

ONLINE AGENDA INFORMATION

The online Agenda is not the official Agenda for the El Cajon City Council, but is posted and published five days prior to the City Council Meeting for the convenience of the public. Changes may be made up to 72 hours prior to the meeting; therefore added or deleted items may not appear on the City's website at this time. The City Council's official Agenda is prepared and posted outside City Council Chambers in the kiosk 72 hours prior to every regular meeting, and 24 hours prior to every special meeting. You may call the City Clerk's Office at (619) 441-1763 for information about any changes to this Agenda.

AGENDA BINDER, INCLUDING AGENDA REPORTS, IS AVAILABLE FOR VIEWING AFTER 4:00 P.M., THE FRIDAY BEFORE THE COUNCIL MEETING, AT THE EL CAJON BRANCH OF THE PUBLIC LIBRARY, 201 E. DOUGLAS AVENUE, PHONE (619) 588-3718.

LIBRARY HOURS: Monday – Thursday 9:30 a.m. – 8:00 p.m., Friday & Saturday 9:30 a.m. – 5:00 p.m., and Sunday 12:00 – 5:00 p.m.

SUPPLEMENTAL AGENDA ITEM DOCUMENTS AND/OR MATERIALS RECEIVED AFTER POSTING OF THIS AGENDA, IF ANY, MAY BE VIEWED IN THE CITY CLERK'S OFFICE AT 200 CIVIC CENTER WAY, EL CAJON, MONDAY THROUGH THURSDAY, 7:30 A.M. TO 5:30 P.M. AND ON ALTERNATE FRIDAYS FROM 8:00 A.M. TO 5:00 P.M.

FOR A SCHEDULE OF FRIDAY CITY HALL CLOSURES, VISIT WWW.CITYOFELCAJON.US OR CALL THE CITY CLERK'S OFFICE AT (619) 441-1763.

CITY OF EL CAJON

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

AGENDA



November 15, 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



November 15, 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 October 25, 2016, Meeting and the Agenda of the November 15, 2016, Meetings in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.
- **PRESENTATIONS:**
 - OATH OF OFFICE – Fire Chief Colin Stowell
 - Heartland Fire Poster Contest Winners
- **AGENDA CHANGES:**

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

CONSENT ITEMS: (1.1 – 1.14)

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 approves Minutes of the October 25, 2016 Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

1.2 WARRANTS

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

***1.4 REQUEST FOR TIME EXTENSION OF TENTATIVE PARCEL MAP (TPM) 634, 1984 VALLEY VIEW BOULEVARD, ENGINEERING JOB NO. 3113 (Report: Yazmin Arellano, City Engineer)**

RECOMMENDATION: That the City Council grants a one-year time extension for TPM 634, 1984 Valley View Boulevard, Engineering Job No. 3113, and sets the new expiration date to be December 19, 2017, in accordance with Municipal Code Section 16.12.110.

CONSENT ITEMS: (Continued)

- *1.5 APPROVAL OF SIDE LETTER OF AGREEMENT FOR NON-MANAGEMENT STAFF IN THE POLICE COMMUNICATIONS CENTER (Report: Douglas Williford, City Manager)**

RECOMMENDATION: That the City Council approve the Side Letter of Agreement between the El Cajon Municipal Employees' Association (ECMEA) and the City, increasing the salary of the Supervising Police Dispatcher, Police Dispatcher and Public Safety Communications Operator classifications by 3.0% effective the first full pay period January 2017.

- *1.6 RESOLUTION: AWARD OF RFQ NO. 400220, INSTALLATION OF STREET LIGHTS (LED PROGRAM) (Report: Nahid Razi, Purchasing Agent)**

RECOMMENDATION: That the City Council:

- Finds the seventh low bidder non-responsive for the reason set forth in the agenda report; and
- Adopts the next RESOLUTION in order awarding the project to the lowest responsive, responsible bidder, C.T.E. Inc., in the amount of \$13,845.00.

- *1.7 RESOLUTION: JOHNSON AVENUE SEWER RELIEF PROJECT PHASE II, WW3250-2, MOU WITH CAJON VALLEY UNION SCHOOL DISTRICT AND JKC PALM SPRINGS AUTOMOTIVE, INC. (Report: Majed Al-Ghafry, Assistant City Manager)**

RECOMMENDATION: That the City Council:

- Adopts the next RESOLUTION in order approving a three-party Memorandum of Understanding (MOU) with Cajon Valley Union School District (CVUSD) and JKC Palm Springs Automotive, Inc. (Team Kia), which itemizes the terms for the acquisition of new sewer easements; and
- Authorizes the City Manager to execute the MOU with CVUSD and Team Kia.

- *1.8 JULY – SEPTEMBER 2016 QUARTERLY TREASURER'S REPORT (Report: Clay Schoen, Director of Finance and Treasurer)**

RECOMMENDATION: That the City Council receives the Treasurer's Report for the quarter ending September 30, 2016.

CONSENT ITEMS: (Continued)

- *1.9 JOHNSON AVENUE SEWER RELIEF PROJECT-PHASE II (JASRP-II) PROFESSIONAL SERVICES CONTRACT AMENDMENT FOR MATERIAL TESTING SERVICES (Report: Dennis Davies, Deputy Director of Public Works)**

RECOMMENDATION: That the City Council:

- Authorizes the City Manager to negotiate and execute an amendment to the existing Professional Services Agreement (PSA) with Kleinfelder for material testing services for the Johnson Avenue Sewer Relief Project-Phase II; and
- Appropriates \$255,000.00 from the Wastewater Fund for material testing services for JASRP-II.

- *1.10 ACCEPTANCE OF UPGRADE TRAFFIC SIGNALS - AVOCADO AVENUE/BALLANTYNE STREET, PW3515, BID NO. 029-16 (Report: Dennis Davies, Deputy Director of Public Works)**

RECOMMENDATION: That the City Council:

- Accepts the Upgrade Traffic Signals - Avocado Avenue/Ballantyne Street, PW3515, Bid No. 029-16; and
- Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

- *1.11 ACCEPTANCE OF TRAFFIC SIGNAL SYSTEM UPGRADES 2016, PW3549, BID NO. 020-16 (Report: Dennis Davies, Deputy Director of Public Works)**

RECOMMENDATION: That the City Council:

- Accepts the Traffic Signal System Upgrades 2016, PW3549, Bid No. 020-16; and
- Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

CONSENT ITEMS: (Continued)

- *1.12 RESOLUTION: AWARD OF BID NO. 014-17, MAINTENANCE OF BUS STOPS AT VARIOUS LOCATIONS (Report: Nahid Razi, Purchasing Agent)**

RECOMMENDATION: That the City Council:

- Finds the first low bidder non-responsive for the reason set forth in the agenda report; and
- Adopts the next RESOLUTION in order awarding the bid to the lowest responsive, responsible bidder, St. Madeleine Sophie's Center, in the estimated amount of \$36,698.00 the first year, with the option to renew for four (4) additional one-year periods.

- *1.13 TRAVEL EXPENSES TO ATTEND THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE (Report: Brett Channing, Deputy Director of Administrative Services)**

RECOMMENDATION: That the City Council review and approve the Claim for Advance/Reimbursement of Travel Expense form for Mayor Bill Wells and Councilmember Star Bales submitted in accordance with City Council Policy G-1.

- *1.14 RESOLUTION: ON-SITE FLEET PARTS PROGRAM CONTRACT INCREASE (Report: Nahid Razi, Purchasing Agent)**

RECOMMENDATION: That the City Council adopts the next RESOLUTION in order and increases the estimated annual contract amount by \$170,000.00 for the On-Site Fleet Parts Program with County Motor Parts Co., Incorporated.

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.

PUBLIC COMMENT ON DISTRICT ELECTIONS:

2. WRITTEN COMMUNICATIONS: None

3. PUBLIC HEARINGS:

***3.1 RESOLUTIONS: DELINQUENT REFUSE COLLECTION CHARGES
(Report: Dennis Davies, Deputy Director of Public Works)**

RECOMMENDATION: That the City Council:

- Opens the Public Hearing and receives testimony;
- Closes the Public Hearing;
- Adopts the next RESOLUTIONS in order confirming the list of property owners as delinquent in the payment of their mandatory trash service bills; and
- Authorizes the City Clerk to record the amount owed as a lien on the property and forwards a list to the County Tax Assessor for billing on the next property tax bill.

***3.2 RESOLUTIONS: DELINQUENT SEWER SERVICE CHARGES
(Report: Yazmin Arellano, City Engineer)**

RECOMMENDATION: That the City Council

- Opens the Public Hearing and receives testimony;
- Closes the Public Hearing;
- Adopts the next RESOLUTIONS in order confirming the charges and levying the assessments on the next regular tax bill; and
- Authorizes the City Clerk to place a lien on delinquent properties and forward a list to the County Tax Assessor for billing on the next property tax bill.

(Remainder of page intentionally left blank)

PUBLIC HEARINGS: (Continued)

- *3.3 PUBLIC HEARING OF ORDINANCES ADOPTING BY REFERENCE THE CALIFORNIA BUILDING CODE 2016 EDITION, THE CALIFORNIA ELECTRICAL CODE 2016 EDITION, THE CALIFORNIA MECHANICAL CODE 2016 EDITION, THE CALIFORNIA PLUMBING CODE 2016 EDITION, THE CALIFORNIA RESIDENTIAL CODE 2016 EDITION, THE CALIFORNIA FIRE CODE 2016 EDITION, THE CALIFORNIA GREEN BUILDING STANDARDS CODE 2016 EDITION, THE CALIFORNIA HISTORICAL BUILDING CODE 2016 EDITION, THE CALIFORNIA EXISTING BUILDING CODE 2016 EDITION, AND EXPANDING THE SCOPE OF EL CAJON MUNICIPAL CODE SECTION 15.92 TO INCLUDE EXPEDITED PERMIT PROCESSING FOR ELECTRIC VEHICLE CHARGING STATIONS AND ADVANCED ENERGY STORAGE SYSTEMS
(Report: Dan Pavao, Building Official/ Fire Marshal)**

RECOMMENDATION: That the City Council:

- Opens the public hearing and receives testimony;
- Closes the public hearing;
- Conducts separate, sequential, public hearings and thereafter approve or deny, by separate votes and adopting by reference the following building standards for use within the City of El Cajon: the California Building Code 2016 Edition, the California Electrical Code 2016 Edition, the California Mechanical Code 2016 Edition, the California Plumbing Code 2016 Edition, the California Residential Code 2016 Edition, the California Fire Code 2016 Edition, the California Green Building Standards Code 2016 Edition, the California Historical Building Code 2016 Edition, the California Existing Building Code 2016 Edition, and to expand the scope of El Cajon Municipal Code section 15.92 to include expedited permit processing for electric vehicle charging stations and advanced energy storage systems; and
- If approved, directs the City Clerk to recite the titles of the ordinances for the Second Reading.

#3.3-A: Chapter 15.04 – California Building Code

- AN ORDINANCE REPEALING CHAPTER 15.04 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA BUILDING CODE, 2016 EDITION, AS AMENDED, BY REFERENCE; AND ADDING A NEW CHAPTER 15.04 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE

ITEM 3.3 (Continued)

#3.3-B: Chapter 15.20 – California Electrical Code

- AN ORDINANCE REPEALING SECTION 15.20.010 OF CHAPTER 15.20 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA ELECTRICAL CODE, 2016 EDITION, AS AMENDED, BY REFERENCE; AND ADDING A NEW SECTION 15.20.010 TO CHAPTER 15.20 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE

#3.3-C: Chapter 15.48 – California Mechanical Code

- AN ORDINANCE REPEALING CHAPTER 15.48 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA MECHANICAL CODE, 2016 EDITION, AS AMENDED, BY REFERENCE; AND ADDING A NEW CHAPTER 15.48 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE

#3.3-D: Chapter 15.52 – California Plumbing Code

- AN ORDINANCE REPEALING CHAPTER 15.52 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA PLUMBING CODE, 2016 EDITION, AS AMENDED, BY REFERENCE; AND ADDING A NEW CHAPTER 15.52 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE

#3.3-E: New Chapter 15.54 – California Residential Code

- AN ORDINANCE REPEALING CHAPTER 15.54 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA RESIDENTIAL CODE, 2016 EDITION, AS AMENDED BY REFERENCE; AND ADDING A NEW CHAPTER 15.54 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE

#3.3-F: Chapter 15.56 – California Fire Code

- AN ORDINANCE REPEALING CHAPTER 15.56 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA FIRE CODE, 2016 EDITION, AS AMENDED, BY REFERENCE; AND ADDING A NEW CHAPTER 15.56 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE

#3.3-G: Chapter 15.60 – California Green Building Standards Code

- AN ORDINANCE REPEALING CHAPTER 15.60 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2016 EDITION, AS AMENDED, BY REFERENCE; AND ADDING A NEW CHAPTER 15.60 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE

ITEM 3.3 (Continued)

#3.3-H: Chapter 15.84 – California Existing Building Code

- AN ORDINANCE REPEALING SECTIONS 15.84.010 AND 15.84.015 OF CHAPTER 15.84 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA EXISTING BUILDING CODE, 2016 EDITION, AS AMENDED, BY REFERENCE; AND ADDING NEW SECTIONS 15.84.010 AND 15.84.015 TO CHAPTER 15.84 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE

#3.3- I: New Chapter 15.88 – California Historical Building Code

- AN ORDINANCE ADDING A NEW CHAPTER 15.88 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA HISTORICAL BUILDING CODE, 2016 EDITION, BY REFERENCE; TO REGULATE ALL HISTORICAL BUILDINGS AND STRUCTURES IN THE CITY OF EL CAJON

#3.3-J: Chapter 15.92 – Expedited Processing for Small Rooftop Solar, Electric Vehicle Charging, and Advanced Energy Systems

- AN ORDINANCE REPEALING CHAPTER 15.92 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; AND ADDING A NEW CHAPTER 15.92 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE FOR EXPEDITED PROCESSING OF PERMITTING FOR SMALL ROOFTOP SOLAR, ELECTRIC VEHICLE CHARGING STATIONS, AND ADVANCED ENERGY STORAGE SYSTEMS

4. ADMINISTRATIVE REPORTS:

- *4.1 RESOLUTION: AUTHORIZATION FOR THE EXECUTION OF A PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS FOR A HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT PROJECT, TRAFFIC SIGNAL UPGRADES, PW3581, HSIPL-5211(035) (Report: Yazmin Arellano, City Engineer)**

RECOMMENDATION: That the City Council adopts the next RESOLUTION in order to approve Program Supplement Agreement No. 053-F for a federal aid project to upgrade traffic signals on Chase Avenue, El Cajon Boulevard, and Washington Avenue, PW3581, HSIPL-5211(035).

ADMINISTRATIVE REPORTS: (CONTINUED)

***4.2 AMENDMENT TO THE HEARTLAND COMMUNICATIONS FACILITY
AUTHORITY JOINT POWERS AGREEMENT
(Report: Douglas Williford, City Manager)**

RECOMMENDATION: That the City Council:

- Approve the Amended and Restated Joint Exercise of Powers Agreement for Heartland Communications Facility Authority; and
- Authorize the City's representative to the Heartland Communications Facility Commission (Councilmember Kendrick) to execute the agreement on behalf of the City.

***4.3 IMPLEMENTATION OF ONE-TIME, NON-PERSable STIPEND FOR ALL
BENEFITTED EMPLOYEES (Report: Douglas Williford, City Manager)**

RECOMMENDATION: That the City Council approve the proposed one-time \$1,000.00 non-PERSable stipend as described in the agenda report.

5. COMMISSION REPORTS: None

6. ACTIVITIES REPORTS OF MAYOR WELLS/COMMENTS

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

***6.1 COUNCIL ACTIVITIES REPORT/COMMENTS**

***6.2 LEGISLATIVE REPORT**

***6.3 RESOLUTION: NAMING OF NEIGHBORHOOD PARK**

RECOMMENDATION: That the City Council adopts the next RESOLUTION in order to approve the name of the park located at 201 E. Douglas Avenue to be "Stoney's Neighborhood Park."

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: None

13. ORDINANCES: FIRST READING

- *13.1 PROPOSED URGENCY ORDINANCE TEMPORARILY PROHIBITING THE OUTDOOR CULTIVATION OF MARIJUANA PLANTS GROWN FOR PERSONAL USE (Report: Morgan Foley, City Attorney)**

RECOMMENDATION: That the City Council, by not less than a four-fifths (4/5ths) affirmative vote, adopts the proposed urgency ordinance to temporarily prohibit the outdoor cultivation of marijuana by persons in the city of El Cajon.

14. ORDINANCES: SECOND READING AND ADOPTION

- *14.1 ZONE RECLASSIFICATION NO. 2323 (673 SOUTH ANZA)**

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

AN ORDINANCE APPROVING ZONE RECLASSIFICATION NO. 2323 FOR THE REZONING OF PROPERTY LOCATED ON THE EAST SIDE OF SOUTH ANZA STREET BETWEEN REDWOOD AND EAST WASHINGTON AVENUES FROM C-G (GENERAL COMMERCIAL) ZONE TO RM-2200 (RESIDENTIAL, MULTI-FAMILY, 2,200 SQ. FT.) ZONE; APN: 488-400-02-00; GENERAL PLAN DESIGNATION: MEDIUM DENSITY RESIDENTIAL (MR)

- **MOTION to adopt Ordinance**

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 15th day of November 2016, is adjourned to Tuesday, November 15, 2016, at 7:00 p.m.

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

Tuesday, November 15, 2016
7:00 p.m.

COUNCIL CHAMBERS
200 Civic Center Way
El Cajon, California

A G E N D A

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

PLEDGE OF ALLEGIANCE TO FLAG AND MOMENT OF SILENCE

- AGENDA CHANGES:
- PUBLIC COMMENT:

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

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

PUBLIC HEARINGS:

- *100 MALLONEE CONDOMINIUM CONVERSION – PLANNED UNIT DEVELOPMENT NO. 344 AND TENTATIVE SUBDIVISION MAP NO. 665**
(Report: Anthony Shute, Deputy Director, Community Development)

RECOMMENDATION: That the City Council

- Opens the public hearing and receives testimony;
- Closes the public hearing;
- Moves to ADOPT the next RESOLUTION in order APPROVING Planned Unit Development No. 344; and
- Moves to ADOPT the next RESOLUTION in order APPROVING Tentative Subdivision Map No. 665.

101 ITEMS CONTINUED FROM THE 3:00 P.M. MEETING (IF ANY)

ADJOURNMENT: The Adjourned Regular Joint Meeting of the El Cajon City Council/El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 15th day of November 2016, is adjourned to Tuesday, December 13, 2016, at 3:00 p.m.



Upcoming Events in El Cajon City Council Meeting for November 15, 2016



November 17 – “Welcome the Holidays at Olaf Wieghorst Museum” annual luncheon. This festive event is from 11:00 a.m. to 2:00 p.m. at 131 Rea Avenue in Downtown El Cajon. Enjoy a delicious lunch by Cupid’s Catering, an opportunity drawing, and more. Tickets are \$40 per person. For more information, please call (619) 590-3431 or visit www.wieghorstmuseum.org

November 17 - 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! Visit: www.elcajonfarmersmarket.org for more information.

November 18 and December 2 - Alternate Friday closures for El Cajon City offices. Go to: www.cityofelcajon.us for a full calendar of hours for City offices during 2016.

November 20 - Holiday Lights On Main Street at the Prescott Promenade. From 11:00 a.m. to 7:00 p.m. enjoy holiday music, singing, an ice skating rink, a visit with Santa, food vendors, and a special tree lighting ceremony at 6:00 p.m. at the corner of Main Street and Magnolia Avenue. Visit www.downtownelcajon.com or call (619) 334-3000 for more details.

November 20 - The 70th Annual Mother Goose Parade! The parade begins at 1:00 p.m. on West Main Street at El Cajon Boulevard, continuing east on West Main Street to First Avenue. See marching bands, equestrians and parade floats! Visit www.mothergooseparade.org for more detailed information.

November 24 & 25 - City offices closed in observance of Thanksgiving.

December 3 - The 7th Annual Jingle Paws Walk! The ACES Foundation is hosting this event for pets at the Water Conservation Garden located at Cuyamaca College, 12122 Cuyamaca College Drive West. Registration starts at 8:00 a.m. and the walk begins at 9:30 a.m. Visit Santa’s Village for pet food vendors, a silent auction, and take a photo with your pet and Santa! For more information, visit www.acesfoundation.org.

December 13 and January 10 - El Cajon City Council Meetings are at 3:00 p.m. and 7:00 p.m., as needed. 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.

Nominations Now Being Accepted for El Cajon’s 2016 “Citizen of the Year.” Each year El Cajon’s civic, service, and fraternal organizations select the El Cajon “Citizen of the Year” from the many people in El Cajon who contribute to El Cajon through years of volunteer civic and community service. The deadline for submittal is December 16, 2016, at 4:00 pm. (no emails will be accepted) The 2016 El Cajon Citizen of the Year and all nominees will be honored at a luncheon on Tuesday, February 7, 2017, at the Elks Lodge, 1400 E Washington Avenue, in El Cajon. For more information, please contact the San Diego East County Chamber of Commerce office at (619) 440-6161.

Recreation: The City of El Cajon Recreation Guide for Winter 2016 will soon be available. The City offers a wide variety of classes and sports for every member of the family! Register in person at any of the recreation centers or online at www.elcajonrec.org. For more information, please call (619) 441-1754.

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



MINUTES

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

October 25, 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, October 25, 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:	Ambrose
Mayor Pro Tem/Vice Chair present:	None
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 October 11, 2016, meeting and the Agenda of the October 25, 2016, meeting in accordance with State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

For practical purposes, **Mayor Wells** announced that the Certificate of Achievement to **Nowel Odish Botrus** would be moved ahead of the Proclamation for International Walk to School Month.

- **PROCLAMATION: Community Planning Month – October 2016**
- **PROCLAMATION: International Walk to School Month – October 2016**
- **CERTIFICATE OF ACHIEVEMENT: Nowel Odish Botrus**
- **HIGHLIGHTS OF CITY PROJECTS - Renette Park and Ronald Reagan Community Center**

AGENDA CHANGES:

City Manager Williford requested that Item 3.1 be moved to follow Consent Items, to allow the applicant to move to another appointment.

MOTION BY WELLS, SECOND BY McCLELLAN, to PRESENT Item 3.1 after Consent Items.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

CONSENT ITEMS: (1.1 – 1.14)

MOTION BY WELLS, SECOND BY McCLELLAN, to APPROVE Consent Items 1.1 to 1.14.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

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

Approve Minutes of the October 11, 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.

CONSENT ITEMS: (Continued)

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.

**1.4 RESOLUTION: ON-SITE FLEET PARTS PROGRAM
(Report: Nahid Razi, Purchasing Agent)**

Adopts RESOLUTION No. 092-16 and:

- Waives the bidding requirements in accordance with Municipal Code section 3.20.010(C)(5); and
- Authorizes the Purchasing Agent to approve a directly negotiated contract for a two-year term.

**1.5 ACCEPTANCE OF FLETCHER PARKWAY SEWER, WW3429,
BID NO. 026-16 (Report: Dennis Davies, Deputy Director of Public Works)**

Accepts the Fletcher Parkway Sewer, WW3429, Bid No. 026-16, and authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

**1.6 RESOLUTION: AWARD OF BID NO. 008-17, OVERLAY THROUGHFARES
2017 (Report: Nahid Razi, Purchasing Agent)**

- Finds the ninth low bidder non-responsive for the reason set forth in this agenda report;
- Finds the protest submitted by ATP General Engineering Contractors, LLC to be timely, but without merit; and
- Adopts RESOLUTION No. 093-16, awarding the bid to the lowest responsive, responsible bidder, PAL General Engineering, Inc., in the amount of \$1,395,896.64.

CONSENT ITEMS: (Continued)

**1.7 RESOLUTION: AWARD OF BID NO. 012-17, EMS SUPPLIES
(Report: Nahid Razi, Purchasing Agent)**

- Finds the protest submitted by Bound Tree Medical, LLC, to be timely, but without merit; and
- Adopts RESOLUTION No. 094-16 and awards the bid to the lowest responsive, responsible bidder, Life Assist, Inc. in the amount of \$19,842.04.

**1.8 EVENT IN THE RIGHT OF WAY – MOTHER GOOSE PARADE
(Report: Sara Ramirez, Director of Recreation)**

Review and approve the submitted road closures and traffic control plan for the Mother Goose Parade.

**1.9 EVENT IN THE RIGHT OF WAY – HOLIDAY LIGHTS ON MAIN
(Report: Sara Ramirez, Director of Recreation)**

Review and approve the submitted road closures and traffic control plan for the Holiday Lights on Main.

**1.10 2016-2017 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)
GRANT (Report: Jeff Davis, Chief of Police)**

- Authorizes the City Manager or designee to accept the California Office of Traffic Safety STEP Grant in the total amount of \$170,000.00 and to execute any grant documents and agreements necessary for the receipt and use of these funds.
- Appropriates California Office of Traffic Safety STEP Grant funds in the amount of \$150,431.00 for overtime, \$5,070.00 for training, \$14,499.00 for supplies, services and equipment, for a total of \$170,000.00
- Appropriates funds in the amount of \$9,931.76, for a Radar System and associated supplies/minor equipment.

CONSENT ITEMS: (Continued)

**1.11 RESOLUTION: SUMMARY VACATION OF SEWER EASEMENTS GRANTED BY STAR-WEST PARKWAY MALL, LP FOR THE JOHNSON AVENUE SEWER RELIEF PROJECT PHASE II
(Report: Dennis Davies, Deputy Director of Public Works)**

Adopts RESOLUTION No. 095-16 to approve the Summary Vacation of Sewer Easements granted by Star-West Parkway Mall, LP for the Johnson Avenue Relief Project-Phase II recorded on June 11, 2014, as Document Number 2014-0241341.

**1.12 JOHNSON AVENUE SEWER RELIEF PROJECT PHASE II, AMENDMENT TO PROFESSIONAL SERVICES CONTRACT
(Report: Dennis Davies, Deputy Director of Public Works)**

- Authorizes the City Manager to negotiate an amendment to the Johnson Avenue Sewer Relief Project Phase II (JASRP-II) Professional Services Contract with Atkins, North America (Atkins), and increase the compensation by \$45,000 to provide for construction support; and
- Appropriates an additional \$17,000 from the Wastewater Fund to pay for the additional construction support services.

**1.13 RESOLUTION: AWARD OF FLEET FUELING SERVICES
(Report: Nahid Razi, Purchasing Agent)**

Adopts RESOLUTION No. 096-16 to award contract to the SoCo Group, Inc. for Fleet Fueling Services in the estimated annual amount of \$750,000.00 for a period of one (1) year with four (4) one-year renewal options.

1.14 RESOLUTION: ENSURING CONTINUATION OF SALARY AND BENEFITS FOR MILITARY RESERVISTS CALLED TO ACTIVE DUTY AND FOR MILITARY RESERVISTS CALLED TO INACTIVE DUTY UNDER CERTAIN CONDITIONS (Report: Douglas Williford, City Manager)

Adopts RESOLUTION No. 097-16 extending the payment of some or all of the salary and benefits for regular (benefitted), full-time employees who are members of the military reserves and are called to active or to inactive duty under certain conditions. Unless otherwise required by law, the City would pay only the difference between the employee's City and military salaries.

Item 3.1 is considered at this time per the approved Agenda Change:

3. PUBLIC HEARINGS:

**3.1 673 SOUTH ANZA REZONING – ZONE RECLASSIFICATION NO. 2323
(Report: Anthony Shute, Deputy Director of Community Development)**

RECOMMENDATION: That the City Council

- Opens the Public Hearing and receive testimony;
- Closes the Public Hearing; and
- Moves to INTRODUCE the next ORDINANCE in order APPROVING Zone Reclassification No. 2323.

If approved, the City Clerk recites the title of the ordinance:

AN ORDINANCE APPROVING ZONE RECLASSIFICATION NO. 2323 FOR THE REZONING OF PROPERTY LOCATED ON THE EAST SIDE OF SOUTH ANZA STREET BETWEEN REDWOOD AND EAST WASHINGTON AVENUES FROM C-G (GENERAL COMMERCIAL) ZONE TO RM-2200 (RESIDENTIAL, MULTI-FAMILY, 2,200 SQ. FT.) ZONE; APN: 488-400-02-00; GENERAL PLAN DESIGNATION: MEDIUM DENSITY RESIDENTIAL (MR)

DISCUSSION

Deputy Director or Community Development, Anthony Shute, gave a summary of the Item.

Mayor Wells opened the public hearing.

No comments were offered.

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

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

MOTION BY McCLELLAN, SECOND BY BALES, to INTRODUCE the next ORDINANCE in order, APPROVING Zone Reclassification No. 2323.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

The City Clerk recited the title of the ordinance.

PUBLIC COMMENT:

Eveen Kanno, representing Senator Joel Anderson's Office, invited the Council to the Holiday Legislative Open House.

Russell Bowman, Pastor of Righteous Living Ministries, read the El Cajon Police Department Mission Statement. He stated that as a resident of El Cajon, he feels that the Mission Statement is not being upheld.

Carl Box stated that demonstrations in El Cajon have been peaceful, and there is no need for the police force that has been displayed against them.

Marie Little spoke about the value of justice. She asked why the officer involved in the shooting was still on the force after a sexual harassment case against him.

Ebonay Lee spoke about the excessive use of police force against the people participating in the peaceful demonstrations. She demands justice for the death of Alfred Olango, and that a Citizens Review Board be implemented.

Quis stated that if the police officer had been fired after the sexual harassment case against him, the death of Mr. Olango may have not happened. He demands justice for Alfred Olango, and said the protests will continue until justice is done.

Sam Charry, business owner spoke of the character of Council hopeful Ben Kalasho, as he feels he does not meet the basic requirements to serve on the city council.

In answer to a question by **Mayor Wells**, **City Attorney Foley** stated that to challenge the lack of qualifications of **Mr. Kalasho**, the speaker could file a claim with the Superior Court.

Lina Charry spoke against the character of Ben Kalasho. She has a claim against Mr. Kalasho for defamation of her character. She encourages **Council** to investigate his qualifications.

Duraid Hallak, owner of Tres Taqueria, stated that after declining to post a political sign for Mr. Kalasho, false ratings were posted making false accusations against his business.

Kay Miller, neighbor of Ben Kalasho, spoke of his poor character and stated she does not support his candidacy for City Council.

Mayor Wells explained that as **City Council** they cannot do anything to stop a candidate running for Council, but the citizens can speak their mind just as she has done today.

PUBLIC COMMENT: (Continued)

Tegan Daniels asked for a moment of silence for Alfred Olango. She demands justice for Alfred Olango, and stated that the demonstrations have been kept peaceful and the police should respect them.

Chris Leeper spoke about the Prince of Peace and calls on the community to serve a higher purpose.

Mary Case, Executive Director of Crisis House, spoke about the Housing and Urban Development Emergency Shelter and preventive services for domestic violence victims.

Patricia Zamora, Program Director of Crisis house, introduced Kathy, a victim of domestic violence who thanked the Council for their continued support of Crisis House.

***Recess called at 4:30 pm.
Meeting called back to order at 4:40 pm.***

Armand King - submitted a speaker card but left the chambers before being called.

Richard Graydon stated that psychological problems are becoming more common in our society, and that El Cajon needs trained officers to deal with citizens dealing with psychological problems. He also spoke about the homeless problem in the City.

Anthony Jimenez, Community Leader, stated that Alfred Olango was killed for being a black person. He demands Officer Gonzalves be terminated, and spoke of police brutality. **Mr. Jimenez** added that the community demands justice for the death of Alfred Olango.

David Miyashiro, Superintendent for Cajon Valley School District, thanked the Council for the community events for kids. He spoke about the miscellaneous threats received by schools, and stated how they rely on the Police Department and Fire Department to keep their schools and students safe.

Nick Liadis spoke about complaints against the Police Department.

Mayor Wells thanked the Police and Fire Departments for their hard work.

PUBLIC COMMENT ON DISTRICT ELECTIONS:

Mayor Wells announced a special Public Comment section for comments on District Elections, which will be available until the November Elections.

In answer to a question by **Robert Clark, City Manager Williford** clarified that after the districts have been drawn, all **Councilmembers** will be allowed to fulfill their service time but when they are up for re-election, they can only be run and be elected for the district they live in.

2. WRITTEN COMMUNICATIONS: None

4. ADMINISTRATIVE REPORTS:

4.1 SUMMARY OF DISTRICT ELECTIONS ("MEASURE S") EDUCATIONAL WORKSHOPS

(Report: Brett Channing, Deputy Director of Administrative Services)

RECOMMENDATION: That the City Council receive and file the report.

DISCUSSION

Deputy Director of Administrative Services, Brett Channing, gave a summary of the Item.

No Council Action is required.

4.2 RESOLUTION: DESIGNATION OF GENERAL FUND BALANCES (Report: Douglas Williford, City Manager/Clay Schoen, Director of Finance)

RECOMMENDATION: That the City Council adopts the next RESOLUTION in order to designate General Fund Balances.

DISCUSSION

City Manager Williford, gave a summary of the Item.

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

- Percentage of money being lost during recession;
- Revenues from hotels and car dealerships.

ADMINISTRATIVE REPORTS: (Item 4.2 – Continued)

MOTION BY McCLELLAN, SECOND BY BALES, to ADOPT RESOLUTION No. 098-16 to designate General Fund Balances.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

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: No Report

6.2 LEGISLATIVE REPORT - No Report

6.3 NEIGHBORHOOD PARK

RECOMMENDATION: That the City Council agree to place an agenda item on the November 15, 2016, City Council meeting to discuss the naming of a Neighborhood Park.

DISCUSSION

Mayor Wells gave a summary of the Item.

MOTION BY WELLS, SECOND BY McCLELLAN, to PLACE an agenda item on the November 15, 2016, City Council meeting to discuss the naming of a Neighborhood Park.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

ACTIVITIES REPORTS OF COUNCILMEMBERS

7.

COUNCILMEMBER GARY KENDRICK

Heartland Communications JPA; Heartland Fire Training JPA.

7.1 Council Activities Report/Comments

REPORT AS STATED.

8.

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.

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

In addition to the submitted report, **Councilmember Bales** stated she participated in Hauntfest as a judge.

11. JOINT COUNCILMEMBER REPORTS: None

12. GENERAL INFORMATION ITEMS FOR DISCUSSION: None

13. ORDINANCES: FIRST READING

13.1 INTRODUCTION OF ORDINANCES ADOPTING BY REFERENCE THE CALIFORNIA BUILDING CODE 2016 EDITION, THE CALIFORNIA ELECTRICAL CODE 2016 EDITION, THE CALIFORNIA MECHANICAL CODE 2016 EDITION, THE CALIFORNIA PLUMBING CODE 2016 EDITION, THE CALIFORNIA RESIDENTIAL CODE 2016 EDITION, THE CALIFORNIA FIRE CODE 2016 EDITION, THE CALIFORNIA GREEN BUILDING STANDARDS CODE 2016 EDITION, THE CALIFORNIA HISTORICAL BUILDING CODE 2016 EDITION, THE CALIFORNIA EXISTING BUILDING CODE 2016 EDITION, AND EXPANDING THE SCOPE OF EL CAJON MUNICIPAL CODE SECTION 15.92 TO INCLUDE EXPEDITED PERMIT PROCESSING FOR ELECTRIC VEHICLE CHARGING STATIONS AND ADVANCED ENERGY STORAGE SYSTEMS

RECOMMENDATION: That the City Council:

- Approves, by separate votes, the introduction of ordinances adopting by reference the following building standards for use within the City of El Cajon: the California Building Code 2016 Edition, the California Electrical Code 2016 Edition, the California Mechanical Code 2016 Edition, the California Plumbing Code 2016 Edition, the California Residential Code 2016 Edition, the California Fire Code 2016 Edition, the California Green Building Standards Code 2016 Edition, the California Historical Building Code 2016 Edition, the California Existing Building Code 2016 Edition, and to expand the scope of El Cajon Municipal Code section 15.92 to include expedited permit processing for electric vehicle charging stations and advanced energy storage systems;
- Requests the City Clerk to recite the titles of the ordinances; and
- Directs the City Clerk to set a public hearing for November 15, 2016 at 3:00 p.m. to consider Second Reading and adoption of the ordinances

If approved, the City Clerk recites the titles of the ordinance:

ORDINANCES: FIRST READING (Item 13.1 – Continued)

#13.1-A: Chapter 15.04 – California Building Code

MOTION BY McCLELLAN, SECOND BY WELLS, to INTRODUCE the Ordinance adopting by reference the California Building Code 2016 Edition.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

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

- AN ORDINANCE REPEALING CHAPTER 15.04 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA BUILDING CODE, 2016 EDITION, AS AMENDED, BY REFERENCE; AND ADDING A NEW CHAPTER 15.04 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE

#13.1-B: Chapter 15.20 – California Electrical Code

MOTION BY McCLELLAN, SECOND BY WELLS, to INTRODUCE the Ordinance adopting by reference the California Electrical Code 2016 Edition.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

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

- AN ORDINANCE REPEALING SECTION 15.20.010 OF CHAPTER 15.20 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA ELECTRICAL CODE, 2016 EDITION, AS AMENDED, BY REFERENCE; AND ADDING A NEW SECTION 15.20.010 TO CHAPTER 15.20 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE

#13.1-C: Chapter 15.48 – California Mechanical Code

MOTION BY McCLELLAN, SECOND BY WELLS, to INTRODUCE the Ordinance adopting by reference the California Mechanical Code 2016 Edition.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

ORDINANCES: FIRST READING (Item 13.1 - C – Continued)

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

- AN ORDINANCE REPEALING CHAPTER 15.48 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA MECHANICAL CODE, 2016 EDITION, AS AMENDED, BY REFERENCE; AND ADDING A NEW CHAPTER 15.48 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE

#13.1-D: Chapter 15.52 – California Plumbing Code

MOTION BY McCLELLAN, SECOND BY WELLS, to INTRODUCE the Ordinance adopting by reference the California Plumbing Code 2016 Edition.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

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

- AN ORDINANCE REPEALING CHAPTER 15.52 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA PLUMBING CODE, 2016 EDITION, AS AMENDED, BY REFERENCE; AND ADDING A NEW CHAPTER 15.52 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE

#13.1-E: New Chapter 15.54 – California Residential Code

MOTION BY McCLELLAN, SECOND BY WELLS, to INTRODUCE the Ordinance adopting by reference the California Residential Code 2016 Edition.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

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

- AN ORDINANCE REPEALING CHAPTER 15.54 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA RESIDENTIAL CODE, 2016 EDITION, AS AMENDED BY REFERENCE; AND ADDING A NEW CHAPTER 15.54 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE

ORDINANCES: FIRST READING (Item 13.1 – Continued)

#13.1-F: Chapter 15.56 – California Fire Code

MOTION BY McCLELLAN, SECOND BY WELLS, to INTRODUCE the Ordinance adopting by reference the California Fire Code 2016 Edition.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

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

- AN ORDINANCE REPEALING CHAPTER 15.56 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA FIRE CODE, 2016 EDITION, AS AMENDED, BY REFERENCE; AND ADDING A NEW CHAPTER 15.56 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE

#13.1-G: Chapter 15.60 – California Green Building Standards Code

MOTION BY McCLELLAN, SECOND BY WELLS, to INTRODUCE the Ordinance adopting by reference the California Green Building Standards Code 2016 Edition.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

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

- AN ORDINANCE REPEALING CHAPTER 15.60 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2016 EDITION, AS AMENDED, BY REFERENCE; AND ADDING A NEW CHAPTER 15.60 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE

#13.1-H: Chapter 15.84 – California Existing Building Code

MOTION BY McCLELLAN, SECOND BY WELLS, to INTRODUCE the Ordinance adopting by reference the California Existing Building Code 2016 Edition.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

ORDINANCES: FIRST READING (Item 13.1 – H – Continued)

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

- AN ORDINANCE REPEALING SECTIONS 15.84.010 AND 15.84.015 OF CHAPTER 15.84 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA EXISTING BUILDING CODE, 2016 EDITION, AS AMENDED, BY REFERENCE; AND ADDING NEW SECTIONS 15.84.010 AND 15.84.015 TO CHAPTER 15.84 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE

#13.1- I: New Chapter 15.88 – California Historical Building Code

MOTION BY McCLELLAN, SECOND BY WELLS, to INTRODUCE the Ordinance adopting by reference the California Historical Building Code 2016 Edition.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

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

- AN ORDINANCE ADDING A NEW CHAPTER 15.88 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA HISTORICAL BUILDING CODE, 2016 EDITION, BY REFERENCE; TO REGULATE ALL HISTORICAL BUILDINGS AND STRUCTURES IN THE CITY OF EL CAJON

#13.1-J: Chapter 15.92 – Expedited Processing for Small Rooftop Solar, Electric Vehicle Charging, and Advanced Energy Systems

MOTION BY McCLELLAN, SECOND BY WELLS, to INTRODUCE the Ordinance adopting by reference and to expand the scope of El Cajon Municipal Code section 15.92 to include expedited permit processing for electric vehicle charging stations and advanced energy storage systems.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

ORDINANCES: FIRST READING (Item 13.1 – J – Continued)

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

- AN ORDINANCE REPEALING CHAPTER 15.92 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; AND ADDING A NEW CHAPTER 15.92 TO TITLE 15 OF THE EL CAJON MUNICIPAL CODE FOR EXPEDITED PROCESSING OF PERMITTING FOR SMALL ROOFTOP SOLAR, ELECTRIC VEHICLE CHARGING STATIONS, AND ADVANCED ENERGY STORAGE SYSTEMS

14. ORDINANCES: SECOND READING AND ADOPTION - None

15. CLOSED SESSIONS

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

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

Name of Case: San Diego NAACP v. County of San Diego, et al.
United States District Court
Case No. 16-cv-02575-JLS-BGS

MOTION BY McCLELLAN, SECOND BY BALES, to ADJOURN to Closed Session at 5:29 p.m.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).

16. RECONVENE TO OPEN SESSION AT 5:42 P.M.

City Attorney Foley reported the following actions:

15.1 No Action was taken.

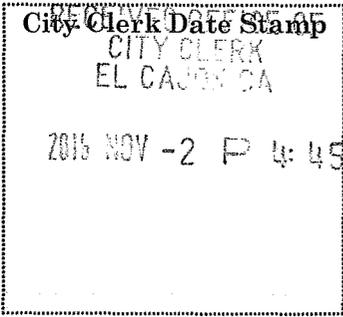
Adjournment: Mayor Wells adjourned the Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the Redevelopment Agency held this 25th day of October 2016, at 5:43 p.m. to Tuesday, November 15, 2016, at 3:00 p.m.

BELINDA A. HAWLEY, CMC
City Clerk/Secretary

DRAFT

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

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



City of El Cajon Agenda Report

MEETING: Nov. 15, 2016

ITEM NO: 1.4



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

FROM: Yazmin Arellano, City Engineer

SUBJECT: Request for Time Extension of Tentative Parcel Map (TPM) 634,
1984 Valley View Boulevard, Engineering Job No. 3113

RECOMMENDATION: That the City Council grants a one-year time extension for TPM 634, 1984 Valley View Boulevard, Engineering Job No. 3113, and sets the new expiration date to be December 19, 2017, in accordance with Municipal Code Section 16.12.110.

BACKGROUND: Public Works staff received a letter (copy attached) on August 27, 2016, from the property owner, Allen Sliwa, requesting a time extension for TPM 634. Resolution No. 189-06 conditionally approved TPM No. 634, with an expiration date of December 19, 2008, and was subsequently extended by the State Legislature until December 19, 2015. Section 16.12.110 of the Municipal Code allows for 3 one-year extensions. This request is the second of three allowable time extensions. The project site will be subdivided into two lots for the development of detached single-family residences.

FISCAL IMPACT: None. All costs are paid by the subdivider.

PREPARED BY:

REVIEWED BY:

APPROVED BY:

Yazmin Arellano
CITY ENGINEER

Majed Al-Ghafry
ASSISTANT CITY
MANAGER

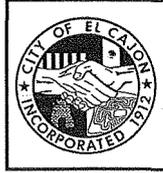
Douglas Williford
CITY MANAGER

Attachment:

- 1) Letter dated April 19, 2016

City Clerk Date Stamp

City of El Cajon



MEETING: Oct. 13, 2015

ITEM NO: _____

Agenda Report

DATE: September 8, 2015

TO: Mayor Lewis, Mayor Pro Tem McClellan and Council Members
Hanson-Cox, Kendrick and Ramos

FROM: Dennis Davies
Director of Public Works

SUBJECT: Request for Time Extension of Tentative Parcel Map (TPM) 634
1984 Valley View Boulevard
Engineering Job No. 3113

RECOMMENDATION: That the City Council grant a one-year time extension for TPM 634 and set the new expiration date to be October 19, 2016, in accordance with Municipal Code Section 16.12.110.

BACKGROUND: In a letter dated September 4, 2015, received by Public Works staff on September 4, 2015 (copy attached), Allen Silwa, the owner of the property, requested a time extension for TPM 634 due to funding constraints, to complete the conditions of approval and record the final map. Resolution No. 189-06 conditionally approved TPM 634 on December 19, 2006 with an expiration date of December 19, 2008, and was subsequently extended by the state legislature until October 19, 2015.

FISCAL IMPACT: None; all costs are paid by the subdivider.

PREPARED BY:

APPROVED BY:

Majed Al-Gafry
DIRECTOR OF PUBLIC WORKS

Douglas Williford
CITY MANAGER

Attachment

RESOLUTION NO. 189-06

RESOLUTION APPROVING TENTATIVE PARCEL MAP 634
FOR A TWO-LOT PARCEL MAP IN THE R-E-20 (RESIDENTIAL
ESTATES 20,000 SQ. FT.) ZONE ON PROPERTY LOCATED
ON THE EAST SIDE OF VALLEY VIEW BOULEVARD
BETWEEN SUNNYSIDE AVENUE AND GRANITE HILLS DRIVE,
AND ADDRESSED AS 1984 VALLEY VIEW BOULEVARD.
(Gilmore for Gilmore).

WHEREAS, Tentative Parcel Map 634, as submitted by Gilmore for Gilmore, requesting a two-lot subdivision in the R-E-20 (Residential Estates 20,000 St. Ft.) Zone on property located on the east side of Valley View Boulevard between Sunnyside Avenue and Granite Hills Drive, and addressed as 1984 Valley View Boulevard, has been filed with the City of El Cajon; and

WHEREAS, the Planning Commission of the City of El Cajon, after public hearing, has by Resolution No. 10392 recommended the approval of said Tentative Parcel Map 634 for a two-lot subdivision in the R-E-20 (Residential Estates 20,000 Sq. Ft.) Zone; and

WHEREAS, the City Council of the City of El Cajon, after public hearing, believes it to be in the best interest of the City to approve said Tentative Parcel Map, subject to compliance with certain conditions of improvement.

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

1. That Tentative Parcel Map 634 for a two-lot subdivision in the R-E-20 (Residential Estates 20,000 Sq. Ft.) Zone, as described above, is hereby approved.
2. The City Council finds this subdivision meets the requirements of the Subdivision Map Act (Government Code Section 66410, et seq.).
3. The improvements to be required for said proposed subdivision are hereby fixed as:
 - (a) Those requirements set forth in Title 16 of the El Cajon Municipal Code.
 - (b) Compliance with the conditions set forth in Planning Commission Resolution No. 10392.

PASSED AND ADOPTED by the City Council of the City of El Cajon, California at an Adjourned Regular Joint City Council/Redevelopment Agency Meeting held this 19th day of December, 2006, by the following vote to wit:

AYES	:	Lewis, Hanson-Cox, Kendrick, McClellan, Ramos
NOES	:	None
ABSENT	:	None
DISQUALIFY	:	None


Mark Lewis, Mayor of the City of El Cajon

ATTEST:


Kathie Rutledge, City Clerk

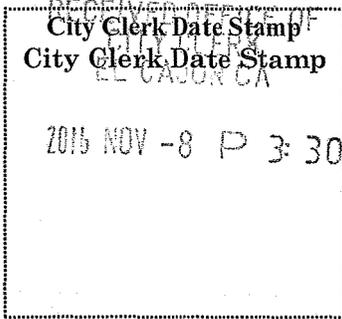
To City Engineer of El Cajon (Michael Cardoza & Christine Jaboro)

My name is Allen Sliwa; I am the owner of 1984 Valley View Blvd. I am asking for an extension on Tentative Parcel Map 634. I am requesting the extension due to funds. I need more time to complete the project based upon the investment required to finalize. As you can see in the plans, there are many requirements to complete the project, which is the reason for the request.

