence, sole negligence or the willful misconduct of an Indemnitee. CC’s obligation to defend under Section 13.1, if not covered by the insurance to be provided on the Project, shall not extend to such claims, demands, causes of action, damages, injuries, liabilities, losses and expenses, or causes of actions, to the extent that such are caused by the sole active negligence, sole negligence or the willful misconduct of the Indemnitee, and from no other cause.

Section 14: Right to Terminate and Suspend Work

14.1 CC shall be entitled to an extension of time and compensation in accordance with the provisions of this Agreement.

14.2 Termination of Agreement by City for Cause: If, through any cause, CC shall fail to fulfill in a timely and proper manner CC's obligations under this Agreement, or if CC shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to CC of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. If the violation or breach can be cured and is not due to CC's failure to comply with its obligations under Section 7, CC will be given fifteen (15) days (or such longer period of time that the Parties may agree upon) to cure the violation or breach. Upon termination, all finished or unfinished documents, data, studies, drawings, maps, plans, specifications, reports, electronic files, and other materials prepared by CC, or any of its agents, or Subcontractors, shall, at the option of the City, become the property of the City, and CC shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of Notice of Termination, not to exceed amounts payable hereunder, and less any damages caused by CC's breach.

14.2.1 In the event the Agreement is terminated in accordance with this section, City may complete the pre-construction phase of the Project by whatever reasonable method or means City may select.

14.2.2 If the cost to complete the pre-construction phase of the Project in the event of a termination for cause exceeds the balance, which would have been due, CC shall pay the excess amount to City.

14.2.3 Rights of City Preserved: Where CC's services have been so terminated by City, the termination will not affect any rights or remedies of City against CC, or CC against City, then existing or which may thereafter accrue.

14.3 Any dispute as to the amount due or owed to CC upon termination under this section shall be resolved in accordance with Section 14.7.

14.4 Termination for Convenience by City: City may terminate this Agreement at any time and for any reason, by giving specific written notice to CC of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished and unfinished documents and other materials described hereinabove shall, at the option of the City, become City's sole and exclusive property. If the Agreement is terminated by City as provided in this paragraph, CC shall be entitled to receive just and equitable compensation for any satisfactory Work completed to the effective date of such termination. CC hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth herein.

14.4.1 Records and Documents Relating to Termination: Unless otherwise provided in the Agreement or by statute, CC shall maintain all records and documents relating to the terminated portion of this Agreement for three (3) years after final settlement. This includes all books and other evidence bearing on CC's costs and

expenses under this Agreement. CC shall make these records and documents available to City, at CC's office, at all reasonable times, without any direct charge. CC hereby agrees that it shall, at all times, maintain such records in electronic format that can be reviewed and reproduced by City.

14.5 Upon receipt of the Notice of Termination, CC shall take any action that may be necessary, or that the City Manager may reasonably direct, for the protection and preservation of the property related to this Agreement that is in the possession of CC and in which City has or may acquire an interest.

14.6 Payment to CC Due to Termination: CC and the City Manager may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a fee proportional to the percentage of work satisfactorily completed. However, the agreed amount may not exceed the total dollar amount authorized by City as reduced by the amount of payments previously made.

14.7 Failure to Agree on Payment: If CC and City fail to agree on the whole amount to be paid because of the termination of pre-construction phase of the Project, City shall pay CC the fair and reasonable amounts determined in good faith by City as follows, but without duplication of any amounts agreed to above:

14.7.1 The price for completed services accepted;

14.7.2 The costs incurred in the performance of the pre-construction phase of the Project terminated, including initial costs and preparatory expense allocable thereto. These costs are only for services completed and accepted by the City based on an audit of all Contractors' bills of materials and the timecards for services actually performed;

14.7.3 CC services through the date of termination shall be paid based on actual time spent as documented on timecards. Expenses shall be paid based on invoice and receipts provided by CC;

14.7.4 Under no circumstances will CC be entitled to any consideration for lost profit or lost opportunity costs;

14.8 If CC does not agree that the amount determined by the City Manager is fair and reasonable and if CC gives notice of such disagreement to City within thirty (30) days of receipt of payment, then the amount due shall be as later determined pursuant to the Dispute Resolution procedures in Section 14.7.