Please let me know if you have any questions. My cell phone is 619-672-0770

Thank you

Allen Sliwa



City of El Cajon Agenda Report

MEETING: Nov. 15, 2016

ITEM NO: 1.5



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

FROM: Douglas Williford, City Manager

SUBJECT: Approval of Side Letter of Agreement for Non-Management Staff in the Police Communications Center

RECOMMENDATION: That the City Council approve the Side Letter of Agreement between the El Cajon Municipal Employees' Association (ECMEA) and the City, increasing the salary of the Supervising Police Dispatcher, Police Dispatcher and Public Safety Communications Operator classifications by 3.0% effective the first full pay period January 2017.

BACKGROUND: At the request of staff in the Police Communications Center (PCC), we reviewed salary and benefit data for non-management positions in the PCC. We noted that all of the classifications were at least 12% below the median for agencies the County. We also noted that the PCC is the only non-safety division in the City of El Cajon that operates 24 hours each day, 365 days of the year. Staff in the PCC are also responsible for public and Police Officer safety in a high stress environment.

We then confirmed that eight of the City's staff at the PCC had either retired or separated from service in the past 36 months. This is a significant level of turnover that has resulted in mandatory overtime for PCC staff as well as other staff within the department that are asked to fill in as necessary.

The affected bargaining group, the Municipal Employees' Association (MEA), has approved these increases as evidenced by the attached side letter agreement.

FISCAL IMPACT: Based on the current number of positions (four Supervising Police Dispatchers, eleven Police Dispatchers, and five Public Safety Communications Operators) we estimate that the City's additional cost for the remaining six months of fiscal year 2017 will be between \$20,000 and \$26,000 in salary and benefits.

PREPARED AND APPROVED BY:



Douglas Williford
CITY MANAGER

SIDE LETTER OF AGREEMENT

BETWEEN

THE CITY OF EL CAJON

AND

THE EL CAJON MUNICIPAL EMPLOYEES' ASSOCIATION

This Side Letter of Agreement ("Agreement") between the City of El Cajon ("City") and the El Cajon Municipal Employees' Association ("ECMEA") (collectively "Parties") is entered into with respect to the following:

WHEREAS, ECMEA requested a salary adjustment for Supervising Police Dispatchers, Police Dispatchers, and Public Safety Communications Operators; and

WHEREAS, the City has determined that the market salary increase is appropriate.

NOW THEREFORE, the parties agree as follows:

1. All ECMEA employees in the classification of Supervising Police Dispatcher will receive a salary increase of 3.0% effective the first full pay period in January 2017.
2. All ECMEA employees in the classification of Police Dispatcher will receive a salary increase of 3.0% effective the first full pay period in January 2017.
3. All ECMEA employees in the classification of Public Safety Communications Operator will receive a salary increase of 3.0% effective the first full pay period in January 2017.

FOR THE CITY OF EL CAJON:

Douglas Williford, City Manager

Date

FOR THE EL CAJON MUNICIPAL EMPLOYEES' ASSOCIATION



Samantha Scheurn, President

11-7-16

Date

City Clerk Date Stamp

RECEIVED OFFICE OF
CITY CLERK
EL CAJON CA

2016 NOV -8 P 2: 18

City of El Cajon Agenda Report

MEETING: Nov. 15, 2016

ITEM NO: 1.6



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

FROM: Nahid Razi, Purchasing Agent

SUBJECT: Award of RFQ No. 400220, Installation of Street Lights (LED Program)

RECOMMENDATION: That the City Council:

- 1) Finds the seventh low bidder non-responsive for the reason set forth in this agenda report;
and
- 2) Adopts the next RESOLUTION in order awarding the project to the lowest responsive,
responsible bidder, C.T.E., Inc., in the amount of \$13,845.00.

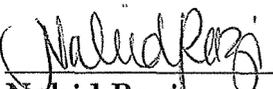
BACKGROUND: On June 28, 2016, the City Council approved the budget for installation of street lights for the LED program. Thirty prospective bidders obtained bid packages and eight responses were received and opened at 2:00 p.m., October 20, 2016.

The bid specifications stated that a proposal may be rejected due to any alterations of form, additions not called for, or conditional bids. The seventh low bidder, PAR Electrical Contractors, Inc., submitted a quote with revisions to the City of El Cajon's Policy D-3 requirements regarding insurance coverage. City staff has deemed the bidder non-responsive for providing a conditional bid.

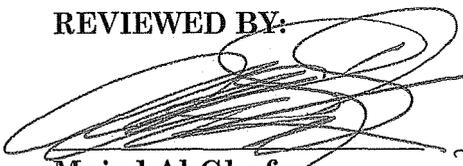
Purchasing, in concurrence with the Assistant City Manager, recommends award of the bid to the lowest responsive, responsible bidder, C.T.E., Inc. The summary of quotes is attached and complete proposals are on file in Purchasing.

FISCAL IMPACT: The fiscal impact of this project is \$13,845.00. Sufficient funds are available in Activity/Account #550000-9065-PW3577 – Street Light LED Retrofit Program 2017.

PREPARED BY:


Nahid Razi
PURCHASING AGENT

REVIEWED BY:


Majed Al-Ghafry
ASSISTANT CITY
MANAGER

APPROVED BY:


Douglas Williford
CITY MANAGER

QUOTE SUMMARY – RFQ NO. 400220

BIDDER

TOTAL RFQ AMOUNT

C.T.E., Inc. (El Cajon, CA)	\$13,845.00*
Traffic Development Services, Inc. (Moorpark, CA)	\$15,762.00
HMS Construction, Inc. (Vista, CA)	\$15,975.00
Sutherlin Contracting, Inc. (El Cajon, CA)	\$18,315.87
Hanson Electric, Inc. (Lakeside, CA)	\$28,755.00
Lekos Electric (El Cajon, CA)	\$30,033.00
PAR Electrical Contractors, Inc. (Escondido, CA)	Non-responsive
M. Brey Electric, Inc. (Beaumont, CA)	\$36,423.00

ENGINEER'S ESTIMATE \$17,900.00

* RECOMMEND AWARD

RESOLUTION NO. -16

RESOLUTION AWARDING BID FOR
INSTALLATION OF STREET LIGHTS (LED PROGRAM)
(RFP No. 400220 / PW3577)

WHEREAS, on June 28, 2016, the City Council approved a budget for the Installation of Street Lights (LED Program) project in the City of El Cajon, to retrofit existing high pressure sodium street lights with City-purchased LED street lights, involving installation of approximately 213 street lights throughout the City of El Cajon; and

WHEREAS, bids for the Project were solicited on September 21, 2016; and

WHEREAS, thirty (30) prospective bidders obtained bid packages, and eight (8) responses to the Invitation to Bid for Installation of Street Lights (LED Program) were received and publicly opened at 2:00 p.m. on October 20, 2016; and

WHEREAS, the bid specifications stated that a proposal may be rejected due to any alterations of form, additions not called for, or conditional bids; and

WHEREAS, the seventh low bidder, PAR Electrical Contracts, Inc., submitted a quote with revisions to the City of El Cajon's Policy D-3 requirements regarding insurance coverage, and was therefore deemed non-responsive by City staff for providing a conditional bid; 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 hereby finds the foregoing recitals to be true and correct, and are the findings of the City Council.

2. The City Council hereby finds the bid submitted by PAR Electrical Contracts, Inc., to be non-responsive due to its revisions to the City of El Cajon's Policy D-3 requirements regarding insurance coverage and, therefore, it shall not be considered in the award of RFP No. 400220.

3. The City Council does hereby reject all other bids and proposals except that hereinbelow mentioned, and awards the bid for Installation of Street Lights (LED Program) to:

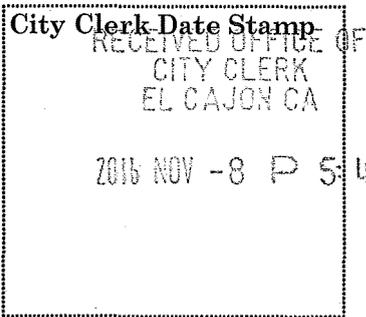
C.T.E., Inc.

in the amount of \$13,845.00.

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

11/15/16 (Item 1.6)

RFP 400220 - Installation of Street Lights (LED Retrofit Prog) (CTE, Inc) awd 110816



City of El Cajon Agenda Report

MEETING: Nov. 15, 2016

ITEM NO: 1.7



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

FROM: Majed Al-Ghafry, Assistant City Manager

SUBJECT: Johnson Avenue Sewer Relief Project Phase II, WW3250-2, MOU with Cajon Valley Union School District and JKC Palm Springs Automotive, Inc.

RECOMMENDATION: That the City Council:

1. Adopts the next RESOLUTION in order approving a three-party Memorandum of Understanding (MOU) with Cajon Valley Union School District (CVUSD) and JKC Palm Springs Automotive, Inc. (Team Kia), which itemizes the terms for the acquisition of new sewer easements; and
2. Authorizes the City Manager to execute the MOU with CVUSD and Team Kia.

BACKGROUND: On February 9, 2016, the City Council, approved the award of pre-construction services to SC Valley Engineering, Inc. (SCVE), in accordance with the City's new Alternative Procurement Method of Construction Manager at Risk, to collaborate with City staff and the City's design consultant, Atkins North America, to perform value engineering of the existing design of the Johnson Avenue Sewer Relief Project, which was originally bid in October 2014.

Over the past six months, SCVE, in collaboration with City staff, has proposed many modifications to the Phase II project design to improve constructability and reduce costs, one of which was a change in the pipeline alignment. The changes recommended by the team make it necessary to negotiate new easements. New easements have been acquired from Seritage (Sears Holding Company), Starwest Parkway Mall, LLP, and Sunterra HOA. The MOU and easement acquisition from CVUSD and Team Kia represents the last property owner negotiation to be completed to implement the project. Team Kia and CVUSD have approved and executed the MOU securing the easement dedications.

Staff is recommending that the City Council approve the three-party MOU and authorize the City Manager to execute the agreement.

FISCAL IMPACT: City staff negotiated the terms of the MOU without direct monetary compensation for the easements. However, additional work, included in the construction contract and the Contractor's Guaranteed Maximum Price, benefits both Team Kia and CVUSD, and serves as valuable consideration for acquisition of the easements. Sufficient Wastewater funds have been budgeted for Fiscal Year 2016-17 to perform the additional construction work to acquire those easements.

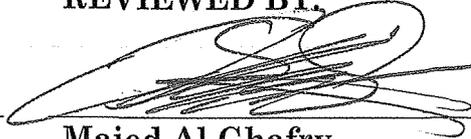
PREPARED BY:

REVIEWED BY:

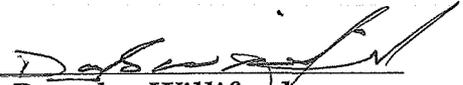
APPROVED BY:



Dennis Davies
DEPUTY DIRECTOR
OF PUBLIC WORKS



Majed Al-Ghafry
ASSISTANT CITY
MANAGER



Douglas Williford
CITY MANAGER

Attachment: Three-party MOU

RESOLUTION NO. -16

A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF EL CAJON
APPROVING A THREE-PARTY
MEMORANDUM OF UNDERSTANDING WITH
CAJON VALLEY UNION SCHOOL DISTRICT
AND JKC PALM SPRINGS AUTOMOTIVE, INC.,
TO ESTABLISH THE TERMS FOR
ACQUISITION OF NEW SEWER EASEMENTS FOR THE
JOHNSON AVENUE SEWER RELIEF PROJECT – PHASE II

WHEREAS, on February 9, 2016, the City Council approved the award of a contract for pre-construction services to S.C. Valley Engineering, Inc., ("SCVE") in accordance with the City of El Cajon (the "City") alternative procurement procedures for design and construction of capital improvement projects; and

WHEREAS, the pre-construction services allowed SCVE to collaborate with City staff and the City's design engineer to evaluate the current design and provide recommendations for the final design of the Johnson Avenue Sewer Relief Project – Phase II (the "Project"); and

WHEREAS, as a result of alterations in the actual construction of Phase I, changes in the pipeline alignment for Phase II were implemented at the recommendation of the City's contractor and consulting engineer, and original easements conveyed to the City by Sears Roebuck and Star-West Parkway Mall, LP in 2014 were no longer necessary and have been vacated; and

WHEREAS, new sewer easements have been acquired from Seritage (Sears Holding Company), Starwest Parkway Mall, LLP, and Sunterra HOA, and acquisition of additional new easements from Cajon Valley Union School District ("CVUSD") and JKC Palm Springs Automotive, Inc. ("Team Kia") represent the final property negotiation necessary to implement the Project; and

WHEREAS, City staff has negotiated terms of a three-party Memorandum of Understanding (the "MOU") for easement acquisition from CVUSD and Team Kia without direct monetary compensation, and the additional work included in the construction contract for the Project; as a result SCVE's Guaranteed Maximum Price benefits both CVUSD and Team Kia, and serves as valuable consideration for acquisition of the easements; and

WHEREAS, the parties desire to enter into the MOU to set forth the terms and conditions for the successful completion of the Project, and staff is recommending that the City Council approves the MOU and authorizes the City Manager to execute the MOU.

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby approves the execution of a Memorandum of Understanding between the City of El Cajon, Cajon Valley Union School District, and JKC Palm Springs Automotive, Inc., substantially in the form as presented to the City Council in this meeting, with such changes as may be approved by the City Manager.
3. The City Manager and City Clerk are hereby authorized and directed to execute said Memorandum of Understanding for and on behalf of the City of El Cajon.

11/15/16 (Item No. 1.7)

Approve MOU w-CVUSD & JKC Palm Springs Automotive (Team Kia) for JASRP-II 110816

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
EL CAJON, JKC AUTOMOTIVE GROUP, INC. AND CAJON VALLEY UNION SCHOOL
DISTRICT REGARDING
THE JOHNSON AVENUE SEWER RELIEF PROJECT-PHASE II**

Parties

This Memorandum of Understanding (the "MOU") is made by and between the City of El Cajon, a charter city and municipal corporation (the "City"), JKC Palm Springs Automotive, Inc. ("Kia") and Cajon Valley Union School District ("School," or the "Property Owner") regarding the Johnson Avenue Sewer Relief Project. The City, Kia and the School may be referred to herein each as a "Party," and together as the "Parties".

Recitals

WHEREAS, the City of El Cajon intends to construct a new sewer pipeline along Johnson Avenue south of Interstate 8 to Madison Avenue and along Madison Avenue to Compton Alley, known as the Johnson Avenue Sewer Relief Project-Phase II (the "Project"), for the purpose of correcting sewer capacity deficiencies identified in the City's Sewer Master Plan; and

WHEREAS, the Project requires cooperation between the Parties because the proposed alignment of the Project involves construction of portions of the pipeline on the School's properties, and requires the granting of easements between the City and the School to accommodate the Project alignment; and

WHEREAS, the City Council approved a Mitigated Negative Declaration (the "MND") and a Mitigation, Monitoring, and Reporting Program (the "MMRP") to mitigate any adverse environmental effects resulting from construction of the Project, including any acquisition of easements by the City (the "Final Environmental Determination"), which Final Environmental Determination for the Project was approved and certified at a public hearing on September 11, 2012.

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding regarding certain aspects of the Project and the Parties' respective responsibilities, including the agreement of the parties regarding the proposed Project location and alignment, and the City's responsibilities related to minimizing Project impacts on the School property and Kia's operations.

WHEREAS, the School has leased the property along Johnson Avenue to JKC El Cajon, LLC an entity affiliated with Kia, and the project will affect the operations of Kia.

WHEREAS, Kia operates and maintains a vehicle sales operation on the School's property and depends on uninhibited visibility and access for the successful sale of inventory to the buying public.

WHEREAS, Kia desires the City and the City's contractor to take all necessary and feasible precautions to maintain uninhibited visibility and access to Kia's leasehold for the public, employees, and vendors, and for the delivery and transfer of inventory to and from Kia's access driveways.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

- 1. Administration of MOU:** Each party identifies the following individual to serve as the authorized representative for that party. Any party may change its representative by notifying the other party in writing of such change.

City of El Cajon: Douglas Williford, City Manager

Cajon Valley Union School District: Scott Buxbaum, Assistant Superintendent

JKC Palm Springs Automotive, Inc.: John Kiefer, President

2. Parties' Responsibilities

2.1. Responsibilities of the School:

- 2.1.1. The School has been provided with draft plans depicting the proposed Project location and alignment and agrees to the proposed location and alignment for the Project pipeline as shown on the plans and on **Exhibit A**. It is expressly understood, however, that the proposed location is subject to the alignment for the Project pipeline on properties not owned by the School; should memoranda of understanding between the City and third parties owning properties affected by the proposed alignment of the Project, consistent with the proposed alignment as set forth in this MOU, not be obtained by the City, or should the City fail to obtain easements or rights-of-way consistent therewith then, in that event, the School may terminate this MOU and it shall become null and void.
- 2.1.2. The School acknowledges that the proposed location and alignment for the Project is subject to minor revision as a result of final design, the discretionary governmental approvals required for the Project, or other reasons as determined by the City.
- 2.1.3. The School shall receive no monetary compensation for the new sewer line easement and Temporary Use Area for the Project. The School will receive good and valuable consideration with restoration and in-kind improvements made to the property that include re-grading, re-landscaping, repaving, restriping, on the property outside and inside the area depicted in **Exhibit A, Easement** and **Exhibit B, Temporary Use Area**.
- 2.1.4. The School will be required to assist with the location of all existing underground utility services by providing drawings and mapping of existing facilities and including subsurface exploration in the construction zone.

As a part of the proposed alignment for the Project, the School will grant to the City a permanent sewer easement 20 feet in width, **Exhibit C-1**, to accommodate the portions of the Project on the School's properties leased by Kia, and shall also grant to the City an additional temporary Working Easement as shown on **Exhibit C-2**. The School will also grant a permanent 30-foot easement, **Exhibit C-3**, over the 15-foot strip of land owned by the School but not leased by Kia.

- 2.1.5 The School will allow temporary use of the property depicted on **Exhibit B herein designated as the Temporary Use Area ("TUA")** with the following requirements:
 - 2.1.5.1 The City will move the onsite storage sheds to a nearby location to be determined by the School.
 - 2.1.5.2 The City will provide a secured fence and screen to separate the school yard from the TUA.
 - 2.1.5.3 The City will demolish existing asphalt pavement within the TUA and construct a new asphalt parking lot as per **Exhibit D**.

2.2.3.2 The City will install a temporary screen along the east side of the school yard to visually separate the school yard from construction activities along the adjacent alley.

2.2.4 The City will include details for construction on the Project plans at the time of final design. The City will coordinate with the construction contractor and Kia with regards to proposed staging areas, phasing of construction operations including timing and sequencing of any driveway constraints, temporary construction signage clearly depicting proposed access paths, traffic control measures, and construction fencing locations and details adjacent to work areas. Those details once determined will be subject to review and approval by the School and Kia.

2.2.5 The City and the City's contractor will take all necessary and feasible measures to insure and maintain uninhibited access to Kia's driveways. The City's contractor will provide designated personnel to manage traffic in and out of driveways to minimize any inconvenience for Kia's customers, employees and suppliers. The City will provide temporary signage and other visible queues to assist the visiting public, customers, vendors and employees with access to and from the site as follows:

2.2.5.1 The City's contractor will construct a plywood screen/barrier ten-feet high maximum to shield the construction zone from the sales lot, beginning at the north property line and continuing along the pipeline alignment to the back of sidewalk on Johnson Avenue.

2.2.5.2 The City will purchase or compensate Kia for the making and installation of a temporary sign/building wrap with a maximum of four -foot high lettering stating that the store is open during construction and stating an advertising quotation consistent with Kia's current marketing campaign, such as "2 Kia for \$222". Sign to be removed at completion of pipeline construction on Johnson Avenue.

2.2.5.3 The City will install a temporary ten-foot high post with a sign at the main driveway entrance to be paid for or provided by the City that states "Kia/Enter Here" with a bold directional arrow.

2.2.5.4 The City will install or pay for the installation of a number of color keyed balloons to line the store frontage to be anchored in a configuration to attract attention to the main driveway entrance.

2.2.5.5 The signs and balloons described above will be thematically coordinated with Kia's advertising campaign and either provided by Kia at the expense of the City or at the City's discretion, provided by and installed by the City's Contractor.

2.2.5.6 During construction on Johnson Avenue, traffic will be channelized (Cone Zone) to one lane in each direction with a posted and enforced speed limit of twenty-five miles per hour. Coned Zone will provide sufficient space to accommodate staging of transport deliveries/removals and transfers of vehicle inventory. At night the road will be open to all lanes in both directions except where equipment will be stored in the street.

2.2.5.7 When the pipeline construction is planned to cross Kia's driveway, work will be coordinated with Kia for nighttime work to begin at 10:00 p.m. in

the evening so as not to be block the main driveway during daytime working hours.

- 2.2.5.8 The City's contractor will provide a minimum of two traffic control and driveway monitors/flaggers that will monitor traffic entering and exiting Kia's main and auxiliary lots to facilitate the free movement of customers, vendors, and employees to and from both sides of Johnson Avenue and the movement of inventory from one side of the street to the other.
- 2.2.5.9 Driveway monitors will be in radio contact with each other and a person designated by Kia to facilitate rapid response to any traffic situation that may arise with respect to paragraph 2.2.5.7 above. The City's contractor will provide Kia a compatible radio for this purpose.
- 2.2.5.10 The City will expedite the plan check and approval of Kia's plans to construct auxiliary parking on the west side of Johnson Avenue. The City prefers to have the newly constructed lot completed in the advance of the City's work on Johnson Avenue estimated to be as early as March 2017.
- 2.2.6 The City agrees that any contaminated soils identified during Project construction shall be disposed of in compliance with all applicable laws and regulations subject to a waste pile permit and waste discharge permit. The Regional Water Quality Control Board ("RWQCB") maintains jurisdiction over the excavation, management, and reuse of contaminated soils for the Project. The RWQCB has determined that contamination levels for soils and ground water at or near the Project are below Environmental Screening Levels ("ESL's") and can be reused at the same location for trench backfill. All work to remove soil, stockpile, and reuse soil for backfill is subject to terms and conditions of a stock pile permit issued by the RWQCB.
- 2.2.7 As a part of the Project, the City will include measures to address soil erosion in the final construction drawings, or SWPPP, including appropriate erosion control, stabilization and screening, pavement cleaning and dust control, and construction vehicle access.
- 2.2.8 As a part of the Project, the City will repair all pavement disturbed by construction with new paving, stripping and sealer to restore the pavement to its previous condition including grading, paving, restriping, repair or re-installation of turf, landscaping, lighting, irrigation, and concrete block wall, as referenced on the construction plans and as shown on **Exhibit A**. The City shall provide details for pavement repair and replacement on the construction plans for the Project consistent with **Exhibit E**.
- 2.2.9 The City will comply with the specifications for trench repair that are attached as **Exhibit E**. The City's inspector shall conduct testing to verify that trench backfill and pavement patching has been completed in accordance with the plans and specifications and good engineering practices, and shall provide the test results to the Property Owner.
- 2.2.10 The City will repair or arrange for the repair of all damage to Kia's leasehold and the School's property caused by the construction activity for the Project in order to restore the property to its previous condition, at no cost to the School or Kia.

All contracts and agreements between the City and third parties for work related to the Project shall include a provision requiring prompt repair of any incidental damage to the School's property as a result of construction, including damage to buildings, sidewalks and parking lots. All repair work shall include a one-year warranty period, secured by surety bonds.

- 2.2.11 In designing the Project, the City will provide specifications to its contractor to protect and maintain existing utilities, such as water and dry utilities, during construction to avoid interruption of service. The City shall conduct testing such as potholing, sounding and die testing as needed to verify horizontal and vertical location of critical utilities within the Project construction zone. The Property Owners shall cooperate as necessary with the identification of existing utilities in the construction zone.
 - 2.2.12 The City shall coordinate the timing of significant construction activities, such as "cutovers" from existing pipelines to new pipelines, with the designated representatives from the School and/or Kia.
 - 2.2.13 Once a construction schedule has been prepared by the contractor, the City will coordinate key milestones with Kia and the School. Construction on Madison Avenue will be restricted to the School's summer and winter breaks when school is not in session.
 - 2.2.14 The City agrees to hold harmless the School and Kia from any claims or liability related to the NPDES Notice of Intent, which shall be filed by the City as the designated responsible party with the consent of the Property Owner.
 - 2.2.15 The City agrees that the School and Kia shall incur no additional costs in connection with the new sewer line, including special assessments.
 - 2.2.16 The City shall indemnify, defend and hold harmless the Kia, and the School, its appointed boards, officials, officers, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, levies, costs and expenses of whatever nature, including reasonable attorney's fees arising out of the City's work to build the project.
- 3. **Conformance with Rules and Regulations:** The Parties shall comply with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, in connection with the Project and their performance under this Agreement.
 - 4. **Third-Party Beneficiaries Excluded:** This MOU is intended solely for the benefit of the named parties. Any benefit to any third party is incidental and does not confer on any third party to this MOU any rights whatsoever regarding the performance of this MOU. Any attempt to enforce provisions of this MOU by third parties is specifically prohibited.
 - 5. **Governing Law:** This MOU shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
 - 6. **Amendments to MOU:** Any party may propose amendments to this MOU by providing written notice of such amendments to the other parties. This MOU may only be amended by a written document signed by each party's authorized representative.

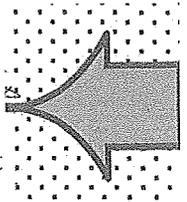
7. **Severability:** If any terms or provisions of this MOU or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOU, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOU shall be valid and enforced to the maximum extent permitted by law.
8. **Integration:** This MOU represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
9. **Scope of MOU:** This MOU only applies to the Project described herein and does not set forth any additional current or future obligations or agreements between the parties.
10. **Counterparts:** This MOU may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

CITY OF EL CAJON

CAJON VALLEY UNION SCHOOL DISTRICT

By: _____
Douglas Williford, City Manager

By: Scott A. Buxbaum
Scott Buxbaum, Assistant Superintendent



Dated: _____

Dated: 10/19/16

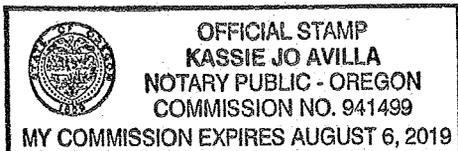
JKC PALM SPRINGS AUTOMOTIVE, INC.

By: John P. Kiefer, II
John P. Kiefer, II, President

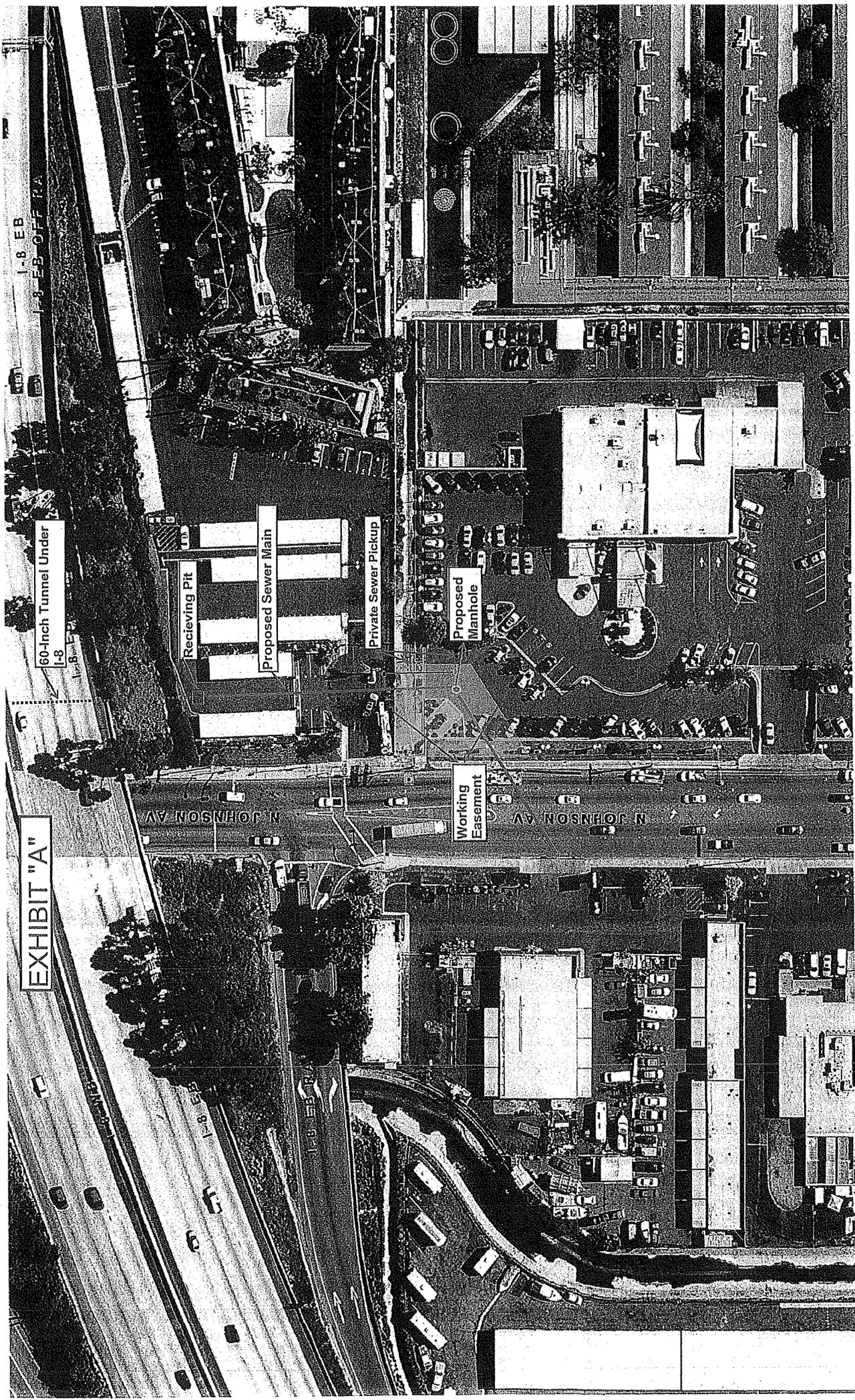
Dated: 10/12/2016

STATE OF OREGON)
) ss.
County of Lane)

SUBSCRIBED AND SWORN to before me this 10th day of October, 2016, by John P. Kiefer, II, as President of JKC Palm Springs Kia Inc.



Page 7 of 7 Kassie Jo Avilla
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8/06/19



60-Inch Tunnel Under
I-8

Receiving Pit

Proposed Sewer Main

Private Sewer Pickup

Proposed
Manhole

Working
Easement

EXHIBIT "A"

N JOHNSON AV

N JOHNSON AV

I-8 EB

I-8 EB OFF R/A

I-8 EB

I-8 WB

EXHIBIT "B"



Temporary Use Area

Search Google

EXHIBIT C-1

EXHIBIT "A"

SEWER EASEMENT

APN: 482-260-17

LEGAL DESCRIPTION

THAT PORTION OF PARCEL 1, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP NO. 15479, FILED ON DECEMBER 01, 1988 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 1, SOUTH 89°35'44" EAST (RECORD NORTH 89°59'42" EAST PER PARCEL MAP NO. 15479), 30.86 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°35'44" EAST, 20.00 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°28'49" WEST, 31.64 FEET;

THENCE SOUTH 60°28'49" WEST, 57.34 FEET TO THE WESTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°22'21" EAST (RECORD NORTH 00°01'37" WEST PER PARCEL MAP NO. 15479), 13.50 FEET TO THE BEGINNING OF A 1010.00 FOOT RADIUS CURVE, CONCAVE WEST;

THENCE CONTINUING NORTHERLY ALONG SAID WESTERLY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°32'30", AN ARC DISTANCE OF 9.55 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 60°28'49" EAST, 34.35 FEET;

THENCE NORTH 00°28'49" EAST, 20.07 FEET TO THE TRUE POINT OF BEGINNING;

END OF DESCRIPTION

THE BEARINGS USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, PER THE NORTH AMERICAN DATUM OF 1983.

SAID EASEMENT CONTAINS 0.033 ACRES MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

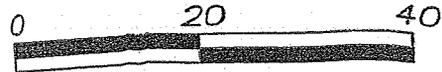
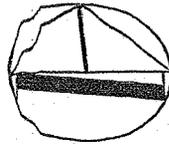
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.


ARMAND A. MAROIS PLS 5941

7/12/2016
DATE



EXHIBIT 'B' SEWER EASEMENT

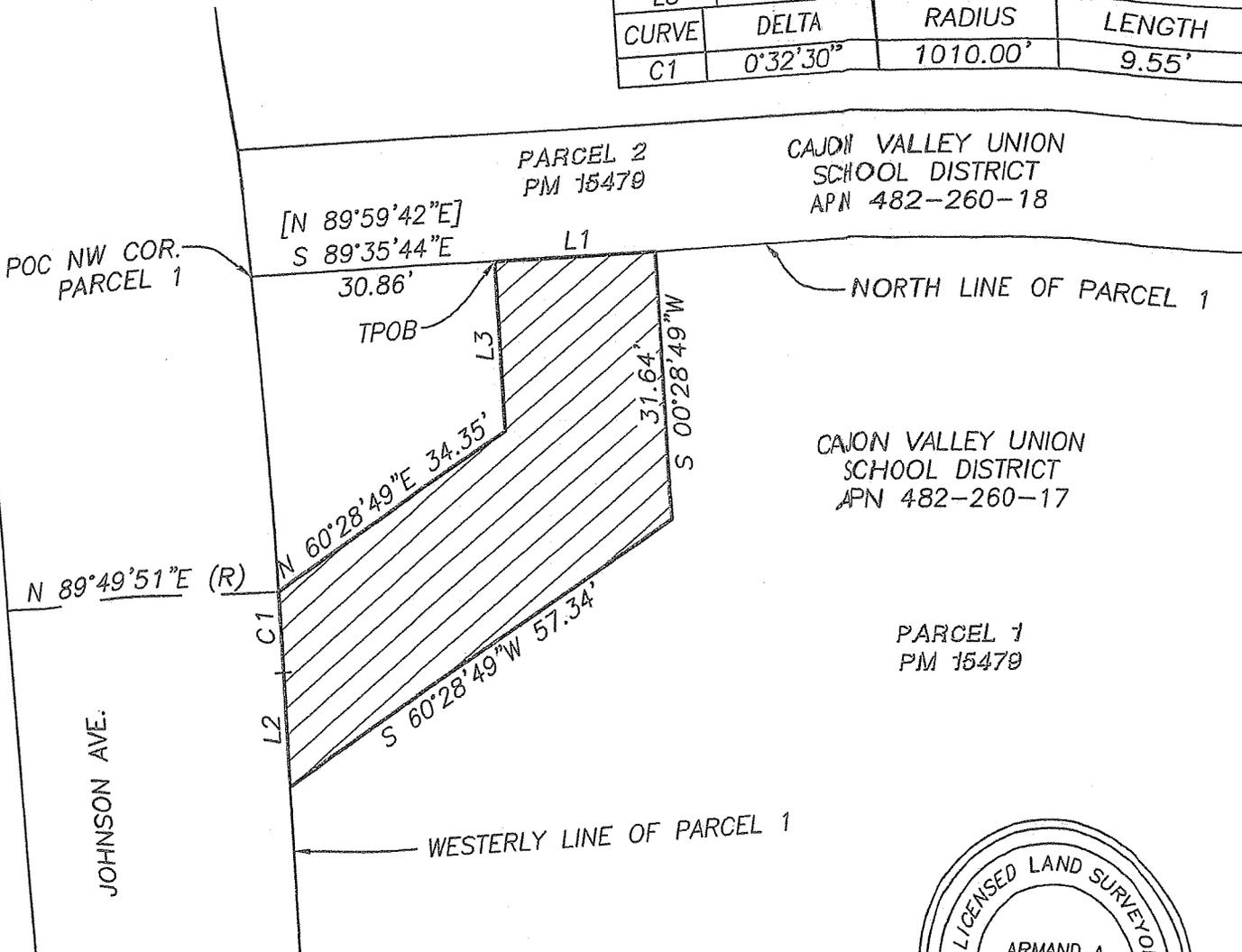


SCALE: 1" = 20'

LEGEND

- = EASEMENT AREA 0.033 AC
- [] = RECORD DATA PER PM 15479
- TPOB = TRUE POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT

COURSE	BEARING	DISTANCE	
L1	S 89°35'44" E	20.00'	
L2	N 00°21'21" E	13.50'	
	[N 00°01'37" W]		
L3	N 00°28'49" E	20.07'	
CURVE	DELTA	RADIUS	LENGTH
C1	0°32'30"	1010.00'	9.55'



CAJON VALLEY UNION
SCHOOL DISTRICT
APN 482-260-18

CAJON VALLEY UNION
SCHOOL DISTRICT
APN 482-260-17

PARCEL 1
PM 15479

bHA Inc.
land planning, civil engineering, surveying
5115 Avenida Encinas
Suite L
Carlsbad, California 92008-4387
(760) 931-8700

Armand A. Marois
ARMAND A. MAROIS P.L.S. 5941
DATE: 7/12/2016

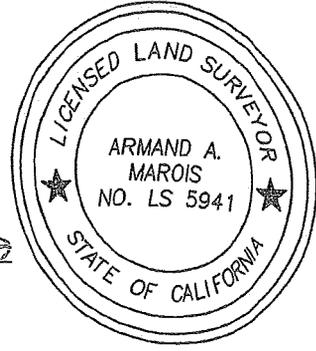


EXHIBIT C-2

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

APN: 482-260-17

LEGAL DESCRIPTION

THAT PORTION OF PARCEL 1, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP NO. 15479, FILED ON DECEMBER 01, 1988 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 1, SOUTH 89°35'44" EAST (RECORD NORTH 89°59'42" EAST PER PARCEL MAP NO. 15479), 50.86 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°35'44" EAST, 10.00 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°28'49" WEST, 37.43 FEET;

THENCE SOUTH 60°28'49" WEST, 68.87 FEET TO THE WESTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°22'21" EAST (RECORD NORTH 00°01'37" WEST PER PARCEL MAP NO. 15479), 11.53 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 60°28'49" EAST, 57.34 FEET;

THENCE NORTH 00°28'49" EAST, 31.64 FEET TO THE TRUE POINT OF BEGINNING;

END OF DESCRIPTION

THE BEARINGS USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, PER THE NORTH AMERICAN DATUM OF 1983.

SAID EASEMENT CONTAINS 0.022 ACRES MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

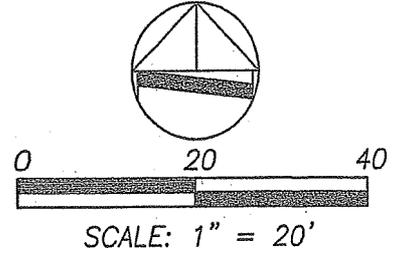
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.


ARMAND A. MAROIS PLS 5941

7/12/2016
DATE

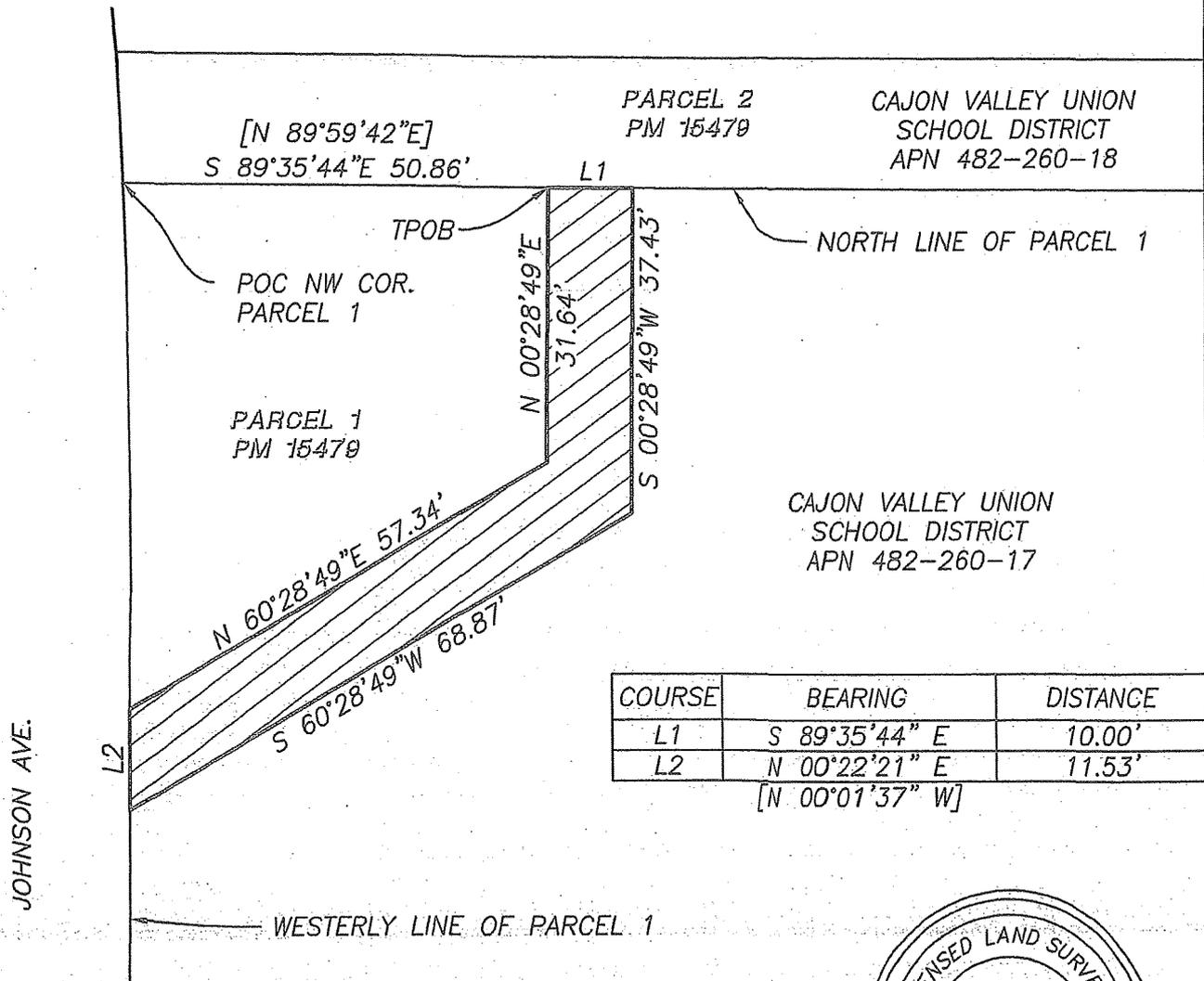


EXHIBIT 'B' TEMPORARY CONSTRUCTION EASEMENT



LEGEND

- = EASEMENT AREA 0.022 AC
- [] = RECORD DATA PER PM 15479
- TPOB = TRUE POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT



COURSE	BEARING	DISTANCE
L1	S 89°35'44" E	10.00'
L2	N 00°22'21" E	11.53'
	[N 00°01'37" W]	

bha, inc.
 land planning, civil engineering, surveying
 5115 Avenida Encinas
 Suite L
 Carlsbad, California 92008-4387
 (760) 931-8700

Armand A. Marois
 ARMAND A. MAROIS P.L.S. 5941
 DATE: 7/12/2016

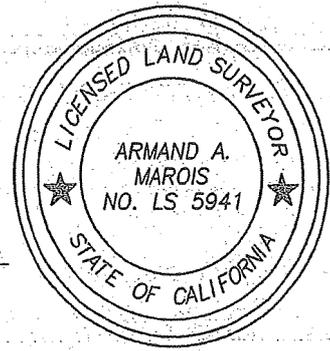


EXHIBIT C-3

EXHIBIT "A"

SEWER EASEMENT

APN: 482-260-18

LEGAL DESCRIPTION

THAT PORTION OF PARCEL 2, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP NO. 15479, FILED ON DECEMBER 01, 1988 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 1 OF POSADA DEL VALLE, ACCORDING TO MAP NO. 11315, FILED ON SEPTEMBER 05, 1985 AS FILE NO. 85-325771 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY;

THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1, NORTH 71°56'55" EAST (RECORD NORTH 71°33'10" EAST PER MAP NO. 11315), 61.21 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00°28'49" WEST, 164.57 FEET TO THE SOUTH LINE OF SAID LOT 1 AND TRUE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°35'44" EAST (RECORD NORTH 89°59'46" EAST PER MAP NO. 11315), 10.00 FEET;

THENCE LEAVING SAID SOUTH LINE, SOUTH 00°28'49" WEST, 15.00 FEET TO THE NORTH LINE OF PARCEL 1 OF SAID PARCEL MAP NO. 15479;

THENCE ALONG SAID NORTH LINE, NORTH 89°35'44" WEST (RECORD SOUTH 89°59'42" WEST PER PARCEL MAP NO. 15479), 30.00 FEET;

THENCE LEAVING SAID NORTH LINE, NORTH 00°28'49" EAST, 15.00 FEET TO THE SOUTH LINE OF SAID LOT 1;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°35'44" EAST (RECORD NORTH 89°59'46" EAST PER MAP NO. 11315), 20.00 FEET TO THE TRUE POINT OF BEGINNING.

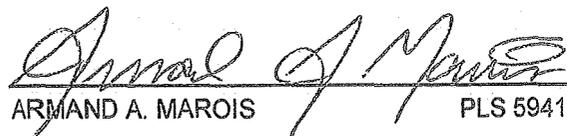
END OF DESCRIPTION

THE BEARINGS USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, PER THE NORTH AMERICAN DATUM OF 1983.

SAID EASEMENT CONTAINS 0.010 ACRES MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

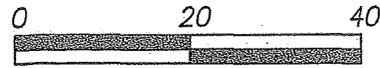
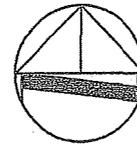
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.


ARMAND A. MAROIS PLS 5941

7/12/2016
DATE



EXHIBIT 'B' SEWER EASEMENT



SCALE: 1" = 20'

INTERSTATE 8

(N 71°33'10"E)
N 71°56'55"E 61.21'

POC

NW'LY COR. LOT 1

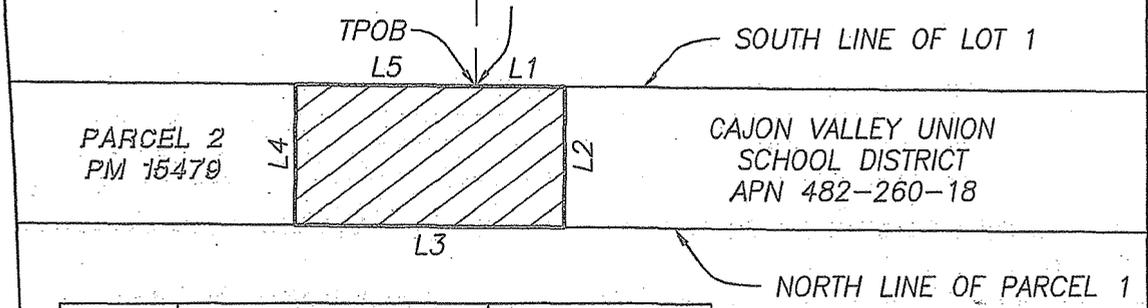
LOT 1
POSADA DEL VALLE
MAP 11315

S 00°28'49"W 164.57'

LEGEND

- = EASEMENT AREA 0.010 AC
- () = RECORD DATA PER MAP 11315
- [] = RECORD DATA PER PM 15479
- TPOB = TRUE POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT

JOHNSON AVE.