14.9 Payment for Property Destroyed, Lost, Stolen or Damaged: Except to the extent that City expressly assumed the risk of loss, or as covered by insurance, the City Manager shall exclude from the amounts payable to CC under this section, the fair value, as determined by the City Manager, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to City.

14.10 Deductions - In arriving at the amount due CC under this section, there shall be deducted:

14.10.1 Any valid claim which City has against CC under this Agreement;
and

14.10.2 [Reserved]

14.11 Termination of Agreement by CC:

14.11.1 CC may terminate the Agreement upon ten (10) days written notice to City, whenever:

14.11.1.1 The pre-construction phase of the Project has been suspended for more than ninety (90) consecutive days through no fault or negligence of CC, and notice to resume Work or to terminate the Agreement has not been received from City within this time period; or,

14.11.1.2 City should fail to pay CC any monies due it in accordance with the terms of this Agreement and within forty-five (45) days after presentation to City by CC of a request therefore, unless within said 10-day period City shall have remedied the condition upon which the payment delay was based.

14.11.2 In the event of such termination, CC shall have no claims against City except for those claims specifically enumerated in Section 14.9, herein, and as determined in accordance with the requirements of said section.

Section 15: Independent Contractor

15.1 CC and any Contractor, Subcontractor, agent or employee of CC, shall act as an independent contractor and not as an agent, officer or employee of City. Except as expressly provided in this Agreement, City assumes no liability for CC's actions and performance; in particular, but without limitation, City assumes no responsibility for paying any taxes, bonds, payments or other commitments, implied or explicit, by or for CC. CC acknowledges that it is aware that because it is an independent contractor, City is making no deductions from the fees for services being paid to CC and that City is not contributing to any fund on the behalf of CC. CC expressly disclaims the right to any type of additional fees or employment benefits from City, on behalf of itself, its sub-contractors, sub-consultants, agents, and employees.

Section 16: Independent Judgment

16.1 Unless otherwise directed in writing by City, CC shall, in providing the professional services required by this Agreement, arrive at conclusions with respect to the rendition of information, advice and recommendations, independent of the control and direction of

City, other than normal contract monitoring; CC, however, shall possess no authority with respect to any City decision beyond rendition of such information, advice and recommendations. CC shall not have the authority to act as an agent on behalf of City unless specifically authorized to do so by City in writing.

Section 17: Maintenance of Records and Accounting

17.1. CC shall maintain, during the pre-construction phase of the Project and for a period of three (3) years after completion of the Project, accurate and organized records of all costs of any type and all services performed under this Agreement. City will have the right at any time, including during the performance of all Phases of the Project in the event the CC is awarded the construction contract, to audit and copy all such records.

Section 18: Ownership of Documents

18.1 Drawings, plans and specifications, and all reports, studies, tracings, maps, electronic files, and other documents prepared or obtained by CC in the course of performing the work under this Agreement, upon payment to CC by City of the Not to Exceed Pre-Construction Fee, shall be the property of City, and CC shall convey and transfer all copyrightable interests in such drawings, plans and specifications, documents to City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CC under this Agreement shall, upon request, be made available to City. City agrees to use the original plans and drawings for purposes of this construction project only and will not use the original plans or drawings in connection with any other construction project. City agrees to indemnify, defend and hold harmless CC against any claims, losses, costs or damages as a result of City's reuse or misuse of such plans, drawings and specifications, as set forth below. CC shall be entitled to retain copies of the plans, drawings and specifications for their files. Under no circumstances shall CC fail to deliver any draft or signed and sealed final plans, drawings or specifications to City upon written demand by City for their delivery, notwithstanding any disputes between CC and City concerning payment, performance of Agreement, or otherwise. This covenant shall survive the termination of the Agreement.

18.2 Title to Intellectual Property. CC shall represent that it has secured all necessary licenses, consents or approvals to use the components of any intellectual property, including computer software, used in the rendering of services and the production of the materials for the Project and that City has full legal title to and the right to reproduce such materials. CC covenants to defend, indemnify and hold City harmless of any loss, claim or liability to the extent the same results from a claim that City is violating, as a result of any services rendered by the CC, either any contractual provisions or any federal, state or local law, relating to trade names, licenses, franchises, patents or other means of protecting interests in products or inventions.

Section 19: Force Majeure

19.1 Any party to this Agreement may be excused for any delay or failure to perform its duties and obligations under this Agreement, except for obligations to pay money, but only to the extent that such failure or delay is caused by an Event of Force Majeure as set forth in Section 19.2. If an Event of Force Majeure set forth in Section 19.2 causes a delay or failure in performance of only a portion of the obligations of a Party under this Agreement, then only that portion of performance which was delayed or prevented by such cause shall be deemed excused, and the performance of all other obligations of a Party not so delayed shall not be excused by an Event of Force Majeure. Delay or failure in performance of all other obligations of a Party not so delayed shall not be excused by such Event of Force Majeure. Delay or failure in performance by a Party which is the result of an Event of Force Majeure set forth in Section 19.2 shall be deemed excused for a period no longer than the delay or failure in performance caused by such Event.

19.2 An Event of Force Majeure means an occurrence beyond the control and without the fault or negligence of a Party, including but not limited to unusually severe weather, flood, earthquake, fire, lightning, and other natural catastrophes, acts of God or the public enemy, war, terrorist act, riot, insurrection, civil disturbance or disobedience, strike or labor dispute for which CC is not responsible, expropriation or confiscation of facilities, changes of applicable law, delays by City, its design professionals or consultants, public agencies or utility providers, or sabotage of facilities, so long as such Party makes good faith and reasonable efforts to remedy the delays or failures in performance caused thereby. However, CC, in developing the GMP and Project Schedule, has incorporated three (3) days for anticipated adverse weather days that may disrupt work on the Project.

19.3 A Party shall give written notice to the other Party as soon after becoming aware of the delay or failure in performance caused by an Event of Force Majeure as is reasonably possible, but in any event within five (5) working days after Party becomes aware of such delay or failure.

19.4 [Reserved]

Section 20: Hazardous Materials

20.1 In the event the CC or any other party encounters asbestos or hazardous or toxic materials at the Project Site, or should it become known in any way that such materials may be present at the Project Site or any adjacent areas that may affect the performance of the CC's services, the CC may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the Project until the City retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the hazardous or toxic materials, and warrant that the Project Site is in full compliance with applicable laws and regulations.

Section 21: Disputes

21.1 All claims, counterclaims, disputes, and other matters in question arising under, or relating to, the Agreement or the breach thereof shall be processed in accordance with the provisions of this section, unless specifically addressed by another provision of this Agreement.

21.2 CC shall submit its written request for additional compensation for work beyond the scope of this Agreement to City pursuant to Section 6 – Additional Services. City shall make a determination on CC's request in writing within 7 days of receipt of request and all supporting data. Said request for approval of work beyond the scope of this Agreement shall be made in good faith and accurately reflect the adjustment in the Not to Exceed Pre-Construction Fee or schedule for which CC believes City is liable, and covers all costs and delays to which CC believes it is entitled as a result of the occurrence of the claimed event. All requests for adjustment in schedule shall include an analysis of the impact of the claimed work on specific activities on the schedule.

21.3 If CC disagrees with City's determination, CC shall file a claim in writing in accordance with the procedures set forth in Chapter 1.10 of the El Cajon Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by the City in the implementation of the same.

21.4 Pending final resolution of any claim, including litigation or arbitration, CC shall proceed diligently with performance of the Project, and comply with any direction of City.

Section 22: Notices

22.1 All notices, demands or other communications hereunder shall be given or made in writing and shall be delivered personally or sent by courier or registered or certified mail, return receipt requested, postage prepaid, or overnight delivery addressed to the Party to whom they are directed at the following addresses, or at such other addresses as may be designated by notice from such Party:

To CITY: Douglas Williford, City Manager
200 Civic Center Way
El Cajon, CA 92020

To CC: Scott Miller, Project Manager
S. C. Valley Engineering, Inc.
656 Front Street
El Cajon, CA 92020

Any notice, demand or other communication given or made solely by mail in the manner prescribed in this section shall be deemed to have been given and to be effective three (3) days after the date of such mailing; provided, however, that any notice, demand or

other communication which would otherwise be deemed to have been given on a day which is not a working day shall be deemed to have been given on the next subsequent working day.