COURSE	BEARING	DISTANCE
L1	S 89°35'44" E (N 89°59'46" E)	10.00'
L2	S 00°28'49" W	15.00'
L3	N 89°35'44" W [S 89°59'42" W]	30.00'
L4	N 00°28'49" E	15.00'
L5	S 89°35'44" E (N 89°59'46" E)	20.00'

PARCEL 1
PM 15479

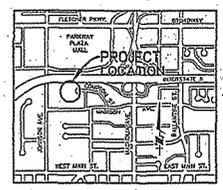


bHA, Inc.
land planning, civil engineering, surveying
5115 Avenida Encinas
Suite L
Carlsbad, California 92008-4387
(760) 931-8700

Armand A. Marois
ARMAND A. MAROIS P.L.S. 5941
DATE: 7/12/2006

WORK TO BE DONE

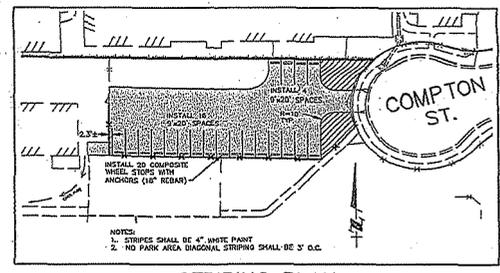
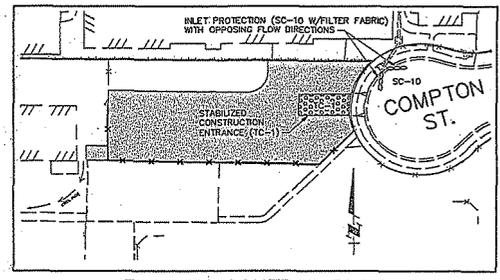
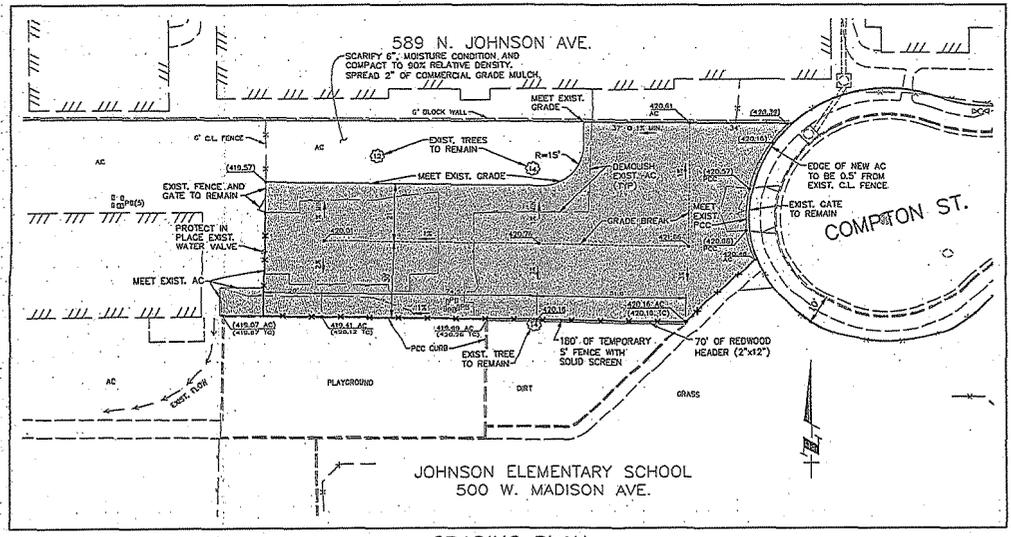
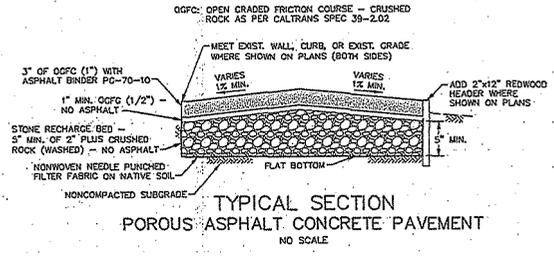
- THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS, INCLUDING THE SPECIAL PROVISIONS OF THIS CONTRACT, THE 2013 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, INCLUDING THE REGIONAL SUPPLEMENT AMENDMENTS, AND THE 2012 EDITION OF THE SAN DIEGO AREA REGIONAL STANDARD DRAWINGS, ADOPTED BY THE EL CAJON CITY COUNCIL ON THE 23TH DAY OF MARCH, 2014.
- | ITEM | SYMBOL |
|--|--------|
| 1. DEMOLITION AND DISPOSAL OF EXISTING ASPHALT CONCRETE PAVEMENT | |
| 2. CONSTRUCTION OF 3" POROUS ASPHALT CONCRETE ON STONE BED | |
| 3. INSTALLATION OF 5' TEMPORARY FENCE WITH SOLID SCREEN | |
| 4. INSTALLATION OF COMPOSITE WHEEL STOP | |
| 5. INSTALLATION OF PARKING LOT STRIPING AS SHOWN (4" WHITE) | |



EROSION CONTROL NOTES

1. Erosion control measures shown on plans shall not be moved or modified without the approval of the Public Works Inspector.
2. The contractor shall maintain all erosion control devices in working order to the satisfaction of the City Engineer throughout the construction phase of the project and until permanent ground cover and landscaping is established.
3. The contractor shall install additional erosion control measures as may be required by the City Engineer due to completed grading operations or unforeseen circumstances which may arise.
4. The contractor shall be responsible for and shall take necessary precautions to prevent public trespass onto areas where impounded waters create a hazardous condition.
5. Graded areas around the project perimeter must drain away from the face of slope at the conclusion of each working day.
6. All gravel bags shall have 3/4 inch minimum aggregate (No sandbags and no burlap type bags allowed).
7. Existing streets shall be kept free of dirt and debris, and shall be maintained in good condition. Dust shall be controlled so that it is not a nuisance. The contractor shall be responsible for the repair of any street or property damaged, public or private, as a result of the work.
8. The Plan shall provide that no sand, silt, or debris shall be allowed to enter the storm drain system including public streets.
9. The owner and/or the owner's contractor shall implement the Plan and take remedial and preventive action immediately when pollutant discharge occurs and/or the City Engineer or the Building Division directs.
10. The above shall apply starting the 1st day of grading and/or construction and shall remain in effect until all grading and/or construction work has been completed and 70% of the disturbed land has been stabilized by approved vegetation, mulch, gravel, etc.

- All erosion and sediment control shall be implemented in accordance with the City of El Cajon's Jurisdictional Urban Runoff Management Program (JURMP) and shall include the following:
- Dry Season (May 1 through September 30)**
1. All exposed disturbed areas must have erosion prevention controls properly installed including building pads, unfinished roads and slopes. Slopes less than 33.3% or 1:3 (vertical vs. horizontal) may use properly designed and installed de-silting basins at all discharge points in lieu of this requirement.
 2. Adequate perimeter protection BMPs must be installed and maintained.
 3. Adequate sediment control BMPs must be installed and maintained.
 4. Adequate BMPs designed to control off-site sediment tracking must be installed and maintained.
 5. At a minimum, 125% of the materials needed to install standby BMPs necessary to completely protect exposed portions of the site from erosion and prevent sediment discharges must be stored on the site.
 6. An approved "weather triggered" response plan is mandated for implementation in the event that a predicted storm event has at least a 50% chance of rain. The proponent must have the capacity to deploy the standby BMPs within 48 hours of the predicted storm event.
 7. All slopes must be equipped with erosion prevention BMPs as soon as slopes are completed for any portion of the site.
 8. Cleared or graded areas left exposed at any given time are limited to the amount of acreage that the project proponent can adequately protect prior to a predicted storm event.
- Wet Season (October 1 through April 30)**
- In addition to the Dry Season Requirements:
1. Perimeter protection and sediment control BMPs must be upgraded if necessary to provide sufficient protection for storms.
 2. Adequate erosion prevention BMPs must be installed and established for all completed slopes prior to October 1 and maintained throughout the wet season. If a BMP fails, it must be repaired, improved or replaced with an acceptable alternate as soon as it is safe to do so.
 3. The amount of exposed soil allowed at one time shall not exceed standby erosion and sediment control BMP capacity.
 4. An incomplete disturbed area that is not being actively graded must be fully protected from erosion if left for 10 days or more.



BENCH MARK

NAVD 88
 No. 230 Elev. 422.560
 Location: Sign Top of Curb on the East end of the curb return on the Northeast corner of Madison Ave. and Chambers St. extended North of Madison Ave.

CAJON VALLEY
 ENGINEERS & ARCHITECTS
 APPROVED BY: JAMES BEARD, DIRECTOR OF FACILITIES AND MAINTENANCE, DATE: _____

AS BUILT

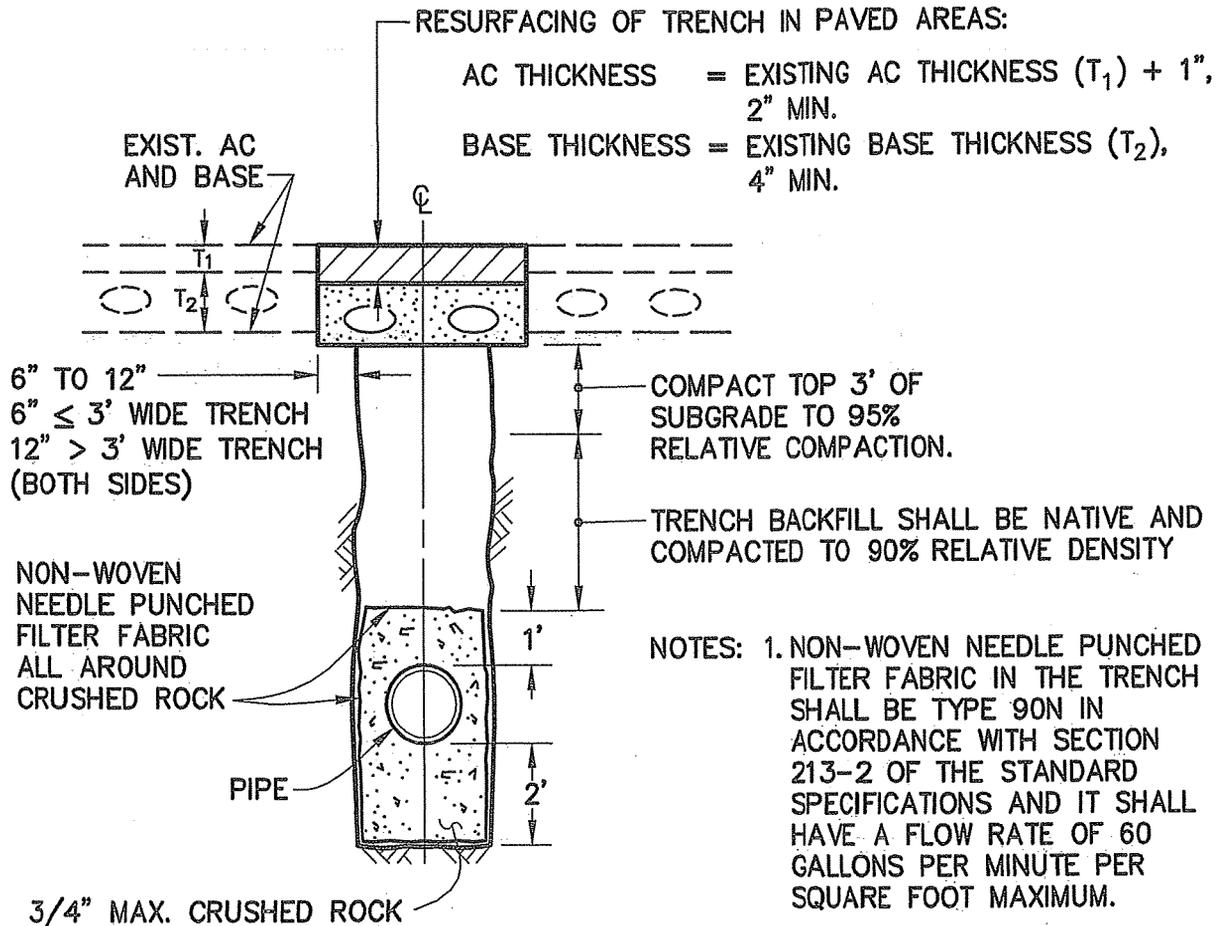
CONSTRUCTION RECORD	
DATE STARTED	
CONTRACTOR	
DATE COMPLETED	
INSPECTOR	

CITY OF EL CAJON ENGINEERING DEPARTMENT			
DIRECTOR OF PUBLIC WORKS	DATE	DESIGNED BY	
CHANGE	BY	DATE	APPROVAL
DRAWN BY		CHECKED BY	
FIELD BOOK			

**JOHNSON AVENUE SEWER RELIEF PROJECT - PHASE II
 COMPTON STREET PARKING LOT
 CAJON VALLEY UNION SCHOOL DISTRICT**

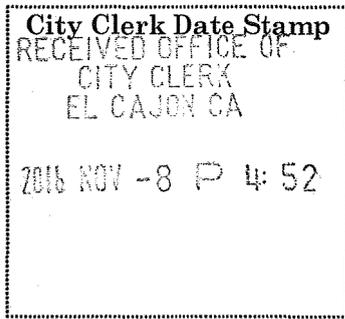
SHEET NO. _____ OF _____ SHEETS
 ENGINEERING DIVISION JOB NO. 3250-2
 DRAWING NO. 2066

EXHIBIT E



TRENCH DETAIL

NO SCALE



City of El Cajon Agenda Report

MEETING: 11/15/2016

ITEM NO: 1.8



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

FROM: Director of Finance and Treasurer

SUBJECT: July – September 2016 Quarterly Treasurer’s Report

RECOMMENDATION: That the City Council receives the Treasurer’s Report for the quarter ending September 30, 2016.

BACKGROUND: Per the City’s investment policy, the latest quarterly Treasurer’s Report is presented for Council receipt and approval.

Investment Trends/Economy – The Federal Open Market Committee (FOMC) stated in its June 21, 2016 Monetary Policy Report that “Labor market conditions clearly continued to strengthen during the early months of this year” and “inflation measures have picked up somewhat from a year earlier.” However, in a recent press release, the Federal Reserve stated “The Committee judges that the case for an increase in the federal funds rate has continued to strengthen but decided, for the time being, to wait for some further evidence of continued progress towards its objectives.”

Recent releases from the Economic and Statistics Administration reported continued increases in both Gross Domestic Product and Personal Income, while the Department of Commerce reported an increase from last year in New Residential Sales, and a decrease in New Residential Construction starts. The S&P/Case-Schiller Home Price Index indicates home values have continued to increase both nationally, and in the San Diego market.

“The USD Burnham-Moores Center for Real Estate’s Index of Leading Economic Indicators for San Diego County” has stabilized after experiencing “roller coaster” movement over the spring and summer months. The report summarized the outlook by stating “The local economy is expected to be positive at least through the first half of 2017, but the rate of growth is likely to be slower.”

U.S. Treasuries – As of September 30, 2016, the daily yield was 0.77% for a 2-year Treasury and 1.14% for a 5-year Treasury. Compared to the prior year, the 2-year Treasuries increased 13 basis points and the 5-year Treasuries decreased 23 basis points.

U.S. Government Agencies – At quarter end, the yield was 0.87% for a 2-year and 1.30% for a 5-year Federal Agency investment, respectively. The City's investment portfolio, in large part, is comprised of U.S. Government Agency securities because they offer a higher return than U.S. Treasuries.

LAIF & CAMP Pools – Consistent with market conditions, interest rates in LAIF and CAMP remain very low. The quarter to date yield for LAIF was 0.60% and the 7-day yield for CAMP was 0.64%.

Outlook & Strategy – The prevailing view of economists is that the FOMC will increase rates in the near future, and therefore the current strategy is to maintain flexibility in order to take advantage of higher investment returns when they materialize. As opportunities become available and the City's cash flow needs are met, investing funds in securities will continue with the City's investment advisors, Public Financial Management (PFM). The CAMP pool is currently rated AAA. No rating is provided for LAIF, but it is expected it would also achieve an AAA rating.

Report Presentation – This report is presented in four sections:

Operating Cash – The Union Bank Master Account is the City's main checking account. The City also utilizes a merchant account with U.S. Bank for receiving credit card payments. Funds are automatically transferred daily from U.S. Bank to the City's main checking account at Union Bank.

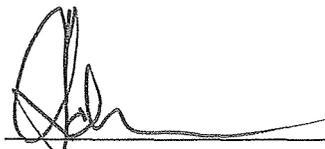
Operating Investments – The City's operating investments are invested in CAMP portfolio investments (64.94%) earning 1.12%, followed by LAIF (31.76%) earning 0.60%, and the remainder in the CAMP investment pool (3.30%) earning 0.64%. The investment portfolio make-up of LAIF and CAMP are attached. In addition to maximizing yield, these investments provide for safety and liquidity in meeting the City's operational needs.

Successor Agency Investments – The Successor Agency's operating investments, totaling \$888,364, are invested in LAIF. The Bank of New York Mellon is the Trustee and the required bond reserve account has a market value of \$1,255,452. The debt service fund of \$3,223,283 is a temporary holding account in which the Trustee receives payment from the Successor Agency to make payments to the bond holders on October 1. Bond proceeds of \$1,579,127 are invested in LAIF.

FISCAL IMPACT: Interest earned for the fourth quarter of the fiscal year, on a cash basis, was \$307,547. Market value is slightly higher than the original investment cost.

PREPARED BY:

APPROVED BY:



Clay Schoen
DIRECTOR OF FINANCE AND
TREASURER



Douglas Williford
CITY MANAGER



**CITY OF EL CAJON TREASURER'S REPORT
AS OF SEPTEMBER 30, 2016**

Cash Basis

	<u>Balance as of September 30, 2016</u>	<u>Quarter to Date</u>		<u>Fiscal Year to Date</u>	<u>Market Value*</u>
		<u>Yield/Interest Rate</u>	<u>Interest Earnings</u>	<u>Interest Earnings</u>	
<u>Operating Cash</u>					
UBOC Checking (Master)	\$ 3,022,919	0.15%	\$ 3,703	\$ 3,703	\$ 3,022,919
US Bank (Merchant Processing)	21,183	n/a	-	-	21,183
Petty Cash	4,320	n/a	-	-	4,320
Total Operating Cash	\$ 3,048,422		\$ 3,703	\$ 3,703	\$ 3,048,422
<u>Operating Investments</u>					
LAIF ⁽¹⁾ - City Pool	\$ 29,298,139	0.60%	\$ 52,525	\$ 52,525	\$ 29,307,105
CAMP ⁽²⁾ Cash Management	3,043,632	0.64%	6,326	6,326	3,043,632
CAMP Managed Portfolio	59,914,803	1.12%	241,426	241,426	59,948,568
Total Operating Investments	\$ 92,256,574		\$ 300,277	\$ 300,277	\$ 92,299,305
Total Operating Cash and Investments	\$ 95,304,995		\$ 303,980	\$ 303,980	\$ 95,347,727
<u>Successor Agency Investments</u>					
LAIF - Operating Investments	\$ 889,364	0.60%	2,960	\$ 2,960	\$ 889,636
LAIF - Bond Proceeds, 2007	1,579,127	0.60%	177	177	1,579,610
The Bank of New York Mellon Trust Co.:					
Bond Reserve Fund	1,255,452	0.14%	430	430	1,255,452
Bond Debt Service Fund	3,223,283	0.14%	-	-	3,223,283
Total Successor Agency	\$ 6,947,226		\$ 3,567	\$ 3,567	\$ 6,947,981
Grand Total Cash and Investments	\$ 102,252,221		\$ 307,547	\$ 307,547	\$ 102,295,708

I certify that all investments under the management of the City are in compliance with the City's adopted investment policy, and I certify the City's investments plus projected revenues, are sufficiently liquid to meet the City's next six (6) months cash flow requirements per the adopted budget.

Clay Schoen, Director of Finance and Treasurer

October 31, 2016

Date

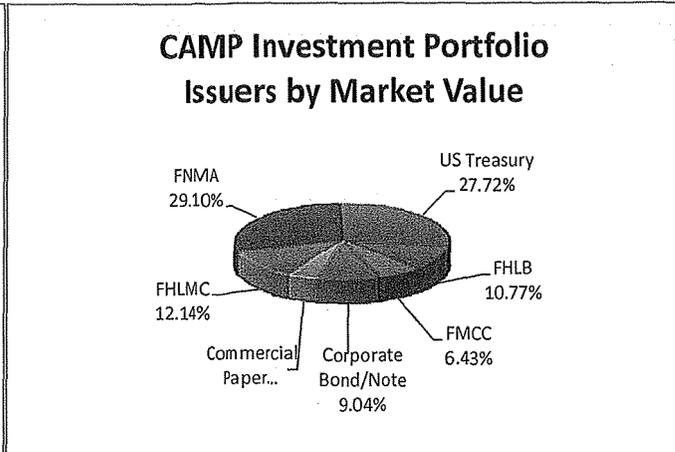
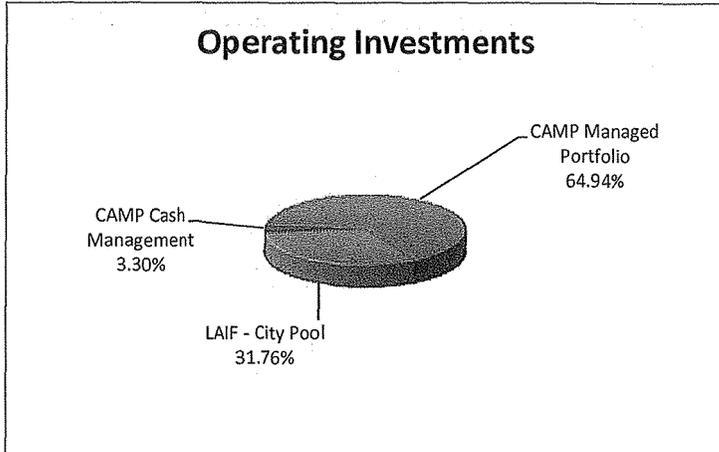
*Source: Bank and Trustee Statements

Note (1): The Local Agency Investment Fund (LAIF) is a voluntary investment alternative for California's local governments and special districts authorized by the California Government Code. LAIF is managed by the State Treasurer's Office with oversight by the Local Agency Investment Advisory Board. All securities in LAIF are purchased under the authority of Government Code Sections 16430 and 16480.8. LAIF is part of the State Treasurer's Pooled Money Investment Account (PMIA). The PMIA Investment Policy is guided by the goals of portfolio safety/diversification, liquidity, and yield.

Note (2): The California Asset Management Program (CAMP) is a California Joint Powers Authority established in 1989 to provide California public agencies with professional investment services. The CAMP Pool is a permitted investment for all local agencies under California Government Code Section 53601(p). CAMP is directed by a Board of Trustees, which is made up of experienced local government finance directors and treasurers.

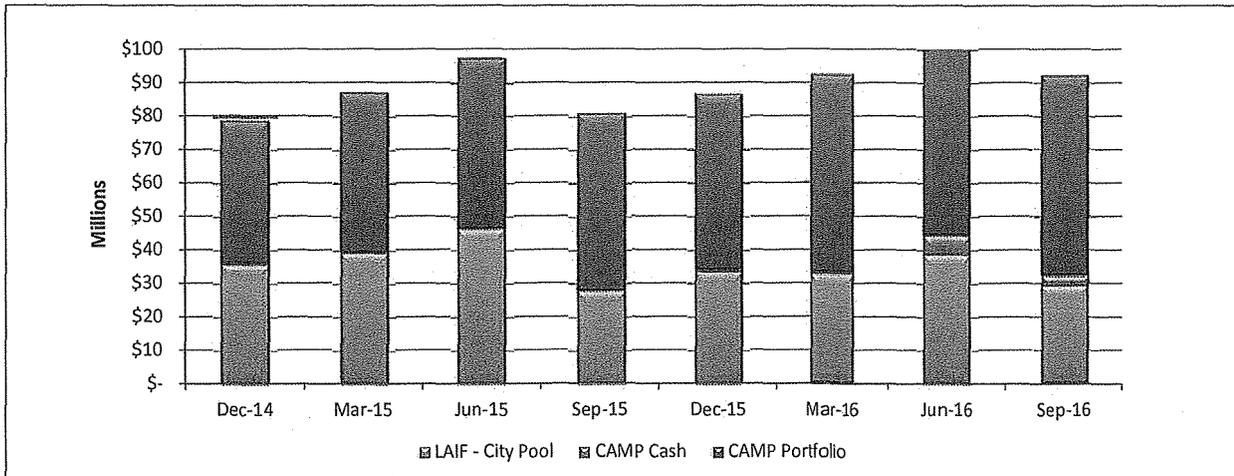
**CITY OF EL CAJON
OPERATING INVESTMENTS COMPOSITION (AT COST)
AS OF SEPTEMBER 30, 2016**

<u>Operating Investments</u>	<u>Type of Investment</u>	<u>Investment Amount</u>	<u>% of Total Investments</u>	<u>Prior Quarter Investment Amount</u>	<u>% Change From Prior Quarter</u>
LAIF - City Pool	(See attached graph)	\$ 29,298,139	31.76%	\$ 38,778,366	-24.45%
CAMP Cash Management	Cash Reserve Portfolio	3,043,632	3.30%	5,787,181	-47.41%
CAMP Managed Portfolio	Federal Agency & Corporate Bonds/Notes	59,914,803	64.94%	57,676,806	3.88%
Total Operating Investments		\$ 92,256,574	100.00%	\$ 102,242,353	-9.77%



HISTORICAL COMPOSITION

	<u>Quarter Ending</u>							
	<u>Dec-14</u>	<u>Mar-15</u>	<u>Jun-15</u>	<u>Sep-15</u>	<u>Dec-15</u>	<u>Mar-16</u>	<u>Jun-16</u>	<u>Sep-16</u>
LAIF - City Pool	\$ 35,811,868	\$ 39,289,896	\$ 46,271,437	\$ 27,866,473	\$ 33,673,124	\$ 32,705,079	\$ 38,778,366	\$ 29,298,139
CAMP Cash	345,500	299,262	92,474	240,335	475,669	594,268	5,787,181	3,043,632
CAMP Portfolio	42,783,891	47,840,391	51,273,651	53,022,874	52,728,873	59,228,720	57,676,806	59,914,803
Total	\$ 78,941,259	\$ 87,429,549	\$ 97,637,562	\$ 81,129,682	\$ 86,877,666	\$ 92,528,067	\$ 102,242,353	\$ 92,256,574





**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
09/19/16	0.63	0.61	158
09/20/16	0.63	0.61	156
09/21/16	0.63	0.61	156
09/22/16	0.64	0.61	155
09/23/16	0.64	0.61	160
09/24/16	0.64	0.61	160
09/25/16	0.64	0.61	160
09/26/16	0.64	0.61	157
09/27/16	0.64	0.61	157
09/28/16	0.64	0.61	160
09/29/16	0.64	0.61	162
09/30/16	0.65	0.61	165
10/01/16	0.65	0.65	165
10/02/16	0.65	0.65	165
10/03/16	0.65	0.65	169
10/04/16	0.65	0.65	170
10/05/16	0.65	0.65	170
10/06/16	0.65	0.65	169
10/07/16	0.65	0.65	171
10/08/16	0.65	0.65	171
10/09/16	0.65	0.65	171
10/10/16	0.65	0.65	168
10/11/16	0.65	0.65	169
10/12/16	0.65	0.65	168
10/13/16	0.65	0.65	170
10/14/16	0.66	0.65	171
10/15/16	0.66	0.65	171
10/16/16	0.66	0.65	171
10/17/16	0.65	0.65	168
10/18/16	0.65	0.65	167
10/19/16	0.65	0.65	166

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

**LAIF Conference
October 25, 2016**
[Register Now!](#)

LAIF Performance Report

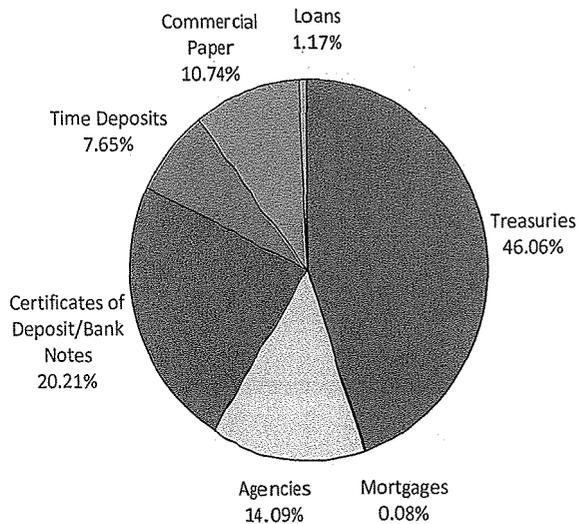
Quarter Ending 09/30/16

Apportionment Rate: 0.60%
 Earnings Ratio: .00001651908048883
 Fair Value Factor: 1.000306032
 Daily: 0.65%
 Quarter to Date: 0.61%
 Average Life: 165

PMIA Average Monthly Effective Yields

Sep 2016 0.634%
 Aug 2016 0.614%
 Jul 2016 0.588%

**Pooled Money Investment Account
Portfolio Composition
09/30/16
\$68.3 billion**





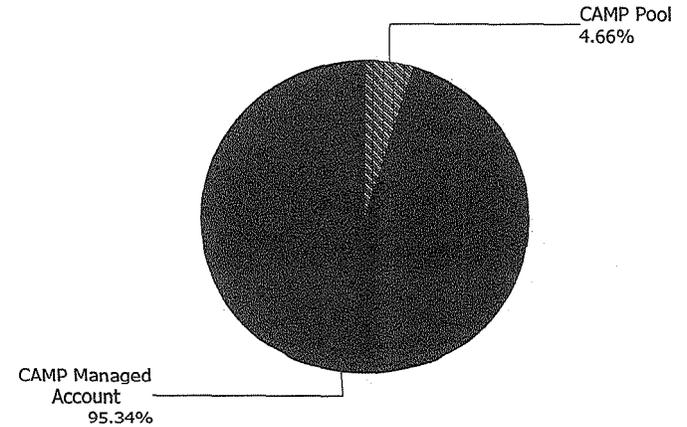
Account Statement - Transaction Summary

For the Month Ending **September 30, 2016**

CITY OF EL CAJON - OPERATING FUNDS - 505-00

CAMP Pool	
Opening Market Value	3,932,206.18
Purchases	1,108,321.06
Redemptions	(1,996,895.39)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$3,043,631.85
Cash Dividends and Income	2,088.56
CAMP Managed Account	
Opening Market Value	61,338,285.47
Purchases	1,990,746.39
Redemptions	(1,000,000.00)
Unsettled Trades	0.00
Change in Value	(10,880.63)
Closing Market Value	\$62,318,151.23
Cash Dividends and Income	105,331.39

Asset Summary		
	September 30, 2016	August 31, 2016
CAMP Pool	3,043,631.85	3,932,206.18
CAMP Managed Account	62,318,151.23	61,338,285.47
Total	\$65,361,783.08	\$65,270,491.65
Asset Allocation		





Managed Account Summary Statement

For the Month Ending **September 30, 2016**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Transaction Summary - Money Market		Transaction Summary - Managed Account		Account Total	
Opening Market Value	\$3,932,206.18	Opening Market Value	\$61,338,285.47	Opening Market Value	\$65,270,491.65
Purchases	1,108,321.06	Maturities/Calls	(1,000,000.00)		
Redemptions	(1,996,895.39)	Principal Dispositions	0.00		
		Principal Acquisitions	1,990,746.39		
		Unsettled Trades	0.00		
		Change in Current Value	(10,880.63)		
Closing Market Value	\$3,043,631.85	Closing Market Value	\$62,318,151.23	Closing Market Value	\$65,361,783.08
Dividend	2,088.56				

Earnings Reconciliation (Cash Basis) - Managed Account		Cash Balance	
Interest/Dividends/Coupons Received	106,232.50	Closing Cash Balance	\$0.00
Less Purchased Interest Related to Interest/Coupons	(1,361.11)		
Plus Net Realized Gains/Losses	460.00		
Total Cash Basis Earnings	\$105,331.39		

Earnings Reconciliation (Accrual Basis)		Managed Account	Total	Cash Transactions Summary- Managed Account	
Ending Amortized Value of Securities	62,030,915.18	65,074,547.03		Maturities/Calls	1,000,000.00
Ending Accrued Interest	190,557.37	190,557.37		Sale Proceeds	0.00
Plus Proceeds from Sales	0.00	1,996,895.39		Coupon/Interest/Dividend Income	106,232.50
Plus Proceeds of Maturities/Calls/Principal Payments	1,000,000.00	1,000,000.00		Principal Payments	0.00
Plus Coupons/Dividends Received	106,232.50	106,232.50		Security Purchases	(1,992,107.50)
Less Cost of New Purchases	(1,992,107.50)	(3,100,428.56)		Net Cash Contribution	885,875.00
Less Beginning Amortized Value of Securities	(61,053,900.54)	(64,986,106.72)		Reconciling Transactions	0.00
Less Beginning Accrued Interest	(225,554.68)	(225,554.68)			
Dividends	0.00	2,088.56			
Total Accrual Basis Earnings	\$56,142.33	\$58,230.89			





Managed Account Issuer Summary

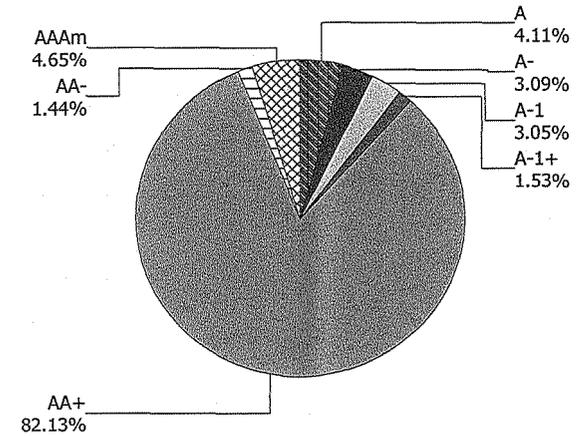
For the Month Ending **September 30, 2016**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Issuer Summary

Issuer	Market Value of Holdings	Percent
AMERICAN EXPRESS CO	1,016,287.00	1.55
BNP PARIBAS	993,916.39	1.52
CAMP Pool	3,043,631.85	4.66
FANNIE MAE	18,146,549.58	27.75
FEDERAL HOME LOAN BANKS	6,611,356.64	10.12
FREDDIE MAC	11,559,595.10	17.69
GENERAL ELECTRIC CO	938,439.90	1.44
HSBC HOLDINGS PLC	1,679,457.20	2.57
JP MORGAN CHASE & CO	1,002,085.00	1.53
MITSUBISHI UFJ FINANCIAL GROUP INC	997,416.00	1.53
TOYOTA MOTOR CORP	997,745.00	1.53
UNITED STATES TREASURY	17,368,026.42	26.57
WELLS FARGO & COMPANY	1,007,277.00	1.54
Total	\$65,361,783.08	100.00%

Credit Quality (S&P Ratings)





Managed Account Detail of Securities Held

For the Month Ending **September 30, 2016**

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 10/31/2011 1.000% 10/31/2016	912828RM4	1,000,000.00	AA+	Aaa	07/07/14	07/08/14	1,007,343.75	0.68	4,184.78	1,000,260.55	1,000,661.00
US TREASURY NOTES DTD 11/30/2009 2.750% 11/30/2016	912828MA5	975,000.00	AA+	Aaa	01/21/16	01/22/16	992,786.13	0.61	9,010.76	978,413.95	978,951.68
US TREASURY NOTES DTD 01/03/2012 0.875% 12/31/2016	912828RX0	2,000,000.00	AA+	Aaa	12/24/14	12/29/14	2,004,609.38	0.76	4,422.55	2,000,571.64	2,002,922.00
US TREASURY NOTES DTD 07/02/2012 0.750% 06/30/2017	912828TB6	1,000,000.00	AA+	Aaa	07/07/14	07/08/14	992,695.31	1.00	1,895.38	998,147.60	1,001,092.00
US TREASURY NOTES DTD 08/31/2012 0.625% 08/31/2017	912828TM2	1,000,000.00	AA+	Aaa	10/01/14	10/02/14	988,125.00	1.04	535.22	996,233.18	999,727.00
US TREASURY NOTES DTD 10/01/2012 0.625% 09/30/2017	912828TS9	1,000,000.00	AA+	Aaa	06/17/14	06/20/14	983,710.94	1.13	17.17	994,982.22	999,531.00
US TREASURY NOTES DTD 11/30/2012 0.625% 11/30/2017	912828UA6	1,580,000.00	AA+	Aaa	05/26/15	05/27/15	1,571,050.78	0.85	3,318.65	1,575,828.85	1,578,766.02
US TREASURY NOTES DTD 11/30/2012 0.625% 11/30/2017	912828UA6	1,825,000.00	AA+	Aaa	05/07/14	05/08/14	1,791,565.43	1.15	3,833.25	1,813,931.25	1,823,574.68
US TREASURY NOTES DTD 12/31/2012 0.750% 12/31/2017	912828UE8	2,000,000.00	AA+	Aaa	12/24/14	12/29/14	1,972,421.88	1.22	3,790.76	1,988,436.08	2,000,860.00
US TREASURY NOTES DTD 05/31/2013 1.000% 05/31/2018	912828VE7	1,580,000.00	AA+	Aaa	05/26/15	05/27/15	1,578,889.06	1.02	5,309.84	1,579,382.20	1,586,233.10
US TREASURY NOTES DTD 10/31/2013 1.250% 10/31/2018	912828WD8	2,000,000.00	AA+	Aaa	10/26/15	10/27/15	2,017,578.13	0.95	10,461.96	2,012,205.48	2,018,124.00
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	1,365,000.00	AA+	Aaa	11/25/15	11/30/15	1,364,840.04	1.25	5,734.12	1,364,884.04	1,377,583.94
Security Type Sub-Total		17,325,000.00					17,265,615.83	0.99	52,514.44	17,303,277.04	17,368,026.42
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 10/20/2011 1.375% 11/15/2016	3135G0ES8	1,320,000.00	AA+	Aaa	11/25/13	11/26/13	1,349,158.80	0.62	6,856.67	1,321,209.45	1,321,510.08



Managed Account Detail of Securities Held

For the Month Ending September 30, 2016

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FHLB NOTES DTD 11/17/2014 0.625% 11/23/2016	3130A3J70	1,580,000.00	AA+	Aaa	05/26/15	05/27/15	1,581,611.60	0.56	3,511.11	1,580,156.80	1,580,726.80
FANNIE MAE GLOBAL NOTES DTD 01/09/2012 1.250% 01/30/2017	3135G0GY3	1,565,000.00	AA+	Aaa	01/31/13	02/01/13	1,596,753.85	0.73	3,314.76	1,567,659.70	1,569,062.74
FANNIE MAE GLOBAL NOTES DTD 01/09/2012 1.250% 01/30/2017	3135G0GY3	1,670,000.00	AA+	Aaa	02/21/13	02/22/13	1,706,205.60	0.69	3,537.15	1,673,074.74	1,674,335.32
FHLMC NOTES DTD 01/21/2014 0.875% 02/22/2017	3137EADT3	1,000,000.00	AA+	Aaa	10/01/14	10/02/14	1,000,980.00	0.83	947.92	1,000,162.20	1,001,591.00
FREDDIE MAC GLOBAL NOTES DTD 01/30/2012 1.000% 03/08/2017	3137EADC0	1,000,000.00	AA+	Aaa	06/17/14	06/20/14	1,002,400.00	0.91	638.89	1,000,389.62	1,002,296.00
FHLMC NOTES DTD 03/26/2012 1.250% 05/12/2017	3137EADF3	1,325,000.00	AA+	Aaa	11/25/13	11/26/13	1,342,450.25	0.86	6,394.97	1,328,132.43	1,330,480.20
FHLMC NOTES DTD 03/26/2012 1.250% 05/12/2017	3137EADF3	2,000,000.00	AA+	Aaa	06/26/13	06/27/13	2,003,640.00	1.20	9,652.78	2,000,588.86	2,008,272.00
FHLB GLOBAL BONDS DTD 05/02/2007 4.875% 05/17/2017	3133XK0X6	1,495,000.00	AA+	Aaa	02/11/15	02/12/15	1,630,177.90	0.83	27,128.02	1,532,733.98	1,534,816.34
FHLB GLOBAL NOTES DTD 05/15/2015 0.625% 05/30/2017	3130A5EP0	1,000,000.00	AA+	Aaa	01/21/16	01/22/16	997,660.00	0.80	2,100.69	998,851.82	1,000,171.00
FREDDIE MAC GLOBAL NOTES DTD 06/25/2012 1.000% 07/28/2017	3137EADJ5	1,000,000.00	AA+	Aaa	01/22/15	01/23/15	1,005,700.00	0.77	1,750.00	1,001,882.36	1,003,104.00
FANNIE MAE GLOBAL NOTES DTD 09/24/2012 0.875% 10/26/2017	3135G0P00	1,000,000.00	AA+	Aaa	01/22/15	01/23/15	998,930.00	0.91	3,767.36	999,582.97	1,001,639.00
FANNIE MAE GLOBAL NOTES DTD 10/30/2012 0.875% 12/20/2017	3135G0RT2	1,500,000.00	AA+	Aaa	02/11/15	02/12/15	1,491,510.00	1.08	3,682.29	1,496,345.07	1,502,238.00
FHLB GLOBAL NOTE DTD 08/26/2016 0.875% 10/01/2018	3130A9AE1	1,500,000.00	AA+	Aaa	08/30/16	08/31/16	1,498,620.00	0.92	1,276.04	1,498,672.83	1,499,338.50
FNMA BENCHMARK NOTE DTD 01/08/2016 1.375% 01/28/2019	3135G0H63	990,000.00	AA+	Aaa	01/21/16	01/22/16	997,345.80	1.12	2,382.19	995,682.25	1,000,936.53





Managed Account Detail of Securities Held

For the Month Ending September 30, 2016

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FANNIE MAE BENCHMARK NOTE DTD 01/13/2014 1.875% 02/19/2019	3135G0ZA4	1,550,000.00	AA+	Aaa	06/22/15	06/23/15	1,576,272.50	1.40	3,390.63	1,567,285.29	1,584,630.10
FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	1,340,000.00	AA+	Aaa	05/17/16	05/18/16	1,339,879.40	1.00	1,302.78	1,339,898.90	1,341,901.46
FHLMC NOTES DTD 03/27/2009 3.750% 03/27/2019	3137EACA5	1,600,000.00	AA+	Aaa	03/15/16	03/16/16	1,721,040.00	1.20	666.67	1,699,729.84	1,710,206.40
FREDDIE MAC NOTES DTD 03/21/2016 1.125% 04/15/2019	3137EADZ9	2,000,000.00	AA+	Aaa	03/18/16	03/21/16	1,999,340.00	1.14	11,875.00	1,999,455.64	2,008,882.00
FNMA NOTES DTD 05/12/2014 1.750% 06/20/2019	3135G0ZE6	1,565,000.00	AA+	Aaa	06/22/15	06/23/15	1,579,460.60	1.51	7,683.72	1,574,944.60	1,598,351.72
FHLMC REFERENCE NOTE DTD 07/20/2016 0.875% 07/19/2019	3137EAEB1	1,500,000.00	AA+	Aaa	08/30/16	08/31/16	1,493,760.00	1.02	2,588.54	1,493,943.23	1,494,763.50
FHLB GLOBAL NOTE DTD 08/04/2016 0.875% 08/05/2019	3130A8Y72	1,000,000.00	AA+	Aaa	09/29/16	09/30/16	996,830.00	0.99	1,385.42	996,833.07	996,304.00
FNMA NOTES DTD 07/28/2014 1.750% 09/12/2019	3135G0ZG1	1,155,000.00	AA+	Aaa	08/28/15	08/31/15	1,171,100.70	1.39	1,066.77	1,166,862.14	1,179,965.33
FNMA NOTES DTD 01/12/2015 1.625% 01/21/2020	3135G0A78	990,000.00	AA+	Aaa	01/21/16	01/22/16	1,001,236.50	1.33	3,128.13	999,333.63	1,007,811.09
FNMA NOTES DTD 01/12/2015 1.625% 01/21/2020	3135G0A78	1,310,000.00	AA+	Aaa	08/28/15	08/31/15	1,317,113.30	1.50	4,139.24	1,315,405.01	1,333,568.21
FNMA BENCHMARK NOTES DTD 04/27/2015 1.500% 06/22/2020	3135G0D75	2,000,000.00	AA+	Aaa	10/26/15	10/27/15	2,002,180.00	1.48	8,250.00	2,001,766.34	2,030,600.00
Security Type Sub-Total		35,955,000.00					36,401,356.80	1.05	122,417.74	36,150,582.77	36,317,501.32
Corporate Note											
GENERAL ELEC CAP CORP GLOBAL SR MTN DTD 09/24/2007 5.625% 09/15/2017	36962G3H5	900,000.00	AA-	A1	07/28/15	07/31/15	980,010.00	1.36	2,250.00	936,312.45	938,439.90
JPMORGAN CHASE & CO GLOBAL NOTES DTD 05/15/2013 1.625% 05/15/2018	46625HJL5	1,000,000.00	A-	A3	10/26/15	10/29/15	998,310.00	1.69	6,138.89	998,916.21	1,002,085.00



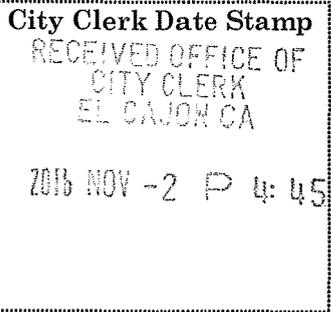
Managed Account Detail of Securities Held

For the Month Ending September 30, 2016

CITY OF EL CAJON - OPERATING FUNDS - 505-00 - (12510521)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
AMERICAN EXPRESS CREDIT CORP NOTES DTD 03/18/2014 2.125% 03/18/2019	0258M0DK2	1,000,000.00	A-	A2	10/26/15	10/29/15	1,008,910.00	1.85	767.36	1,006,544.08	1,016,287.00
WELLS FARGO & CO DTD 02/02/2015 2.150% 01/30/2020	94974BGF1	1,000,000.00	A	A2	10/26/15	10/29/15	1,001,560.00	2.11	3,643.06	1,001,244.38	1,007,277.00
HSBC USA INC NOTES DTD 03/05/2015 2.350% 03/05/2020	40428HPR7	1,665,000.00	A	A2	03/29/16	03/31/16	1,642,372.65	2.72	2,825.88	1,645,138.25	1,679,457.20
Security Type Sub-Total		5,565,000.00					5,631,162.65	2.05	15,625.19	5,588,155.37	5,643,546.10
Commercial Paper											
BANK OF TOKYO MITSUBISHI COMM PAPER -- 0.000% 01/10/2017	06538BNA7	1,000,000.00	A-1	P-1	07/13/16	07/14/16	995,350.00	0.93	0.00	997,390.83	997,416.00
TOYOTA MOTOR CREDIT CORP COMM PAPER -- 0.000% 01/10/2017	89233GNA0	1,000,000.00	A-1+	P-1	07/13/16	07/14/16	995,650.00	0.87	0.00	997,559.17	997,745.00
BNP PARIBAS NY BRANCH COMM PAPER -- 0.000% 03/30/2017	09659BOW3	1,000,000.00	A-1	P-1	09/29/16	09/30/16	993,916.39	1.22	0.00	993,950.00	993,916.39
Security Type Sub-Total		3,000,000.00					2,984,916.39	1.01	0.00	2,988,900.00	2,989,077.39
Managed Account Sub-Total		61,845,000.00					62,283,051.67	1.12	190,557.37	62,030,915.18	62,318,151.23
Money Market Fund											
CAMP Pool		3,043,631.85	AAAm	NR			3,043,631.85		0.00	3,043,631.85	3,043,631.85
Money Market Sub-Total		3,043,631.85					3,043,631.85		0.00	3,043,631.85	3,043,631.85
Securities Sub-Total		\$64,888,631.85					\$65,326,683.52	1.12%	\$190,557.37	\$65,074,547.03	\$65,361,783.08
Accrued Interest											\$190,557.37
Total Investments											\$65,552,340.45





City of El Cajon Agenda Report

MEETING: Nov. 15, 2016

ITEM NO: 1.9



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

FROM: Dennis Davies, Deputy Director of Public Works

SUBJECT: Johnson Avenue Sewer Relief Project-Phase II (JASRP-II)
Professional Services Contract Amendment for Material Testing
Services

RECOMMENDATION: That the City Council:

- 1) Authorizes the City Manager to negotiate and execute an amendment to the existing Professional Services Agreement (PSA) with Kleinfelder for material testing services for the Johnson Avenue Sewer Relief Project-Phase II; and
- 2) Appropriates \$255,000 from the Wastewater Fund for material testing services for JASRP-II.