Section 23: Miscellaneous Terms

23.1 Representations: Each Party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Agreement is being made without reliance upon any statement or representation of any other Party not contained herein, or any representative, agent or attorney of any other Party.

23.2 Severability: If any term or condition of this Agreement is held to any extent to be invalid or unenforceable, all the remaining terms and conditions shall be enforceable to the fullest extent permitted by law.

23.3 Entire Agreement: This Agreement contains the entire agreement, between the Parties and supersedes all prior negotiations, discussions, obligations and rights of the Parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the Parties. No modification, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the Parties hereto.

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

23.5 Applicable Law: The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for mediation, arbitration and/or actions arising out of this Agreement shall be in the City of El Cajon, California.

23.6 Waiver: Unless otherwise expressly provided herein, no delay or omission by the Parties hereto in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy, nor shall it be construed as a bar to or a waiver of any such right or remedy on any future occasion.

23.7 Effect of Headings: Headings appearing in this Agreement are inserted for convenience of reference only, and shall in no way be construed to be interpretations of the provisions hereof.

23.8 Amendments: This Agreement may be modified, amended or supplemented only by the mutual written agreement of the Parties hereto.

23.9 Authorization and Compliance: Each Party represents that it is duly authorized to execute and carry out the provisions of this Agreement.

23.10 Further Assurances: The Parties agree to do such further acts and things and execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.

23.11 Counterparts: This Agreement may be executed by the Parties in one or more counterparts, all of which taken together shall constitute one and the same instrument. The facsimile signatures of the Parties shall be deemed to constitute original signatures, and facsimile copies hereof shall be deemed to constitute duplicate original counterparts.

23.12 Exhibits: All Exhibits are incorporated herein by reference into this Agreement.

23.13 Third Party Beneficiary: Nothing within this Agreement shall create a contractual relationship between the City and any third party.

Section 24: Prevailing Wages; Labor Law Compliance

24.1 This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code relating to public works. Construction Consultant agrees to execute City's Agreement to Comply with California Labor Law Requirements and to comply with the Labor Code to the extent that work under this Agreement is subject to those requirements.

Section 25: Indemnity, Waiver & Limitation of Liability

25.1 Contractor Capacity. Notwithstanding anything to the contrary herein, City and CC expressly agree that all work performed by CC pursuant to this Agreement shall be performed by CC in its capacity as a contractor. No design or engineering services of any type (nor responsibility of any type or nature with respect to the same) will be included as part of the services to be rendered by CC under this Agreement.

25.2 City Indemnity. To the extent allowable by law, and only in the event that CC does not execute a contract with City for the construction phase of the Project, City agrees to defend, indemnify and hold harmless the CC, its officers, directors and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, experts' fees and costs, to the extent arising out of, related to, or resulting from any misuse or unauthorized alteration, by City, of CC's work product hereunder in the construction of the Project.

25.3 Release. If CC does not execute a contract with City for the construction of the Project, and City elects to use CC's work product under this Agreement in the construction of the Project, then CC agrees to, and hereby does, release CC from any liability whatsoever to City for any misuse or unauthorized alteration, of CC's work product prepared pursuant to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

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

S. C. VALLEY ENGINEERING, INC.,
a California corporation

By _____
Douglas Williford, City Manager

By _____
Samuel H. Wathen, President

ATTEST:

By _____
_____, Secretary

Belinda A. Hawley, CMC, City Clerk

APPROVED AS TO CONTENT:

Majed Al-Ghafry, Assistant City Manager

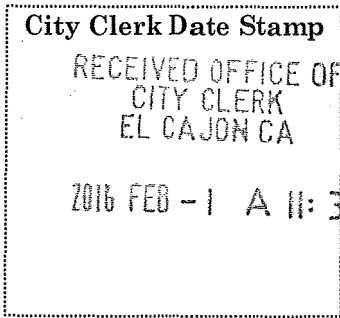
APPROVED AS TO FORM:

Morgan L. Foley, City Attorney

Council Date: 02/09/16
Item #: 4.1
Resolution: 017-16

EXHIBIT LIST (1 - 4)

1. Request for Proposals for Alternative Project Procurement With Guaranteed Maximum Price
2. Proposal for Preconstruction Services
3. Reserved
4. Project Schedule



City of El Cajon Agenda Report

MEETING: 2/9/16

ITEM NO: 6.1



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

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:

- January 27, 2016 - Meeting with Valley of Cars
- January 30, 2016 - Speaking at ECTLIC Banquet
- February 1, 2016 - El Cajon Citizen of the Year
- February 3, 2016 - Grossmont Hospital Orientation
- February 5, 2016 - Point Loma Nazarene University Speaking to Faculty
- February 9, 2016 - City Council Meeting at 3:00 p.m.
- February 10, 2016 - Speaking to Cajon Valley Leadership Forum
- February 12, 2016 - SANDAG Executive Committee and Board of Directors

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

SUBMITTED BY,

Bill Wells
Mayor



LEGISLATIVE REPORT 2015-2016



6.2

BILL	NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS / LAST ACTION DATE
AB	1554	Irwin	Powdered Alcohol	1/26/2016	Support	Assembly	2/1/2016-Referred to Com. on G.O.
SB	819	Huff	Powdered Alcohol	1/26/2016	Support	Assembly	1/28/2016-Referred to Com. on G.O.

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 February 2, 2016 at 9:00 a.m. for the February 9, 2016 City Council Meeting.

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2016 FEB -3 P 4: 51

City of El Cajon Agenda Report

MEETING: 2/9/16

ITEM NO: 6.3



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

SUBJECT: Draft Letter Regarding County of San Diego Marijuana Ordinance

RECOMMENDATION: That the City Council approve the attached letter for transmittal.

BACKGROUND: Since the County adopted an ordinance to permit Marijuana Dispensaries in certain areas of the unincorporated region, there has only been one thus far approved. This single site, unfortunately, is located on our border on Wing Avenue. However, a recent article in the Union-Tribune (see attached) highlighted the likely coming of many more to this region in the near future, including one on Vernon Way, also located on our border. I consider this to be a clear threat to our community and wish to engage the County of San Diego, via our Supervisor Dianne Jacob, in addressing this troubling issue.

For the City Council's consideration, I have drafted a letter to Supervisor Jacob outlining our view of the problem and requesting her assistance in promoting a change to the existing County Marijuana Ordinance. I am requesting the City Council consider this letter for transmittal.

FISCAL IMPACT: There is no fiscal impact to the City due to the transmittal of this letter.

PREPARED BY:



Bill Wells
MAYOR

More pot dispensaries on county land coming

Surge prompted by new laws, cultivation opportunities



[\(/staff/david-garrick/\)](#)

By [David Garrick \(/staff/david-garrick/\)](#) | 3 p.m. Jan. 9, 2016



Outliers Collective near El Cajon is the only legal medical marijuana dispensary on county land, but more are on the way. — *K.C. Alfred*

San Diego — From Ramona to Valley Center and the outskirts of El Cajon, several new medical marijuana dispensaries are expected to begin operating legally on unincorporated county land this year.

The Outliers Collective outside El Cajon has stood as the lone legal dispensary on county land since it opened near Gillespie Field in July 2014, but four additional dispensaries recently secured building permits and county officials say each is expected to open by the end of 2016.

Those five legal dispensaries will join 13 others approved by the city of San Diego, the only other local government that permits such businesses to operate.

In contrast to the legal dispensaries in the city that include only a sales area, the dispensaries in the county are expected to also feature large indoor cultivation rooms for growing marijuana.

The opportunity to cultivate and sell on the same site might be part of what's prompted the sudden sharp increase of dispensary applications in the county, medical marijuana attorneys and county officials said.

Other potential contributing factors, they said, could be new state medical marijuana laws that took effect Jan. 1, expectations California voters may approve recreational marijuana use this year and more investors entering the industry based on recent momentum.

Lance Rogers, a local attorney who represents one of the county marijuana applicants, said industry insiders are surprised by the recent rush of projects in the county, which has a relatively strict medical marijuana ordinance that some have described as prohibitive.

The ordinance's land-use and zoning restrictions limit the number of eligible properties countywide to roughly 40, and the law takes the unusual step of having the Sheriff's Department play a key role in approving dispensaries and inspecting cultivation areas.

"It's one of the most restrictive and conservative ordinances in the state and many critics view it as a de facto ban," Rogers said. "So with all of these moving forward, I think we're seeing lemonade being made out of lemons."

Rogers said one area where the county law is looser than many jurisdictions is allowing cultivation, suggesting that may be what's motivating the surge.

New state laws approved last fall, the first time Sacramento has comprehensively addressed medical marijuana since state voters approved it in 1996, say businesses approved for cultivation by local governments will have priority for state cultivation licenses when they become available.

Sheriff's Detective Michael Helms, who oversees dispensary approvals for the county, said the new state law has been a key motivating factor.

"I think the new laws the governor signed are the big push," said Helms, adding that most of the recent calls he's received from aspiring dispensary operators are from out-of-towners focused on cultivation opportunities in San Diego.

Jessica McElfresh, another local attorney who represents dispensaries, said opportunities for cultivation must be swinging the financial balance in favor of pursuing projects that had previously been cost-prohibitive.

Because of the county's land-use restrictions, many of the eligible dispensary sites are in remote areas that require potential operators to build roads or add infrastructure such as sewer and water lines.

"Some of the sites are extremely isolated," McElfresh said.

Rogers said recent momentum behind legalizing marijuana, both in California and nationwide, has convinced previously reluctant investors to get involved, making some of the relatively expensive projects more doable than before.

In addition, he said the prospect of California voters approving recreational marijuana had spurred more interest.

"We're seeing the development of a brand-new agricultural industry, which is something we probably haven't seen in 100 years," Rogers said. "It's not every day that there is a new plant that people are allowed to grow."

The new county facilities with building permits include three in Ramona — 1210 Olive St., 736 Montecito Way and 618 Pine St. — and one on the Valley Center/Escondido border at 8530 Nelson Way.

In addition, the Outliers Collective outside El Cajon is adding a cultivation area to its dispensary at 8157 Wing Ave. and plans to open an additional growing facility roughly 2 miles away at 287 Vernon Way.

The county's ordinance only allows growing facilities when they are financially connected to a dispensary, so no businesses devoted exclusively to growing are allowed. In addition, all growing must be done indoors and not visible to the public, so greenhouses aren't permitted.

Helms, the sheriff's detective, said Outliers has been receiving its marijuana from members of the collective who grow it at home, which has created some problems that on-site cultivation could solve.

He said things have been "relatively smooth" with the dispensary regarding security and operations. The problems regarding cultivation, Helms said, have been primarily members of the collective growing more marijuana on their property than the maximum six mature plants or 12 immature plants allowed under state law.

The frequency of those maximums being violated prompted county officials to experiment with requiring site inspections before members could supply the dispensary. But Helms said post-delivery inspections were restored when the temporary policy change left the dispensary with inadequate supply.

Helms said he expects each of the new dispensary projects to open this year, but he said the Pine Street project would probably be the last to begin operating.

Community leaders in Ramona and Valley Center have raised concerns about the projects. But the county ordinance is ministerial, not discretionary, so the projects must be approved if the applicants have met all the law's requirements.

The ordinance was approved in 2010, shortly after the state Supreme Court ruled against the county on its refusal to issue medical marijuana identification cards.

A dispensary called Mother Earth opened shortly afterward on the Wing Avenue site, but they were evicted by their landlord after a federal raid. Outliers Collective subsequently took over the site and opened in July 2014.