BACKGROUND: On September 13, 2016, the City Council awarded the construction contract for the JASRP-II to SC Valley Engineering, Inc. City staff is recommending that the City procure professional testing services to test the compaction of trench backfill and all construction materials, including concrete and asphalt pavement.

The construction contract for the JASRP-I project included trench backfill and quality assurance testing services, which were performed by a subcontractor for SC Valley Engineering, Inc. Staff was not satisfied with the process and results, and feels that it is in the City's best interest to contract for those services independently. Staff is, therefore, recommending this work be separated from the construction contract to provide independent oversight for the Phase II project.

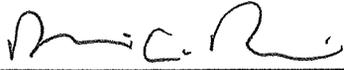
On October 13, 2015, the City Council selected Kleinfelder to perform as-needed consulting services that included material testing. A PSA was approved on May 27, 2016, for one-year renewable terms with an annual not to exceed amount of \$100,000. Staff is recommending that the existing PSA with Kleinfelder be amended to include material testing services for the JASRP-II project and that the contract amount be increased by \$255,000. The contract spending will be on an as-needed basis for a total not to exceed \$355,000.

FISCAL IMPACT: Since staff is recommending to procure these services independently from the construction contract, it is requesting the City Council appropriate \$255,000 for material testing services from the Wastewater Fund.

PREPARED BY:

REVIEWED BY:

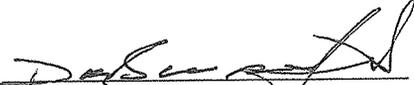
APPROVED BY:



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



**Majed Al-Ghafry
ASSISTANT CITY
MANAGER**



**Douglas Williford
CITY MANAGER**

City Clerk Date Stamp
RECEIVED OFFICE OF
CITY CLERK
EL CAJON CA
2016 NOV -8 P 3: 30

City of El Cajon Agenda Report

MEETING: Nov. 15, 2016

ITEM NO: 1.10



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

FROM: Dennis Davies, Deputy Director of Public Works

SUBJECT: Acceptance of Upgrade Traffic Signals - Avocado Avenue/Ballantyne Street, PW3515, Bid Number 029-16

RECOMMENDATION: That the City Council:

1. Accepts the Upgrade Traffic Signals - Avocado Avenue/Ballantyne Street, PW3515, Bid Number 029-16; and
2. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

BACKGROUND: On April 12, 2016, the contract for Upgrade Traffic Signals - Avocado Avenue/Ballantyne Street was awarded by City Council Resolution No. 031-16 to S.C. Valley Engineering, Inc. The project involved the upgrade of the existing "outdated" twisted-pair copper traffic signal interconnect cable with 12 Strand Single-Mode Fiber Optic Cable along Avocado Avenue - Ballantyne Street corridor from Madison Avenue to Skywood Drive. The project also included the installation of ten new Light Emitting Diode (LED) street lights and new traffic signal equipment at seven signal controlled intersections. This project was funded by the Highway Safety Improvement Program (HSIP) federal-aid grant, and was completed on September 30, 2016. Quantities and payments have been finalized and there are no pending claims.

FISCAL IMPACT: The total construction expenditure for this contract is \$358,084.00, funded by Highway Safety Improvement Program (HSIP) funds.

PREPARED BY:

REVIEWED BY:

APPROVED BY:


Dennis C. Davies
DEPUTY DIRECTOR
OF PUBLIC WORKS


Majed Al-Ghafry
ASSISTANT
CITY MANAGER


Douglas Williford
CITY MANAGER

City Clerk Date Stamp
RECEIVED OFFICE OF
CITY CLERK
EL CAJON, CA
2015 NOV -8 P 2:18

City of El Cajon Agenda Report

MEETING: Nov. 15, 2016

ITEM NO: 1.11



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

FROM: Dennis Davies, Deputy Director of Public Works

SUBJECT: Acceptance of Traffic Signal System Upgrades 2016, PW3549, Bid Number 020-16

RECOMMENDATION: That the City Council:

1. Accepts the Traffic Signal System Upgrades 2016, PW3549, Bid Number 020-16; and
2. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

BACKGROUND: On December 8, 2015, the contract for Traffic Signal System Upgrades 2016 was awarded by City Council Resolution No. 114-15 to Siemens Industry, Inc. The project included the furnishing and installation of nine traffic signal controllers, 36 batteries for traffic signal back-up systems at eight intersections, two electrical service cabinets, and a fully loaded traffic signal cabinet. The Contractor also furnished five wireless radios and five Ethernet network cards to the City. This project was completed on September 21, 2016. Quantities and payments have been finalized and there are no pending claims.

FISCAL IMPACT: The total construction expenditure on this project is \$67,283.49, funded with local TransNet funds.

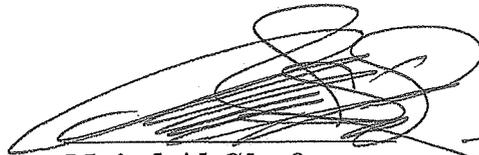
PREPARED BY:

REVIEWED BY:

APPROVED BY:



Dennis C. Davies
DEPUTY DIRECTOR
OF PUBLIC WORKS



Majed Al-Ghafry
ASSISTANT
CITY MANAGER



Douglas Williford
CITY MANAGER

City Clerk Date Stamp

RECEIVED OFFICE OF
CITY CLERK
EL CAJON CA

2016 NOV -8 P 3:30

City of El Cajon Agenda Report

MEETING: Nov. 15, 2016

ITEM NO: 1.12



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

FROM: Nahid Razi, Purchasing Agent

SUBJECT: Award of Bid No. 014-17, Maintenance of Bus Stops at Various Locations

RECOMMENDATION: That the City Council:

- 1) Finds the first low bidder non-responsive for the reason set forth in this agenda report; and
- 2) Adopts the next RESOLUTION in order awarding the bid to the lowest responsive, responsible bidder, St. Madeleine Sophie's Center, in the estimated amount of \$36,698.00 for the first year, with the option to renew for four (4) additional one-year periods.

BACKGROUND: On June 28, 2016, the City Council approved the budget for bus stop maintenance. Ten prospective bidders obtained bid packages and three responses were received and opened at 2:00 p.m., October 11, 2016.

The bid specifications required all bidders to submit a bid security in the form of a cashier's check, certified check, or bidder's bond made payable to the City of El Cajon in an amount not less than 10% of the bid amount. The first low bidder, Prizm Janitorial Services, Inc., submitted a bid in the total amount of \$32,702.28. However, the accompanying bid bond was in the amount of \$62.89. City staff has deemed them non-responsive for failure to provide a bid bond equal to 10% of the bid.

Purchasing, in concurrence with the Assistant City Manager, recommends award of the bid to the lowest responsive, responsible bidder, St. Madeleine Sophie's Center. The summary of bids is attached and complete proposals are on file in Purchasing.

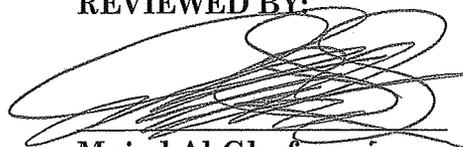
FISCAL IMPACT: The initial fiscal impact of this purchase is \$36,698.00 and 5-year costs are estimated to be \$203,000.00. Sufficient funds are available in the Public Works Activity Number: 213000 – Transit TDA Article 4.

PREPARED BY:

REVIEWED BY:

APPROVED BY:


Nahid Razi
PURCHASING AGENT


Majed Al-Ghafry
ASSISTANT CITY
MANAGER


Douglas Williford
CITY MANAGER

BID SUMMARY – BID NO. 014-17

BIDDER

TOTAL BASE BID AMOUNT

Prizm Janitorial Services, Inc. (Escondido, CA)	Non-responsive
St. Madeleine Sophie's Center (El Cajon, CA)	\$36,698.00*
Urban Corps. Of San Diego County (San Diego, CA)	\$55,800.00

ENGINEER'S ESTIMATE	\$43,000.00
---------------------	-------------

*** RECOMMEND AWARD**

RESOLUTION NO. -16

RESOLUTION AWARING BID FOR
MAINTENANCE OF BUS STOPS AT VARIOUS LOCATIONS
(Bid No. 014-17)

WHEREAS, on June 28, 2016, the City Council approved a budget for the Maintenance at Bus Stops at Various Locations project (the "Project") in the City of El Cajon, to maintain approximately 126 existing bus stops, including bus shelters, benches, and trash receptacles at various locations throughout the City of El Cajon; and

WHEREAS, bids for the Project were solicited on September 14, 2016; and

WHEREAS, ten (10) prospective bidders obtained bid packages, and three (3) responses to the Invitation to Bid for Maintenance at Bus Stops at Various Locations were received and publicly opened at 2:00 p.m. on October 11, 2016; and

WHEREAS, the bid specifications required all bidders to submit a bid security in the form of a cashier's check, certified check, or bidder's bond made payable to the City of El Cajon in an amount not less than 10% of the bid amount; and

WHEREAS, the first low bidder, Prizm Janitorial Services, Inc., submitted a bid in the total amount of \$32,702.28, but an accompanying bid bond in the amount of \$62.89, and was therefore deemed non-responsive by City staff for failure to provide a bid bond equal to 10% of the bid; 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 hereby finds the foregoing recitals to be true and correct, and are the findings of the City Council.
2. The City Council hereby finds the bid submitted by Prizm Janitorial Services, Inc., to be non-responsive due to failure to provide a bid bond equal to 10% of the bid and, therefore, it shall not be considered in the award of Bid 014-17.
3. The City Council does hereby reject all other bids and proposals except that hereinbelow mentioned, and awards the bid for Maintenance of Bus Stops at Various Locations to:

St. Madeleine Sophie's Center

in an amount not to exceed \$36,698.00.

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

11/15/16 (Item #1.12)

Bid 014-17 Maintenance of Bus Stops awd (St Madeleine) 110916

City Clerk Date Stamp

RECEIVED OFFICE OF

CITY CLERK
EL CAJON CA

2016 NOV -8 P 1:58

City of El Cajon Agenda Report

MEETING: 11/15/16

ITEM NO: 1.13



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

FROM: Deputy Director of Administrative Services Brett Channing

SUBJECT: TRAVEL EXPENSES TO ATTEND THE LEAGUE OF CALIFORNIA
CITIES ANNUAL CONFERENCE

RECOMMENDATION: That the City Council review and approve the attached Claim for Advance/Reimbursement of Travel Expense form for Mayor Bill Wells and Councilmember Star Bales submitted in accordance with City Council Policy G-1.

BACKGROUND:

October 5 through October 7, 2016, Mayor Bill Wells and Councilmember Star Bales attended the League of California Cities Annual Conference held this year in Long Beach. Councilmembers participate in League events to represent the interests of the City of El Cajon and vote on matters affecting the City and the region. Additionally, Mayor Wells served as the voting delegate for the City of El Cajon, voting on resolutions presented at the League Conference during the closing session held on October 7, 2015.

FISCAL IMPACT:

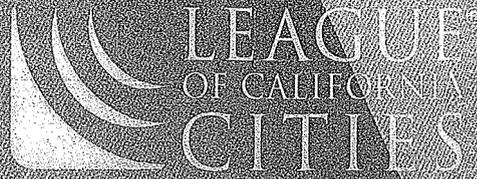
The total cost of \$2,238.47 is included in the Fiscal Year 2016-17 City Council Budget Activity 101000.

PREPARED BY:

APPROVED BY:

Brett Channing
DEPUTY DIRECTOR OF
ADMINISTRATIVE SERVICES

Douglas Williford
CITY MANAGER



2016 Annual Conference & Expo

In

LONG BEACH

CALIFORNIA

OCTOBER 5-7

Early Bird Registration Deadline: August 10

www.cacities.org/AC



(subject to change)

WEDNESDAY, OCTOBER 5

- 8:00 a.m. – 6:00 p.m.....Registration Open (Long Beach Convention Center)
- 9:00 - 10:30 a.m.....Policy Committees (at hotel)
- 10:30 a.m. - NoonPolicy Committees (at hotel)
- 9:00 – 11:00 a.m.....AB 1234 Ethics Training
- 10:00 a.m. – 2:30 p.m.....City Clerks Workshop
- 10:30 – 11:45 a.m.....Education
- 11:45 – 1:15 p.m.....Regional Division Lunches
- 1:00 - 1:30 p.m.First Time Attendee Orientation
- 1:30 – 2:45 p.m.....Department Business Meetings
- 3:00 - 5:00 p.m.**Opening General Session - Keynote Address**
- 5:00 – 7:00 p.m.....Grand Opening Expo Hall & Host City Reception
- 7:00 – 10:00 p.m.....CitiPAC – 11th Annual Leadership Reception

THURSDAY, OCTOBER 6

- 7:00 a.m. – 4:00 p.m.....Registration Open
- 8:00 – 9:30 a.m.....Education
- 9:00 a.m. – 4:00 p.m.....Expo Open
- 9:45 – 11:45 a.m.....**General Session - Keynote Address**
- 11:30 a.m. - 1:00 p.m.Attendee Lunch In Expo Hall (exhibitor exclusive; no competing events)
- 1:00 – 2:15 p.m.....General Resolutions Committee
- 1:00 – 2:15 p.m.....Education
- 2:15 – 2:45 p.m.....Caucus Board Meetings
- 2:45 – 4:00 p.m.....Education
- 4:15 – 5:30 p.m.....Education
- 4:00 – 5:30 p.m.....Board of Directors Meeting
- EveningNetworking Receptions – Caucus, League Partners, Divisions

FRIDAY, OCTOBER 7

- 7:30 – 10:00 a.m.....Registration Open
- 7:30 - 8:45 a.m.....Regional Division Breakfasts
- 9:00 - 10:15 a.m.....Education
- 10:30 – 11:45 a.m.....Education
- Noon – 2:00 p.m.....**Closing Luncheon with Voting Delegates & General Assembly**
- 2:00 p.m.Adjourn

NOTE: Conference Registration is required to attend Department meetings, Division Meetings, and General Assembly/Annual Business Meeting as an attendee and/or Voting Delegate.

Brown Act and League Conferences

The Brown Act permits the attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that addresses issues of general interest to the public or to public agencies of the type represented by the legislative body. However, a majority of the members cannot discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the local agency's subject matter jurisdiction.

Program and Courses

**CITY OF EL CAJON, CALIFORNIA
CLAIM FOR REIMBURSEMENT OF TRAVEL EXPENSE**

Employee Name: Bill Wells	Position: Mayor	Department: Mayor & Council	Date of Claim: 10/26/2016
Purpose of Trip: League of California Cities		Authorized By - Date:	

Method of Transportation	Depart From			Arrive At		
	Name of City	Date	Time	Name of City	Date	Time
Auto	San Diego	10/5/2016		Long Beach	10/5/2016	
Auto	Long Beach	10/7/2016		San Diego	10/7/2016	

EXPENSE REPORT ATTACH ALL RECEIPTS TO THIS FORM FOR EXPENDITURES REPORTED

Item Description	Day 1 10/5/16	Day 2 10/6/16	Day 3 10/7/16	Day 4 xx/xx/xx	Day 5 xx/xx/xx	Day 6 xx/xx/xx	Day 7 xx/xx/xx	Total Expense	Prepaid / Reimb / Inv
1. Meals								\$0.00	
2. Lodging	\$234.36	\$234.36						\$468.72	P
3. Fare (Air, etc.)								\$0.00	
4. Taxi, Limo, Bus								\$0.00	
5. Telephone								\$0.00	
6. Auto Expense								\$0.00	
7. Registration	\$525.00							\$525.00	P
8. Airport Shuttle								\$0.00	
9. Personal Mileage								\$0.00	
10.								\$0.00	
Totals	\$759.36	\$234.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$993.72	

Items 6 through 10 require an explanation below.

TOTAL ALLOWABLE EXPENSES ABOVE

Item # & Co.	Explanation / Description	Traveler's Reconciliation	
#2. Courtyard Long Beach	Lodging for League of CA Cities Conference	Total Allowable Expenses	\$993.72
#7 League of CA Cities	Annual Conference Registration	Adv/Prepaid/Invoiced Expenses	\$993.72
		Balance Due to (City)/Employee	\$0.00

THE UNDERSIGNED STATES, UNDER PENALTY OF PERJURY, THAT THE ABOVE CLAIM IS TRUE AND CORRECT: 	Account Number	Amount
	101000-8594	\$0.00

APPROVAL OF DEPARTMENT HEAD:	APPROVAL OF DIRECTOR OF FINANCE:



Courtyard Long Beach Downtown

500 E. 1st St.
Long Beach, CA 90802
T 562.435.8511

Bill/Mr Wells
200 Civic Center Way
El Cajon CA 92020
El Cajon

Room: 305
Room Type: GENR
Number of Guests: 1
Rate: \$179.00 Clerk: ADL

Arrive: 05Oct16 Time: 05:52PM Depart: 07Oct16 Time: 07:42AM Folio Number: 61127

Date	Description	Charges	Credits
05Oct16	Room Charge	179.00	
05Oct16	City Tax	21.48	
05Oct16	Local Bid Fee	5.37	
05Oct16	Calif/Local Tourism Fee	0.51	
05Oct16	Parking	28.00	
06Oct16	Room Charge	179.00	
06Oct16	City Tax	21.48	
06Oct16	Local Bid Fee	5.37	
06Oct16	Calif/Local Tourism Fee	0.51	
06Oct16	Parking	28.00	
07Oct16	Visa		468.72
	Card #: VXXXXXXXXXXXXXXXXX6992XXXX		
	Amount: 468.72 Auth: 035781 Signature on File		
	Balance:	0.00	

Rewards Account # XXXXX3527. Your Rewards points/miles earned on your eligible earnings will be credited to your account. Check your Rewards Account Statement or your online Statement for updated activity.

Get all your hotel bills by email by updating your Rewards Preferences. Or, ask the Front Desk to email your bill for this stay. See "Internet Privacy Statement" on Marriott.com.

Courtyard Long Beach Downtown

500 East First Street

Long Beach, CA 90802

USA

Phone: +1-562-435-8511

Confirmation Number: 85143590

Thank you for your reservation. Your reservation is guaranteed to your Visa card.

We look forward to greeting you.

Your Stay

Wednesday, October 5, 2016, Friday, October 7, 2016, 1 rooms, 1 guests/room.

Room(s)

Guest room, 1 King, Balcony.

2 nights at **179.00 USD**

411.90 USD Total hotel currency (incl. est. taxes)

Room Preferences

No room preferences were selected.

Guest Information

Bill Wells

Summary of Charges

Summary of Room Charges	Cost per night per room (USD)
Wednesday, October 5, 2016 - Friday, October 7, 2016 (2 nights , LEAGUE OF CALIFORNIA)	179.00
Estimated government taxes and fees	26.95
Total for stay (per room)	411.90

Additional Charges

On-site parking, fee: 22 USD daily

Valet parking, fee: 28 USD daily

Changes in taxes or fees implemented after booking will affect the total room price.

From: <mdunn@cacities.org>
To: <tbussey@cityofelcajon.us>
Date: 6/2/2016 5:10 PM
Subject: 2016 Annual Conference & Expo Registration Confirmation

Thank you for registering for the 2016 Annual Conference & Expo, October 5 - 7 at the Long Beach Convention Center. To make hotel reservations in one of the League's room blocks, please use the links below:

Hyatt Regency: <https://resweb.passkey.com/go/LeagueofCaliforniaCities2016>

Renaissance: <https://aws.passkey.com/event/14464580/owner/3353/home>

The Westin: <https://www.starwoodmeeting.com/events/start.action?id=1602081185&key=6A22B6A>

Hilton:

http://www.hilton.com/en/hi/groups/personalized/L/LGBLHHF-LC3-20161004/index.jhtml?WT.mc_id=POG

Hyatt Centric The Pike: <https://resweb.passkey.com/go/LoCC2016HyattCentricAttendee>

Queen Mary:

<https://gc.synxis.com/rez.aspx?Hotel=11042&Chain=6255&arrive=10/1/2016&depart=10/9/2016&adult=1&child=0&group=LCCE1016>

Courtyard Marriott:

http://www.marriott.com/meeting-event-hotels/group-corporate-travel/groupCorp.mi?resLinkIdData=League%20of%20California%20Cities%20AE%20Annual%20Conference%20%26%20Expo%202016%5Elgbcy%60LCCLCCA%7CLCCLCCB%60179.00%60USD%60false%604%6010/4/16%6010/8/16%609/3/16&app=resvlink&stop_mobi=yes

El Cajon

Bill Wells

Mayor

tbussey@cityofelcajon.us

2016 Annual Conference & Expo

Date: October 05, 2016 to October 07, 2016

Early Bird Full Conference \$525.00

Sub Total: \$525.00

Amount Paid: \$525.00

Balance: \$0.00

Questions or special needs? Contact the Conference Registrar at mdunn@cacities.org by Friday, September 2.

Advance registrants unable to attend will receive a refund of rate paid, minus a \$75 processing charge, only when a written request is submitted to mdunn@cacities.org before 5:00 pm on Friday, September 2. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration. Please note sharing of registration is prohibited.

**CITY OF EL CAJON, CALIFORNIA
CLAIM FOR REIMBURSEMENT OF TRAVEL EXPENSE**

Employee Name: Star Bales	Position: Councilmember	Department: Mayor & Council	Date of Claim: 10/26/2016
Purpose of Trip: League of California Cities		Authorized By - Date:	

Method of Transportation	Depart From			Arrive At		
	Name of City	Date	Time	Name of City	Date	Time
Auto-Personal	San Diego	10/5/2016		Long Beach	10/5/2016	
Auto-Personal	Long Beach	10/7/2016		San Diego	10/7/2016	

EXPENSE REPORT ATTACH ALL RECEIPTS TO THIS FORM FOR EXPENDITURES REPORTED

Item Description	Day 1 10/5/16	Day 2 10/6/16	Day 3 10/7/16	Day 4 xx/xx/xx	Day 5 xx/xx/xx	Day 6 xx/xx/xx	Day 7 xx/xx/xx	Total Expense	Prepaid / Reimb / Inv
1. Meals		\$26.15	\$31.16					\$57.31	R
2. Lodging	\$240.74	\$240.74						\$481.48	R
3. Fare (Air, etc.)								\$0.00	
4. Taxi, Limo, Bus								\$0.00	
5. Telephone								\$0.00	
6. Auto Expense	\$26.00	\$26.00						\$52.00	R
7. Registration	\$525.00							\$525.00	P
8. Airport Shuttle								\$0.00	
9. Personal Mileage	\$64.48		\$64.48					\$128.96	R
10.								\$0.00	
Totals	\$856.22	\$292.89	\$95.64	\$0.00	\$0.00	\$0.00	\$0.00	\$1,244.75	

Items 6 through 10 require an explanation below.

TOTAL ALLOWABLE EXPENSES ABOVE

Item # & Co.	Explanation / Description	Traveler's Reconciliation	
#2 Hyatt Regency	Lodging for League of CA Cities Conference	Total Allowable Expenses	\$1,244.75
#6 Hyatt Regency	Parking	Adv/Prepaid/Invoiced Expenses	-\$525.00
#7 League of CA Cities	Annual Conference Registration	Balance Due to (City)/Employee	\$719.75
#9 Mileage	2016 IRS Mileage rate 119.4 miles x \$.54		

THE UNDERSIGNED STATES, UNDER PENALTY OF PERJURY, THAT THE ABOVE CLAIM IS TRUE AND CORRECT:

Account Number	Amount
101000-8594	\$719.75

APPROVAL OF DEPARTMENT HEAD:

APPROVAL OF DIRECTOR OF FINANCE:

Bubba Gump Shrimp Co
Restaurant & Market
87 Aquarium Way
Long Beach, CA 90802
562-437-2434

Server: Paul_15247_28 10/06/2016
Table 302/1 7:26 PM
Guests: 1 90018
Reprint #: 2
Area: Restaurant

Grilled Seafood Trio 23.99

3 Items

Subtotal 23.99
Tax 2.16

Total 26.15

Cash \$40.00
Change \$13.85

Suggested Gratuity
20% Gratuity =\$ 4.80
18% Gratuity =\$ 4.32
15% Gratuity =\$ 3.60
For banquet events, balance due includes
suggested gratuity if accepted.

HYATT REGENCY LONG BEACH
CHECK: 2074
TABLE: 21/1
SERVER: 180 MICHAEL TIDES
DATE: OCT07'16 7:43AM
CARD TYPE: VISA \$
ACCT #: XXXXXXXXXXXX2685
EXP DATE: XX/XX
AUTH CODE: 044310
STAR BALES

SUBTOTAL: 26.16
TIP: 5.00
TOTAL: 31.16

CUSTOMER SIGNATURE

I AGREE TO PAY ABOVE TOTAL
AMOUNT ACCORDING TO CARD ISSUER
AGREEMENT
PLEASE LEAVE SIGNED RECEIPT

DO NOT VALIDATE
THIS SIDE OF TICKET



Time : 14:20
Date : 10/05/2016
Ticket: 58058282



200 S. PINE AVENUE
LONG BEACH, CA 90802
(562) 491-1234





Hyatt Regency Long Beach
 200 South Pine Avenue
 Long Beach, CA 90802
 Tel: 562.491.1234
 Fax: 562.432.1972

INVOICE

Payee Star Bales
 200 Civic Center Way
 El Cajon CA 92020
 United States

Room No. 0319
 Arrival 10-05-16
 Departure 10-07-16
 Page No. 1 of 1
 Folio Window 1
 Folio No. 811419

Confirmation No. 1958045101
 Group Name League of California Cities 2016 Annual
 Booking No. 32FM5F4M

Date	Description	Charges	Credits
10-05-16	Group Room	209.00	
10-05-16	Occupancy Tax 12.0%	25.08	
10-05-16	LB Tourism Assessment 3.0%	6.27	
10-05-16	CA Tourism Assessment	0.39	
10-05-16	Parking - Self	26.00	
10-06-16	Group Room	209.00	
10-06-16	Occupancy Tax 12.0%	25.08	
10-06-16	LB Tourism Assessment 3.0%	6.27	
10-06-16	CA Tourism Assessment	0.39	
10-06-16	Parking - Self	26.00	
10-07-16	Visa	426684XXXXXX8811 08/19	533.48

Total 533.48 533.48

Guest Signature

Balance 0.00

I agree that my liability for this bill is not waived and I agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges.

WE HOPE YOU ENJOYED YOUR STAY WITH US!

We trust you enjoyed your stay at the Hyatt Regency Long Beach. Please let us know your thoughts at: qualitylqbrl@hyatt.com.

We thank you for your business and we appreciate your loyalty.

For questions on your Gold Passport account, call 800-30-HYATT.

For inquiries concerning your bill please call 888-588-4384

Please remit payment to:
 Hyatt Regency Long Beach
 P.O. Box 842160
 Dallas, TX 75284

Hyatt Gold Passport Summary

No Membership to be credited

Join Hyatt Gold Passport today and start earning points for stays, dining and more. Visit goldpassport.com

From: <mdunn@cacities.org>
To: <tbussey@cityofelcajon.us>
Date: 6/2/2016 11:23 AM
Subject: 2016 Annual Conference & Expo Registration Confirmation

Thank you for registering for the 2016 Annual Conference & Expo, October 5 - 7 at the Long Beach Convention Center. To make hotel reservations in one of the League's room blocks, please use the links below:

Hyatt Regency: <https://resweb.passkey.com/go/LeagueofCaliforniaCities2016>

Renaissance: <https://aws.passkey.com/event/14464580/owner/3353/home>

The Westin: <https://www.starwoodmeeting.com/events/start.action?id=1602081185&key=6A22B6A>

Hilton:
http://www.hilton.com/en/hi/groups/personalized/L/LGBLHHF-LC3-20161004/index.jhtml?WT.mc_id=POG

Hyatt Centric The Pike: <https://resweb.passkey.com/go/LoCC2016HyattCentricAttendee>

Queen Mary:
<https://gc.synxis.com/rez.aspx?Hotel=11042&Chain=6255&arrive=10/1/2016&depart=10/9/2016&adult=1&child=0&group=LCCE1016>

Courtyard Marriott:
http://www.marriott.com/meeting-event-hotels/group-corporate-travel/groupCorp.mi?resLinkData=League%20of%20California%20Cities%20AE%20Annual%20Conference%20%26%20Expo%202016%5Elgbcy%60LCCLCCA%7CLCCLCCB%60179.00%60USD%60false%604%6010/4/16%6010/8/16%609/3/16&app=resvlink&stop_mobi=yes

El Cajon
Star Bales
Councilmember
tbussey@cityofelcajon.us

2016 Annual Conference & Expo
Date: October 05, 2016 to October 07, 2016

Early Bird Full Conference \$525.00

Sub Total: \$525.00
Amount Paid: \$525.00
Balance: \$0.00

Questions or special needs? Contact the Conference Registrar at mdunn@cacities.org by Friday, September 2.

Advance registrants unable to attend will receive a refund of rate paid, minus a \$75 processing charge, only when a written request is submitted to mdunn@cacities.org before 5:00 pm on Friday, September 2. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration. Please note sharing of registration is prohibited.

League of California Cities 2016 Annual Conference & Expo

Oct 5, 2016 - Oct 7, 2016

Reservation Details

ACKNOWLEDGEMENT NUMBER:32FM5F4M



HYATT REGENCY LONG BEACH

200 South Pine Ave , Long Beach , CA 90802 , UNITED STATES

lgbrl.reservations@hyatt.com

<http://www.longbeach.hyatt.com>

STANDARD 1 KING BED

DATES: Oct 5, 2016 - Oct 7, 2016

2 nights , 1 adult , 0 children

RATES USD 418.00

TAXES USD 66.60

TOTAL ROOM PRICE USD 484.60

ADD-ONS

SUBTOTAL USD 484.60

GUEST SUMMARY

STAR BALES, WILLIFORD

200 Civic Center Way,

El Cajon, CA, 92020

US

tbussey@cityofelcajon.us

619-441-1716

Oct 5, 2016 - Oct 7, 2016

PAYMENT INFORMATION

Credit Card
VISA
*****6992
** / **

BILLING ADDRESS

Star Bales , Williford
200 Civic Center Way,
El Cajon, CA, 92020

RATES

Oct 5, 2016 - USD 209.00
Oct 6, 2016 - USD 209.00

US
619-441-1716

OTHER INFORMATION

SMOKING PREFERENCE: No Preference

ACCESSIBLE: No

POLICIES

ROOM POLICIES

- Tax is not included

TAX POLICY

15.00% + \$0.13 per night taxes/assessments. Taxes are subject change to without prior notification.

Complete tax description listed as follows.

12.00% Tax - Hotel Occupancy Per Night.

3.00% Assessment - LB Tourism & Business Per Night.

\$0.39 Assessment - CA Travel & Tourism Per Night.

DEPOSIT POLICY

Total Deposit (USD):

CANCEL POLICY

Cancel reservation by 3:00 pm PST 72 hours prior arrival date to avoid a one-night rate penalty fee (room and tax charges).

Copyright © 1997-2016 Passkey International, Inc. All Rights Reserved.
Privacy Policy, Terms and Conditions.9.17-grp3941-02262016-production clapp1a

City Clerk Date Stamp

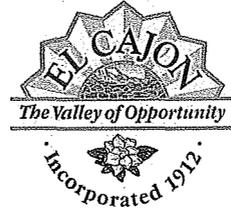
RECEIVED OFFICE OF
CITY CLERK
EL CAJON CA

2016 NOV -9 P 4: 04

City of El Cajon Agenda Report

MEETING: Nov. 15, 2016

ITEM NO: 1.14



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

FROM: Nahid Razi, Purchasing Agent

SUBJECT: On-Site Fleet Parts Program Contract Increase

RECOMMENDATION: That the City Council adopts the next resolution in order and increases the estimated annual contract amount by \$170,000.00 for the On-Site Fleet Parts Program with County Motor Parts Co., Inc.

BACKGROUND: On October 25, 2016, the City Council authorized a directly negotiated contract for a two-year term for the On-Site Fleet Parts Program with County Motor Parts Co., Inc. (CMP). Initially, the estimated annual amount of the contract was \$250,000.00. Upon further review by the Fleet Manager, it was determined that the City has expended approximately \$350,000.00 annually for the parts program in past years.

Due to rising costs and in anticipation of increased needs, the Fleet Manager has requested an increase of \$170,000.00, for a total estimated annual contract amount of \$420,000.00 for the directly negotiated contract with CMP.

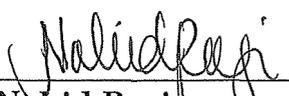
Purchasing, in concurrence with the Assistant City Manager, recommends increasing the estimated annual contract amount by \$170,000.00. Upon the end of the two-year term, City needs will be reevaluated and a new solicitation will be issued.

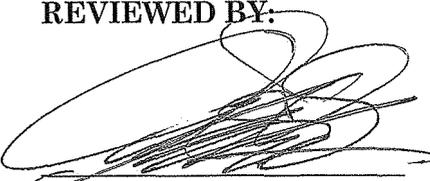
FISCAL IMPACT: The estimated value of the annual contract shall not exceed \$420,000.00 and 2-year costs shall not exceed \$840,000.00. Sufficient funds are available in the Public Works-Fleet Activity Number: 601000.

PREPARED BY:

REVIEWED BY:

APPROVED BY:


Nahid Razi
PURCHASING AGENT


Majed Al-Ghafry
ASSISTANT CITY
MANAGER


Douglas Williford
CITY MANAGER

RESOLUTION NO. -16

RESOLUTION OF THE CITY OF EL CAJON
APPROVING A CONTRACT INCREASE FOR THE
ON-SITE FLEET PARTS PROGRAM

WHEREAS, on October 25, 2016, the City Council of the City of El Cajon (the "City") authorized a directly-negotiated contract for a two-year term for the On-Site Fleet Parts Program (the "Contract") with County Motor Parts Co., Inc. ("CMP"); and

WHEREAS, initially, the estimated annual amount of the Contract was \$250,000.00; however, upon further review by the Fleet Manager, it was determined that the City has expended approximately \$350,000.00 annually for the parts program in past years; and

WHEREAS, due to rising costs and in anticipation of increased needs, the Fleet Manager has requested an increase of \$170,000.00, for a revised total estimated annual amount of \$420,000.00 for the Contract with CMP; and

WHEREAS, Purchasing, in concurrence with the Assistant City Manager, recommends increasing the estimated annual contract amount by \$170,000.00, with re-evaluation of the City's needs and a new solicitation to be issued at the end of the two-year term; and

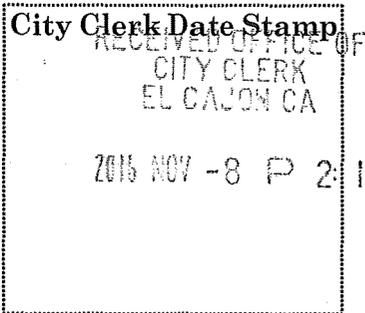
WHEREAS, the City Council believes it to be in the best interest of the City to increase the estimated annual contract amount by \$170,000.00, with re-evaluation and a new solicitation to be issued at the end of the two-year term.

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

1. The City Council hereby finds the foregoing recitals to be true and correct, and are the findings of the City Council.
2. The City Council hereby approves an increase of \$170,000.00 for the Contract with County Motor Parts Co., Inc., for a total estimated annual contract amount not exceed \$420,000.00.
3. The City Council hereby authorizes the Mayor and City Clerk to execute any necessary documents for and on behalf of the City of El Cajon.

11/15/16 (Item 1.14)

Approve Increase in County Motor Parts contract (4) 110916



City of El Cajon Agenda Report

MEETING: Nov. 15, 2016

ITEM NO: 3.1



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

FROM: Dennis Davies, Deputy Director of Public Works

SUBJECT: Delinquent Refuse Collection Charges

RECOMMENDATION: That the City Council:

1. Opens the Public Hearing and receives testimony;
2. Closes the Public Hearing;
3. Adopts the next RESOLUTIONS in order confirming the list of property owners as delinquent in the payment of their mandatory trash service bills; and
4. Authorizes the City Clerk to record the amount owed as a lien on the property and forwards a list to the County Tax Assessor for billing on the next property tax bill.

BACKGROUND: On January 1, 1996, the City began mandatory trash service for all single-family residences. The City's agreement with Waste Management (WM) allows WM to bill for regular service with the City accepting assignment of all delinquencies. This allows the City to use the enforcement power of a property lien, when necessary, to collect past due amounts. Based on the El Cajon Municipal Code, the City allows exemption from the mandatory service with sufficient proof of use of a City approved solid waste and recyclables collection alternative.

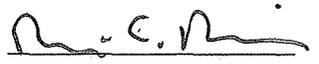
Of the approximate 14,000 active single-family accounts, 712 customers were sent a final notice of delinquency on September 14, 2016, asking them to pay a total of \$104,821.20. As of November 3, 2016, approximately 285 customers have paid, leaving a balance of 427 delinquent accounts for the City Council to consider.

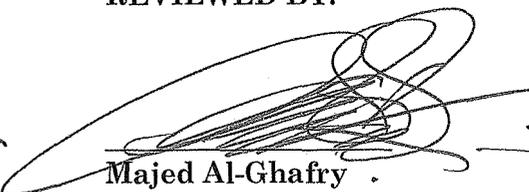
FISCAL IMPACT: As of November 3, 2016, there are 427 delinquent accounts, totaling \$65,322.34. As the City collects a 15% franchise fee, the City's financial share of these delinquencies is approximately \$9,798.35.

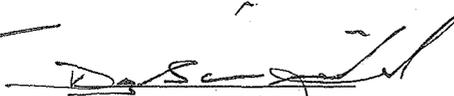
PREPARED BY:

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 REPORT AND ACCOUNT OF
DELINQUENT REFUSE COLLECTION SERVICE FEES AND CHARGES;
AND CONFIRMING ASSESSMENTS AS LIENS PURSUANT TO
CHAPTER 8.24 OF THE EL CAJON MUNICIPAL CODE

WHEREAS, pursuant to the provisions of Chapter 8.24 of the El Cajon Municipal Code, a public hearing was held on November 15, 2016, for the purpose of hearing objections or protests to a report and account of delinquent refuse collection service fees and charges; and

WHEREAS, protests and objections of the owners of the properties liable to be assessed for said delinquent charges have been heard and considered by said City Council, and said accounts have been approved as submitted.

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

1. In accordance with the provisions of Title 4, Division 3, Chapter 10, Section 38791 and Title 3, Division 2, Chapter 8, Section 25831 of the Government Code of the State of California, and Section 8.24.090 of Chapter 8.24 of the El Cajon Municipal Code, the report and account of delinquent refuse collection service fees and charges (Exhibit "A") considered at the hearing held on November 15, 2016, on file in the office of the City Clerk, is approved, and the unpaid amounts designated in said report and account shall be a charge to the owners of the properties on the next regular tax bill, and shall be liens upon the properties involved.

2. The sums herein assessed remaining unpaid after thirty (30) days from the date of this resolution shall bear interest at the rate of seven percent (7%) per annum, as set forth in Section 8.24.100 of Chapter 8.24 of the El Cajon Municipal Code.

3. The designation of said parcels is shown by Assessor's parcel numbers, and the initial amounts plus interest to be assessed and imposed as liens are designated thereafter on Exhibit "A," on file in the Office of the City Clerk.

4. Said liens shall be of no further force or effect upon the confirmation of the Tax Collector that said assessments have been added to the tax rolls.

5. The City Clerk is hereby directed to record a certified copy of this resolution and Exhibit "A" in the office of the County Recorder of San Diego County.

6. The City Clerk is hereby authorized to discharge and release any such lien when the claim under said lien has been fully satisfied.

7. The decision in your matter is final on this date, and by this notice, you have 90 calendar days from the date of the mailing of this notice to seek judicial

review of this decision pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6, and El Cajon Municipal Code Chapter 1.32.

11/15/16 (Item 3.1)

Delinquent Refuse Liens November 2016 101216

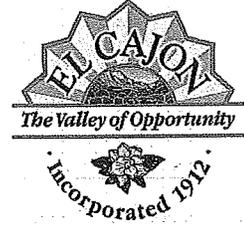
**List of Delinquent Refuse
Collection Accounts is
Available for Review in the
City Clerk's Office, 200
Civic Center Way, El Cajon,
CA 92020. (619) 441-1763**

City Clerk Date
Stamp
RECEIVED OFFICE OF
CITY CLERK
EL CAJON CA
2016 NOV -2 P 4: 44

City of El Cajon Agenda Report

MEETING: Nov. 15, 2016

ITEM NO: 3.2



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

FROM: Yazmin Arellano, City Engineer

SUBJECT: Delinquent Sewer Service Charges

RECOMMENDATION: That the City Council:

1. Opens the Public Hearing and considers any testimony;
2. Closes the Public Hearing;
3. Adopts the next RESOLUTION in order confirming the charges and levying the assessments on the next regular tax bill; and
4. Authorizes the City Clerk to place a lien on delinquent properties and forward a list to the County Tax Assessor for billing on the next property tax bill.

BACKGROUND: In accordance with the requirements of Municipal Code Section 13.44, a public hearing has been requested for delinquent sewer service charges. This is the first lien hearing of the standard tri-annual lien practices to be completed this fiscal year.

On September 13, 2016, delinquency lien hearing notices were mailed to 980 property owners with a must pay date of October 13, 2016, representing a total unpaid balance of \$317,207.90. The lien notices informed property owners of the corresponding public hearing during the October 25, 2016, City Council meeting. Follow-up notices were sent prior to the October 25, 2016, meeting informing property owners that this item had been deferred until the November 15, 2016, City Council meeting.

As of October 26, 2016, only 574 of the accounts remained delinquent, owing \$291,650.37. A revised listing of those accounts that remain delinquent as of November 15, 2016, will be provided to the City Council at the time of the hearing. The final lien balances in the revised listing will include the standard \$25.00 administrative lien fee and a 1.5 % interest charge.

FISCAL IMPACT: Failure to pay sewer charges impacts the City's ability to meet wastewater collection, treatment, and maintenance costs. There is no impact to the General Fund.

PREPARED BY:



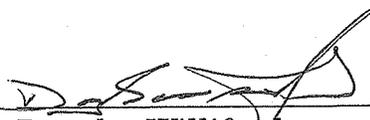
Yazmin Arellano
CITY ENGINEER

REVIEWED BY:



Majed Al-Ghafry
ASSISTANT CITY
MANAGER

APPROVED BY:



Douglas Williford
CITY MANAGER

RESOLUTION NO. __-16

RESOLUTION APPROVING REPORT AND ACCOUNT OF
SEWER SERVICE CHARGE DELINQUENCIES; AND
CONFIRMING ASSESSMENTS AS LIENS PURSUANT TO
CHAPTER 13.44 OF THE EL CAJON MUNICIPAL CODE

WHEREAS, pursuant to the provisions of Chapter 13.44 of the El Cajon Municipal Code, a public hearing was held on November 15, 2016, for the purpose of hearing objections or protests to a report and account of delinquent sewer service charges; and

WHEREAS, protests and objections of the owners of the property liable to be assessed for said delinquent charges have been heard and considered by said City Council, and said account has been approved as submitted.

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

1. In accordance with the provisions of Section 13.44.100 of Chapter 13.44 of the El Cajon Municipal Code, the report and account of delinquent sewer service charges (Exhibit "A") considered at the hearing held on November 15, 2016, on file in the office of the City Clerk, is approved, and the unpaid amounts designated in said report and account shall be a charge to the owners of the property on the next regular tax bill, and shall be a lien upon the property involved.

2. The sums herein assessed remaining unpaid after thirty (30) days from the date of this resolution shall bear interest as set forth in Section 13.44.110 of Chapter 13.44 of the El Cajon Municipal Code.

3. The designation of said parcels is shown by Assessor's parcel numbers, and the initial amount plus interest to be assessed and imposed as a lien is designated thereafter on Exhibit "A" on file in the Office of the City Clerk.

4. Said liens shall be of no further force or effect upon the confirmation of the Tax Collector that said assessments have been added to the tax rolls.

5. The City Clerk is hereby directed to record a certified copy of this resolution and Exhibit "A" in the office of the County Recorder of San Diego County.

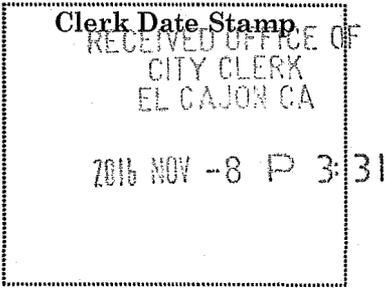
6. The City Clerk is hereby authorized to discharge and release any such lien when the claim under said lien has been fully satisfied.

7. The decision in your matter is final on this date, and by this notice, you have 90 calendar days from the date of the mailing of this notice to seek judicial review of this decision pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6, and El Cajon Municipal Code Chapter 1.32.

11/15/16 (Item 3.2)

Delinquent Sewer Liens November 2016 101216

**List of Delinquent
Sewer Collection
Accounts is Available
for Review in the
City Clerk's Office,
200 Civic Center Way,
El Cajon, CA 92020
619-441-1763**



City of El Cajon Agenda Report

MEETING: Nov. 15, 2016

ITEM NO: 3.3



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

FROM: Building Official/Fire Marshal

SUBJECT: Public Hearing of ordinances adopting by reference the California Building Code 2016 Edition, the California Electrical Code 2016 Edition, the California Mechanical Code 2016 Edition, the California Plumbing Code 2016 Edition, the California Residential Code 2016 Edition, the California Fire Code 2016 Edition, the California Green Building Standards Code 2016 Edition, the California Historical Building Code 2016 Edition, the California Existing Building Code 2016 Edition, and expanding the scope of El Cajon Municipal Code section 15.92 to include expedited permit processing for electric vehicle charging stations and advanced energy storage systems.

RECOMMENDATION: That the City Council:

1. Opens the public hearing and receive testimony;
2. Closes the public hearing;
3. Conducts separate, sequential, public hearings and thereafter approve or deny, by separate votes and adopting by reference the following building standards for use within the City of El Cajon: the California Building Code 2016 Edition, the California Electrical Code 2016 Edition, the California Mechanical Code 2016 Edition, the California Plumbing Code 2016 Edition, the California Residential Code 2016 Edition, the California Fire Code 2016 Edition, the California Green Building Standards Code 2016 Edition, the California Historical Building Code 2016 Edition, the California Existing Building Code 2016 Edition, and to expand the scope of El Cajon Municipal Code section 15.92 to include expedited permit processing for electric vehicle charging stations and advanced energy storage systems; and
4. If approved, directs the City Clerk to recite the titles of the ordinances for the Second Reading.

BACKGROUND:

Adoption of the California Building Standards (the California codes listed above) is a routine process of implementation of the codes promulgated by the California Building Standards Commission. Typically, the adoption process is repeated on a triennial cycle with new and updated codes and regulations. In July of 2016, the California Building Standards Commission published the new California Building Standards with an implementation date at the local level of January 1, 2017.

Adoption of the new codes will allow the residents of El Cajon to have the most highly developed and up-to-date codes available for their use.

Also proposed for adoption is an expansion of El Cajon Municipal Code section 15.92 which will now include electrical vehicle charging stations and advanced energy storage systems in an expedited review process. This change of section 15.92 reflects requirements of AB 1236 signed into law by the Governor of California on October 8, 2015, and the spirit of AB 2713 currently being considered by the State Legislature.

FISCAL IMPACT:

None. Implementation of new building codes will be handled by existing budgeted Building and Fire Safety Division staff.

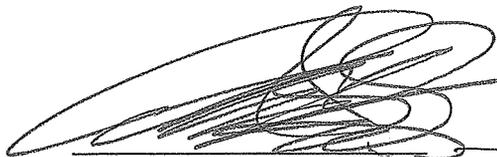
PREPARED BY:

REVIEWED BY:

APPROVED BY:



**Dan Pavao
Building Official
Fire Marshal**



**Majed Al-Ghafry
Assistant City Manager**



**Douglas Williford
City Manager**

ORDINANCE NO. ____

AN ORDINANCE REPEALING CHAPTER 15.04
OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE;
ADOPTING THE CALIFORNIA BUILDING CODE, 2016 EDITION,
AS AMENDED, BY REFERENCE; AND ADDING A
NEW CHAPTER 15.04 TO TITLE 15 OF
THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of commercial and residential buildings in the City of El Cajon, and maintenance of all buildings and structures within the city, and incidental matters relating thereto through the adoption of the California Building Code, 2016 Edition, with such modifications as set forth in Chapter 15.04 of the El Cajon Municipal Code.

SECTION 2: Pursuant to Health and Safety Code Sections 17958.5 and 17958.7, the City Council makes the following finding:

Local climatic, geographical and topographical conditions, specifically the terrain, excessively high temperatures during summer months, and parts of the spring and autumn months, rate of population growth, housing and occupancy conditions and needs, and the environment existing in the City of El Cajon constitute conditions which require that the California Building Code be modified as set forth herein.

SECTION 3: Chapter 15.04 of Title 15 of the El Cajon Municipal Code is hereby repealed in its entirety.

SECTION 4: A new Chapter 15.04 is hereby added to Title 15 of the El Cajon Municipal Code to read as follows:

Chapter 15.04 CALIFORNIA BUILDING CODE

15.04.010 California Building Code, 2016 Edition—Adopted by reference.

The California Building Code, 2016 Edition, composed of two volumes, excluding section 103, 116, and sections 3109.1 through 3109.4.3, as published by the International Code Council, is adopted by reference as the building code of the city (the "building code"), for regulating the construction, erection, enlargement, repair, removal, demolition, occupancy, equipment, use, height, area and maintenance of all non-residential buildings and structures in the city, providing for the issuance of permits therefore, and each and all such regulations, provisions, penalties, conditions and terms of the California Building Code, 2016 Edition, are referred to, adopted and made a part of this chapter as though fully set out in this chapter, excepting such portions as are

15.04.040 Section 105.2 amended—Work exempt from permits.

A. Item 1 of Section 105.2 of the CBC is amended to read as follows:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed one hundred twenty (120) square feet (11.2m²). The structure shall be at least six (6) feet from any other building on the property, maintain setbacks from property lines as outlined in the zoning ordinance, and not exceed lot coverage limitations as specified by the zoning ordinance.

B. A new item 14 is added to Section 105.2 of the CBC to read as follows:

14. Satellite dishes three (3) feet in diameter or less when utilizing only low voltage wiring.

C. A new Section 105.2.5 is added to the CBC to read as follows:

105.2.5 Compliance with code. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

15.04.050 Section 105.5 amended—Expiration.

Section 105.5 of the CBC is amended to read as follows:

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of one hundred eighty (180) days after the time the work is commenced. The maximum life of any permit is three (3) years. If a final inspection is not obtained within the three-year time period the permit will become invalid and a new permit will be required. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than one hundred eighty (180) days each. The extension shall be requested in writing and justifiable cause demonstrated. If code violations exist relating to the building or work authorized by the permit, the building official may establish a permit expiration date of less than one hundred eighty (180) days.

15.04.060 Section 109.2 amended—Schedule of permit fees.

Section 109.2 of the CBC is amended to read as follows:

109.2 Schedule of permit fees. The permit fees for all Building and Fire Safety Division transactions of the City of El Cajon shall be set by the city council by resolution, and may be amended from time to time, to be listed in the City of El Cajon Schedule of Miscellaneous Fees.

15.04.070 Section 113.1 amended, section 113.3 deleted—Board of Appeals.

A. Section 113.1 of the CBC is amended to read as follows:

113.1 General. In order to hear and decide appeals of order, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created an appeals board and housing appeals board. The appeals board and housing appeals board shall be appointed by the local governing body, or comprised of the local governing body, and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business.

B. Section 113.3 deleted—Qualifications.

15.04.080 Section 501.2 amended—Address identification.

Section 501.2 of the CBC is amended to read as follows:

Section 501.2 Address Identification. Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: minimum three inches (3") high with a one-half inch ($\frac{1}{2}$ ") stroke for individual suites and apartments, minimum four inches (4") high with a one-half inch ($\frac{1}{2}$ ") stroke for residential buildings, minimum eight inches (8") high with a one-half inch ($\frac{1}{2}$ ") stroke for commercial, multi-residential buildings, and industrial buildings. Additional numbers shall be required where deemed necessary by the building official or fire code official, such as rear access doors, building corners, and entrances to commercial centers. The building official or fire code official may require larger address numbers based on visibility and the needs of emergency response personnel.

15.04.090 Section 903.2 amended—Where required.

Section 903.2 of the CBC is amended to read as follows:

903.2 Where required. Approved automatic fire sprinkler systems are required in all new structures, and in locations described in Sections 903.2.1 through 903.2.12 where a change of occupancy occurs. Fire barriers, partitions and walls, regardless of rating, shall not be considered

as creating separate buildings for purposes of determining fire sprinkler requirements. Mezzanines shall be included in the total square footage calculation. For additions, in other than R-3 and U occupancies, an automatic fire sprinkler system installed in accordance Section 903.2 shall be required to be installed throughout structures when the added square footage has caused deficient fire flow in the available water supply as required per CFC section 507.3, or where hydrant spacing is deficient.

Additions to R-3 and U occupancies will require an automatic fire sprinkler system installed in accordance with CFC section 903.2 throughout the entire building when the added square footage is more than 50% of the existing building area and the combined square footage has created deficient fire flow in the available water supply as required per section 507.3, or when the added square footage is more than 50% of the existing square footage and the fire hydrant spacing is deficient. The fire code official may require an automatic sprinkler system be installed in buildings where no water main exists to provide the required fire flow or where a special hazard exists such as: poor access roads, grade and canyon rims, hazardous brush and response times greater than five (5) minutes by a the fire department. When fire sprinklers are required under additions, this shall mean the entire structure or structures shall be equipped with fire sprinklers. The fire code official may require that other protective measures be taken based on existing conditions and/or potential hazards.

Exceptions:

1. Unless required by other sections of this code, non-residential occupancies not greater than one thousand (1,000) square feet which are of ignition-resistant construction or as determined by the building official to not present a significant fire hazard.
2. Agricultural buildings constructed of wood or metal frames, over which fabric or similar material is stretched, which are specifically used as green houses are exempt from the automatic sprinkler requirements unless physically connected to other structures.
3. Unless required by other sections of this code, ancillary structures less than five hundred (500) square feet and not determined to be a significant fire hazard by the fire code official.

15.04.100 Section 1505.1.5 of Chapter 15 added—Wood shake or shingle roofs prohibited.

Section 1505.1.5 is added to read as follows:

1505.1.5 Wood shake and shingle roofs are not permitted except for minor repairs no larger than one roofing square in area.

15.04.110 Section 3111.2.3.3 Item 1 amended.

Section 3111.2.3.3 Item 1 of the CBC is amended to read as follows:

1. In buildings or structures without an automatic fire sprinkler system, and without smoke and heat removal as prescribed by CBC section 910, arrays shall be not greater than fifty (50) feet by fifty (50) feet in distance in either axis in order to create opportunities for fire department smoke ventilation operations.

In buildings or structures with an automatic fire sprinkler system, or with smoke and heat removal as prescribed by CBC section 910, arrays shall be not greater than one-hundred and fifty (150) feet by one-hundred and fifty (150) feet.

15.04.120 Section 3202.5 added—Special provisions for SP 182.

Section 3202.5 of the CBC is added to read as follows:

3202.5 Special Provisions for SP 182. No part of any structure or any appendage thereto, except signs, shall project beyond the property line of the building site, except as specific in this chapter. Structures or appendages regulated by this code shall be constructed of materials as specified in Section 705.

The projection of any structure or appendage shall be the distance measured horizontally from the property line to the outermost point of the projection.

Nothing in this code shall prohibit the construction and use of a structure between buildings and over or under a public way, provided the structure complies with all requirements of this code.

Nothing in this code shall prohibit the construction and use of a structure over a public way, provided that the structure is located in the area known as special development area No. 9, regulated by specific plan 182, and is located on Main Street between Ballantyne Street/Avocado Avenue on the east and Chambers Street on the west, and further, where the structure constructed over a public way is the second story of the structure, extends not more than twelve feet, maintains a minimum eight-foot headroom clearance over the public way, except for support elements, which may bear and reside on public property; further provided that the overhanging portion of the structure shall (1) incorporate sprinkler protection of the public way and be in accordance with the provisions of Chapter 9 of this code and the applicable sections of NFPA 13, and (2) incorporate engineering standards consistent with the provisions for essential services as categorized by Section 1604A.5 and Table 1604A.5 of this code; further, provided that any such structure constructed over a public way is

first approved by way of conditional use permit granted by the city council of the city of El Cajon, and meets all other requirements under the El Cajon Municipal Code, including this code.

No provisions of this chapter shall be construed to permit the violation of other laws or ordinances regulating the use and occupancy of public property.

15.04.130 Section 3302 amended—Construction safeguards and dust control.

- A. Section 3302 is re-titled-Construction Safeguards and Dust Control.
- B. Section 3302 is amended by adding Section 3302.4 to read as follows:

3302.4 Dust control. Dust shall be controlled on construction sites by approved methods so as to protect the health, safety, and welfare of the public.

15.04.140 Section 15.04.140 added—Public nuisance.

Section 15.04.140 is added to read as follows:

15.56.300 Public nuisance. A violation of any provision of the California Building Code as adopted and amended by this chapter is deemed to be a public nuisance and may be abated in accordance with Chapter 1.16 of the El Cajon Municipal Code.

15.04.150 Section 15.04.150 added—Violation-penalty.

Section 15.04.150 is added to read as follows:

It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, remove, improve, convert or demolish, equip, use, occupy, or maintain any building or structure, or cause the same to be done, contrary to or in violation of the provisions of this chapter.

Any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and subject to the provisions of the general penalty clause as set forth in Section 1.24.010 of this code, or any other penalty adopted by the city.

SECTION 5: This ordinance shall be effective thirty days following its passage and adoption.

ECMC 15.04 - California Building Code (2016 Ed) 102016

First Reading – 10/25/16 (Item No. 13.1 #A)
Second Reading – 11/15/16 (Item No. 3.3 #A)

ORDINANCE NO. ____

AN ORDINANCE REPEALING SECTION 15.20.010 OF
CHAPTER 15.20 OF TITLE 15 OF THE
EL CAJON MUNICIPAL CODE; ADOPTING THE
CALIFORNIA ELECTRICAL CODE, 2016 EDITION,
AS AMENDED, BY REFERENCE; AND
ADDING A NEW SECTION 15.20.010
TO CHAPTER 15.20 OF TITLE 15
OF THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of residential buildings in the City of El Cajon, and maintenance of all buildings and structures within the City, and incidental matters relating thereto through the adoption of the California Electrical Code, 2016 Edition, with such modifications as set forth in Chapter 15.20 of the El Cajon Municipal Code.

SECTION 2: Pursuant to Health and Safety Code Sections 17958.5 and 17958.7, the City Council makes the following finding:

Local climatic, geographical and topographical conditions, specifically the terrain, rate of population growth, housing and occupancy conditions and needs, and the environment existing in the City of El Cajon constitute conditions which require that the California Electrical Code be modified as set forth herein.

SECTION 3: Section 15.20.010 of Chapter 15.20 of Title 15 of the El Cajon Municipal Code is hereby repealed.

SECTION 4: A new Section 15.20.010 of Chapter 15.20 is hereby added to Title 15 of the El Cajon Municipal Code to read as follows:

Chapter 15.20 CALIFORNIA ELECTRICAL CODE

15.20.010 California Electrical Code, 2016 Edition—Adopted by reference.

The California Electrical Code, 2016 Edition, as published by the International Code Council, is adopted as the electrical code of the city (the “electrical code”), except as hereinafter modified, amended, repealed or deleted, and is by this reference made a part hereof as though fully set out herein.

The requirements of the electrical code shall apply to all residential, commercial and industrial electrical installations. All electrical installations that are under the

jurisdiction of the California Division of Industrial Safety shall also comply with the requirements of the electrical safety orders of the Department of Industrial Relations of the state of California.

SECTION 5: This ordinance shall be effective thirty days following its passage and adoption.

ECMC 15.20 - California Electrical Code (2016 Ed) 091216

First Reading – 10/25/16 (Item No. 13.1 #B)
Second Reading – 11/15/16 (Item No. 3.3 #B)

ORDINANCE NO. ____

AN ORDINANCE REPEALING CHAPTER 15.48 OF TITLE 15
OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE
CALIFORNIA MECHANICAL CODE, 2016 EDITION,
AS AMENDED, BY REFERENCE; AND
ADDING A NEW CHAPTER 15.48 TO TITLE 15
OF THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of residential buildings in the City of El Cajon, and maintenance of all buildings and structures within the City, and incidental matters relating thereto through the adoption of the California Mechanical Code, 2016 Edition, with such modifications as set forth in Chapter 15.48 of the El Cajon Municipal Code.

SECTION 2: Pursuant to Health and Safety Code Sections 17958.5 and 17958.7, the City Council makes the following finding:

Local climatic, geographical and topographical conditions, specifically the terrain, rate of population growth, housing and occupancy conditions and needs, and the environment existing in the City of El Cajon constitute conditions which require that the California Mechanical Code be modified as set forth herein.

SECTION 3: Chapter 15.48 of Title 15 of the El Cajon Municipal Code is hereby repealed in its entirety.

SECTION 4: A new Chapter 15.48 is hereby added to Title 15 of the El Cajon Municipal Code to read as follows:

Chapter 15.48 CALIFORNIA MECHANICAL CODE

15.48.010 California Mechanical Code, 2016 Edition—Adopted by reference.

The California Mechanical Code, 2016 Edition, including Appendix Chapters B, C and D, as published by the International Code Council, as the mechanical code of the city (the “mechanical code”), regulating the complete installation and maintenance of heating, ventilating, comfort cooling and refrigeration systems in the city, and providing for the issuance of permits and collection of fees therefor. Each and all of such regulations, provisions, penalties, conditions and terms of the California Mechanical Code, 2016 Edition, are referred to, adopted, and made a part of this chapter as though fully set forth in this chapter, excepting such portions as are deleted, modified, added or

amended by this chapter. The mechanical code is hereinafter referred to as the "CMC," and one copy is on file in the office of the city clerk.

15.48.020 Interpretation.

The language used in this chapter and in the California Mechanical Code is intended to convey the common and accepted meaning familiar to the construction industry. The building official is authorized to determine the intent and meanings of any provisions of this code.

15.48.030 Liability unaffected by chapter.

The CMC shall not be construed to relieve from or lessen the responsibility of any party owning, operating, controlling or installing any plumbing, piping, fixtures, appliances or materials for damage to persons or property caused by any defect therein, nor shall the City or any officer or employee thereof enforcing this code be held as assuming any such liability by reason of the inspections authorized herein in accordance with the provisions of this chapter.

15.48.040 Section 104.3.2 Amended—Plan Review Fees.

The third and fourth paragraphs of Section 104.3.2 of the CMC are amended to read as follows:

The plan review fees specified in this subsection are separate fees from permit fees specified in the City of El Cajon Schedule of Miscellaneous Fees and are in addition to permit fees.

When plans are incomplete or changed so as to require additional review, a fee shall be charged at the rate as specified on the City's fee schedule.

15.48.050 Section 104.5 Amended, Table 104.5 deleted—Fees.

Section 104.5 of the CMC is amended to read as follows:

104.5 Fees. The permit fees for all Building and Fire Safety Division transactions of the city of El Cajon shall be set by the city council by resolution, and may be amended from time to time, to be listed in the City of El Cajon Schedule of Miscellaneous Fees.

Table 104.5 of the CMC is deleted.

15.48.060 Division II Section 107 Amended—Board of Appeals

Division II Section 107.1 of the CMC is amended to read as follows:

107.1 Board of Appeals. Appeals to the decisions or determinations made by the building official relative to the application and interpretation of the mechanical code as adopted by the city, shall be heard in accordance with the board of appeals procedure as outlined in the California Building Code as amended by Chapter 15.04 of the El Cajon Municipal Code.

15.48.070 Public nuisance.

A violation of any provision of the California Mechanical Code as adopted and amended by this chapter is deemed to be a public nuisance and may be abated in accordance with Chapter 1.16 of the El Cajon Municipal Code.

15.48.080. Violation-Penalty.

Any person, firm or corporation violating any of the provisions of this chapter shall be subject to the provisions of the general penalty clause as set forth in Section 1.24.010 of this code, or any other penalty adopted by the City.

SECTION 5: This ordinance shall be effective thirty days following its passage and adoption.

ECMC 15.48 - California Mechanical Code (2016 Ed) 091216

First Reading – 10/25/16 (Item No. 13.1 #C)
Second Reading – 11/15/16 (Item No. 3.3 #C)

ORDINANCE NO. ____

AN ORDINANCE REPEALING CHAPTER 15.52
OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE;
ADOPTING THE CALIFORNIA PLUMBING CODE,
2016 EDITION, AS AMENDED, BY REFERENCE; AND
ADDING A NEW CHAPTER 15.52 TO TITLE 15
OF THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of residential buildings in the City of El Cajon, and maintenance of all buildings and structures within the City, and incidental matters relating thereto through the adoption of the California Plumbing Code, 2016 Edition, with such modifications as set forth in Chapter 15.52 of the El Cajon Municipal Code.

SECTION 2: Pursuant to Health and Safety Code Sections 17958.5 and 17958.7, the City Council makes the following finding:

Local climatic, geographical and topographical conditions, specifically the terrain, rate of population growth, housing and occupancy conditions and needs, and the environment existing in the City of El Cajon constitute conditions which require that the California Plumbing Code be modified as set forth herein.

SECTION 3: Chapter 15.52 of Title 15 of the El Cajon Municipal Code is hereby repealed in its entirety.

SECTION 4: A new Chapter 15.52 is hereby added to Title 15 of the El Cajon Municipal Code to read as follows:

Chapter 15.52 CALIFORNIA PLUMBING CODE

15.52.010 California Plumbing Code, 2016 Edition—Adopted by reference.

The California Plumbing Code, 2016 Edition, including, Appendix A and Appendix B, as published by the International Code Council, is adopted as the plumbing code of the city (the “plumbing code”), establishing requirements, rules and standards for plumbing installations and materials, providing for the issuance of permits and the collection of fees. Each and all of such regulations, provisions, penalties, conditions and terms of the California Plumbing Code, 2016 Edition, are referred to, adopted, and made a part of this chapter as though fully set forth in this chapter, excepting such portions as are deleted, modified, added or amended by this chapter. The plumbing

code is referred to in this chapter as the "CPC," and one copy is on file in the office of the city clerk.

15.52.020 Interpretation.

The language used in this chapter and in the California Plumbing Code is intended to convey the common and accepted meaning familiar to the plumbing industry. The building official is authorized to determine the intent and meanings of any provisions of this code.

15.52.030 Liability unaffected by chapter.

This chapter shall not be construed to relieve from or lessen the responsibility of any party owning, operating, controlling or installing any plumbing, piping, fixtures, appliances or materials for damage to persons or property caused by any defect therein, nor shall the city or any officer or employee thereof enforcing the plumbing code be held as assuming any such liability by reason of the inspections authorized in this chapter in accordance with the provisions of this chapter.

15.52.040 Division II, Section 104.3.2 amended—Plan Review Fees.

The third and fourth paragraphs of Section 104.3.2 of the CPC are amended to read as follows:

The plan review fees specified in this subsection are separate fees from permit fees specified in the City of El Cajon Schedule of Miscellaneous Fees and are in addition to permit fees.

When plans are incomplete or changed so as to require additional review, a fee shall be charged at the rate as specified on the city's schedule of fees.

15.52.050 Division II, Section 104.5 amended—Fees.

Section 104.5 of the CPC is amended to read as follows:

104.5 Fees. The permit fees for all Building and Fire Safety Division transactions of the city of El Cajon shall be set by the city council by resolution, and may be amended from time to time, to be listed in the city of El Cajon Schedule of Miscellaneous Fees.

15.52.060 Division II, Section 107.1 amended—Board of Appeals.

Section 107.1 of the CPC is amended to read as follows:

107.1 Board of Appeals. Appeals to the decisions or determinations made by the building official relative to the application and interpretation of

ORDINANCE NO. ____

AN ORDINANCE REPEALING CHAPTER 15.54 OF
TITLE 15 OF THE EL CAJON MUNICIPAL CODE;
ADOPTING THE CALIFORNIA RESIDENTIAL CODE,
2016 EDITION, AS AMENDED BY REFERENCE;
AND ADDING A NEW CHAPTER 15.54 TO TITLE 15
OF THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of residential buildings in the City of El Cajon, and maintenance of all buildings and structures within the City, and incidental matters relating thereto through the adoption of the California Residential Code, 2016 Edition, with such modifications as set forth in Chapter 15.54 of the El Cajon Municipal Code.

SECTION 2: Pursuant to Health and Safety Code Sections 17958.5 and 17958.7, the City Council makes the following finding:

Local climatic, geographical and topographical conditions, specifically the terrain, rate of population growth, housing and occupancy conditions and needs, and the environment existing in the City of El Cajon constitute conditions which require that the California Residential Code be amended as set forth herein.

SECTION 3: Chapter 15.54 of Title 15 of the El Cajon Municipal Code is hereby repealed in its entirety.

SECTION 4: A new Chapter 15.54 is hereby added to Title 15 of the El Cajon Municipal Code to read as follows:

Chapter 15.54 CALIFORNIA RESIDENTIAL CODE

15.54.010 California Residential Code, 2016 Edition—Adopted by reference.

The California Residential Code, 2016 Edition, as published by the International Code Council, excluding section R103 and including appendix chapters H, K, U and V, is adopted by reference as the residential building code of the city (the “residential building code”), for regulating the construction, erection, enlargement, repair, removal, demolition, occupancy, equipment, use, height, area and maintenance of all residential buildings and structures in the city, providing for the issuance of permits therefore, and each and all such regulations, provisions, penalties, conditions and terms of the California Residential Code, 2016 Edition, are referred to, adopted and made a part of this chapter as though fully set out in

this chapter, excepting such portions as are added, deleted, modified or amended by this chapter. The California Residential Code is referred to in this chapter as the "CRC," and one copy is on file in the office of the city clerk.

15.54.020 Section R112.1 amended—General.

Section R112.1 is amended to read as follows:

R112.1 General. Appeals to the decisions or determinations made by the building official relative to the application and interpretation of the California Residential Code adopted by the city, shall be heard in accordance with the board of appeals procedure as outlined in the California Building Code as amended by Chapter 15.04 of the El Cajon Municipal Code.

15.54.030 Section Table R301.2(1) amended—Climatic and Geographic Design Criteria.

Table R301.2(1) is amended as follows:

Climatic and Geographic Design Criteria													
Ground Snow Load	Wind Design				Seismic design Category	Subject to Damage From			Winter Design Temp.	Ice Barrier Underlayment Required	Flood Hazard	Air Freezing Index	Mean Annual Temp.
	Speed mph	Topographic Effects	Special Wind Region	Wind Borne Debris Zone		Weathering	Frost Line Depth	Termite					
Zero	85	No	No	No	D ₁ , D ₂	Negligible	12	No	44	No	(a) 9/23/97 (b) 6/19/97 (c) 6/19/97 1634, 1653, 1654, 1660, 1661, 1662, 1666	0	64

15.54.040 Section R313.2 exception deleted.

The exception to Section R313.2 is deleted.

15.54.050 Section R313.2.2 added—Additions and Alterations.

Section R313.2.2 is added to read as follows:

Section R313.2.2 Additions and Alterations. Additions to R-3 and U occupancies will require an automatic fire sprinkler system throughout the entire building when the added square footage is more than 50% of the

existing building area and the combined square footage has created deficient fire flow in the available water supply as required per CFC section 507.3, or when the added square footage is more than 50% of the existing square footage and the fire hydrant spacing is deficient.

15.54.060 Section R902.2 retitled and amended—Fire-retardant-treated shingles and shakes prohibited.

Section R902.2 is retitled as: Wood shake and shingle roofs prohibited.

Section R902.2 is amended to read as follows:

R902.2 Wood shake and shingle roofs prohibited. Wood shake and shingle roofs are not permitted except for minor repairs no larger than one roofing square in area.

15.16.070 Public Nuisance.

A violation of any provision of the CRC as adopted and amended by this chapter is deemed to be a public nuisance and may be abated in accordance with Chapter 1.16 of this code.

15.16.080 Violation—Penalty.

Any person, firm or corporation violating any of the provisions of this chapter shall be subject to the provisions of the general penalty clause as set forth in Section 1.24.010 of this code, or any other penalty adopted by the city.

SECTION 5: This ordinance shall be effective thirty days following its passage and adoption.

ECMC 15.54 - California Residential Code (2016 Ed) 091916

First Reading – 10/25/16 (Item No. 13.1 #E)
Second Reading – 11/15/16 (Item No. 3.3 #E)

ORDINANCE NO. ____

AN ORDINANCE REPEALING CHAPTER 15.56 OF TITLE 15
OF THE EL CAJON MUNICIPAL CODE; ADOPTING
THE CALIFORNIA FIRE CODE, 2016 EDITION, AS
AMENDED, BY REFERENCE; AND ADDING
A NEW CHAPTER 15.56 TO TITLE 15 OF
THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of commercial and residential buildings in the City of El Cajon, and maintenance of all buildings and structures within the city, and incidental matters relating thereto through the adoption of the California Fire Code, 2016 Edition, with such modifications as set forth in Chapter 15.56 of the El Cajon Municipal Code.

SECTION 2: Pursuant to Health and Safety Code Sections 17958.5 and 17958.7, the City Council makes the following finding:

Local climatic, geographical and topographical conditions, specifically the terrain, rate of population growth, housing and occupancy conditions and needs, and the environment existing in the City of El Cajon constitute conditions which require that the California Fire Code be modified as set forth herein.

SECTION 3: Chapter 15.56 of Title 15 of the El Cajon Municipal Code is hereby repealed in its entirety.

SECTION 4: A new Chapter 15.56 is hereby added to Title 15 of the El Cajon Municipal Code to read as follows:

Chapter 15.56 CALIFORNIA FIRE CODE

15.56.010 California Fire Code, 2016 Edition—Adopted by reference.

The California Fire Code, 2016 Edition, including Appendix Chapters 4, B, BB, C, CC, D, H, and N, but excluding Sections 103, 109, and 111.4, as published by the International Code Council, is adopted by reference as the fire code of the city (the "fire code"), for protecting the interests of health, life, and safety as they relate to the use or occupancy of buildings or premises. All of the regulations, provisions, penalties, conditions and terms of the California Fire Code, 2016 Edition, are referred to, adopted and made a part of this chapter as though fully set out in this chapter, excepting such portions as are added, deleted, modified

or amended by this chapter. The California Fire Code is referred to in this chapter as the "CFC," and one copy is on file in the office of the city clerk.

15.56.020 Section 101.1 amended—Title.

Section 101.1 of the CFC is amended to read as follows:

101.1 Title. These regulations will be known as the Fire Code of the City of El Cajon, hereinafter referred to as "this code."

15.56.030 Section 105.1.1.1 added—Schedule of Fees.

Section 105.1.1.1 of the CFC is added to read as follows:

105.1.1.1 Schedule of fees. The permit fees for all permits authorized by this code shall be as listed in the City of El Cajon Schedule of Miscellaneous Fees.

15.56.040 Section 105.3.1 amended—Expiration.

Section 105.3.1 of the CFC is amended to read as follows:

105.3.1 Expiration. An operational permit shall remain in effect until reissued, renewed, or revoked, or for such a period of time as specified in the permit. Construction permits shall automatically become invalid unless the work authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of one hundred eighty (180) days after the time the work is commenced. The maximum life of any construction permit is three (3) years. If a final inspection is not obtained within the three (3) year time period, the permit will become invalid and a new permit will be required. Before such work recommences, a new permit shall be first obtained and the fee to recommence work, if any, shall be one-half (1/2) the amount required for a new permit for such work, provided no changes have been made or will be made in the original construction documents for such work, and provided further that such suspension or abandonment has not exceeded one (1) year. Permits are not transferable and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued.

15.56.050 Section 108 amended—Board of Appeals.

Section 108 of the CFC is amended to read as follows:

Appeals Board. Appeals to the decisions or determinations made by the building official/fire marshal, or fire code official relative to the application and interpretation of the fire code adopted by the city, shall be heard in

accordance with the board of appeals procedure as outlined in the California Building Code as amended by Chapter 15.04 of the El Cajon Municipal Code.

15.56.060 Section 202 amended—Definitions.

Section 202 of the CFC is amended by adding the following definitions:

Accessory Structure is a building or structure used to shelter or support any material, equipment, chattel, or occupancy other than a habitable building.

Combustible Vegetation is material that in its natural state will readily ignite, burn and transmit fire from the vegetative growth to any structure; this includes ground fuels which are any native or landscape vegetation not considered a tree and generally in contact with the ground.

Fire Authority Having Jurisdiction (FAHJ) is the designated entity providing enforcement of fire regulations as they relate to planning, construction, and development. This entity may also provide fire suppression and other emergency services.

Fire Department is any regularly organized fire department, fire protection district, a legally formed volunteer fire department recorded with the County of San Diego, or fire company regularly charged with the responsibility of providing fire protection to the jurisdiction.

Fire Hazard is anything that increases or could create an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or anything or act which could obstruct, delay, hinder or interfere with the operations of the fire department or egress of occupants in the event of fire.

Hazardous Fire Area is any geographic area mapped by the State or local jurisdiction as a high or very high fire hazard area, or as set forth by the FAHJ that contains the type and condition of vegetation, topography, weather, and structure density to potentially increase the possibility of vegetation conflagration fires shall be considered a hazardous fire area.

Heavy Timber Construction as described in the California Building Code.

Off-site Roadway is a road, street, public highway, or private road used for fire apparatus access from a publicly maintained road to the boundary of the subject property.

On-site Roadway is a road, street, public highway, private road, or driveway used for fire apparatus access within the boundaries of the subject property or land division.

Planning Authority Having Jurisdiction (PAHJ) is the identified authority regulating and enforcing planning and/or construction standards.

Response Time is the elapsed time from the fire department's receipt of the first alarm to when the first fire unit arrives at the scene.

Travel time is the estimated time it would take for a responding agency to travel from the fire station to the furthest structure in a proposed development project, determined by measuring the safest, most direct, appropriate, and reliable route with consideration given to safe operating speeds for heavy fire apparatus.

Vegetation Conflagration is an uncontrolled fire spreading through vegetative fuels, and exposing and consuming structures in the advancing path of fire.

15.56.070 Section 503.2.1 amended—Dimensions.

Section 503.2.1 of the CFC is amended to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed improved width of not less than twenty (20) feet, except for single family residential driveways not exceeding 150 feet in length from the public right-a-way and serving no more than two single family dwellings, shall have a minimum of sixteen (16) feet unobstructed improved width. Any of the following, which have separated lanes of one way traffic; gated entrances with card readers; guard stations or center medians, are allowed, provided that each lane is not less than fourteen (14) feet wide. All fire apparatus access roads shall have an unobstructed vertical clearance of not less than thirteen feet six inches (13'6"). Vertical clearance or road widths shall be increased when, in the opinion of the fire code official, vertical clearances or road widths are not adequate to provide fire apparatus access.

Exception: Upon approval of the fire code official, vertical clearance or road width may be reduced as long as the reduction does not impair access by fire apparatus. In cases where the vertical clearance has been reduced, approved signs shall be installed and maintained indicating the amount of vertical clearance.

15.56.080 Section 503.3.1 added—Fire Lane Designation.

Section 503.3.1 of the CFC is added to read as follows:

503.3.1 Fire lane designation. Where the fire code official determines that it is necessary to ensure adequate fire access, the fire code official may designate existing roadways as fire access roadways as provided by Vehicle Code Section 22500.1 (public) or 22658(a) (private).

15.56.090 Section 505.1 amended—Premises Identification.

Section 505.1 of the CFC is amended to read as follows:

Section 505.1 Address Identification; Address Numbers. Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: minimum three inches (3") high with a one-half inch ($\frac{1}{2}$ ") stroke for individual suites and apartments, minimum four inches (4") high with a one-half inch ($\frac{1}{2}$ ") stroke for residential buildings, minimum eight inches (8") high with a one-half inch ($\frac{1}{2}$ ") stroke for commercial, multi-residential buildings, and industrial buildings. Additional numbers shall be required where deemed necessary by the fire code official, such as rear access doors, building corners, and entrances to commercial centers. The fire code official may require larger address numbers based on visibility and the needs of emergency response personnel.

15.56.100 Section 505.3 added—Response Map Updates.

Section 505.3 of the CFC is added to read as follows:

505.3 Response Map Updates. Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates in a format compatible with current department mapping services, and shall be charged a reasonable fee for updating all response maps.

15.56.110 Section 506.1 amended—Key Boxes.

Section 506.1 of the CFC is amended to read as follows:

506.1 Where required. All central station-monitored fire detection systems and fire sprinkler systems shall have an approved emergency key access box on site in an approved location. In addition, Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be

installed in an approved location. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official.

15.56.120 Section 507.5.1.1 amended—Hydrant for Standpipe Systems.

Section 507.5.1.1 of the CFC is amended to read as follows:

507.5.1.1 Hydrant for Standpipe Systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within fifty (50) feet of the fire department connection.

Exception: The distance shall be permitted to exceed fifty (50) feet where approved by the fire code official.

15.56.130 Section 605.11.1.3.3 amended—Smoke Ventilation.

Section 605.11.1.3.3 of the CFC is amended to read as follows:

1. In buildings or structures without an automatic fire sprinkler system, and without smoke and heat removal as prescribed by CBC Section 910, arrays shall be not greater than fifty (50) feet by fifty (50) feet in distance in either axis in order to create opportunities for fire department smoke ventilation operations.
2. In buildings or structures with an automatic fire sprinkler system, or with smoke and heat removal as prescribed by CBC Section 910, arrays shall be not greater than one-hundred and fifty (150) feet by one-hundred and fifty (150) feet in distance in either axis in order to create opportunities for fire department smoke ventilation operations.

15.56.140 Section 903.2 amended—Where required.

Section 903.2 of the CFC is amended to read as follows:

903.2 Where required. Approved automatic fire sprinkler systems are required in all new structures, and in locations described in Sections 903.2.1 through 903.2.12 where a change of occupancy occurs. Fire barriers, partitions and walls, regardless of rating, shall not be considered as creating separate buildings for purposes of determining fire sprinkler requirements. Mezzanines shall be included in the total square footage calculation. For additions, in other than R-3 and U occupancies, an automatic fire sprinkler system installed in accordance Section 903.2 shall be required to be installed throughout structures when the added square footage has caused deficient fire flow in the available water supply as required per Section 507.3, or where hydrant spacing is deficient.

Additions to R-3 and U occupancies will require an automatic fire sprinkler system installed in accordance with 903.2 throughout the entire building when the added square footage is more than 50% of the existing building area and the combined square footage has created deficient fire flow in the available water supply as required per Section 507.3, or when the added square footage is more than 50% of the existing square footage and the fire hydrant spacing is deficient. The fire code official may require an automatic sprinkler system be installed in buildings where no water main exists to provide the required fire flow or where a special hazard exists such as: poor access roads, grade and canyon rims, hazardous brush and response times greater than five (5) minutes by a the fire department. When fire sprinklers are required under additions, this shall mean the entire structure or structures shall be equipped with fire sprinklers. The fire code official may require that other protective measures be taken based on existing conditions and/or potential hazards.

Exceptions:

1. Unless required by other sections of this code, non-residential occupancies not greater than one thousand (1,000) square feet which are of ignition-resistant construction or as determined by the fire code official to not present a significant fire hazard.
2. Agricultural buildings constructed of wood or metal frames, over which fabric or similar material is stretched, which are specifically used as green houses are exempt from the automatic sprinkler requirements unless physically connected to other structures.
3. Unless required by other sections of this code, ancillary structures less than five hundred (500) square feet and not determined to be a significant fire hazard by the fire code official.

15.56.150 Section 3318 added—Fuel modification or vegetation modification.

Section 3318 of the CFC is added to read as follows:

Section 3318 Fuel Modification or Vegetation Modification.

3318.1 Fuel modification zone during construction. Any person doing construction of any kind which requires a permit under this code or the building code shall install a fuel modification zone as approved by the fire code official, prior to allowing any combustible material to arrive on the site and shall maintain the zone during the duration of the project.

15.56.210 Section 15.56.300 added—Public nuisance.

Section 15.56.300 is added to read as follows:

A violation of any provision of the California Fire Code as adopted and amended by this chapter is deemed to be a public nuisance and may be abated in accordance with Chapter 1.16 of the El Cajon Municipal Code.

15.56.220 Section 15.56.310 added—Violation-Penalty.

Section 15.56.310 is added to read as follows:

It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, remove, improve, convert or demolish, equip, use, occupy, or maintain any building or structure, or cause the same to be done, contrary to or in violation of the provisions of this chapter.

Any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and subject to the provisions of the general penalty clause as set forth in Section 1.24.010 of this code, or any other penalty adopted by the city.

SECTION 5: This ordinance shall be effective thirty (30) days following its passage and adoption.

ECMC 15.56 - California Fire Code (2016 Ed) 102016

First Reading – 10/25/16 (Item No. 13.1 #F)
Second Reading – 11/15/16 (Item No. 3.3 #F)

ORDINANCE NO. ____

AN ORDINANCE REPEALING CHAPTER 15.60 OF TITLE 15
OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE
CALIFORNIA GREEN BUILDING STANDARDS CODE,
2016 EDITION, AS AMENDED, BY REFERENCE;
AND ADDING A NEW CHAPTER 15.60 TO TITLE 15
OF THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of residential buildings in the City of El Cajon, and maintenance of all buildings and structures within the City, and incidental matters relating thereto through the adoption of the California Green Building Standards Code, 2016 Edition, with such modifications as set forth in Chapter 15.60 of the El Cajon Municipal Code.

SECTION 2: Pursuant to Health and Safety Code Sections 17958.5 and 17958.7, the City Council makes the following finding:

Local climatic, geographical and topographical conditions, specifically the terrain, rate of population growth, housing and occupancy conditions and needs, and the environment existing in the City of El Cajon constitute conditions which require that the California Green Building Standards Code be amended as set forth herein.

SECTION 3: Chapter 15.60 of Title 15 of the El Cajon Municipal Code is hereby repealed in its entirety.

SECTION 4: A new Chapter 15.60 is hereby added to Title 15 of the El Cajon Municipal Code to read as follows:

15.60.010 Green Building Standards Code, 2016 Edition—Adopted by reference.

The California Green Building Standards Code, 2016 Edition, including appendix chapters A4 and A5, as published by the International Code Council, is adopted by reference as the green building code of the city (the “green building code”), for regulating green construction practices in residential and commercial construction. Each and all such regulations, provisions, penalties, conditions and terms of the California Green Building Standards Code, 2016 Edition, are referred to, adopted and made a part of this chapter as though fully set out in this chapter, excepting such portions as are added, deleted, modified or amended by this chapter. The California Green Building Standards Code is referred to in this chapter as the “CGBSC,” and one copy is on file in the office of the city clerk.

15.60.020 Board of Appeals.

Appeals to the decisions or determinations made by the building official relative to the application and interpretation of the California Green Building Standards Code shall be heard in accordance with the board of appeals procedure as outlined in the California Building Code as amended by Chapter 15.04 of the El Cajon Municipal Code.

15.60.030 Public nuisance.

A violation of any provision of the CGBSC as adopted and amended by this chapter is deemed to be a public nuisance and may be abated in accordance with Chapter 1.16 of this code.

15.60.040 Violation—Penalty.

Any person, firm or corporation violating any of the provisions of this chapter shall be subject to the provisions of the general penalty clause as set forth in Section 1.24.010 of this code, or any other penalty adopted by the city.

SECTION 5: This ordinance shall be effective thirty days following its passage and adoption.

ECMC 15.60 - California Green Bldg Standards Code (2016 Ed) 091216

First Reading – 10/25/16 (Item No. 13.1 #G)
Second Reading – 11/15/16 (Item No. 3.3 #G)

ORDINANCE NO. ____

AN ORDINANCE REPEALING SECTIONS 15.84.010 AND 15.84.015 OF CHAPTER 15.84 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA EXISTING BUILDING CODE, 2016 EDITION, AS AMENDED, BY REFERENCE; AND ADDING NEW SECTIONS 15.84.010 AND 15.84.015 TO CHAPTER 15.84 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of existing buildings in the City of El Cajon, and maintenance of all buildings and structures within the City, and incidental matters relating thereto through the adoption of the California Existing Building Code, 2016 Edition, with such modifications as set forth in Chapter 15.84 of the El Cajon Municipal Code.

SECTION 2: Sections 15.84.010 and 15.84.015 of Chapter 15.84 of Title 15 of the El Cajon Municipal Code are hereby repealed.

SECTION 3: New Sections 15.84.010 and 15.84.015 are hereby added to Chapter 15.84 of Title 15 of the El Cajon Municipal Code to read as follows:

Chapter 15.84 CALIFORNIA EXISTING BUILDING CODE

15.84.010 California Existing Building Code, 2016 Edition—Adopted by reference.

The California Existing Building Code, 2016 Edition, including appendix chapters A1, A3, and A4, but excluding section 103, as published by the International Code Council, is adopted by reference as the existing building code of the city (the "existing building code"), except as hereinafter modified, amended, repealed or deleted, for regulating the construction, erection, enlargement, repair, removal, demolition, occupancy, equipment, use, height, area and maintenance of all buildings and structures in the city, when rebuilding or reconstructing a building or structure damaged by emergencies created by seismic activities, winds, floods, conflagrations, or other such disasters, or for retrofitting of existing buildings for soft story or unreinforced masonry construction, and is by this reference made a part hereof as though fully set out herein. The California Existing Building Code, 2016 Edition, is referred to in this chapter as the "CEBC," and one copy is on file in the office of the city clerk.

15.84.015 Section 112 Amended – Board of Appeals

Section 112 of the CEBC is amended to read as follows:

112. Board of Appeals. Appeals to the decisions or determinations made by the building official relative to the application and interpretation of the California Existing Building Code adopted by the city, shall be heard in accordance with the board of appeals procedure as outlined in the California Building Code as amended by Chapter 15.04 of the El Cajon Municipal.

SECTION 5: This ordinance shall be effective thirty days following its passage and adoption.

ECMC 15.84 - California Existing Building Code (2016 Ed) 102016

First Reading – 10/25/16 (Item No. 13.1 #H)
Second Reading – 11/15/16 (Item No. 3.3 #H)

ORDINANCE NO. ____

AN ORDINANCE ADDING A NEW CHAPTER 15.88 TO
TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE
CALIFORNIA HISTORICAL BUILDING CODE, 2016 EDITION,
BY REFERENCE, TO REGULATE ALL HISTORICAL BUILDINGS
AND STRUCTURES IN THE CITY OF EL CAJON

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

SECTION 1: Chapter 15.88 is hereby added to Title 15 of the El Cajon
Municipal Code to read as follows:

Chapter 15.88 CALIFORNIA HISTORICAL BUILDING CODE

**15.88.010 California Historical Building Code, 2016 Edition—Adopted by
reference.**

The California Historical Building Code, 2016 Edition as published by the
International Code Council, is adopted by reference as the historical building code of the
city (the “existing building code”), except as hereinafter modified, amended, repealed or
deleted, for regulating the construction, erection, enlargement, repair, removal,
demolition, occupancy, equipment, use, height, area and maintenance of all historical
buildings and structures in the city, and is by this reference made a part hereof as
though fully set out herein. The California Historical Building Code, 2016 Edition, is
referred to in this chapter as the “CHBC,” and one copy is on file in the office of the city
clerk.

15.88.020 Public Nuisance

A violation of any provision of the California Historical Building Code as adopted
and amended by this chapter is deemed to be a public nuisance and may be abated in
accordance with Chapter 1.16 of the El Cajon Municipal Code.

15.88.030 Violation Penalty

It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter,
repair, move, remove, improve, convert or demolish, equip, use, occupy, or maintain
any building or structure, or cause the same to be done, contrary to or in violation of the
provisions of this chapter.

Any person, firm or corporation violating any of the provisions of this chapter
shall be deemed guilty of a misdemeanor and subject to the provisions of the general
penalty clause as set forth in Section 1.24.010 of this code, or any other penalty
adopted by the City.

SECTION 2: This ordinance shall be effective thirty days following its passage and adoption.

ECMC 15.88 - California Historical Building Code (2016 Ed) 102016

First Reading – 10/25/16 (Item No. 13.1 #1)

Second Reading – 11/15/16 (Item No. 3.3 #1)

ORDINANCE NO. ____

AN ORDINANCE REPEALING CHAPTER 15.92
OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE;
AND ADDING A NEW CHAPTER 15.92 TO
TITLE 15 OF THE EL CAJON MUNICIPAL CODE
FOR EXPEDITED PROCESSING OF PERMITTING FOR SMALL
ROOFTOP SOLAR, ELECTRIC VEHICLE CHARGING STATIONS,
AND ADVANCED ENERGY STORAGE SYSTEMS

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

SECTION 1: Chapter 15.92 of Title 15 of the El Cajon Municipal Code is hereby
repealed in its entirety.

SECTION 2: A new Chapter 15.92 is hereby added to Title 15 of the El Cajon
Municipal Code to read as follows:

**Chapter 15.92 EXPEDITED PROCESSING OF PERMITTING FOR SMALL
ROOFTOP SOLAR, ELECTRIC VEHICLE CHARGING
STATIONS, AND ADVANCED ENERGY STORAGE SYSTEMS**

15.92.010 Definitions.

The following words and phrases as used in this section are defined as follows:

“Association,” when used as a noun, means a nonprofit corporation or
unincorporated association created for the purpose of managing a common interest
development.

“Electric vehicle charging station” or “charging station” means any level of
electric vehicle supply equipment station that is designed and built in compliance with
the California Electrical Code, and delivers electricity from a source outside an electric
vehicle into a plug-in electric vehicle.

“Advanced energy storage” means an energy storage system, as defined in
Section 2835 of the Public Utilities Code, as well as an energy storage system that is
designed to provide backup energy services in the event of a grid outage, that is limited
to both of the following:

- (A) Electrochemical energy storage in non-venting packages.
- (B) Customer sited installations.

“Electronic submittal” means the utilization of one or more of the following: electronic mail (i.e., “e-mail), the city’s website operated through the internet, or telefacsimile.

“Small residential rooftop solar energy system” means all of the following:

1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
3. A solar energy system that is installed on a single or duplex family dwelling.
4. A solar panel or module array that does not exceed the maximum legal building height as defined by title 17 of this code.

“Solar energy system” has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of section 801.5 of the California Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

15.92.020 Applicability.

A. This chapter applies to the permitting of all small residential rooftop solar energy systems, electric vehicle charging stations, and advanced energy storage systems in the city of El Cajon.

B. Small residential rooftop solar energy systems, electric vehicle charging stations, and advanced energy storage systems legally established or permitted prior to the effective date of this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system, electric vehicle charging stations, or advanced energy storage systems in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

15.92.030 Solar energy system requirements.

A. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state, federal government, and the city of El Cajon.

B. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.

C. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

15.92.035 Advanced Energy Storage Systems.

A. All advanced energy storage systems shall meet applicable health and safety standards and requirements imposed by the state, federal government, and the city of El Cajon.

B. All advanced energy storage systems shall be certified by an accredited listing agency as defined by the California Electrical Code.

C. All advanced energy storage systems shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

15.92.037 Electric Vehicle Charging Stations.

A. All electric vehicle charging systems shall meet applicable health and safety standards and requirements imposed by the state, federal government, and the city of El Cajon.

B. All electric vehicle charging systems shall be certified by an accredited listing agency as defined by the California Electrical Code.

C. All electric vehicle charging systems shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

15.92.040 Streamlining the permit process for small residential solar systems, electric vehicle charging stations, and advanced energy storage systems.

A. All documents required for the submission of an expedited solar energy system, electric vehicle charging station, or advanced energy storage system shall be made available to the public on the city of El Cajon website.

B. Electronic submittal of the required permit application and documents shall be made available to all small residential rooftop solar energy system, electric vehicle charging station, and advanced energy storage system permit applicants.

C. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

D. The Building and Fire Safety Division shall maintain a standard plan and checklist of all requirements with which small residential rooftop solar energy systems, electric vehicle charging stations, or advanced energy storage systems shall comply to be eligible for expedited review.

15.92.050 Permit review and inspection requirements.

A. The Building and Fire Safety Division shall issue a building permit in a timely manner after receipt of a complete application that meets the requirements of the approved checklist and standard plan, as well as all applicable local, state and federal requirements for health and safety.

B. Review of the application shall be limited to the building official's review of whether the application meets local, state, and federal health and safety requirements.

C. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

D. No approval of any association is required for the issuance of a permit for a solar energy permit, electric vehicle charging station, or advanced energy storage system.