Three of the city's 13 dispensaries have opened — one in Otay Mesa, one in San Ysidro and one in the Midway district — and the other 10 are expected to open this year.

david.garrick@sduniontribune.com (619) 269-8906 @UTDavidGarrick



Mayor and City Council

Dianne Jacob
San Diego County Supervisor
1600 Pacific Highway, Room #335
San Diego, CA 92101

Dear Supervisor Jacob,

In 2010, the County Board of Supervisors passed an ordinance permitting marijuana dispensaries in the unincorporated area, based on certain restrictions. The Board of Supervisors was presented with data from County staff and others, at that time, that due to the restrictions placed into the ordinance, it would be unlikely for very many such dispensaries to ever be created. The Board even commented during the public hearing that while they recognized the number of marijuana dispensaries in the unincorporated area may be very limited, the various cities throughout the region would, no doubt, also permit such stores, as well.

While the City of San Diego did, in fact, later pass a similar ordinance permitting marijuana dispensaries, *none* of the other cities in the region have, including El Cajon. In fact, just the opposite has occurred as city council after city council, based on a sober-minded analysis of the likely negative community and health effects of permitting such stores within their cities, have voted to outright ban marijuana dispensaries. All four of the incorporated cities within District 2 (El Cajon, La Mesa, Santee, and Lemon Grove), have established this policy. Therefore, here in the east county, the County stands alone in permitting them. This situation has led to a disturbing situation affecting the City of El Cajon. Knowing the City will not permit them, but also knowing that the majority of residents in this immediate area live inside the City rather than in the unincorporated area, the marijuana industry located a significant dispensary right on El Cajon's border on Wing Avenue. The site is identified to the public with El Cajon address due to the zip code it has and many citizens are of the mistaken belief that it is inside the City.

Now, just recently, the Union-Tribune published a story outlining the expected explosion of new dispensaries and cultivation areas about to be permitted in the County. One of these new outlets is described to be located on Vernon Way, again, immediately adjacent to El Cajon's border. It further mentions that a previous distributor on Wing Avenue had to close due to a Federal drug raid at the site and that the Sheriffs are aware that there have already been violations of the County's

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ordinance from an existing dispensary. The article goes on to suggest that this surge in new marijuana outlets is just the beginning of an even larger number of permits likely to be submitted to the County in the future.

The location of marijuana dispensaries and cultivation sites directly on the El Cajon border represents a strategic and predatory practice by the marijuana industry, aimed directly at our citizens, our families and, especially, our youth. Whatever minor health benefits some may derive from using these products is dwarfed by the known and acknowledged negative effects on people's health, again, especially on our youth. The recent article mentions the same exact situation is about to occur adjacent to the City of Escondido. Manipulating the County ordinance for the purpose of sidestepping the legitimate legislative prohibitions that exist in cities throughout the region, cannot possibly be what the Board of Supervisors had in mind when the ordinance was adopted in 2010. It is clear from reading the commentaries on the ordinance at that time, that the Board was told something very different.

Given this growing and disturbing situation, the City Council of the City of El Cajon respectfully requests your support for at least one of two County ordinance changes. Our first recommendation is for the County of San Diego to eliminate the current ordinance altogether and join the incorporated cities throughout the region in outright prohibiting these uses. In lieu of that action, at the very least the County should establish distance requirements from the municipal boundaries of cities for such uses. The County ordinance already establishes 1,000 foot distance requirements between marijuana businesses and a number of different uses. Such a restriction in the existing County ordinance inherently acknowledges the likelihood of negative effects upon the surrounding community. If the County does decide to keep the basics of the ordinance intact, then the existing ordinance should incorporate these same distance requirements (or larger) from the boundaries of all incorporated cities.

As Mayor, I am at your disposal to further discuss this important issue at your earliest convenience.

Yours Truly,

Bill Wells
Mayor

City Clerk Date Stamp

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City of El Cajon Agenda Report

MEETING: 2/9/16

ITEM NO: 7.1



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

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:

January 27, 2016 -	Meeting w/ Mother Goose Parade Association
January 28, 2016 -	Heartland Communications Facility Authority Meeting
February 5, 2016 -	Meeting w/ City Manager
February 9, 2016 -	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

A small, circular handwritten mark or signature, possibly a stamp or initials, located below the printed name of Gary Kendrick.