E. If an application is deemed incomplete or requires corrections to be addressed, a written or emailed correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission. If the building official finds that the installation of a solar energy system, electric vehicle charging station, or advanced energy storage system will have a specific, adverse, impact upon the public health or safety, requiring a conditional use permit or minor conditional use permit pursuant to Chapter 17.50 of this code the decision shall be in writing, and may be appealed to the Planning Commission as provided in Chapter 17.30. If a minor conditional use permit is required by the building official, based on findings that the solar energy system, electric vehicle charging station, or advanced energy storage system will have a specific, adverse, impact upon the public health or safety, and the director of community development finds that there is no feasible method to satisfactorily mitigate or avoid the specific, adverse, impact, and denies application for a minor conditional use permit, the director's decision may be appealed to the Planning Commission as provided in Chapter 17.30.

F. For a small residential rooftop solar energy system one consolidated building inspection shall be required, which shall be done in a timely manner. If a small residential rooftop solar energy system fails inspection, re-inspections are required. For inspection of electric vehicle charging stations and advanced energy storage systems, final approval shall be granted with the fewest inspections possible to ascertain the safety and code compliance of the system.

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

ECMC 15.92 - Expedited Processing for Sm Res Rooftop Solar Energy Sys (2016 Ed) 102016

First Reading – 10/25/16 (Item No. 13.1 #J)

Second Reading – 11/15/16 (Item No. 3.3 #J)

City Clerk Date Stamp
RECEIVED OFFICE OF
CITY CLERK
EL CAJON CA
2016 NOV -2 P 4:45

City of El Cajon Agenda Report

MEETING: Nov. 15, 2016

ITEM NO: 4.1



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

FROM: Yazmin Arellano, City Engineer

SUBJECT: Authorization for the Execution of a Program Supplement Agreement with Caltrans for a Highway Safety Improvement Program (HSIP) Grant Project, Traffic Signal Upgrades, PW3581, HSIPL-5211(035)

RECOMMENDATION: That the City Council adopts the next RESOLUTION in order to approve Program Supplement Agreement No. 053-F for a federal aid project to upgrade traffic signals on Chase Avenue, El Cajon Boulevard, and Washington Avenue, PW3581, HSIPL-5211(035).

BACKGROUND: The City was recently awarded \$1,039,000 for this federal aid grant by Caltrans. This project will upgrade 24 traffic signals along Chase Avenue, El Cajon Boulevard, and Washington Avenue. The scope of work involves the installation of approximately 8.2 miles of traffic signal fiber-optic interconnect cable, video detection cameras, and 17 new street lights.

The goal of this project is to improve safety and traffic flow along these corridors by enhancing signal timing, installing new Light Emitting Diode (LED) street lights, and connecting traffic signals to the Traffic Management Center (TMC) in order to view real-time traffic signal operations from the TMC. The Program Supplement Agreement establishes terms and conditions the City must meet and comply with in order to receive federal funds to implement transportation improvement projects. Program Supplement Agreements are required for the reimbursement of expended costs for these federal aid projects.

FISCAL IMPACT: The amount of HSIP grant funds allocated for design and construction costs for the upgrade of traffic signals is \$1,039,000. This project is in the adopted Fiscal Year 2016/17 budget. No general funds will be expended for this project.

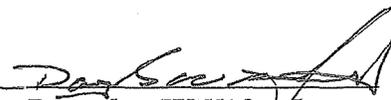
PREPARED BY:


Yazmin Arellano
CITY ENGINEER

REVIEWED BY:


Majed Al-Ghafry
ASSISTANT
CITY MANAGER

APPROVED BY:


Douglas Williford
CITY MANAGER

RESOLUTION NO. -16

RESOLUTION OF THE CITY OF EL CAJON
APPROVING AND AUTHORIZING THE EXECUTION OF A
PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS
FOR A HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)
GRANT PROJECT, TRAFFIC SIGNAL UPGRADES
(PW3581 / HSIPL-5211(035))

WHEREAS, the City of El Cajon was recently awarded a federal aid grant from the California Department of Transportation ("Caltrans") for the purpose of upgrading 24 traffic signals along Chase Avenue, El Cajon Boulevard, and Washington Avenue by installing approximately 8.2 miles of traffic signal fiber-optic interconnect cable, video detection cameras, and 17 new street lights (the "Project"); and

WHEREAS, the Program Supplement Agreement (the "Agreement") is required for the reimbursement of expended costs for the Project, and establishes terms and conditions the City must meet and comply with in order to receive federal funds to implement transportation improvement projects; and

WHEREAS, the Project will improve the safety and traffic flow by enhancing signal timing, installing new Light Emitting Diode ("LED") street lights, and connecting traffic signals to the Traffic Management Center ("TMC") in order to view real-time traffic signal operations from the TMC; and

WHEREAS, the parties desire to enter into the Agreement to set forth the terms and conditions for the successful completion of the Project.

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

1. That certain Program Supplement No. F053 to Administering Agency-State Agreement for Federal-Aid Projects No. 11-5211F15, with Caltrans for a Highway Safety Improvement Program (HSIP) Grant Project ("Agreement"), presented to the City Council at this meeting, is hereby approved substantially in the form as presented at this meeting.
2. The City Council hereby authorizes the City Manager to execute the Agreement on behalf of the City of El Cajon, with such changes as may be approved by the City Manager, and to take all actions and to execute all documents, attachments to the Agreement, and other documents necessary or appropriate to carry out the terms of the Agreement.
3. The City Council hereby further authorizes the City Clerk to attest to the signature of the City Manager in executing the Agreement and such documents as authorized in Section 2, above.

PROGRAM SUPPLEMENT NO. F053
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 11-5211F15

Adv Project ID **Date:** September 30, 2016
1116000164 **Location:** 11-SD-0-ECJ
Project Number: HSIPL-5211(035)
E.A. Number:
Locode: 5211

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Washington Ave between Jamacha Rd & El Cajon Blvd; Chase Ave between Anza St & Johnson Ave; El Cajon Blvd between Boulevard PI and Main St; Main St btwn Travelodge Dr & Magnolia Av

TYPE OF WORK: Installation of a traffic signal interconnect fiberoptic cable system and install street lighting. **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	ZS30		LOCAL	OTHER
\$74,000.00		\$74,000.00	\$0.00	\$0.00

CITY OF EL CAJON

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Wally

Date 10/27/2016 \$74,000.00

SPECIAL COVENANTS OR REMARKS

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

SECRET

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

11 City of El Cajon

District Administering Agency

Agreement No. 11-5211F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of El Cajon, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and

2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and

3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION City of El Cajon

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of El Cajon
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

City Clerk Date Stamp

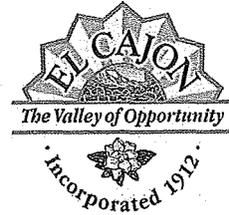
RECEIVED OFFICE OF
CITY CLERK
EL CAJON CA

2016 NOV -9 P 4: 27

City of El Cajon Agenda Report

MEETING: Nov. 15, 2016

ITEM NO: 4.2



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

FROM: City Manager

SUBJECT: Amendment to the Heartland Communication Facility Authority
Joint Powers Agreement

RECOMMENDATION: That the City Council:

1. Approve the attached Amended and Restated Joint Exercise of Powers Agreement for Heartland Communications Facility Authority; and
2. Authorize the City's representative to the Heartland Communications Facility Commission (Councilmember Kendrick) to execute the agreement on behalf of the City.

BACKGROUND: The City of El Cajon is a member of the Heartland Communications Facility Authority Joint Powers Authority (JPA) which provides fire and emergency medical dispatch services to member and contract agencies. The original Agreement was entered into in 1986 and last amended in 2013. In an effort to further strengthen Heartland Communications Facility Authority, the JPA Commissioners (representatives of the elected bodies of the member agencies), Management Advisory Committee, Board of Chiefs, and Authority staff contributed to the proposed revisions to the Joint Powers Agreement. The changes were agreed to by the Management Advisory Committee, Board of Chiefs, and unanimously approved by the Heartland Communications Facility Commission at their meeting of November 3, 2016.

While numerous insignificant changes to form, format, and wording were made, the most important elements of change in the JPA documents for the City of El Cajon are:

1. Member agencies are committing to a seven year term expiring June 30, 2023.
2. Introduction of a weighted voting system for "any CalPERS financial issue of the Authority."
3. The debt, liabilities, and obligations of the JPA are further defined. Withdrawing agencies are required to pay their pro rata share of all outstanding obligations.
4. To minimize the disproportionate administrative burden of small agencies, a minimum fee based on a threshold call volume (500 calls per year) will be assessed.

5. Clarification of quorum requirements to specify a majority of members, rather than those in attendance, is required for action.
6. Clarification of dissolution language to include "winding down" costs.

FISCAL IMPACT: Adoption of this agreement does not affect the fees charged to the City of El Cajon for services. The agreement, via the strength of the agreement language and duration, provides a stable foundation for the Authority, and by extension, the City of El Cajon.

PREPARED BY:



**Clay Schoen
DIRECTOR OF FINANCE AND
TREASURER**

APPROVED BY:



**Douglas Williford
CITY MANAGER**

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT FOR
"HEARTLAND COMMUNICATIONS FACILITY AUTHORITY"**

A Joint Exercise of Powers Agreement was originally made and entered into on the 25th day of June, 1986, ("Original Agreement") amended at various times including on the 1st day of July, 2013, and most recently amended on the January 1, 2017 by and among the ALPINE FIRE PROTECTION DISTRICT, BONITA-SUNNYSIDE FIRE PROTECTION DISTRICT, CITY OF EL CAJON, CITY OF LA MESA, LAKESIDE FIRE PROTECTION DISTRICT, CITY OF LEMON GROVE, and the CITY OF SANTEE (collectively the "Member Agencies" and individually "Member Agency"), all of which are organized and existing under and by virtue of the laws of the State of California.

WITNESSETH:

WHEREAS, the Member Agencies desire to amend and restate the Original Agreement by this agreement ("Agreement"); and

WHEREAS, the Member Agencies are each empowered by law to acquire sites, construct, equip, staff, maintain, operate and lease public buildings and related facilities for the purpose of communications; and

WHEREAS, the Member Agencies desire to provide fire communication and related services, and equip, staff, and operate a regional public safety services communications facility, and to provide a vehicle for the accomplishment thereof; and

WHEREAS, the Member Agencies desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this Agreement; and

WHEREAS, the Member Agencies are authorized to jointly exercise their powers pursuant to the provisions of Article 2, Chapter 4, Part 2, Division 2, Title 5, Sections 55631 through 55634, and Article 1, Chapter 5, Division 7, Title 1, Sections 6500 through 6530, of the Government Code of the State of California;

NOW, THEREFORE, the Member Agencies, for and in consideration of the mutual benefits, promises, and agreements set forth herein, AGREE as follows:

SECTION 1. Restatement and Purpose.

Except as otherwise provided in this Agreement, effective as of January 1, 2017 ("Effective Date"), this Agreement amends, restates, and supersedes in its entirety the Original Agreement.

This Agreement is made pursuant to California Government Code Section 6500, et seq., hereinafter referred to as the "Act," to permit the joint exercise of certain powers common to the Member Agencies. The purpose of this Agreement is to enable the Member Agencies to exercise these powers jointly by equipping, maintaining, operating and staffing a facility and providing emergency call receiving and dispatching services to the Member Agencies. Such purpose will be accomplished and common powers exercised in the manner set forth in this Agreement. This Agreement is not intended to impair obligations of the Member Agencies arising under the Original Agreement which exist as of the Effective Date of this Agreement. All pre-existing obligations, rights, and privileges of the Member Agencies shall continue hereunder, subject to the terms and conditions of this Agreement.

SECTION 2. Term.

This Agreement shall become effective as of the Effective Date hereof and shall continue indefinitely in full force and effect as long as the number of Member Agencies is not reduced below two (2), or until such time as the Member Agencies agree to amend, withdraw from, or terminate the Agreement, in the manner set forth in Section 8. In the event that the Member Agencies vote to merge or consolidate the Authority with another joint powers agency, and the Authority is not the surviving joint powers agency, this Agreement will terminate upon culmination of such merger or consolidation.

SECTION 3. Authority.

A. Creation of Authority.

Pursuant to Section 6506 of the Act, there is hereby created a public entity, separate and apart from the Member Agencies, to be known as the "Heartland Communications Facility Authority" ("Authority"). The Debt and Long Term Liabilities and Obligations of the Authority as defined in Sections 5(C)(5) and 5(C)(6) of this Agreement shall constitute the Debt and Long Term Liabilities and Obligations of the Member Agencies on a pro rata basis as set forth in Sections 5(C)(3) and 5(C)(4).

B. Commission.

The Authority shall be governed by a commission, which shall be called the "Heartland Communications Facility Commission" ("Commission") and which shall exercise the powers set forth in Section 4(B) of this Agreement. Each Member Agency shall have one seat on the Commission and may appoint one Primary Commissioner to fill that seat and one Alternate Commissioner to fill that seat in the absence of the Primary Commissioner. Such appointments shall be made from members of the governing body of the Member Agency in accordance with the Member Agency's policies and procedures. A Commissioner shall serve at the pleasure of the appointing Member Agency, except such appointee shall cease to be a Commissioner if he or she ceases to be a member of the governing body of the appointing Member Agency, or if

the appointing Member Agency ceases to be a party to this Agreement. Each appointing Member Agency shall notify the Secretary of their respective appointments. The Secretary shall notify each Member Agency of the appointments of the other parties.

C. Board of Chiefs.

Pursuant to Section 6508 of the Act, there is hereby created an administrative body, immediately subordinate to the Commission, to be known as the "Board of Chiefs" ("Board"), whose members are hereinafter referred to as "Chiefs", and which shall exercise the powers set forth in Section 4(C) of this Agreement. Each Member Agency shall have one primary Chief on the Board and one alternate Chief to fill that seat in the absence of the primary Chief. A Chief who represents more than one Member Agency shall have one vote for each agency he or she represents. A Chief, or his or her designee, shall serve at the pleasure of the Member Agency of which he or she is a representative, except he or she shall cease to be a Chief if he or she ceases to be the Fire Chief or the designee of the Fire Chief for the Member Agency, or if such Member Agency ceases to be a party to this Agreement. Each of the Member Agencies shall notify the Secretary of the names of its respective Chiefs, as applicable.

D. Management Advisory Committee

A Management Advisory Committee ("MAC") shall be made up of the City Managers of each of the member cities, and the Fire Chiefs of the member districts. A MAC representative shall serve at the pleasure of the Member Agency of which he or she is a representative, except he or she shall cease to be a MAC representative if he or she ceases to be the City Manager of the member city or Fire Chief of the member district, or if such Member Agency ceases to be a party to this Agreement. Each of the Member Agencies shall notify the Secretary of the names of its respective MAC representatives, as applicable.

E. Administration.

The Authority may employ a Director ("Director"). The Director shall be authorized to act on behalf of the Commission in all matters relating to the day to day operations of the Authority, implementation of the approved budget, and the direction of the personnel of the Authority under the general direction of the Board. The Director shall advise the Board and the Commission as requested in connection with any business relating to the Authority. The Director shall be hired by, report to, and serve at the pleasure of the Board, with the ratification of the Commission.

F. Attorney of the Authority.

The Attorney of the Authority shall be selected by the Commission and serve at the will of the Commission. The Attorney shall advise the Commission, the Board, and the HCFA Director as requested in connection with any business relating to the

Authority. The Commission may, as determined necessary, employ other counsel to represent and advise the Board and the Commission on business and/or other litigation.

G. Meetings of the Commission, the Board, and the MAC

(1) Regular and Special Meetings of the Commission.

The Commission shall provide for its regular meetings; however, it shall hold at least one regular meeting immediately prior to each April 30, at which meeting the Commission shall consider and adopt the preliminary budget for the Authority, with final adoption by July 31st, for the ensuing fiscal year. The Commission shall provide for such further special meetings as may be needed, depending upon the urgency of business, or as may reasonably be requested by any Commissioner. The date, hour, and location at which any regular meeting shall be held shall be fixed by resolution and a copy of such resolution shall be filed with each of the Member Agencies.

(2) Regular and Special Meetings of the Board.

The Board shall provide for its regular meetings; however, it shall hold at least one regular meeting each quarter. The Board may provide for further special meetings as may be needed, depending upon the urgency of business, or as may reasonably be requested of the Chair of the Board by a majority of the Chiefs. The date, hour, and location at which regular meetings shall be held shall be fixed by resolution and a copy of the resolution shall be filed with each of the Member Agencies.

(3) Meetings of the MAC

The MAC shall meet occasionally and as necessary but at least twice per year to review the proposed budget, financial performance, capital improvement program, financial reserves, and to provide advisement regarding operations and business matters to the Commission. One meeting shall be prior to budget adoption, a second meeting shall be a mid-year review. The role of the MAC shall be advisory only to the Commission. Meetings may be convened with reasonable notice to MAC members at the request of the MAC, Commission, Board, or Director at a reasonable time, date, and location. The MAC shall have no officers and because the role of the MAC shall be to provide review and advisement, no quorum shall be necessary for the MAC to conduct a meeting. A good faith effort will be made to contact all MAC members and to attain a majority of members to attend any scheduled meeting.

(4) Ralph M. Brown Act.

The Commission and the Board shall adopt rules for conducting their meetings and other business. All meetings of the Commission, the Board, and the MAC, including without limitation regular, adjourned regular, and special meetings, shall be called, noticed, and conducted in accordance with the provisions of the Ralph M. Brown

Act (commencing with Section 54950 of the Government Code of the State of California).

(5) Minutes.

The Secretary shall cause minutes of regular, adjourned regular, and special meetings to be kept, and shall, as soon as reasonably practicable after each meeting, provide a copy of the minutes to each Commissioner and each Chief, respectively, and to each of the Member Agencies.

(6) Quorum.

A majority of the Commission or Board shall constitute a quorum for the transaction of business by that body. A lesser number of each body may adjourn for lack of a quorum. No action shall be taken by either the Commission or the Board without an affirmative vote of approval by Commissioners or Board representing a simple majority of the total number of Member Agencies; provided, however, that voting on an action involving a CalPERS financial issue shall be by weighted voting as set forth in Section 5(C)(5) below.

H. Officers and Respective Duties.

(1) Chair and Vice Chair of the Commission.

The Commission shall elect a Chair and Vice Chair at its first regular meeting, and thereafter, at the first regular meeting held in each succeeding calendar year, the Commission shall elect or re-elect its Chair and Vice Chair. In the event the Chair or Vice Chair so elected ceases to be a Commissioner, the resulting vacancy shall be filled at the first meeting of the Commission held after such vacancy occurs. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair, or in his or her absence the Vice Chair, shall preside and conduct all meetings of the Commission.

(2) Secretary to the Commission.

The Director and/or designee shall be the Secretary to the Commission. The Secretary will keep minutes and will prepare an agenda for each meeting of the Commission and the Board. The Secretary will solicit agenda items for regular meetings at least fifteen working days in advance, and will distribute the agenda and supporting documentation in accordance with the provisions of the Ralph M. Brown Act. The Secretary will meet jointly with the Chair of the Board of Chiefs and Chair of the Commission at least ten working days in advance to develop the agenda. Agenda items will be supported by appropriate documentation and explanation. The Secretary will deliver the agenda and supporting documentation to each Commissioner, each officer of the Authority, and the Chair of the Board at least five working days prior to the scheduled meeting.

(3) Treasurer/Controller of the Authority.

The Treasurer/Controller shall be appointed by the Commission, attend the meetings of the Commission, and advise the Commission in connection with any accounting, budgetary, monetary, or other financial matters relating to the Authority. The duties and responsibilities of the Treasurer/Controller include, but are not limited to, those set forth in Government Code Sections 6505, 6505.5, and 6509.5, and shall include the following:

(a) Establish, with the Commission's approval, the annual budget format, accounts, and documentation pertaining thereto, which most nearly reflect the objectives of the Authority and the operation of the communications program;

(b) Establish and maintain the particular funds and accounts as required by generally accepted accounting practices and which most accurately and appropriately record and report the operations of the Authority as represented by the annual budget document;

(c) Enforce strict compliance with the approved annual budget and approve only expenditures authorized therein;

(d) Ensure that all available cash is at all times invested in a cash management program and investment portfolio pertaining thereto in accordance with the provisions of California Government Code Section 53600 et seq. He or she will further ensure that sufficient liquidity is maintained to meet the Authority's cash disbursement needs;

(e) Furnish quarterly revenue, expenditure, and funds status reports to the Chair of the Commission; coordinate an annual audit of the basic financial statements in accordance with generally accepted governmental auditing standards; and facilitate an annual agreed upon procedures review of the debts, liabilities, and obligations of the Authority according to each Member Agency's pro rata share of call volumes;

(f) Maintain an inventory of all property of the Authority with the power to designate the Authority Director as the custodian of such property;

(g) With advice from the Commission, obtain and maintain liability and casualty insurance for the Authority and for the property of the Authority, respectively; and

(h) Make all books and records of the Authority in his or her possession open to inspection at all reasonable times by representatives of the Member Agencies.

(4) Chair and Vice Chair of the Board.

The Board shall elect a Chair and Vice Chair at its first regular meeting of each calendar year. In the event that the Chair or Vice Chair so elected ceases to be a Chief, the resulting vacancy shall be filled at the first meeting of the Board held after such vacancy occurs. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair, or in his or her absence the Vice Chair, shall preside at and conduct all meetings of the Board.

(5) Secretary of the Board.

The Director or such person designated by the Director shall be the Secretary of the Board. The Secretary will keep minutes and will prepare an agenda for each meeting of the Board.

SECTION 4. Powers and Duties.

A. Authority.

The Authority shall have the powers common to the Member Agencies set forth in recitals of this Agreement, to wit: the power to acquire sites and construct, equip, staff, maintain, operate and lease public buildings, and related facilities for the purpose of communications.

The Authority is hereby authorized in its own name to perform all acts necessary for the exercise of common powers, including, but not limited to, any or all of the following:

- (1) To make and enter into contracts;
- (2) To employ agents and employees;
- (3) To acquire, construct, manage, maintain and operate any buildings, works or improvements;
- (4) To acquire, hold, or dispose of property within the County of San Diego;
- (5) To incur Debt and Long Term Liabilities and Obligations as defined in Sections 5(C)(5) and 5(C)(6);
- (6) To receive gifts, contributions and donations of property and funds, services, and other forms of financial assistance, from persons, firms and corporations, and any governmental entity;
- (7) To rent or lease communications services to public or non-public agencies; and
- (8) To sue and be sued in its own name.

Such powers shall be exercised in the manner provided in the Act, and, except as expressly set forth herein, are subject only to such restrictions as are imposed upon the City of El Cajon in the exercise of similar powers, pursuant to Government Code Section 6509. The Debt and Long Term Liabilities and Obligations of the Authority shall also be the Debt and Long Term Liabilities and Obligations of each of the Member Agencies on a pro rata basis according to each Member Agency's respective percentage of call volumes.

The Authority shall exercise aforesaid powers as needed to implement the purpose of this Agreement. Pursuant to Section 6504 of the Act, the Authority is empowered, and by this Agreement required, to assess the Member Agencies to finance the entire operation of the Authority in the manner set forth in this Agreement. The Authority may contract indebtedness for capital items only in the manner otherwise permitted by law. However, long-term financing shall be limited to the projected life term of the equipment or facility being financed, or a ten-year period, whichever is less.

B. Commission.

The Commission, as governing body of the Authority, shall formulate and set policy, including budget and purchasing policies, and shall exercise the powers set forth in Section 4(A) of this Agreement to accomplish its purpose. While the Commission retains full control and is responsible for the affairs of the Authority, it shall rely upon the Board for actual program development, implementation, and operation. The normal vehicle by and through which this shall be accomplished is the annual budget in the manner set forth in this Agreement.

C. Board.

The Board is the administrative arm of the Commission and is authorized to act on behalf of the Commission as necessary for the ordinary conduct of business. The Board is responsible to the Commission for development of a consolidated regional public safety services communications program, and for the leasing of facilities, acquisition of equipment, personnel staffing, and full-time maintenance and operation of the communications program.

The Board shall exercise its authority and responsibilities by and through its Chair, whose appointment is set forth in Section 3(H)(4) of this Agreement.

SECTION 5. Fiscal Year, Financing and Annual Budget.

A. Fiscal Year.

The Authority's fiscal year shall be the twelve-month period commencing each July 1.

The Authority shall operate only under an approved fiscal year budget. The Authority may not operate at a deficit.

B. Budget Reserve.

The Member Agencies shall pay for the entire operation of the Authority, using the annual expenditure budget to determine the total amount of assessment required. Each annual budget shall include a minimum reserve for Contingency equal to ten percent (10%) of otherwise budgeted and approved expenditures ("Reserve"). Money may be expended from this Reserve only with the express approval of the Commission. Any unexpended balance of the Reserve shall roll over as the beginning balance of the subsequent fiscal year. The total assessment against the Member Agencies may be reduced by expected revenue from executed contracts for dispatch services to public and non-public agencies and by unexpended or unobligated monies available at the end of the fiscal year prior to the year for which the budget is applicable.

C. Assessments, Budget.

The Commission, in adopting an annual budget, thereby fixes the assessment against the Member Agencies and Contract Agencies, which is binding thereon, except as otherwise set forth in this Agreement regarding default or withdrawal. The amount of assessment against an individual Member Agency shall be determined, and specified in the budget, in accordance with criteria set forth in a budget policy established by Resolution.

The budget policy shall include, but need not be limited to, the following:

(1) Assessment.

Assessments shall be determined for both Member and Contract Agencies based on adopted assessment rate(s) and estimated call volume from the previous calendar year. Assessment rates shall be set by action of the Commission no less than six months in advance of the effective date, notwithstanding exceptional events as determined by the Commission. Rates shall be set on a per-call basis to address the agency's long-term operating and capital needs in a way to maximize rate stability.

(2) Payment of Assessment.

Upon adoption of the fiscal year budget by the Commission, and the forwarding thereof to the governing bodies of the Member Agencies by the Secretary, the assessments fixed therein are automatically due and payable without further notice as follows:

July 15:	35%	of total assessment
October 15:	25%	of total assessment
January 15:	25%	of total assessment
April 15:	15%	of total assessment

The Commission may set a different payment schedule to accommodate the purchase of capital items, if sufficient monies would not otherwise be on hand to pay for such purchases.

A five percent (5%) late charge shall be imposed upon assessment payments not received by the Authority within forty-five (45) calendar days following mailing of a notice of assessments. An additional five percent (5%) shall be imposed if payment is not made within an additional thirty (30) calendar days. If an assessment including late charges, if any, is not paid in full within seventy-five (75) calendar days following any scheduled due date, the Member Agency shall be in default and subject to termination as a member of the Authority as provided under Section 8 of this Agreement. Upon termination of a Member Agency in default, all outstanding obligations or assessments under this Section shall become immediately due and payable. Upon withdrawal by or termination of a Member Agency, payment of Debt incurred under this section shall be governed by Section 8 of this Agreement.

(3) Operation and Maintenance Expenses.

The costs of operating and maintaining a communications facility and the communications and computer equipment housed therein shall include, but are not limited to, personnel salaries and benefits, office and computer supplies and other consumables, payments to lease a facility, and replacement parts necessary to repair equipment due to normal wear and tear from ordinary usage.

(4) Capital Expenditures.

Capital expenditures shall include the cost of original purchase of communications and computer equipment, hardware and other fixed asset type items, typically having a useful life of more than two years, including equipment improvements and additions, as opposed to replacement parts for ordinary maintenance during the useful life of the capital items. All costs associated with such purchase, such as installation, shall be capitalized. Replacement of equipment at the end of its useful life shall be a capital item.

Assessment of Member Agencies for capital expenditures shall be in accordance with the formula for operating expenses set forth in subdivision (1), above. Capital expenditures incurred for and unique to a minority of the Member Agencies shall be equally shared by such minority. The Commission may set up special cost allocation for these purchases, but all members funding the purchase must approve of the allocation.

(5) Long Term Liabilities and Obligations.

“Long Term Liabilities and Obligations” shall be defined as obligations incurred through the conduct of business payable more than one year into the future, and therefore not within the current fiscal year and annual budget, and may include any unfunded or under-funded or termination funding of employee benefit related expenses, including but not limited to compensated employee absences, OPEB Health Cost, CalPERS Risk Pool Unfunded Liability and the CalPERS Net Unfunded Termination Liability. Each Member Agency recognizes that the Authority’s CalPERS Net Unfunded Termination Liability may not be capable of precise calculation at the time a Member Agency withdraws or is terminated by the Commission. Nevertheless, each Member

Agency agrees that upon withdrawal or termination it shall be liable to the Authority for a period of 5 years from the date of its withdrawal or termination for payment of its pro rata share of such Net Unfunded Termination Liability as and when such liability becomes due and payable.

(6) Debt and Debt Financing.

“Debt” shall be defined as an obligation incurred by the use of borrowed monies to be repaid in the future to purchase facilities, equipment or to pay for operational obligations. On behalf of the Authority, the Commission may approve purchase of items or improvements using debt financing.

(7) Weighted Vote System.

Except as expressly provided for herein, the Commissioner and Board representative for each Member Agency shall have one vote of equal value when a vote by the Commission or the Board is taken. A Chief who represents more than one Member Agency shall have one vote for each agency he or she represents. However the “Weighted Vote System” shall be used by the Commission or the Board when voting upon any CalPERS *financia* issue of the Authority. Each Member Agency will not have the same amount of influence over the outcome of these specific matters.

When the Commission or Board takes a vote upon a CalPERS financial issue, the Commissioner or Board representative for each Member Agency shall have a weighted vote equal to the total number of Member Agencies times a fraction, the numerator of which is the total incident call volume attributable to the Member Agency represented by the Commissioner or Board representative during the prior calendar year, and the denominator of which shall be the Authority's total incident call volume for the same time period. This allocation is likely to result in a Commissioner or Board representative having a fractional vote, e.g., one Commissioner or Board representative may have 1.25 votes, while another may have 0.75 votes.

D. Budget Administration

The Board has the authority to fully implement the approved budget. The Director, with the approval of the Board, may recommend expenditures and budgetary transfers or adjustments. However, neither the Director nor the Board may authorize personnel staffing in excess of that authorized in the budget in number, position classification, or salary. In addition, neither the Director nor the Board may alter the capital budget, utilize the Reserve for contingency, or increase the total amount of the approved expenditure budget without Commission approval.

SECTION 6. Personnel.

A. The Authority may employ a Director and any other individuals deemed necessary to staff the communications program. The positions must be authorized and funded in the Authority's annual budget.

B. The Director, with oversight of the Board, is authorized to act on behalf of the Board in all matters of personnel administration given the positions and funding authorized by the Commission in the Authority's budget. This includes, but is not limited to, hiring, supervisory direction, performance evaluations, disciplinary matters, and terminations.

C. The Board, subject to approval by the Commission, may employ the Director and communications dispatchers, to be known as "Fire Communications Dispatchers," and individuals to fill any other positions deemed necessary. The positions must be authorized and funded in the Authority's annual budget.

SECTION 7. Dispatch Service to Other Agencies.

The Authority may provide dispatch service to public agencies and non-public agencies not a party to this Agreement, but only upon the majority vote of the Commission. Such service shall be by contract, executed by the Chair of the Board on behalf of the Authority. The Commission shall establish by contract, the amount of charge for the service.

SECTION 8. Withdrawal; Termination.

Each Member Agency shall remain a party to this Agreement, and share in the costs of operation of the communications center until June 30, 2023, and continuing thereafter until this Agreement is terminated or until the Member Agency ceases to be a party to this Agreement. If, in the interim, any Member Agency defaults on payment of any assessment as defined in Section 5(C)(5) and 5(C)(6), or otherwise breaches this Agreement, such Member Agency shall be subject to termination as a member of the Authority by vote of the Commission. The terminated Member Agency remains liable for the defaulted payment and late charges for the balance of the year's assessment and, in the event of termination prior to June 30, 2023, for assessments for years through June 30, 2023. Such subsequent assessments will be determined as if the terminated Member Agency is still a member of the Authority using the Member Agency's call volume for the preceding complete fiscal year in which it was a member; the assessment will be due and payable in full on July 30 of the fiscal year for which levied. Such terminated Member Agency shall also be liable for its pro rata share of Debt and Long Term Liabilities and Obligations as defined in Sections 5(C)(5) and 5(C)(6).

After June 30, 2023, any Member Agency defaulting on payment shall be subject to termination by a vote of the Commission and shall be liable for any defaulted payments, late charges, and its pro rata share of Debt and Long Term Liabilities and Obligations as defined in Sections 5(C)(5) and 5(C)(6).

A Member Agency may withdraw as a party to this Agreement without penalty commencing on June 30, 2023, or on any June 30 thereafter, with one hundred eighty (180) days' prior notice to the Authority. Such withdrawing Member Agency shall

perform all obligations under this Agreement until the noticed June 30 date of withdrawal.

Notwithstanding the above, any Member Agency which withdraws shall be obligated to pay to the Authority a sum equal to said Member Agency's assessment for the fiscal year ending on the date of withdrawal. Further, a withdrawing Member Agency shall pay its pro rata share of the remaining balance of such Debt and Long Term Liabilities and Obligations that exists on the date of withdrawal; payment of the full amount shall be made within 30 days of the withdrawal date.

The Authority retains the right to seek legal redress, if necessary, to obtain payment of amounts due. The Authority is entitled to recover costs and attorney's fees related to such legal redress. A terminated Member Agency or a Member Agency that withdraws forfeits any claim to any assets of the Authority.

SECTION 9. Dissolution.

This Agreement shall terminate and the Authority shall be dissolved if the number of parties to this Agreement becomes less than two, or if the parties unanimously agree to terminate this Agreement. In either instance, dissolution shall only be effective upon a June 30th, but shall in no event be effective until the requirements of Section 10 are satisfied. Should dissolution occur, all remaining members shall be responsible for winding down costs, including all required audits, notwithstanding other provisions in this Agreement.

SECTION 10. Disposition of Assets.

A. This Agreement may not be terminated and there shall be no disposition of assets made to parties to the Agreement until the Authority reasonably exhausts all means of collecting any monies due to the Authority. The Commission must formally accept a final accounting prepared by the Treasurer/Controller before any final disposition of net assets may be made and termination of this Agreement consummated.

B. If the cause for termination was reduction of the number of parties to the Agreement to less than two, all net assets of the Authority shall become the property of the sole remaining party to the Agreement.

C. If the cause for termination is mutual agreement, the total dollar amount of the net assets shall be apportioned among such parties according to the relative assessments paid by those parties during the entire term of the Agreement.

D. In no event shall assets be transferred to Member Agencies until all Debts, Long Term Liabilities and Obligations are retired.

SECTION 11. Amendment to Agreement.

This Agreement may only be amended by simple majority vote of all the Member Agencies. The Commission shall initiate any proposed amendment by requesting a formal recommendation from the Board. The Commission shall then forward the proposed amendment with the Board's recommendation to the governing body of each Member Agency. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to the Commission if the Member Agency concurs with the amendment. The Secretary shall notify each party of the resultant action.

SECTION 12. Additional Parties to the Agreement.

Public agencies, as defined in the Act, which are not parties hereto, may become parties hereto only by amendment of this Agreement as provided in Section 11 hereof, and subject to the following terms and conditions, which shall be specified in the amendment:

A. A provision specifying that, for purposes of the calculation of assessment expense allocations as set forth in Section 5(C)(1) and 5(C)(2), a minimum of 500 calls shall be attributed to the new Member Agency for a specified number of years.

B. A buy-in fee to be paid by the new Member Agency in consideration of the existing equity in the Authority's assets.

Upon approval of the amendment by a majority of the Member Agencies as set forth in Section 11, the new Member Agency shall execute the amendment consenting to be bound by all terms of this Agreement as amended and, upon execution of the amendment by a duly authorized representative of the Commission attesting that the requisite vote of the Member Agencies approving the amendment has been obtained, the public agency shall become a Member Agency with all rights and privileges and subject to all obligations and liabilities thereof.

SECTION 13. Severability.

Should any part, term, portion, or provision of this Agreement or the application thereof to any person or in any circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

SECTION 14. Hold Harmless.

Each Member Agency shall defend, indemnify, and save all other individual Member Agencies and the Member Agency and Authority harmless from any and all claims arising out of that individual Member Agency's negligent performance of this Agreement. Any loss or liability resulting from the negligent acts, errors, or omissions of the Commission, Board, Director, or staff, while acting within the scope of their authority under this Agreement, shall be borne by the Authority exclusively. The provisions of this Section 14 shall survive the termination or expiration of this Agreement.

SECTION 15. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

SECTION 16. Notice to State.

A notice of the creation of the Authority by this Agreement, and/or any amendments to this Agreement, shall be filed by the Authority with the Secretary of State pursuant to Section 6503.5 of the Act.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first above written.

ALPINE FIRE PROTECTION DISTRICT

Attest:

By: _____

Its: _____

BONITA-SUNNYSIDE FIRE PROTECTION DISTRICT

Attest:

By: _____

Its: _____

CITY OF EL CAJON

Attest:

By: _____

Its: _____

CITY OF LA MESA

Attest:

By: _____

Its: _____

LAKESIDE FIRE PROTECTION DISTRICT

Attest:

By: _____

Its: _____

CITY OF LEMON GROVE

Attest:

By: _____

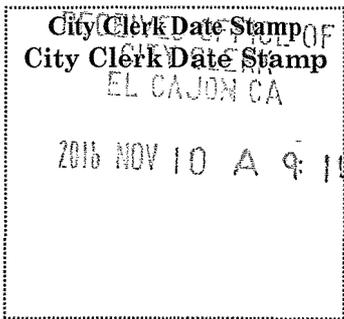
Its: _____

CITY OF SANTEE

Attest:

By: _____

Its: _____



City of El Cajon Agenda Report

MEETING: Nov 15, 2016

ITEM NO: 4.3



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

FROM: Douglas Williford, City Manager

SUBJECT: Implementation of One-Time, Non-PERSable Stipend for All Benefitted Employees

RECOMMENDATION: That the City Council approve the proposed one-time \$1,000 non-PERSable stipend as described below.

BACKGROUND: As reported at the October 24, 2016 City Council, meeting, in 2016-17 the City has established a Carryover Reserve in its General Fund that allows (a) an increase in the City's 20% Operating Reserve, (b) an increase in the City's Reserve for Economic Uncertainty and (c) designation of funds to begin to pay off the City's significant unfunded liability owed to CalPERS.

The proposed stipend recognizes, among other accomplishments by City staff, that a portion of the City's budget savings has been due to maintenance of a conservative staffing level over the past several years and additional salary savings due to unforeseen vacancies. Staff in all departments have been asked to maintain our outstanding level of service to our community despite these vacancies.

As a result, it is recommended that the City Council recognize the current financial stability and extraordinary staff efforts by awarding a one-time, \$1,000 non-PERSable stipend in December of 2016. This would be paid to all benefitted employees employed on the date of the payment. The stipend is pending expected approval by all of the City's bargaining groups after approval by the City Council.

FISCAL IMPACT: Based on an expectation that no more than 400 employees will be paid this one-time \$1,000 stipend, it is estimated that the cost will not exceed \$400,000. These funds will be used from budgetary salary savings from each department.

APPROVED BY:

Douglas Williford
CITY MANAGER

City Clerk Date Stamp

RECEIVED OFFICE OF
CITY CLERK
EL CAJON CA

2016 NOV -8 P 1:58

City of El Cajon Agenda Report

MEETING: 11/15/16

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:

October 28, 2016 -	Taylor Guitars Recognition Event
October 28, 2016 -	Channel 8 Interview
November 1, 2016 -	Fletcher Hills Town Hall Meeting - Gillespie Field Issues
November 2, 2016 -	KPBS Interview
November 15, 2016 -	City Council Meetings at 3:00 and 7:00 p.m.

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 (Amended: 4/14/16)	1/26/2016	Support	Assembly	9/28/2016- Chaptered by Secretary of State - Chapter 742, Statutes of 2016.
AB	2121	Gonzalez	Alcoholic beverage control: Responsible Interventions for Beverage Servers Training Act of 2016. (Amended: 4/12/2016)	2/23/2016	Watch	Assembly	9/28/2016- Vetoed by the Governor
SB	819	Huff	Powdered Alcohol (Amended: 3/15/2016)	1/26/2016	Support	Senate	9/28/2016- Chaptered by Secretary of State - Chapter 778, Statutes of 2016.
SB	885	Wolk	Contracts: design professionals: indemnity. (Amended: 6/16/2016)	6/14/2016	Watch	Senate	7/1/2016-Failed Deadline pursuant to Joint Rule 61(b)(13). (Last location was JUD. on 6/16/2016) Dead .
SB	1046	Hill	Driving under the influence: ignition interlock device. (Amended: 4/13/2016)	2/23/2016	Support	Senate	9/28/2016- Chaptered by Secretary of State - Chapter 783, Statutes of 2016.

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 November 8, 2016 at 4:45 p.m. for the November 15, 2016 City Council Meeting.

City Clerk Date Stamp

RECEIVED OFFICE OF
CITY CLERK
EL CAJON CA

2016 NOV -8 P 2:23

City of El Cajon

Agenda Report

MEETING: 11/15/16

ITEM NO: 6.3



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

FROM: Mayor Bill Wells

SUBJECT: NAMING OF NEIGHBORHOOD PARK

RECOMMENDATION: That the City Council adopts the next RESOLUTION in order to approve the name of the park located at 201 E. Douglas Avenue to be “Stoney’s Neighborhood Park.”

BACKGROUND: In the City of El Cajon Policy A-22, the regulations for naming public facilities state that only a current Mayor or City Councilmember may submit an applicant’s name and must place it on an agenda for review by the entire City Council. At the October 25, 2016, City Council Meeting, I asked the City Council if they would consider placing an item on a future agenda to discuss the naming of the Neighborhood Park. This park, which is unnamed, is near the Ronald Reagan Community Center, the County of San Diego Library, and the San Diego East County Chamber of Commerce.

I would like to propose that this park be named “Stoney’s Neighborhood Park” in recognition of Buell “Stoney” Stone, a long-time resident of the City of El Cajon from 1959-1973. Stoney owned El Cajon’s Stoney’s Rock & Roll Market, where he was known for his generosity. He was also President of the Cajon Valley Bank.

Stoney’s greatest passion was helping underprivileged youth. As a result, he founded the East County Toy Drive 41 years ago, which annually raised up to \$60,000 to ensure local youth would have toys during the holiday season. Additionally, he created the “Stoney’s Kids Foundation,” which has raised \$800,000 to date for afterschool activities and underprivileged youth. Some examples of the funded afterschool activities include the El Cajon Recreation Department activities, El Cajon Police D.A.R.E. Program, sports equipment and uniforms, and musical instruments. Stoney’s Kids Foundation has also been a partner in helping fund all four of El Cajon’s KaBOOM! community designed playground builds, allowing for a significant savings of approximately \$200,000 with each playground. The first KaBOOM! Playground was built in 2013 at Bostonia Park, then in 2014 at Wells Park, then in 2015 at Bill Beck Park, and lastly in 2016 at the Neighborhood Park in Downtown El Cajon.

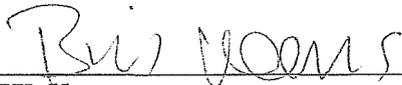
Stoney’s other civic accomplishments include the 1967 “Man of the Year” award from the San Diego/Imperial County Grocers, being 1970 Mother Goose Parade Association President, the 1987 City of El Cajon “Citizen of the Year” award, the 1996 San Diego East

County Chamber of Commerce "C. Allen Award," and the 2005 San Diego/Imperial Counties "American Red Cross Humanitarian Award."

I am sure that Stoney would be very pleased to have this park named after him considering its location to the Ronald Reagan Community Center (RRCC), the El Cajon Library, and the East County Chamber of Commerce. He was always an active participant at community events at the RRCC, spent 40 years as a Lions Club member with meetings at the RRCC, a huge supporter of the library's youth programs, and was a leader within the East County Chamber of Commerce. Therefore, I believe this park is a perfect fit to demonstrate the legacy of Buell "Stoney" Stone to the City of El Cajon.

FISCAL IMPACT: The costs associated with the naming of the park will not exceed \$15,000 for the signage at the park. These costs are already budgeted in Fiscal Year 2016-2017 Budget Activity 505000.

PREPARED BY:

A handwritten signature in cursive script that reads "Bill Wells". The signature is written in dark ink and is positioned above a horizontal line.

Bill Wells
Mayor

RESOLUTION NO. -16

RESOLUTION OF THE CITY OF EL CAJON
APPROVING THE NAMING OF A PARK LOCATED
AT 201 EAST DOUGLAS AVENUE AS
"STONEYS NEIGHBORHOOD PARK"

WHEREAS, City Council Policy A-22 regulates the naming of public facilities within the City of El Cajon by requiring that a current mayor or city councilmember submit an applicant's name, and placement on an agenda for review by the entire City Council; and

WHEREAS, at the City Council meeting held on October 25, 2016, the City Council approved Mayor Wells' request to place an item on the November 15, 2016, City Council meeting agenda to discuss the naming of a currently unnamed park located at 201 East Douglas Avenue (the "Park"), adjacent to the Ronald Reagan Community Center ("RRCC"), the County of San Diego Library, and the San Diego East County Chamber of Commerce; and

WHEREAS, it has been proposed that the Park be named "Stoney's Neighborhood Park" in recognition of Buell "Stoney" Stone ("Stoney"), a long-time resident of the City of El Cajon from 1959-1973, who was affectionately known as "Mr. East County" for his generosity and great passion for helping underprivileged youth; and

WHEREAS, Stoney owned Stoney's Rock & Roll Market in El Cajon, served as president of the Cajon Valley Bank, belonged to the Lions Club for forty years, was a huge supporter of the library's youth programs, and was a leader in the East County Chamber of Commerce; and

WHEREAS, Stoney founded the East County Toy Drive forty-one years ago, which annually raised up to \$60,000 to ensure local youth would have toys during the holiday season, and additionally, he created the "Stoney's Kids Foundation" ("Stoney's Kids"), which has raised \$800,000 to date for underprivileged youth and afterschool activities including El Cajon Recreation Department programs, the El Cajon Police D.A.R.E. Program, sports equipment and uniforms, and musical instruments; and

WHEREAS, Stoney's Kids has also been a partner in helping to fund all four of El Cajon's KaBOOM! community-designed playground builds, allowing for a significant savings of approximately \$200,000 with each playground; the first KaBOOM! Playground was built in 2013 at Bostonia Park, the second in 2014 at Wells Park, a third in 2015 at Bill Beck Park, and most recently, the Park in Downtown El Cajon in 2016; and

WHEREAS, Stoney's other civic accomplishments include the "Man of the Year" award from the San Diego/Imperial County Grocers in 1967; holding the office of

President of the Mother Goose Parade Association in 1970; and being the recipient of the City of El Cajon "Citizen of the Year" award in 1987, the San Diego East County Chamber of Commerce "C. Allen Award" in 1996, and the San Diego/Imperial Counties "American Red Cross Humanitarian Award" in 2005; and

WHEREAS, staff believes the Park is a perfect fit to demonstrate the on-going important legacy of Stoney to the City of El Cajon, and recommends that the City Council approve naming the Park as "Stoney's Neighborhood Park" in his memory.

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

1. The City of El Cajon hereby approves the naming of the park located at 201 East Douglas Avenue as "Stoney's Neighborhood Park" in honor of Buell "Stoney" Stone, to recognize his long-standing devotion to the community and underprivileged youth.

2. The City Manager, or designee, and the City Clerk are hereby authorized to take all actions and execute any documents and agreements necessary to implement the naming of the park as "Stoney's Neighborhood Park."

11/15/16 (Item 1.15)

Approve Naming Stoney's Neighborhood Park at 201 E Douglas 110816

City Clerk Date Stamp

RECEIVED OFFICE OF
CITY CLERK
EL CAJON CA

2016 NOV -8 A 10:59

City of El Cajon Agenda Report

MEETING: 11/15/16

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:

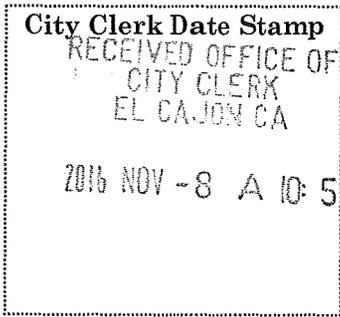
November 3, 2016 -	Heartland Communications Facility Authority
November 10, 2016 -	Meeting w/ City Manager
November 11, 2016 -	Veterans Day Event
November 15, 2016 -	City Council Meetings at 3:00 and 7:00 p.m.

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

SUBMITTED BY,

Gary Kendrick

Gary Kendrick
Councilmember



City of El Cajon Agenda Report

MEETING: 11/15/16

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:

- October 28, 2016 - Taylor Guitars Recognition Event
- October 31, 2016 - Cajon Air Center Ground Breaking at Gillespie Field
- November 4, 2016 - Comprehensive Economic Development Strategy for East County Meeting
- November 9, 2016 - City Manager Meeting
- November 11, 2016 - Veterans Day Event at Centennial Plaza
- November 15, 2016 - City Council Meetings at 3:00 and 7:00 p.m.

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

SUBMITTED BY,

Tony Ambrose
Tony Ambrose
Mayor Pro Tem

City Clerk Date Stamp

RECEIVED OFFICE OF
CITY CLERK
EL CAJON CA

2016 NOV -8 A 10:59

City of El Cajon Agenda Report

MEETING: 11/15/16

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:

October 28, 2016 -	Taylor Guitar Recognition Event
November 3, 2016 -	MTS Audit Committee Meeting
November 5, 2016 -	Eagle Scout Court of Honor
November 5, 2016 -	Recreation Council Banquet
November 10, 2016 -	MTS Board Meeting
November 11, 2016 -	City of El Cajon Veterans Day Event
November 15, 2016 -	City Council Meetings at 3:00 and 7:00 p.m.

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

SUBMITTED BY,

Bob McClellan

Bob McClellan
Councilmember

Handwritten initials of Bob McClellan, appearing as 'BMc'.

City Clerk Date Stamp

RECEIVED OFFICE OF
CITY CLERK
EL CAJON CA

2016 NOV -8 A 10: 59

City of El Cajon Agenda Report

MEETING: 11/15/16

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:

October 28, 2016 -	Taylor Guitar Reception
November 5, 2016 -	Recreation Council Banquet
November 11, 2016 -	Veterans Day Event at Centennial Plaza
November 15, 2016 -	Meeting with City Manager
November 15, 2016 -	City Council Meetings at 3:00 and 7:00 p.m.

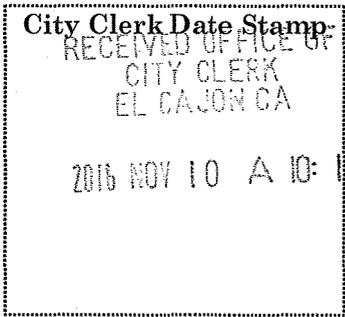
I will be happy to answer any questions you may have.

SUBMITTED BY,

Star Bales

Star Bales
Councilmember

Handwritten initials of Star Bales, appearing as 'SB' in a cursive style.



City of El Cajon Agenda Report

MEETING: 11/14/16

ITEM NO: 13.1



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

FROM: Morgan L. Foley, City Attorney

SUBJECT: Proposed Urgency Ordinance Temporarily Prohibiting the
Outdoor Cultivation of Marijuana Plants Grown for Personal Use

RECOMMENDATION: That the City Council, by not less than a four-fifths (4/5ths) affirmative vote, adopts the proposed urgency ordinance to temporarily prohibit the outdoor cultivation of marijuana by persons in the city of El Cajon

BACKGROUND: Current City ordinances prohibit the establishment of marijuana dispensaries, collectives, cooperatives, and the cultivation of marijuana, in the City of El Cajon. With the preliminary results of the recent statewide election showing that Proposition 64 is very likely to be certified as approved by the voters, the City should consider an urgency ordinance in order to prohibit the outdoor cultivation of personal marijuana plants and products.

Proposition 64 establishes a state regulatory scheme (to be known as the Bureau of Marijuana Control, within the Department of Consumer Affairs), much like that operated by the Department of Alcohol Beverage Control for the sale of wine, beer and spirits. Retailers and commercial growers of marijuana would be subject to State control and Proposition 64 establishes a statewide excise tax to be paid by purchasers, and a cultivation tax on the product. Until the State establishes its regulatory scheme through state licenses no retail or commercial operations are allowed.

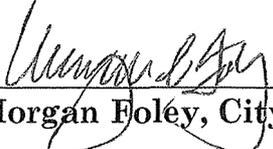
The El Cajon Municipal Code currently prohibits marijuana dispensaries, cooperatives and collectives, and prohibits the cultivation of marijuana, through changes made to the Zoning Code (Title 17) in 2012 and 2015, and that ban is unaffected by the measure as Proposition 64 will allow certain local control over nonmedical marijuana commercial activities, including a ban on such uses through land use legislation. It also allows cities to regulate the cultivation of marijuana outdoors for a resident's personal use, and limits indoor cultivation to six (6) plants for each adult (21 and over) in a private residence. Barring some extraordinary change caused by the final count of absentee and provisional ballots, Proposition 64 became effective November 9, 2016, and the personal use and cultivation provisions of the measure would allow individuals to grow and cultivate up to six (6) plants each, for personal recreational uses.

The proposed urgency ordinance would not violate Proposition 64, since it only relates to outdoor cultivation of marijuana by individuals for their personal use. While Proposition 64 allows persons to grow up to six (6) plants for personal use, this urgency ordinance would require that all activities must be conducted inside a home or other building on the property. The reasons for this are that allowing outdoor growth could result in problems related to theft, illegal consumption by persons under the age of 21, and potential sales of the stolen marijuana (or illegal sales by the individual grower where the plants and products are made easily available to a third party). These problems could impact the City's law enforcement resources in responding to complaints of theft or loss.

Because of the cancellation of the second meeting in November, and the second meeting in December, the urgency ordinance will need to be extended at least for an additional 10 months and 15 days, allowing staff to assess the impacts of the proposition, and to recommend any changes to Title 17 allowed or required by Proposition 64.

FISCAL IMPACT: The adoption of this urgency ordinance has no fiscal impact to the City.

PREPARED BY:



Morgan Foley, City Attorney

ORDINANCE NO. ____

AN INTERIM URGENCY ORDINANCE OF THE CITY OF EL CAJON,
ADOPTED PURSUANT TO GOVERNMENT CODE SECTION 65858,
TEMPORARILY PROHIBITING THE ESTABLISHMENT OF
OUTDOOR CULTIVATION OF MARIJUANA FOR PRIVATE USE, IN ALL ZONES

WHEREAS, the City of El Cajon ("City") has adopted an ordinance regulating land within the City as codified in Title 17 of the El Cajon Municipal Code (the "Municipal Code"); and

WHEREAS, the City Council for the City has previously adopted Ordinance No. 5038, modifying sections 17.105.020, 17.140.210, 17.145.150, 17.150.170 and Chapter 17.155 of Title 17 of the El Cajon Municipal Code (the "Code") prohibiting the establishment of marijuana dispensaries, cooperatives and collectives, the storage and manufacturing of marijuana products, and the cultivation of marijuana, in all zones within El Cajon; and

WHEREAS, on June 28, 2016, the California Secretary of State certified an initiative measure for the November 8, 2016, statewide general election titled the "Control, Regulate and Tax Adult Use of Marijuana Act," which initiative has received the designation as Proposition 64 ("Proposition 64"); and

WHEREAS, the preliminary results of the statewide election conducted on November 8, 2016, support the likelihood that Proposition 64 was approved by the voters of the State of California (the "State"), thereby legalizing marijuana for persons 21 years of age and older, and allowing the State to regulate the cultivation, testing, and sale of non-medical marijuana, including marijuana products, as well as establish statewide taxes for the commercial growth and retail sale of marijuana; and

WHEREAS, Proposition 64 also makes it lawful for any person, 21 years of age or older, to possess, plant, cultivate, harvest, dry, or process for private use not more than six (6) living marijuana plants within a private residence, or on the grounds of a private residence, provided that (1) local ordinances may regulate the outdoor plantings, cultivation, harvesting, drying, or processing of marijuana, and (2) "for private use" means that the person possessing, planting, cultivating, harvesting, drying, or processing marijuana may give away (without any compensation whatsoever) any marijuana or marijuana products to persons 21 years of age or older; and

WHEREAS, the Community Development Department (the "Department") is undertaking an independent study to assist with the City's determination whether to continue to prohibit marijuana-related businesses, such as retail marijuana stores, shops, dispensaries, cooperatives or collectives, and to prohibit the commercial cultivation of marijuana, in all zones, even if such activities are in conformance with Proposition 64; and

WHEREAS, the Department is also undertaking an independent study to assist with the City's determination whether persons should be allowed to plant, cultivate, harvest, dry or process marijuana outdoors upon the grounds of a private residence; and

WHEREAS, the right to plant, cultivate, harvest, dry or process marijuana outdoors upon the grounds of a private residence, in the City, prior to the completion of the studies being conducted by the City would undermine the potential enforceability of, and conflict with, any possible regulation or ban on such uses in the City.

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

SECTION 1: The City of El Cajon has an overriding interest in planning and regulating development of all uses of property within the City. Implicit in any plan or regulation is the City's interest in maintaining and improving the quality of life and the protection of the City's neighborhoods. Without stable, well-planned neighborhoods, areas of the City can quickly deteriorate, with detrimental consequences to social, environmental, and economic values. It is the intent of the City Council to assure that all neighborhoods remain well-planned and that residents maintain a high quality of life. This intent may be effectuated by a comprehensive study resulting in amendments to the Zoning Code.

SECTION 2: The purpose of this ordinance is to maintain the existing prohibition against marijuana-related activities and uses, in all zones within the City, and to prohibit the outdoor cultivation of marijuana by individuals for personal use, in all zones within the City, until such reasonable time as a detailed study may be made.

SECTION 3: This ordinance is an interim ordinance adopted as an urgency measure pursuant to Government Code section 65858 and is for the immediate preservation of the public peace, health and welfare. The facts constituting the urgency are these: Allowing outdoor cultivation of marijuana by individuals, for personal use, without regulation or prohibition, is likely to create a burden on public safety resources, including both law enforcement and emergency response services, thereby reducing the quality of life within the City's neighborhoods. Such burdens include, but are not limited to, theft of marijuana plants, or parts thereof, if left unsecured; illegal consumption of marijuana and marijuana products by persons under 21 years of age, if left unsecured; and illegal sales of marijuana and marijuana products, if left unsecured. In view of the facts set forth in the aforementioned Recitals of this Ordinance, it is necessary to immediately study, hold hearings, and consider whether to amend the City's Zoning Ordinance and the adopt regulations for the outdoor cultivation of marijuana by individuals, for personal use, as may be recommended to the City Council by the Community Development Department. A comprehensive set of regulations cannot be enacted without due deliberation, and it will take an undetermined length of time to work out the details of the comprehensive regulations. It would be destructive of the proposed regulations if, during the period they are being studied and are the subject of public hearings, parties seeking to evade the operation of these regulations in the form they may

be adopted should be permitted to operate in a manner which might progress so far as to defeat in whole or in part the ultimate objective of those regulations.

SECTION 4: (a) Notwithstanding any provision of the Municipal Code to the contrary, the use of any property within any zone in the City of El Cajon for outdoor cultivation of marijuana or marijuana products, for personal use, is prohibited. The issuance of any permit, license, or certificate for the operation of any such uses shall be prohibited.

(b) No person shall be allowed to plant, cultivate, harvest, dry or process any marijuana or marijuana products as defined in Proposition 64 in any amount unless such activities are conducted indoors, in the person's private residence or within an ancillary structure located upon the grounds of the person's private residence, that is locked and not visible by normal unaided vision from a public place.

SECTION 5: The City Council of the City of El Cajon hereby declares that should any section, paragraph, sentence, phrase, term or word of this Ordinance, hereby adopted, be declared for any reason to be invalid, it is the intent of the City Council that it would have adopted all other portions of this Ordinance irrespective of any such portioned declared invalid.

SECTION 6: This ordinance shall take effect immediately upon passage by a 4/5ths vote of the City Council, and in accordance with Government Code section 65858.

11/15/16 (Item No. 13.1)

Urgency Ordinance – Marijuana Dispensary Moratorium 111016

ORDINANCE NO. ____-16

AN ORDINANCE APPROVING ZONE RECLASSIFICATION NO. 2323 FOR THE REZONING OF PROPERTY LOCATED ON THE EAST SIDE OF SOUTH ANZA STREET BETWEEN REDWOOD AND EAST WASHINGTON AVENUES FROM C-G (GENERAL COMMERCIAL) ZONE TO RM-2200 (RESIDENTIAL, MULTI-FAMILY, 2,200 SQ. FT.) ZONE; APN: 488-400-02-00; GENERAL PLAN DESIGNATION: MEDIUM DENSITY RESIDENTIAL (MR)

WHEREAS, the El Cajon Planning Commission held a duly advertised public hearing on September 20, 2016, to consider Zone Reclassification No. 2323, for a change in the zoning designation of the subject property from the C-G zone to the RM-2200 zone, as submitted by Khalid Yacoub for the property on the east side of South Anza Street between Redwood and East Washington Avenues, and addressed 673 South Anza Avenue; and

WHEREAS, in accordance with CEQA Guidelines Section 15061(b)(2), and prior to making a recommendation to the City Council, the Planning Commission reviewed and considered the information contained in the project staff report; and

WHEREAS, the El Cajon Planning Commission adopted Resolution No. 10861 recommending City Council approval of Zone Reclassification No. 2323, for a change in the zoning designation from the C-G to the RM-2200 zone for property located on the east side of South Anza Street between Redwood and East Washington Avenues, and addressed 673 South Anza Avenue; and

WHEREAS, it is proposed that the rezoning of the subject property is exempt from CEQA under section 15061(b)(3)(General Rule) of CEQA Guidelines where it can be seen with certainty the rezoning does not have the potential to cause a significant effect on the environment.

WHEREAS, at the public hearing the City Council received evidence through public testimony and comment, in the form of verbal and written communications and reports prepared and presented to the City Council, including (but not limited to) evidence such as the following:

- A. The proposed RM-2200 zone is consistent with the General Plan Land Use designation of Medium Density Residential as indicated in the General Plan Zoning Consistency Chart. Furthermore, the proposed RM-2200 zone provides an opportunity to add units to the City's housing stock and provide housing options.
- B. The subject property is not governed by any specific plan and, therefore, no inconsistency exists. The proposed RM-2200 zone is consistent with the Medium Density Residential General Plan Designation that applies to the

site. The site will be subject to the underlying zone requirements and architectural standards.

- C. The RM-2200 zone makes the subject property consistent with the Medium Density Residential General Plan designation for the site. The rezone of the site creates more housing opportunities.

WHEREAS, after considering such evidence and facts the El Cajon City Council did consider Zone Reclassification No. 2323 as presented at its meeting.

NOW, THEREFORE, BE IT RESOLVED by the El Cajon Planning Commission as follows:

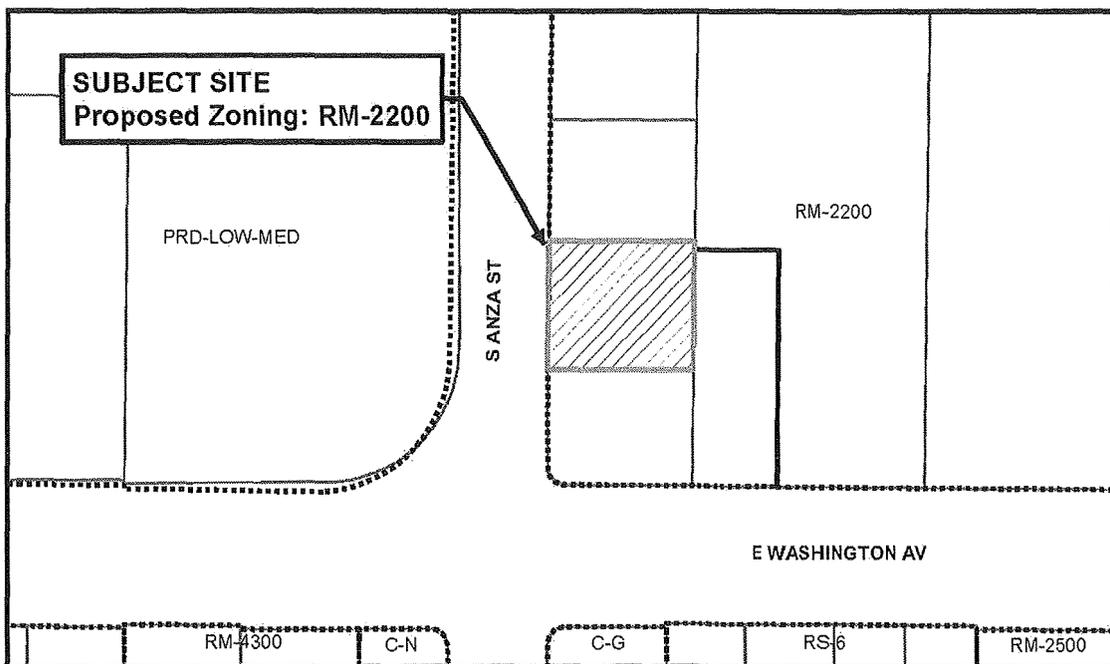
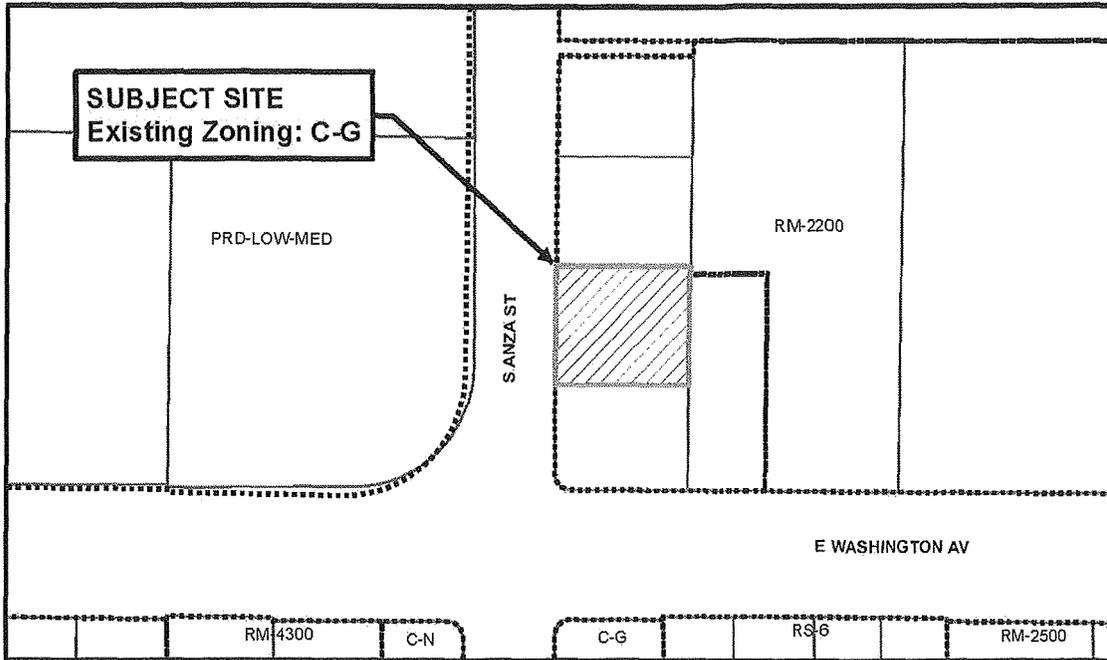
Section 1. That the foregoing recitals are true and correct, and are findings of fact of the El Cajon City Council in regard to Zone Reclassification No. 2323.

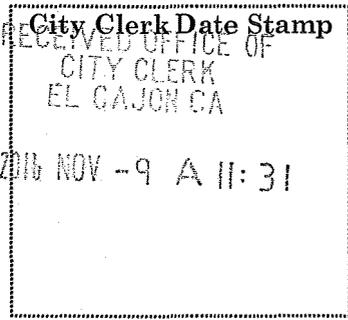
Section 2. That based upon said findings of fact, the El Cajon City Council hereby APPROVES Zone Reclassification No. 2323 to rezone the subject property from the C-G zone to the RM-2200 zone, located on the east side of South Anza Street between Redwood and East Washington Avenues, and addressed 673 South Anza Avenue, in accordance with attached Exhibit "A."

10/25/16 (Item No. 3.1) – 1st Reading
11/15/16 (Item No. 14.1) – 2nd Reading

ZR 2323 – 673 S Anza 101916

Exhibit "A"
Zone Reclassification No. 2323





City of El Cajon Agenda Report

MEETING: 11-15-16

ITEM NO: 100



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

FROM: Anthony Shute, Deputy Director of Community Development

SUBJECT: MALLONEE CONDOMINIUM CONVERSION – PLANNED UNIT
DEVELOPMENT NO. 344 AND TENTATIVE SUBDIVISION MAP NO.
665

RECOMMENDATION: That the City Council

1. Opens the public hearing and receives testimony;
2. Closes the public hearing;
3. Moves to ADOPT the next RESOLUTION in order APPROVING Planned Unit Development No. 344; and
4. Moves to ADOPT the next RESOLUTION in order APPROVING Tentative Subdivision Map No. 665.

PROJECT DESCRIPTION

This project proposes a nine-unit conversion, and a subdivision to create a common-interest residential development. This is the first apartment conversion request since 2008.

BACKGROUND

General Plan:	Medium Density Residential (MR)
Specific Plan:	N/A
Zone:	Residential, Multi-Family, 2,200 sq. ft. (RM-2200)
Other City Plan(s):	N/A
Regional and State Plan(s):	N/A
Notable State Law(s):	Subdivision Map Act

Project Site & Constraints

The subject property is 16,675 square feet (.38 acre) located on the east side of Emerald Avenue between West Lexington and Chamberlain Avenues. The property has a two-story nine-unit apartment building constructed in 1974 with 13 existing parking spaces, landscaping in the rear and the front yards. It should be noted that there is a city easement for a drainage channel at the rear of the property (east side). Access onto the property is provided by a 22-foot driveway.

Surrounding Context

Properties surrounding the project site are developed and zoned as follows:

Direction	Zones	Land Uses
North	RM-2200	Apartments and single-family residences
South	RM-2200	Apartments
East	RM-2200	Mobile home park
West	RM-2200	Apartments

General Plan

The subject property is designated MR (10-18 units/acre) in the General Plan. Goal 5 of the General Plan calls for a broad range of housing types to be made available to meet the housing needs of various age and income groups. The Housing Element identifies the need to accommodate residential units at all income levels. The proposed project will include market rate for sale housing units that will contribute to meeting the goal of fulfilling regional housing needs by increasing opportunities for homeownership.

Municipal Code

The PUD ordinance includes development standards specific to conversions. These requirements include: parking, common recreation and landscaped areas, building construction, utility systems, trash collection and CC&R's.

Subdivision Ordinance/ Subdivision Map Act

A tentative subdivision map is proposed to create the one-lot subdivision. A common area would include the private driveway, common recreation space of 1,350 square feet, and landscaped area of 5,644 square feet.

The authority and procedures for the processing of a tentative subdivision map are found in the California Subdivision Map Act, and the City of El Cajon Subdivision Ordinance (Title 16 of the El Cajon Municipal Code).

DISCUSSION

This is a request to convert an existing nine-unit apartment complex at 411 Emerald Avenue into a common interest development. This existing development was constructed in 1974 and is approximately 42 years old. Once approval has been obtained and all steps are completed to the satisfaction of the City and the State of California, the property owner of record is legally entitled to sell the units.

The steps to be satisfied by an applicant requesting approval of a conversion project are contained in ECMC Sections 17.60.290 - 17.60.360. The requirements for a conversion project are discussed below.

Consistency with the General Plan

The proposed conversion of apartments to condominiums provides increased opportunities for home ownership, which is a stated objective in the General Plan text (Objective 5-3).

Tenant Notification

California Government Code Section 66427.1 and Section 17.60.350 of the City's Zoning Code require the applicant to notify the existing tenants of the intention to convert the existing development 60 days prior to submitting an application to convert to the City. The Zoning Code also requires that the existing tenants be provided with notifications throughout the process to keep them fully aware of their options and time lines. Staff has verified that the required 60-day and 180-day tenant notices for this project were mailed and copies are on file in the Planning Department office.

If this request is approved, the applicants will also be required to give each tenant an exclusive right to contract for the purchase of their unit upon the same terms and conditions that such unit will be initially offered to the general public, or on terms more favorable to the tenant. This right shall run for a period of 90 days from the date of issuance of the subdivision public report pursuant to Section 11018.2 of the California Business and Professions Code, or unless the tenant gives prior written notice of his or her intention not to exercise the right of purchase.

Compliance with Development Standards

ECMC Section 17.60.310 includes the development standards for conversions. The following is a discussion of each of these development standards.

Parking

The parking requirement for apartment conversion requests is 1.5 spaces per unit. According to the site plan, the applicant is proposing to have a total of 14 on-site parking spaces.

Common Recreation Areas, Fencing/Walls and Landscaping

There are several acceptable forms of common recreation or open space areas that may be provided in a project in order to meet this requirement. The common recreation area for this project consists of an open space to the rear of the property approximately 1,350 square feet. The applicant is proposing a picnic and barbeque area.

The existing property is bounded by a wrought iron fence with a gate at the front of the property, a concrete block wall and a chain link fence on the sides and rear. The portion of the chain link fence that is near the drainage channel needs to remain as is per city standards. However, the rest of the project boundary will be improved to a six-foot high concrete wall that is consistent throughout the project and painted to match the proposed color scheme of the project.

The PUD conversion ordinance requires all existing or proposed landscaped areas to be provided with a combination of ground cover, shrubs and trees and a permanent, underground irrigation system. All existing landscaped areas on the subject property is in good condition. The maintenance of landscaping and irrigation systems will be a condition of approval and included in the CC&Rs for this project.

Construction Requirements/Physical Elements Report

ECMC Section 17.60.340 requires the preparation of a physical elements report (PER) so that the City will know the status of: the building foundations, walls and roofs; electrical

systems; plumbing systems; mechanical systems; recreational facilities; parking; driveways and drainage facilities. The report must be prepared by a California-licensed contractor, inspector or engineer and may not be prepared by the applicant.

The purpose of this report is to make sure that the subsequent homeowners do not inherit problems with these physical elements and that any physical elements needing repair or replacement are conditions of approval. One of the Building requirements for a conversion project is the submittal of a detailed scope of work with appropriate inspections early in the process to help identify any Building Code problems.

The City Council may also require reasonable upgrades to the units that are related to "health and safety" issues. Items identified in the physical elements report as well as items required as standard upgrades of conversion projects are included in the conditions of approval.

The PER for the subject property report identifies the condition of the property and the structures. It includes specific items that are in need of repair/replacement immediately or in the near future. Conditions of approval require that all of the repairs, upgrades or replacements included in the physical elements report be completed or guaranteed prior to a Certificate of Occupancy being issued for **any** unit.

The applicant submitted a list of proposed improvements and upgrades and are included as conditions of approval. The applicant's list of "Proposed Renovations" includes the exterior enhancements which are reflected in the project renovation list in the conditions of approval. Attached is the list of comprehensive improvements.

Reports from licensed inspectors regarding termite/pests, mold/mildew and lead-based paint are also required and any problems must be resolved prior to commencing any other repairs or upgrades and confirmed by the licensed inspector.

Utility Systems

The proposed project will have to incorporate separate utility systems for electricity, natural gas and venting for each unit and provide separate meters for each service.

Enhanced Exterior Elevations

In this project, the proposed exterior upgrades include an upgraded modern architectural style that incorporates wood panels, new window frames, light fixtures, a new decorative railing and new color scheme.

Covenants, Conditions and Restrictions

CC&Rs will be required for any land or improvements intended for common ownership and/or common maintenance including but not limited to: streets, driveways, parking areas, landscaping, irrigation systems, fencing, walls, buildings, roofs, utilities, recreational facilities or open spaces. The CC&Rs must include the creation of a homeowners' association (HOA), which is intended to manage and maintain all common facilities or contract for those services.

Compatibility with Surrounding Uses and Properties

City records indicate the existing apartment units have been compatible with surrounding uses and properties. The changes proposed for the subject property are the repairs and replacements called for in the physical elements report, the applicant's list of improvements and the general health and safety upgrades to the units. It is staff's opinion that if the existing rental units are approved for conversion, they will remain compatible with surrounding uses and properties.

PLANNING COMMISSION DECISION

On October 18, 2016, the Planning Commission voted 4-0 (Turchin absent) and adopted Resolution No. 10863 recommending City Council approval of the proposed project. There was no public opposition voiced at the Planning Commission hearing.

FINDINGS

Planned Unit Development No. 344

A. *The density of the proposed PUD is consistent with the general Plan.*

The project facilitates the development of the site for residential uses in conformance with Housing Element policies to increase the number of housing units for homeownership and available to all income levels.

B. *The approval of any alternative development standards for the proposed PUD is in the public interest.*

No alternative development standards are proposed.

C. *The proposed PUD is compatible with surrounding development.*

Other properties in the vicinity of the proposed project are developed with attached residential units at similar densities to that of the proposed project. Therefore, the proposed project will be compatible with surrounding development.

D. *The location of structures, private streets, driveways, and parking spaces on the proposed PUD site plan will not result in unauthorized parking which would block or hamper vehicular movement or unnecessarily affect visibility on the private street or driveway.*

The design of the proposed project provides sufficient parking with adequate space for vehicle back-up and maneuvering. Proposed structures and other elements of the project would not have a negative effect on visibility.

Tentative Subdivision Map No. 665

Section 66474 of the Subdivision Map Act and Section 16.12.080 of the ECMC state that the City shall deny approval of a subdivision map if the city's legislative body makes any of the following findings:

A. *The proposed map is not consistent with the General Plan and any applicable specific plan.*

The proposed map is consistent with the General Plan and the General Plan goals related to housing that seek to provide a variety of residential development opportunities in the City to fulfill regional housing needs. There are no applicable specific plans.

B. *The design or improvement of the proposed subdivision is not consistent with the General Plan, and the site is not physically suitable for the type of development and proposed density.*

The proposed subdivision map design results in a common interest residential project, which is consistent with the goals and objectives of the General Plan. Furthermore, the site is generally level and physically suited for the type of development as well as the density of the development that is proposed for this property.

- C. *The design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

The proposed project site has no habitat value and is located in an urbanized area. Furthermore, the subject property is in a disturbed condition, surrounded by urban development, not environmentally sensitive, and there are no fish or wildlife populations that would be harmed by the residential development of the subject property.

- D. *The design of the subdivision or type of improvements is likely to cause serious health problems.*

The design of the subdivision and type of improvements are required to incorporate storm water management improvements that will contribute to healthier streams, rivers, bays and the ocean. Furthermore, the design of the proposed subdivision will accommodate passive heating and cooling opportunities because the proposed homes are designed with windows that open and would allow occupants to take advantage of the prevailing west winds. The units are separated to allow air flow through and around the units.

- E. *The design of the subdivision or type of improvements will conflict with easements acquired by the public at large for access through or use of property within the subdivision.*

The proposed map will not conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of property within the proposed map, and there are no existing easements that will be affected by the proposed construction because the map will establish new easements for public utilities, private road access, the private storm drain, and landscape maintenance.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

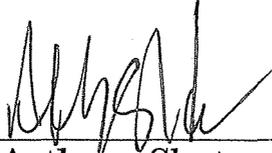
The proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15301 (Existing Facilities). The proposed project results in the conversion of an existing nine-unit apartment building to a common interest residential development comprised of nine-residential units.

PUBLIC NOTICE & INPUT

Notice of this public hearing was published in the East County Gazette and mailed on October 6, 2016, to all property owners within 300 feet of the project site and to anyone who requested such notice in writing, in compliance with Government Code Sections 65090, 65091, and 65092, as applicable. Additionally, as a public service, the notice was posted in the kiosk at City Hall and on the City's website under "Public Hearings/Public Notices." The notice was also mailed to the two public libraries in the City of El Cajon, located at 201 East Douglas Avenue and 576 Garfield Avenue.

FISCAL IMPACT: None.

PREPARED BY:



**Anthony Shute
DEPUTY DIRECTOR
OF COMMUNITY
DEVELOPMENT**

REVIEWED BY:



**Majed Al-Ghafry
ASSISTANT
CITY MANAGER**

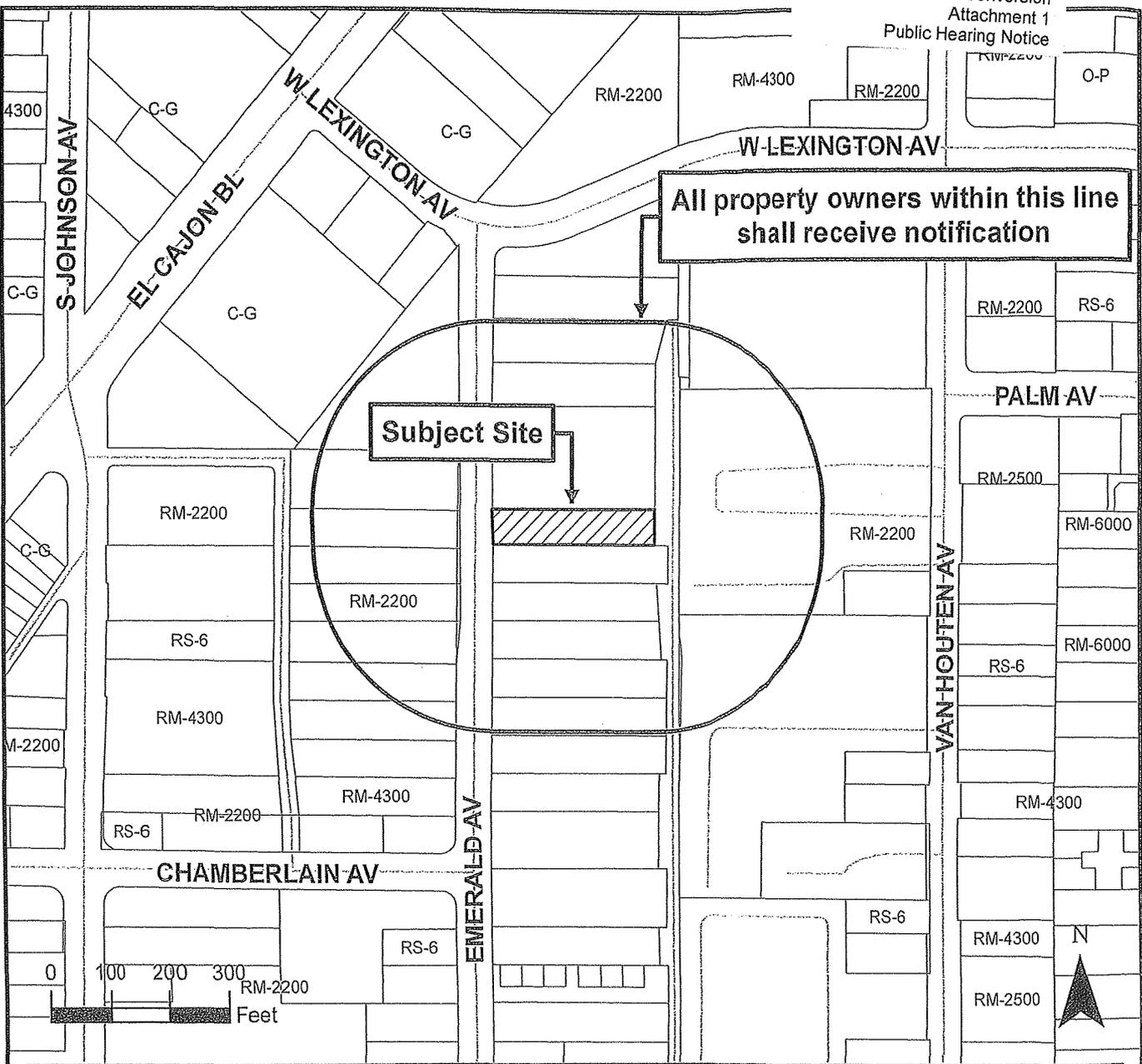
APPROVED BY:



**Douglas Williford
CITY MANAGER**

ATTACHMENTS

1. Public Hearing Notice/Location Map
2. Proposed Resolution Recommending City Council APPROVAL of PUD No. 344
 - a. Helix Water District Comments 12-30-15
3. Proposed Resolution Recommending City Council APPROVAL of TSM No. 665
4. Planning Commission draft minutes dated 10-18-16
5. ECMC 17.60.290 – 17.60.360
6. Aerial Photograph of Subject Site
7. Application & Disclosure statement
8. Project Description
9. List of Proposed Improvements
10. Reduced Plans
11. Physical Elements Report
12. Full Size Plans (in Councilmember's binders)



**NOTICE OF PROPOSED
PLANNED UNIT DEVELOPMENT AND
TENTATIVE SUBDIVISION MAP**

NOTICE IS HEREBY GIVEN that the El Cajon Planning Commission will hold a public hearing at **7:00 p.m., Tuesday, October 18, 2016**, and the El Cajon City Council will hold a public hearing at **7:00 p.m., November 15, 2016**, in the City Council Chambers, 200 Civic Center Way, El Cajon, CA, to consider:

PLANNED UNIT DEVELOPMENT NO. 344 AND TENTATIVE SUBDIVISION MAP NO. 665, as submitted by Westone Management Consultants (Joseph Scarlatti) on behalf of Mallonee Linda F. Living Trust (Linda Mallonee), requesting to convert nine existing apartment units to a nine-unit Planned Unit Development with a ten-lot subdivision map. The subject property is addressed as 411 Emerald Avenue. This project is exempt from the California Environmental Quality Act (CEQA).

The public is invited to attend and participate in these public hearings. The agenda reports for this project will be available 72 hours prior to the meeting for Planning Commission and City Council at <http://www.cityofelcajon.us/your-government/calendar-meetings-list>. In an effort to reduce the City's carbon footprint, paper copies will not be provided at the public hearings, but will be available at the Project Assistance Center and City Clerk counters upon request.

If you challenge the matter in court, you may be limited to raising only those issues you or someone else raised at the public hearings described in this notice or in written correspondence delivered to the Commission or Council at, or prior to, the public hearings. The City of El Cajon encourages the participation of disabled individuals in the services, activities, and programs provided by the City. Individuals with disabilities who require reasonable accommodation in order to participate in the public hearing should contact Planning at 619.441.1742. More information about planning and zoning in El Cajon is available at <http://www.cityofelcajon.us/your-government/departments/community-development/planning-division>.

If you have any questions, or wish any additional information, please contact **LORENA CORDOVA** at 619.441.1539 or via email at lcordova@cityofelcajon.us and reference "Mallonee" in the subject line.

RESOLUTION NO. ___-16

A RESOLUTION APPROVING
PLANNED UNIT DEVELOPMENT NO. 344
FOR A NINE-UNIT APARTMENT COMPLEX
INTO A COMMON-INTEREST DEVELOPMENT IN THE
RM-2200 (RESIDENTIAL, MULTI-FAMILY, 2200 SQ. FT.) ZONE,
AND ADDRESSED AS 411 EMERALD; APN: 487-542-02;
GENERAL PLAN DESIGNATION: MEDIUM DENSITY RESIDENTIAL (MR)

WHEREAS, the El Cajon Planning Commission held a duly advertised public hearing on October 18, 2016, to consider Planned Unit Development No. 344 ("PUD 344"), as submitted by Linda Mallonee on behalf of Shady Rest, LLC, requesting approval of a nine-unit PUD in the RM-2200 zone, on property located on the east side of Emerald Avenue between West Lexington and Chamberlain Avenues; and adopted Planning Commission Resolution No. 10853 recommending City Council approval of PUD No. 344, subject to conditions; and

WHEREAS, the City Council reviewed and considered the proposed exemption from the provisions of the California Environmental Quality Act ("CEQA") according to section 15301 of the CEQA Guidelines; and

WHEREAS, the City Council held a duly advertised public hearing on November 15, 2016, to consider PUD 344 and received evidence through public testimony and comment, in the form of verbal and written communications and reports.

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

A. The City Council finds that:

1. The recitals above are true and correct and have been incorporated herein by reference.
2. The project facilitates the development of the site for residential uses in conformance with Housing Element policies to increase the number of housing units for homeownership and available to all income levels.
3. No alternative development standards are proposed.
4. Other properties in the vicinity of the proposed project are developed with attached residential units at similar densities to that of the proposed project. Therefore, the proposed project will be compatible with surrounding development.
5. The design of the proposed project provides sufficient parking with adequate space for vehicle back-up and maneuvering. Proposed structures

and other elements of the project would not have a negative effect on visibility.

- B. The City Council hereby approves Planned Unit Development No. 344 for the for a nine-unit common-interest residential development in the RM-2200 zone on the above described property, subject to the following conditions:

Planning

1. Prior to the issuance of building permits, or as otherwise determined by the Deputy Director of Community Development, the applicant shall submit and obtain approval of a revised, one-page, 24" by 36" mylar site plan that reflects the following specific notes and changes:
 - a. The revised site plan shall be consistent with the final map and landscape plans approved for the project.
 - b. Include the following note: "This project shall comply with the Standard Conditions of Development from Planning Commission Resolution No. 10649, as applicable, which are incorporated herein by reference."
 - c. The revised site plan shall reflect the applicable comments and include all of the required notes from the Public Works Department incorporated herein.
 - d. The revised site plan shall reflect the applicable comments from the Helix Water District attached to this resolution as "Exhibit A" and dated 12-30-15.
2. As part of the scope of work for the building permit, the following improvements should be incorporated:
 - a. All unit interiors shall include new floors, paint, cabinetry, granite, tubs and toilets, plumbing and electrical fixtures, appliances, doors, base and casings, insulation & drywall for all common walls, electrical heaters, window coverings and door hardware.
 - b. Exterior work will include stucco patching, doors and trim, roof flashing, gutters, windows, door replacement, stair and walk railing, stucco to existing storages and replacement of the doors, front door hardware, additional laundry equipment, and proper ventilation.
 - c. Architectural enhancements per the approved project elevation to include new color scheme, wood panels, and light fixtures.

- d. An improved six-foot concrete project boundary wall that is consistent throughout the project and painted to match the proposed color scheme of the project shall be erected.
3. Building permits are required for this project. Prior to the issuance of building permits, or as otherwise determined by the Deputy Director of Community Development, the applicant shall complete the following:
 - a. Record the final map for TSM No. 665.
 - b. Submit a letter indicating proof of trash and recycling collection services from the City's solid waste collection contractor (Waste Management, Inc.).
 - c. Comply with the Public Works Department comments contained herein, to the satisfaction of the Deputy Director of Public Works and the Deputy Director of Community Development.
 - d. Comply with the comments from the Helix Water District attached to this resolution as "Exhibit A" and dated 12-30-15.
 - e. Comply with the currently adopted editions of the California Building Code, the California Fire Code, the California Mechanical Code, the California Plumbing Code, the California Electrical Code, and the Green Building Standard Code.
 - f. Please be advised that the project must meet all current code requirements for a condominium development. A physical inspection of the property must be conducted before plan submittal. Contact the Building and Fire Safety Division to arrange this inspection.
 - g. One hour fire-wall separations are required between dwelling units as well as between dwelling units and storage or laundry rooms used in common.
 - h. Horizontal separations between units must be constructed of a one hour fire rated assembly.
 - i. Smoke detectors must be installed in each bedroom, in hallways leading to bedrooms.
 - j. The use of fuel burning appliances within the dwelling units will require a carbon monoxide detector.
 - k. Arc fault circuit protection is required as specified in the currently adopted California Electrical Code.

- l. Ground fault circuit protection must be installed as specified in the currently adopted California Electrical Code.
 - m. The second floor exit balcony will require a second stairway exit as determined by the Building Official.
 - n. Emergency escape windows must meet the current applicable provisions of the California Building Code.
 - o. Should the final configuration of the complex constitute a "gated" community, a Knox box/optical sensor must be installed for Fire Dept. access. Please contact the Fire Dept. for a Knox box application.
 - p. A Building permit is required for this project.
 - q. Project must comply with Title 24 disabled access regulations.
 - r. If guest parking is anticipated at least one but no less than 5% must be designated as van accessible.
 - s. Undergrounding of all on-site utilities is required.
 - t. Fire extinguisher is required. One for every 3000 s.f. with max. 75 ft. travel distance. Minimum size 2A10BC with signage.
 - u. Residential address numbers shall be visible from the street, contrasting in color from wall surface, and minimum 5 inches in size.
4. Prior to building permit final, or as otherwise determined by the Deputy Director of Community Development, the applicant shall complete the following:
- a. Obtain approval of a Landscape Documentation Package (LDP) and Certificate of Completion in conformance with the requirements of Chapter 17.95 and Section 17.60.180 of the Zoning Code, and the State's revised Model Water Efficient Landscape Ordinance, and consistent with the guidelines provided in the City of El Cajon Landscape Design Manual. The LDP plans shall be consistent with the approved PUD site plan and TSM. Indicate a dedicated water meter for the irrigation of common area landscaping.
 - b. Obtain staff approval of the improvements in the common areas of the development.
5. Submit one electronic copy of the draft CC&Rs for the common ownership and maintenance of the project for approval by Planning, Storm Water, and

the City Attorney. Prior to the granting of a certificate of occupancy of any units the applicant shall record the CC&Rs and submit one electronic copy (PDF format) of the recorded document to Planning on a compact disc. The CC&Rs shall include the maintenance of the private street, sidewalks, driveways, common lighting, common fencing, storm water facilities, and required landscape areas including street yards and the common recreation lot, and shall contain the following language:

- "A. This entire project and property shall be subject to all of the conditions and restrictions contained within the resolution adopted by the City of El Cajon which approved the tentative subdivision map for the project, as well as, being subject to all the conditions and restrictions contained in any permits issued for the project which were approved by the City of El Cajon, along with accompanying site plans, elevations and landscape plans.
- "B. The City of El Cajon is hereby given supervisory jurisdiction over the enforcement of the provisions of this Declaration dealing with maintenance, cleanliness and repair of the landscape and pavement maintenance easement, and exterior appearance of the project. In the event of breach of any duty pertaining to such maintenance, cleanliness, repair or exterior appearance, the City of El Cajon may give written notice of such breach to the Association or Owners, together with a demand upon them to remedy such breach. If they refuse to do so, or fail to take appropriate action within 30 days of the receipt of such notice, the City of El Cajon shall have the standing and the right (but not the obligation) to both bring an action in a court of proper jurisdiction to enforce the provisions of this Declaration and/or initiate abatement proceedings pursuant to the ordinances of the City of El Cajon. Nothing contained herein shall limit any other right or remedy which the City may exercise by virtue of authority contained in ordinance or state law.
- "C. The City Attorney of El Cajon must give prior approval to any amendments to this Declaration of Covenants, Conditions and Restrictions which deal with any of the following topics:
 - 1. Amendments with regard to the fundamental purpose for which the project was created (such as a change from residential use to a different use), and amendments which would affect the ability of the City of El Cajon to approve or disapprove external modifications to the project.
 - 2. Amendments with regard to the supervisory jurisdiction for enforcement granted to the City of El Cajon by this Declaration.

3. Property maintenance obligations, including maintenance of landscaping, sidewalks, and driveways, and cleanliness or repair of the project.
- "D. No alteration or modification shall be made to the landscape and pavement maintenance easement which is contrary to the development plan approved by and on file with the City of El Cajon without the approval of the City.
- "E. Parking shall only occur in the approved parking spaces depicted on the final approved PUD No. 344 site plan. No on-site parking is permitted outside designated parking spaces."
6. Prior to the granting of occupancy for any unit, or as otherwise determined by the Deputy Director of Community Development, all on-site improvements shall be completed or guaranteed in accordance with the approved PUD No. 344 site plan. In addition, the following items shall be completed and/or inspected:
 - a. Record the CC&Rs, and submit one electronic copy of the recorded document (PDF format) to Planning on a compact disc.
 - b. Complete the installation of the approved landscaping and irrigation system and obtain approval of a Certificate of Completion.
 - c. Satisfy all requirements of the Public Works and the Helix Water District and attached to this resolution as "Exhibit A."
7. All advertising for unit sales shall comply with the City's sign ordinance.

Engineering

8. A Final Map must be prepared by a registered civil engineer or a licensed land surveyor in accordance with Title 16 of the Municipal Code and the Subdivision Map Act. In order to complete the process of subdividing the property, the owner is responsible for having a Final Map recorded with the County Recorder within two (2) years after approval of the Tentative Subdivision Map by the City Council or within the time limits of an extension granted in accordance with Title 16 of the Municipal Code.