City Clerk Date Stamp

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City of El Cajon Agenda Report

MEETING: 2/9/16

ITEM NO: 8.1



TO: Mayor Wells, Councilmembers Bales,
Kendrick and McClellan

FROM: Mayor Pro Tem 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.

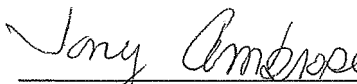
REPORT:

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

- January 29, 2016 - Salute to Law Enforcement - Elks Lodge
- February 1, 2016 - Meeting with Planning Commission Chair
- February 4, 2016 - San Diego Metro Wastewater JPA
- February 5, 2016 - Meeting with City Manager
- February 9, 2016 - Council Meeting at 3:00 p.m.

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

SUBMITTED BY,



Tony Ambrose
Mayor Pro Tem

City Clerk Date Stamp

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City of El Cajon Agenda Report

MEETING: 2/9/16

ITEM NO: 9.1



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

FROM: Councilmember 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:

February 1, 2016 -	El Cajon Citizen of the Year Luncheon
February 4, 2016 -	MTS Executive Board Meeting
February 9, 2016 -	City Council Meeting

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

SUBMITTED BY,


Bob McClellan
Councilmember

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City of El Cajon Agenda Report

MEETING: 2/9/16

ITEM NO: 10.1



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

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:

January 9, 2016 -	Meeting with City Manager
January 9, 2016 -	City Council Meetings
January 28, 2016 -	Photographic Art Show at the Wieghorst Museum
January 29, 2016 -	Elks' Annual Law Enforcement Appreciation Dinner
January 31, 2016 -	German American Society Carnival
February 9, 2016 -	Meeting with City Manager
February 9, 2016 -	City Council Meeting

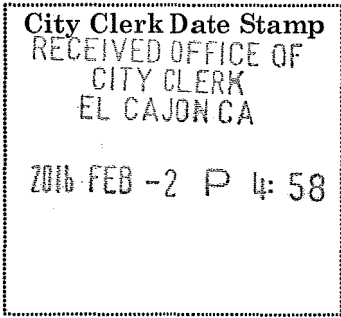
I will be happy to answer any questions you may have.

SUBMITTED BY,



Star Bales
Councilmember

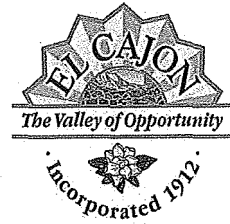




City of El Cajon Agenda Report

MEETING: Feb 9, 2016

ITEM NO: Gen. Info. "A"



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

FROM: Douglas Williford, City Manager

SUBJECT: AMGEN Tour of California

RECOMMENDATION: Informational only

BACKGROUND

The 11th Annual 2016 AMGEN Tour of California is a professional bike race modeled after the Tour de France. The race is governed by the same international cycling federation, it follows the same rules, and it has many of the same teams and riders as the Tour de France. The main difference between the events is that the Tour of California is a shorter event of 8 days as compared to the 21-day Tour de France. The race consists of 18 teams, each with eight riders, and will have seven point-to-point road stages and one-time trial.

We are informing the Council of this event because this year's race begins in San Diego on May 15th, and is planned to go through El Cajon from east to west, via Main Street through the downtown area.

Last year's race drew over two million spectators along the 750-mile route and, according to the race organizer, quickly became the largest sporting event in the history of California. The entire race is broadcast live on NBC Sports and NBC Network to more than 200 countries. It will also be streamed live on the internet.

Aside from the 144 professional racers, there will be approximately 100 vehicles that travel within the race "package". This includes the California Highway Patrol (CHP), team cars, medical support, mechanical support, race officials, motorcycle marshals, TV crews, etc. The entire race moves as one entity at an average speed of approximately 26 MPH. However, because most of El Cajon is relatively flat, race speed through the City will likely exceed 30 MPH.

As the Tour start date approaches, staff will bring an agenda item to the City Council requesting approval for the use of City streets with rolling street closures, and in-kind support (Police, Public Works, and Traffic) services for this exciting international event. There is no fiscal impact at this time.

PREPARED BY:


Douglas Williford
CITY MANAGER