The following conditions must be completed prior to recording of the Final Map:

- a. Remove and replace the existing driveway per San Diego Area Regional Standard Drawings (SDRSD) G-26, with 2:1 sidewalk transitions per G-14A for ADA compliance. Include 2-foot transitions on both sides of the driveway for 8" to 6" curb transitions. A

minimum of 2' transition may be required at back of driveway to accommodate the elevation change that might be caused due to new driveway grade. Edge of driveway shall be a minimum of 3-feet from the property line and all obstructions. The driveway shall be a minimum 24'/36' curb cut. Repair all damaged concrete curb and gutter and sidewalk.

Prior to issuance of Building Permit and Encroachment Permit (Encroachment Permit is a separate permit that must be obtained for any required improvements in the right-of-way), the applicant or contractor shall prepare an Engineer's scaled detailed drawing with dimensions of the required driveway and sidewalk installations showing the location of the public street right-of-way, property lines, face of curb, all physical obstructions, including but not limited to, all block walls, utility poles, telephone and cable TV equipment, fencing, etc. along with any required offsets in accordance with SDRSD G-15 and G-16.

These details shall be shown on a separate Driveway Detail Plan, but may also be included with the Building Permit Plan Set. An Engineer's scale shall be used for all drawings submitted to the Public Works department for review.

REQUIREMENTS FOR THE ENCROACHMENT PERMIT:

Submittal of a detailed drawing described above, a traffic control plan, an insurance certificate and (non-blanket) endorsement per City Council Policy D-3, and the review fees. Contact the Public Works Department for additional information.

- b. Stub any new underground utility services out at the property line.
- c. Repair all damaged curb and gutter, and sidewalk.
- d. Add as a General Note to the PUD Site Plan:

"All operations must be in compliance with the City's Storm Water Ordinance (Municipal Code Chapter 13.10) to minimize or eliminate pollutant discharges to the storm drain system."
- e. The Developer must specifically address those Best Management Practices which minimize or eliminate discharges of pollutants to the storm drain system.
- f. Details of any proposed and existing trash enclosures. Any and all enclosures must be designed to be secured, constructed with a grade-break or berm across the entire enclosure entrance, and

covered with an impervious, fire-resistant roof in accordance with the requirements of Public Works Storm Water Attachment No. 2.

- g. Submit a copy of the Conditions, Covenants, and Restrictions (CC&R's) for the property, per Storm Water Attachment No. 3, which address residential compliance with City of El Cajon Municipal Code section 13.10.080. Please refer to the updated Agreement for changes and updates to language that should be incorporated into the CC&Rs.
- h. Submit to Public Works, a Storm Water Site Plan showing drainage components and a list of all proposed external improvements and any modifications to the property, preparatory to the sale of condominiums.
- i. Submit to Public Works a Condominium Storm Water Maintenance Plan for onsite repair and maintenance activities once units are sold.
- j. Inspect Private Sewer Lateral(s) for integrity.
- k. Submit an Erosion Control Plan before any demolition or construction or soil disturbance is conducted.
- l. Identify all locations that storm water discharges from the project. Install, if feasible, appropriate storm water treatment controls at storm water discharge locations (drain inlets) within the complex, and for discharges from the property to the City storm water conveyance system and to the drainage channel on the east of the property. Treatment controls should be depicted in the final map.
- m. Submit a current Preliminary Title Report and a Subdivision Guarantee, no older than 60 days, at the time the map is ready to record.
- n. Submit a County Tax Certificate valid at the time of map recordation.
- o. Set survey monuments and guarantee setting of any deferred monuments.
- p. Submit Will-Serve letters from Water Company, Gas and Electric Company, Phone Company and Cable TV Company.
- q. Submit signature omission letters from all public easement holders who do not have a signature block on the map.
- r. Submit a letter stating if the required public improvements listed in 4 thru 7 above will be completed prior to recording the Map or deferred by a Subdivision Agreement.

- s. The lot without a building unit is to be designated as a non-buildable lot for ingress and egress, water, sewer, and other utility purposes, for the common use and benefit of the other lots.
- t. An Encroachment Permit or Subdivision Agreement is required prior to any work within the public right-of-way.
- u. Municipal Code section 16.16.060 provides that, in lieu of constructing the required improvements prior to recording of the final map, the subdivider may enter into an agreement which guarantees construction within one year. Such agreement shall be accompanied by improvement security in accordance with Municipal Code section 16.16.080 and a certificate of insurance provided by the subdivider in accordance with City Council Policy D-3.
- v. The school districts in the City have developer fee assessment policies. These fees are collected at the time of issuance of building permits.
- w. Existing streets shall be kept free of dirt and debris and maintained in good condition. Dust shall be controlled so that it does not become a nuisance. The developer shall be responsible for the repair of any streets or private property damaged as a result of the construction of the subdivision.
- x. Landscaping at the entrance of the driveways shall be kept low to provide adequate sight distance.

STANDARD CONDITIONS OF DEVELOPMENT

(Planning Commission Resolution No. 10649)

- 9. All projects approved by the Planning Commission shall comply with the following standard conditions, unless specifically exempted by the Planning Commission or City Council.

A. GENERAL

- 1) The applicant shall comply with the school impact fee requirements of the Grossmont Union High School Districts, Cajon Valley, and La Mesa-Spring Valley School Districts when applicable.
- 2) For projects that require a grading permit and excavate more than three feet into native soils, and prior to the issuance of a Building Permit, the applicant shall submit a letter to the Planning Manager agreeing to suspend construction in the

vicinity of a cultural resource encountered during development of the site, and leave the resource in place until a qualified archaeologist can examine them and determine appropriate mitigation measures. All fees and expenses for the retaining of a qualified archaeologist shall be paid by the applicant and shall not be at City expense. The applicant shall agree to comply with mitigation measures recommended by the archaeologist and approved by the Planning Manager.

B. PROJECT SITE

- 1) The applicant shall comply with all regulations and code requirements of the Building and Fire Safety Division, Public Works Department, the Police Department and any other agencies requiring review of the project. If required, these agencies shall be supplied copies of the final building and site plans.
- 2) All landscape areas that adjoin parking spaces, driveways, vehicular circulation areas, or the public right-of-way shall be protected from encroachment by vehicles in a manner that also complies with state storm water regulations, which require storm water to be discharged to landscaped areas in order to reduce or eliminate the discharge of pollutants. The method of protection shall be determined by the Deputy Director of Public Works. The approved method may include six-inch high curb segments, wheel stops, decorative rock bands, or other methods determined to be acceptable by the Deputy Director of Public Works.
- 3) Environmental and engineering studies, as directed by the Planning Manager, must be complete and on file prior to commencement to plan checking. Developer shall install off-street improvements determined necessary by the City Engineer to provide safe traffic conditions.
- 4) Developer shall underground existing and required on and off-site utilities as specified in Chapter 15 of the Municipal Code, or as deemed necessary by the City Engineer.
- 5) All development projects shall comply with Title 12 (Streets and Sidewalks), and Title 13 (Water, Sewers, Grading, Erosion and Storm Water) of the El Cajon Municipal Code as determined by the City Engineer.

- 6) All retaining walls visible from public right-of-ways shall include decorative elements, subject to approval by the Planning Division.
- 7) The design of any masonry sound wall shall be approved by the Planning Division. Such walls shall match or be architecturally compatible with existing sound walls of neighboring projects along that street. All masonry walls shall have a trim cap.

C. ARCHITECTURE

- 1) All exterior materials and colors used in this project shall be in conformance with the materials and color samples approved as a part of this application.
- 2) All mechanical, and/or roof mounted equipment shall be architecturally screened from public view.
- 3) All trash/recycling enclosures shall be constructed of masonry material with view-obscuring doors. The enclosure shall include materials and colors consistent with the primary building and meet appropriate Storm Water Division requirement.
- 4) Required roofs shall match elements of the primary building and shall include a fascia trim.
- 5) All vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted or finished to match the color of the adjacent surface, unless otherwise directed by the Planning Commission.
- 6) Soffits and other architectural elements visible from view but not detailed on the plans shall be finished in a manner that is architecturally compatible with the exterior of the building.
- 7) Finish quality of approved exterior design elements shall be subject to approval of the Planning Division prior to issuance of Certificate of Occupancy.
- 8) Any decorative elements around the base of a building (stone veneer or tile, etc.) shall be finished with a decorative cap or trim piece.

D. LANDSCAPING

- 1) Specific landscaping for screening shall have an appearance of mature growth subject to a field check and approval by the Planning Division prior to the issuance of a Certificate of Occupancy.
- 2) All existing trees to remain shall be shown on the grading plan.
- 3) The area under the drip line of all existing trees that are to remain shall be protected during construction by a fence or other acceptable means. Grading shall be restricted under the trees to prevent soil compaction and to prevent root damage.
- 4) All sloped banks greater than three (3) feet in vertical height and 2:1 or greater slope shall be landscaped and irrigated for erosion control and to soften their appearance as follows: deep-rooting grasses, ground cover and shrubs. Shrubbery shall be a minimum one-gallon size and shall have a minimum separation of one (1) times the mature width and on slopes of 10 feet or more in vertical height shall include, a minimum of one (1) tree for every 600 square feet of the total slope area. Trees shall be a minimum five-gallon size and shall be spaced a minimum of 30 feet apart. Trees and shrubs shall be planted in staggered clusters to soften and vary the slope plane. Slope planting required by this condition shall include a permanent irrigation system to be installed by the developer prior to occupancy.
- 5) All landscaping shall be maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Whenever necessary, dead or dying plants shall be replaced with other plant materials to ensure continued compliance with applicable landscaping requirements. Required irrigation systems shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when missing to ensure continued regular watering of landscape areas, and health and vitality of landscape materials.

E. MISCELLANEOUS

- 1) Final occupancy shall not be granted until all construction and landscaping is complete in accordance with all approved plans. Under certain circumstances, a temporary occupancy may be granted prior to final inspection.

- 2) It is the responsibility of the applicant or developer to check with each agency for requirements that may pertain to their project.
- 3) All signs shall be submitted to the Planning Division for review and approval per section 17.190.060 of the El Cajon Municipal Code.
- 4) The site shall be maintained in a neat and clean manner free of trash and debris.
- 5) Certain outdoor equipment, such as satellite dishes and back-flow prevention devices shall be visually screened or painted to match surroundings upon installation subject to the approval of the Planning Division. Screening devices shall be shown on construction and/or landscape plans.
- 6) Water backflow protection for new residential and modified residential projects shall include a protection device at the fire service point of connection, or an internal passive purge system. Annual testing is required for protection devices. Contact Helix Water District at 619.466.0585 for additional information.
- 7) All exterior light fixtures shall be shown on a lighting plan and made part of construction drawings subject to staff review and approval. All lights attached to buildings shall provide a soft "wash" of light against the wall. All building, parking, and yard lights shall conform to the City General Development Standards at El Cajon Municipal Code section 17.130.150 and Performance Standards at El Cajon Municipal Code section 17.115.130 (G) and shall complement the site and building architecture.
- 8) The removal of trees shall not take place during the bird-nesting (breeding) season (February 1 through August 15), unless written authorization from a qualified biologist to proceed with tree removal is submitted to the Planning Division. If clearing is proposed to take place during the breeding season, a survey shall be conducted by the qualified biologist to determine if nests are present, or nest building or other breeding/nesting behavior is occurring. If nesting is not occurring (which includes nest building or other breeding/nesting behavior) within this area, clearing shall be allowed to proceed. If nesting is occurring (or breeding/nesting behavior is occurring), tree removal shall be

postponed until a qualified biologist determines that all nesting (or breeding/nesting behavior) has ceased or until after August 15.

- 9) The placement of bollards within parking areas and driveways shall only be permitted when no other alternative design (curbs or landscaping) is feasible and accepted by the Building Official.

11/15/16 (Item No. 100)

Mallonee Condo Conversion – TSM 665 – 411 Emerald (Shady Rest LLC) 110916

EXHIBIT A



Helix Water District

7811 University Avenue
La Mesa, CA 91942-0427
(619) 466-0585
FAX (619) 466-1823
www.hwd.com

Setting standards of excellence in public service

December 30, 2015

Eric Craig
Project Manager
City of El Cajon
200 Civic Center Way
El Cajon, CA 92020

Subject: PUD 344
APN: 487-542-02
411 Emerald Avenue.

Dear Mr. Craig;

Thank you for the opportunity to comment on the subject properties. Helix Water District serves parcel with APN: 487-542-02 with one ¾-inch water service with a ¾" water meter and an active account. Fire protection is provided by a fire hydrant located 54 feet north of the northwestern corner of the lot. Approximate static pressure in the area is 85 psi. See attached GIS plat. This project will be subject to the District's current policies and standards.

We request a review of any street improvement plans and signature of the District if such plans are required by the City of El Cajon. We will require the location of the existing water services, to be brought up to current District standard which is behind the existing/proposed sidewalk. Contractor will be required to relocate any facilities that fall within improvements (Driveways) at The Owner's cost per Water Agencies Standards.

Backflow devices may be required to be installed for the existing and proposed water services per current WAS. The new backflow devices shall be tested by a certified backflow tester with a copy of the passing test results forwarded by e-mail to Darrin Teisher, HWD Cross-Connection Control Coordinator (crossconnection@helixwater.org).

This project is subject to the District's established comprehensive water conservation and water efficiency program for new water developments or redevelopment with the District. All new commercial and domestic developments or redevelopments shall install only high efficiency appliances, use only high-efficiency watering technologies, and landscape using low-water-use plants. Please contact by e-mail Michelle Curtis, CLIA, HWD Water Conservation Specialist (conserve@helixwater.org).

The El Cajon Fire Dept. may require additional or upgraded fire protection facilities for this project. All costs for new fire protection facilities shall be paid by the Owner/Developer. Easements will be required if new or existing facilities cannot be installed within existing public right of way.

If you have any questions, please call me at (619) 667-6280.

Sincerely,

A handwritten signature in black ink, appearing to read "Darrel Williams". The signature is fluid and cursive, with the first name being more prominent.

Darrel Williams
Senior Engineering Technician

cc: Carlos Perdomo
Aneld Anub
Tim Ross
Darren Teisher

RESOLUTION NO. -16

A RESOLUTION APPROVING
TENTATIVE SUBDIVISION MAP NO. 665 FOR
A COMMON INTEREST SUBDIVISION ON THE
EAST SIDE OF EMERALD AVENUE BETWEEN
WEST LEXINGTON AND CHAMBERLAIN AVENUES,
APN: 487-542-02; GENERAL PLAN DESIGNATION:
MEDIUM DENSITY RESIDENTIAL (MR)

WHEREAS, the El Cajon Planning Commission held a duly advertised public hearing on October 18, 2016, to consider Tentative Subdivision Map No. 665 ("TSM 665"), as submitted by Linda Mallonee on behalf of Shady Rest, LLC, requesting a common interest subdivision in the RM-2200 (Residential, Multi-Family, 2200 sq. ft.) zone; and

WHEREAS, the City Council reviewed and considered the proposed exemption from the provisions of the California Environmental Quality Act ("CEQA") according to section 15301 of the CEQA Guidelines; and

WHEREAS, the Planning Commission adopted Resolution No. 10864, recommending that the City Council approves Planned Unit Development No. 344 ("PUD 344") for a common-interest residential project; and

WHEREAS, the City Council held a duly advertised public hearing on November 15, 2016, to consider TSM 665 and received evidence through public testimony and comment, in the form of verbal and written communications and reports.

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

A. The City Council finds that:

1. The recitals above are true and correct and have been incorporated herein by reference.
2. The proposed map is consistent with the General Plan and the General Plan goals related to housing that seek to provide a variety of residential development opportunities in the City to fulfill regional housing needs. There are no applicable specific plans.
3. There are no applicable specific plans.
4. The proposed subdivision map design results in a common-interest residential development, which is consistent with the goals and objectives of the General Plan. Furthermore, the site is generally level and physically suited for the type of development as well as the density of the development that is proposed for this property.

5. The proposed project site has no habitat value and is located in an urbanized area. Furthermore, the subject property is in a disturbed condition, surrounded by urban development, not environmentally sensitive, and there are no fish or wildlife populations that would be harmed by the residential development of the subject property. The residential development does not pose any potential environmental impacts.
 6. The design of the subdivision and type of improvements are required to incorporate storm water management improvements that will contribute to healthier streams, rivers, bays and the ocean. Furthermore, the design of the proposed subdivision will accommodate passive heating and cooling opportunities because the proposed homes are designed with windows that open and would allow occupants to take advantage of the prevailing winds. The units are separated to allow air flow through and around the units.
 7. The proposed map will not conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of property within the proposed map, and there are no existing easements that will be affected by the proposed construction because the map will establish new easements for public utilities, private road access, the private storm drain, and landscape maintenance.
- B. The City Council hereby approves Tentative Subdivision Map No. 665 for a common interest subdivision, including one common lot, in the RM-2200 zone on the above described property, subject to the following conditions:
1. The applicant shall comply with all requirements of the Public Works Department as indicated in Planning Commission Resolution No. 10863 approving Planned Unit Development No. 344.
 2. Prior to the issuance of building permits for Planned Unit Development No. 344, or as otherwise determined by the Deputy Director of Community Development, the final map for Tentative Subdivision Map No. 665 shall be recorded and the appropriate number of copies returned to the City.
 3. The final map shall be in substantial conformance with the approved site plan for Planned Unit Development No. 344 and Tentative Subdivision Map No. 665, except as modified by this resolution.
 4. Prior to acceptance of the final map by the City Council, a landscape and pavement maintenance easement shall be depicted on the map. The landscape and pavement maintenance easement shall be depicted over all of the landscaped areas and the common lot at the site.
 5. The final map shall be accepted by the City Council and prepared for recordation in accordance with El Cajon Municipal Code Chapter 16.20.

6. The recordation of the final map shall be in accordance with the time limits permitted in Government Code § 66452.6 et seq.

11/15/16 (Item No. 100)

Mallonee Condo Conversion – TSM 665 – 411 Emerald (Shady Rest LLC) 110916



MINUTES PLANNING COMMISSION MEETING October 18, 2016

The meeting of the El Cajon Planning Commission was called to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

COMMISSIONERS PRESENT: Anthony SOTTILE, Chairman
Darrin MROZ, Vice Chairman
Paul CIRCO
Veronica LONGORIA

COMMISSIONERS ABSENT: Jerry TURCHIN

STAFF PRESENT: Majed AL-GHAFFRY, Assistant City Manager
Anthony SHUTE, Deputy Director / Planning Commission Secretary
Melissa DEVINE, Senior Planner
Barbara LUCK, Assistant City Attorney
Ron Luis VALLES, Administrative Secretary

SOTTILE explained the mission of the Planning Commission. Under Public Comment, no one approached the podium.

CONSENT CALENDAR

Agenda Item:	1
	Planning Commission minutes of September 20, 2016

Motion was made by CIRCO, seconded by LONGORIA, to adopt the minutes of the Planning Commission meeting of September 20, 2016, which were modified, under Item No. 3, the South Anza Rezoning project, the sentence was changed to "LONGORIA stated that the city should look at spot zoning and making sure that the zoning map is current with the General Plan map."; carried 4-0 (Turchin-absent).

PUBLIC HEARING ITEMS

Agenda Item:	2
Project Name:	St. Ephrem Church
Request:	New social hall at an existing religious facility
CEQA Recommendation:	Exempt
STAFF RECOMMENDATION:	APPROVE
Project Number(s):	Amendment of Conditional Use Permit No. 1814
Location:	750 Medford Street

Applicant:	St. Ephrem Church (Reverend Toufic Nasr); 619.337.1350
Project Planner:	Lorena Cordova; lcordova@cityofelcajon.us ; 619.441.1539
City Council Hearing Required?	No
Recommended Actions:	<ol style="list-style-type: none"> 1. Conduct the public hearing; and 2. MOVE to adopt the next resolution in order approving proposed Amendment of Conditional Use Permit No. 1814, subject to conditions

SHUTE summarized the agenda report in a PowerPoint presentation.

SOTTILE opened the public hearing.

Deacon George GHOSN, representing Reverend Nasr, in response to the Chair, said that they accepted conditions of approval.

Mr. Roger REYNOLDS, architect for the project, spoke in favor of the project and noted some of the features.

Mr. J.F. SLIEMAN, engineer and church member, spoke in favor and emphasized that they are replacing an old, deteriorating facility, and also ensuring ADA compliance.

Ms. Cheryl DENTT, a neighbor, shared concerns over the height of the building, the footprint of the building expanding from 2,000 to 7,000 square feet, and geological concerns. Noise and parking concerns were addressed.

SLIEMAN returned to the podium. He responded that they will not be touching the slope. The proposed footprint will be at least six feet away from the retaining wall. He also noted that no parking spots will be eliminated.

In response to the Chair's question, SLIEMAN responded that 90% of the time parking is within the church property. He also noted that they have shared parking with the neighboring Our Lady of Grace Church.

Mr. Renee SHERRY-FARRELL, a neighbor, concurred with parking issues, especially during the annual festival. She was also concerned with high noise levels once construction begins.

MROZ asked the architect about parking. SLIEMAN noted that they will do a concerted effort to inform parishioners on parking. He did note that during their annual festival where parking spaces at both churches are filled, and they arrange with a shuttle with off-site location. They will work with neighbors about parking concerns.

Motion was made by SOTTILE, seconded by MROZ, to close the public hearing; carried 4-0 (Turchin – absent).

Motion was made by SOTTILE, seconded by MROZ, to adopt the next resolution in order approving proposed Amendment of Conditional Use Permit No. 1814, subject to conditions; carried 4-0 (Turchin – absent).

Agenda Item:	3
Project Name:	Oakdale Residences
Request:	Amend General Plan and Zoning Map, and approve the construction of an 15-unit common interest residential project
CEQA Recommendation:	Adopt Mitigated Negative Declaration
STAFF RECOMMENDATION:	RESCHEDULED TO THE FIRST AVAILABLE MEETING.
Project Number(s):	General Plan Amendment No. 2015-01, Zone Reclassification No. 2317, Planned Unit Development No. 343, and Tentative Subdivision Map No. 663
Location:	Northwest corner of Oakdale Lane and Oakdale Avenue
Applicant:	Ray Kafaji; rkafaji@aol.com ; 619.665.4464
Project Planner:	Lorena Cordova; lcordova@cityofelcajon.us ; 619.441.1539
City Council Hearing Required?	Yes Initially noticed for November 15, 2016. New date will be set.
Recommended Actions:	This project will be rescheduled to the first available meeting.

SOTTILE opened the public hearing.

Mr. Jim WIENRICH, a neighboring resident, shared concerns over the limited street parking in the area.

Motion was made by CIRCO, seconded by LONGORIA, to reschedule this item to the first available meeting; carried 4-0 (Turchin – absent).

SHUTE added that a new public hearing notice will be sent.

Agenda Item:	4
Project Name:	Mallonee Condo Conversion
Request:	Condominium conversion of nine existing apartment units
CEQA Recommendation:	Exempt
STAFF RECOMMENDATION:	RECOMMEND CITY COUNCIL APPROVAL
Project Number(s):	Planned Unit Development No. 344 and Tentative

	Subdivision Map No. 665
Location:	411 Emerald Avenue
Applicant:	Westone Management Consultants (Joseph Scarlatti); westone.ca@gmail.com ; 619.334.3670
Project Planner:	Lorena Cordova; lcordova@cityofelcajon.us 619.441.1539;
City Council Hearing Required?	Yes November 15, 2016
Recommended Actions:	<ol style="list-style-type: none"> 1. Conduct the public hearing; and 2. MOVE to adopt the next resolutions in order recommending City Council approval of proposed Planned Unit Development No. 344 and Tentative Subdivision Map No. 665, subject to conditions

SHUTE summarized the agenda report in a PowerPoint presentation.

SOTTILE opened the public hearing.

Mr. Joseph SCARLATTI, who is representing the applicant, asked that under Condition 3.m in the proposed resolution the second stairway exit be eliminated. SHUTE noted that clarity could be added to the condition but it could not be eliminated.

Mr. David MARRS, a neighboring resident, encouraged that a condition be added to encourage owner occupancy of the units.

Commissioners praised the proposed project.

Motion was made by SOTTILE, seconded by CIRCO, to close the public hearing; carried 4-0 (Turchin – absent).

Motion was made by CIRCO, seconded by MROZ, to adopt the next resolutions in order recommending City Council approval of proposed Planned Unit Development No. 344 and Tentative Subdivision Map No. 665, subject to conditions; carried 4-0 (Turchin – absent).

OTHER ITEMS FOR CONSIDERATION

The proposed 2017 Planning Commission meeting scheduled was approved.

Motion was made by MROZ, seconded by SOTTILE, to accept the proposed 2017 Planning Commission meeting calendar; carried 4-0 (Turchin – absent).

DEVINE provided an update on the Transit District Specific Plan and noted that the project will return to the Planning Commission and City Council towards the end of 2017. SHUTE emphasized that having the plan in place will allow the city to be more competitive for capital improvement grants.

ADJOURNMENT

Motion was made by CIRCO, seconded by SOTTILE, to adjourn the meeting of the El Cajon Planning Commission at 8:29 p.m. this 18th day of October until November 1, 2016; carried 4-0 (Turchin – absent).

Anthony SOTTILE, Chairman

ATTEST:

Anthony SHUTE, AICP, Secretary

El Cajon Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames

[Title 17 ZONING](#)

[Chapter 17.60 PLANNED UNIT DEVELOPMENT \(PUD\) PERMIT](#)

17.60.290 Conversion of existing development—Procedures.

Except as specifically noted in this chapter, the conversion of any existing development, that is a development which has received final occupancy clearance, to a condominium, a stock cooperative, a community apartment project or similar common interest subdivision shall comply with all requirements contained in this chapter. (Ord. 4950 § 3, 2010)

View the [mobile version](#).

El Cajon Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames

Title 17 ZONING

Chapter 17.60 PLANNED UNIT DEVELOPMENT (PUD) PERMIT

17.60.300 Conversion of existing development—Subdivision map.

A. A tentative parcel map or tentative subdivision map as appropriate shall be filed concurrently with the proposed site plan for the proposed conversion project and shall comply with the State Subdivision Map Act and the city’s subdivision title.

B. A final parcel or subdivision map shall be recorded in conformance with the approved tentative parcel or subdivision map prior to the issuance of any building permits. (Ord. 4950 § 3, 2010)

View the [mobile version](#).

El Cajon Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames
Title 17 ZONING Chapter 17.60 PLANNED UNIT DEVELOPMENT (PUD) PERMIT							

17.60.310 Conversion of existing development—Standards.

The standards of development for the conversion of any existing development to a common interest subdivision shall be those required in the underlying zoning district, with the following exceptions:

A. **Parking.** The number of off-street parking spaces shall comply with the requirements of the underlying zoning district, except that for residential development, a minimum of one and one-half (1.5) off-street parking spaces per dwelling unit shall be provided. These spaces may be covered or uncovered.

Notwithstanding the requirements set forth in this subsection, but only until February 25, 2015, the number of off-street parking spaces for residential development shall not be greater than the number of parking spaces existing for the subject property at the time of approval of the tentative parcel or subdivision map required for conversion. On and after February 26, 2015, this paragraph of this subsection shall be of no force and effect.

B. **Common Recreational Areas.** All residential developments shall include at least one form of common recreational or open space areas such as a swimming pool, tennis court or similar recreational activity or it may be for a more passive use such as a picnic or barbecue area. The passive use area should be of sufficient size and appropriate location so that it could be converted to an active recreation area at some later time. Private yard space with minimum dimensions of 10 feet by 10 feet (100 square feet) may also be considered in satisfying part of this requirement.

C. **Building Construction Requirements.** All separation walls, floors and ceilings shall comply with the applicable provisions of the California Building Code and California Fire Code.

D. **Utility Systems.** Prior to the sale of any residential unit, a separate utility system shall be provided for each unit for electricity, gas and venting services. At a minimum there shall be one water meter provided for all residential units, although there may be installed one or more separate water meters for the exterior uses. A separate sewer lateral or water meter for each residential unit is not required.

E. **Landscaping.** Prior to the sale of any unit, all existing or proposed landscaped areas shall be provided with a combination of ground cover, shrubs and trees and a permanent, underground irrigation system in accordance with an approved landscape plan.

F. **Trash Collection.** Prior to the sale of any unit, the type of trash collection service (individual or common trash area) shall be determined and any necessary trash enclosures constructed. (Ord. 4950 § 3, 2010)

View the [mobile version](#).

El Cajon Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames
Title 17 ZONING							
Chapter 17.60 PLANNED UNIT DEVELOPMENT (PUD) PERMIT							

17.60.320 Conversion of existing development—Covenants, conditions and restrictions and homeowner’s association.

A. Prior to the sale of any unit, the applicant shall submit proposed covenants, conditions and restrictions (CC&Rs) for any land or improvements intended for common ownership and/or common maintenance including streets, driveways, parking areas, landscaping, fences, walls, buildings, utilities, recreational facilities or open space. The covenants, conditions and restrictions shall include the creation of a homeowner’s association, which is intended to manage and maintain all common facilities.

B. The covenants, conditions and restrictions shall be reviewed and approved by the city attorney and the director. A recorded copy of the approved covenants, conditions and restrictions shall be submitted to the city prior to the sale of any unit. (Ord. 4950 § 3, 2010)

View the [mobile version](#).

El Cajon Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames
Title 17 ZONING Chapter 17.60 PLANNED UNIT DEVELOPMENT (PUD) PERMIT							

17.60.340 Conversion of existing development—Physical elements reports.

A. At the time of the submittal of an application to convert any existing development to a common interest subdivision, the applicant shall submit a physical elements report on the status of the health and safety aspects of the project including: building foundations and walls, roofs, electrical systems, plumbing systems, mechanical systems, recreational facilities, parking and other paved areas and drainage facilities. These reports shall be prepared by California-licensed structural or civil engineers or contractors and they shall include a detailed evaluation of the existing physical elements, a recommendation on their status (including any necessary repairs or replacement, either immediate or in the future) and a signed certification of the findings.

B. The planning commission and city council shall use this information to determine the need to repair or replace any existing physical elements as a condition of approving the proposed conversion. (Ord. 4950 § 3, 2010)

View the [mobile version](#).

El Cajon Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames

Title 17 ZONING

Chapter 17.60 PLANNED UNIT DEVELOPMENT (PUD) PERMIT

17.60.350 Conversion of existing development—Tenant notification and right to purchase.

- A. The conversion of an existing residential development to a common interest subdivision shall include all tenant notifications required by Section 66427.1 of the Subdivision Map Act.
- B. In addition, each of the tenants in an existing residential development shall be given notice of an exclusive right to contract for the purchase of his or her respective unit upon the same terms and conditions that such unit will be initially offered to the general public or on terms more favorable to the tenant. This right shall run for a period of not less than 90 days from the date of issuance of the subdivision public report pursuant to Section 11018.2 of the Business and Professions Code, unless the tenant gives prior written notice of his or her intention to not exercise the right. (Ord. 4950 § 3, 2010)

View the [mobile version](#).

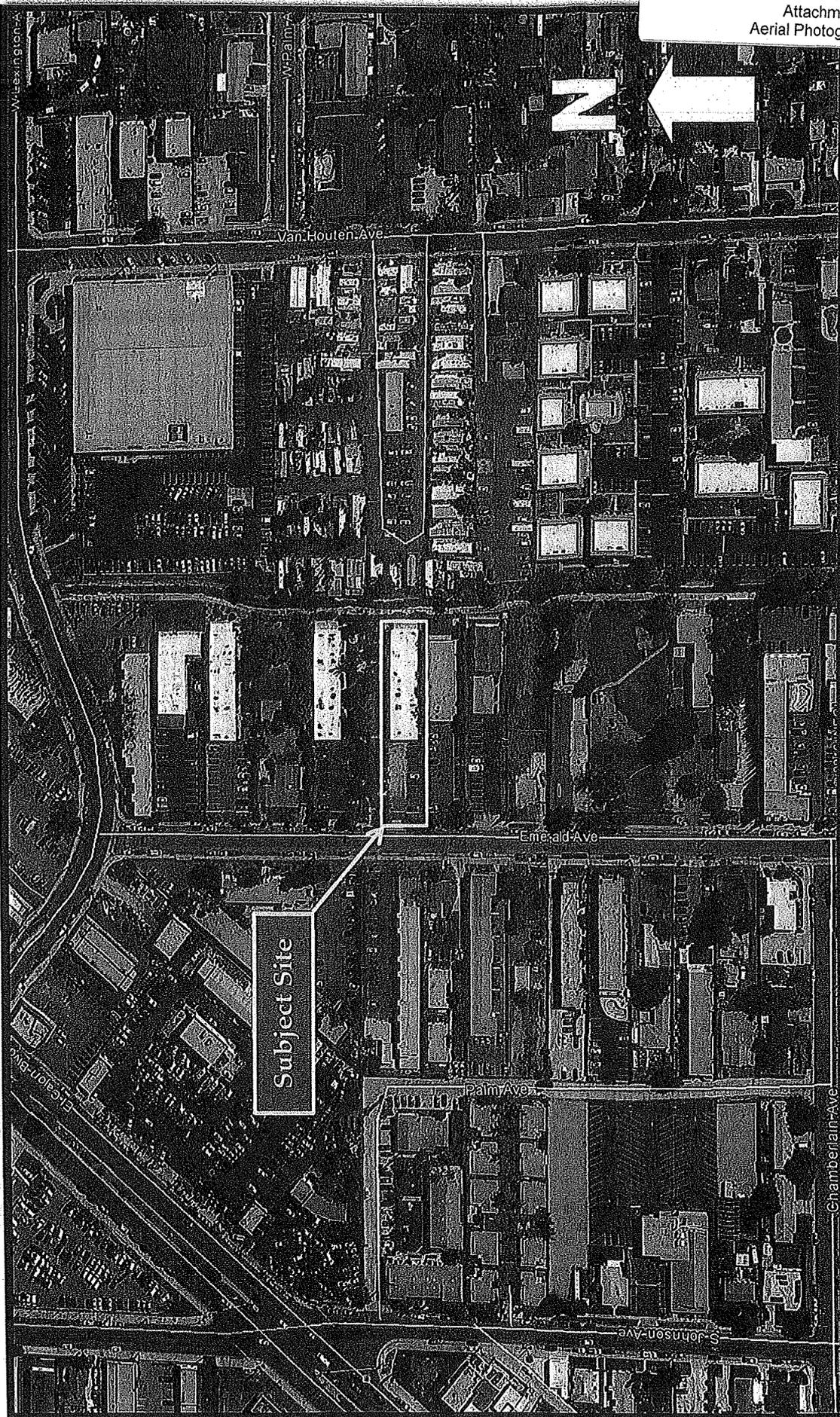
El Cajon Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames
Title 17 ZONING							
Chapter 17.60 PLANNED UNIT DEVELOPMENT (PUD) PERMIT							

17.60.360 Conversion of existing development—Tenant relocation assistance.

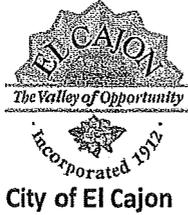
- A. Each eligible tenant of a unit in an existing residential development being converted to a common interest subdivision shall be paid by the applicant the equivalent of one month’s rent as relocation assistance.
- B. For the purpose of this section the term, “eligible tenant,” shall be defined as a tenant in good standing of the existing residential development at the time that the owner of the development gives notice to terminate the tenancy in accordance with applicable law.
- C. The payment of relocation assistance by the applicant shall occur on or before: (1) the date of termination of tenancy provided in the notice described in subsection B, or (2) the date that the eligible tenant vacates the unit, whichever shall first occur, but in either event without regard to the date that the conversion occurs.
- D. No conversion shall be completed until the applicant has provided proof to the city of payment of all relocation assistance as required in subsection A, above. In the event that the payment of relocation assistance to an eligible resident is prevented by the voluntary termination of tenancy prior to the required payment date described above in subsection C, and also in the event that the applicant cannot locate the eligible tenant after a reasonable investigation, the applicant shall deposit any unpaid relocation assistance funds with the city. An administrative fee that is equal to ten percent of the total deposited funds shall accompany the deposited funds. The city shall hold the deposited funds (less the administrative fee) for the benefit of those eligible tenants who did not receive payment of relocation assistance. Upon proof of eligibility and entitlement, the city shall pay the relocation assistance to eligible tenants, without interest, at any time for a period of 36 months following deposit of the funds. At the end of the 36 month period, any funds on deposit shall be forfeited and released to the city, free and clear of any trust for the benefit of, or obligation to, eligible tenants. These forfeited funds shall be used by the city for the purpose of providing safe and affordable housing to persons of low- and moderate-income. Following the release of such funds to the city, any eligible tenant who claims any right to the forfeited and released relocation assistance shall be required to file a claim under the California Government Code as an unsecured creditor.
- E. The applicant shall give each eligible tenant notice of his or her right to relocation assistance at the same time that the notice required by Section 17.60.350 is given to tenants of the existing residential development. Such notice shall include a copy of this section, in effect at the time notice is given, and shall provide the name and a telephone number of the applicant’s representative, which will allow for messages outside of normal business hours, for the tenants to obtain further information relative to the relocation assistance available to them, and the timing of the payment of relocation assistance for their project. (Ord. 4950 § 3, 2010)

View the [mobile version](#).

Aerial Image
411 Emerald Avenue



Subject Site



Project Assistance Center
Planning Group
PLANNING PERMIT APPLICATION

Type of Planning Permit(s) Requested

- AZP CUP LLA PRD PUD SDP
 SP SCR TPM TSM VAR ZR

Other: _____

Applicant Information (the individual or entity proposing to carry out the project; not for consultants)

Company Name: Shady Rest, LLC
Contact Name: Linda Mallonee
Address: 41105 Mesa Verde Cir., Temecula CA 92592
Phone: 951-265-4157 Email: temeculalinda@aol.com
Interest in Property: Own Lease Option

Project Representative Information (if different than applicant; consultant information here)

Company Name: Joseph Scarlatti - Westone Management Consultants
Contact Name: Joseph Scarlatti License: _____
Address: 152 W. Park Ave., Suite 252 El Cajon CA. 92020
Phone: 619-408-0208 Email: westone.ca@gmail.com

Property Owner Information (if different than applicant)

Company Name: _____
Contact Name: _____
Address: _____
Phone: _____ Email: _____

Project Location

Parcel Number (APN): 487-542-02-00

Address: 411 Emerald Ave., El Cajon Ca 92020

Nearest Intersection: Emerald Ave. between Lexington and W. Washington

Project Description (or attach separate narrative)

The property is a 9 unit apartment property. the application is to convert the existing 9 unit apartment property into 9 condominium dwelling units.

The property was totally remodeled as of September 2015

Hazardous Waste and Substances Statement

Section 65962.5(f) of the State of California Government Code requires that before the City of El Cajon accepts as complete an application for any discretionary project, the applicant submit a signed statement indicating whether or not the project site is identified on the State of California Hazardous Waste and Substances Sites List. This list identifies known sites that have been subject to releases of hazardous chemicals, and is available at <http://www.calepa.ca.gov/sitecleanup/corteselist/>. Check the appropriate box and if applicable, provide the necessary information:

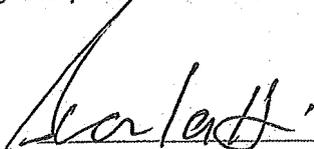
The development project and any alternatives proposed in this application:

is/are NOT contained on the lists compiled pursuant to Government Code Section 65962.5.

is/are contained on the lists compiled pursuant to Government Code Section 65962.5.

If yes, provide Regulatory Identification Number: _____ Date of List: _____

Authorization

Applicant Signature¹:  Date: Dec 7 ~~November~~ 2015

Property Owner Signature²: See Attached letter of authorization Date: October 9th, 2014

1. Applicant's Signature: I certify that I have read this application and state that the above information is correct, and that I am the property owner, authorized agent of the property owner, or other person having a legal right, interest, or entitlement to the use of the property that is the subject of this application. I understand that the applicant is responsible for knowing and complying with the governing policies and regulations applicable to the proposed development or permit. The City is not liable for any damages or loss resulting from the actual or alleged failure to inform the applicant of any applicable laws or regulations, including before or during final inspections. City approval of a permit application, including all related plans and documents, is not a grant of approval to violate any applicable policy or regulation, nor does it constitute a waiver by the City to pursue any remedy, which may be available to enforce and correct violations of the applicable policies and regulations. I authorize representatives of the City to enter the subject property for inspection purposes.
2. Property Owner's Signature: If not the same as the applicant, property owner must also sign. A signed, expressed letter of consent to this application may be provided separately instead of signing this application form. By signing, property owner acknowledges and consents to all authorizations, requirements, conditions and notices described in this application. Notice of Restriction: property owner further acknowledges and consents to a Notice of Restriction being recorded on the title to their property related to approval of the requested permit. A Notice of Restriction runs with the land and binds any successors in interest.



Disclosure Statement

This statement is intended to identify and avoid potential conflicts of interest that may exist between the project proponents and the decision makers; including City staff, Planning Commissioners, and City Council members.

The following information must be disclosed:

- 1. List the names and addresses of all persons having a financial interest in the application.

Linda Mallonee 41105 Mesa Verde Cir.
Temecula, Ca 92592

List the names and address of all persons having any ownership interest in the property involved.

- 2. If any person identified pursuant to (1) above is a corporation or partnership, list the names and addresses of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

- 3. If any person identified pursuant to (1) above is a trust, list the name and address of any person serving as trustee or beneficiary or trustor of the trust.

4. Have you or your agents transacted more than \$500.00 worth of business with any member of City staff, Boards, Commissions, Committees and Council within the past 12 months or \$1,000.00 with the spouse of any such person? Yes _____ No X

If yes, please indicate person(s), dates, and amounts of such transactions or gifts.

"Person" is defined as "Any individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee, and any other organization or group of persons acting in concert." Gov't Code §82047.



Signature of applicant / Date

Joseph Scarlatti
Westone Management Consultants

Print or type name of applicant

NOTE: Attach appropriate names on additional pages as necessary.

Project Description

Property address

411 Emerald Avenue
El Cajon California 92020

Legal Description

The land referred to herein is situated in the City of El Cajon, in the County of San Diego, State of California, and is described as: lot 19 of El Cajon, County of San Diego, State of California according to map thereof No. 1621, filed in the office of the County Recorder of San Diego County, January 12th, 1914 APN No. 487-542-02

The Property Characteristics

Number of dwelling Units 9	Year Built 1974
Number of bedrooms 18	Lot Size 6,996 Sq. Ft.
Number of bathrooms 9	Use Code Apartment house (5 + units)
Number of off street parking spaces 14	

Building Description

The property consists of one two story building with 8 single level units (2 bedroom 1 bath) approximately 750 Sq. Ft. and one 2 story unit (2 bedrooms 1 bathroom) approximately 1,000 Sq. Ft.

There are 9 enclosed and secured walk in storage units attached to the rear of the building. There is a laundry room that contains the hot water tank and new/additional laundry equipment. (see attached architectural drawings) (see additional photos in Appendix "A" in the building conditions report)

The property was re-landscaped in 2014 (see landscape analysis) and the building was rehabbed August-October 2015 (see photos and description of material of rehabbed works) (see additional photos in Appendix "A" in the building conditions report)

Parking and open space Description

There are 14 off street parking spaces and the property is a fenced and gated community. (see additional photos in Appendix "A" in the building conditions report)

Current property status

The property has been re-rented and will operate as a rental property until the the condo conversion has been approved and until the market has sufficiently recovered to accommodate the sale of the dwelling units

Mallonee Condominium Conversion at 411 Emerald

List of Proposed Improvements

New Interior Improvements

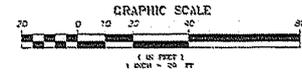
- Floors
- Paint
- Cabinetry
- Granite counter tops
- Bathtubs and toilets
- Plumbing
- Electrical fixtures
- Appliances
- Doors and hardware
- Base and casings
- Insulation and drywall
- Electrical heaters
- Window coverings

New Exterior Improvements

- Patch and repair stucco
- Paint scheme
- Decorative California Redwood throughout the building façades
- Doors and trim with new paint
- Roof flashing
- Gutters
- Wall sconces (lights)
- Windows
- Stair and walk stainless steel with cable railing
- Stucco to existing storages and replacement of the doors
- Front door hardware
- Additional laundry equipment
- Proper ventilation to laundry area
- Barbecue areas for common area

TENTATIVE SUBDIVISION MAP

411 EMERALD AVE



CONSTRUCTION NOTES:

- EXISTING SITE, NO PROPOSED GRADING.
- NO ADDITIONAL BUILDINGS (RESIDUAL OR OTHERWISE) SHALL BE CONSTRUCTED ON THE PROPERTY, NOR SHALL ANY PORTION OF THE EXISTING BUILDINGS BE CONSTRUCTED.

LEGAL DESCRIPTION:

LOT 15 OF EL CAJON ACRES, AS THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NUMBER 10, 1821, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JANUARY 12, 1914.

LEGEND:

- INDICATES FOUND MOVEMENTS AS NOTED
- INDICATES GAS METER
- INDICATES WATER METER
- INDICATES FIRE HYDRANT
- INDICATES GATE VALVE
- INDICATES SIGN
- INDICATES HANDICAP RAMP OR PARKING SPACE
- INDICATES LIGHT POLE UNLESS NOTED
- INDICATES POWER POLE
- INDICATES GUY/WINDSHIELD POLE
- INDICATES BACK FLOW PREVENTION VALVE
- S.C.G. INDICATES SEWER CLEAN OUT
- D. INDICATES DRAIN INLET
- FF. INDICATES FINISH FLOOR
- SHL INDICATES SEWER MANHOLE
- L.S. INDICATES EXISTING LANDSCAPING
- T INDICATES TRASH ENCLOSURE
- INDICATES CHAIN LINK FENCE
- INDICATES WOOD FENCE
- INDICATES WROUGHT IRON FENCE
- INDICATES BLOCK WALL
- INDICATES DIRECTION OF DRAINAGE
- INDICATES SEWER LATERAL
- INDICATES WATER SERVICE
- INDICATES STRIPED PARKING SPACE

EXISTING & PROPOSED EASEMENTS:

- RIGHT OF WAY FOR PIPE LINES AND ACCESSORIES OF SAN DIEGO ELUMINE COMPANY, ITS SUCCESSORS AND/OR AFFILIATES, THE EXACT LOCATION AND EXTENT OF SAID easements IS NOT SHOWN ON THIS MAP AND THEREFORE CANNOT BE PLOTTED HEREON.
- COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AUGUST 13, 1941, IN BOOK 1284, PAGE 116 OF OFFICIAL RECORDS, PERTAIN TO THIS LOT.
- ANY AND ALL EASEMENTS AND RIGHT OF WAY OF LA BREA LUMINA GROVE AND SPRING VALLEY IRRIGATION DISTRICT, EXTENDING ACROSS PORTION OF THIS LAND, RECEIVED IN DEED TO LAND WITH THE SAME AND FIRST CONVEYANCE, RECORDED IN BOOK 1544, PAGE 103 OF OFFICIAL RECORDS, DOES NOT AFFECT SUBJECT PARCEL, HEREON PLOTTED.
- EASEMENT GRANTED TO THE CITY OF EL CAJON FOR A SANITARY DITCH AND RIGHTS HEREON SHOWN, AS GRANTED IN A DECLARATION RECORDED OCTOBER 15, 1944, AS INSTRUMENT NO. 110383 IN BOOK 1245, PAGE 274 OF OFFICIAL RECORDS - SHOW HEREON.
- EASEMENT GRANTED TO THE CITY OF EL CAJON FOR A DRAINAGE DITCH AND RIGHTS HEREON SHOWN, AS GRANTED IN A DECLARATION RECORDED OCTOBER 15, 1944, AS INSTRUMENT NO. 110383 IN BOOK 1245, PAGE 274 OF OFFICIAL RECORDS - SHOW HEREON.

PROFESSIONAL LAND SURVEYOR:

SAN DIEGO LAND SURVEYING & ENGINEERING, INC.
5685 CHESTERFIELD DRIVE, SUITE 445
SAN DIEGO, CALIFORNIA 92123 (619) 546-8467
PROJECT NO. 487-542-02 Emerald-111.dwg

DATE: 05-16-16
REGISTERED EXPIRES DECEMBER 31, 2016

SITE ADDRESS:

411 EMERALD AVENUE
EL CAJON, CA 92021

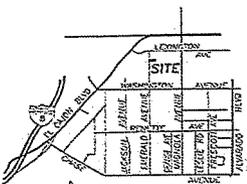
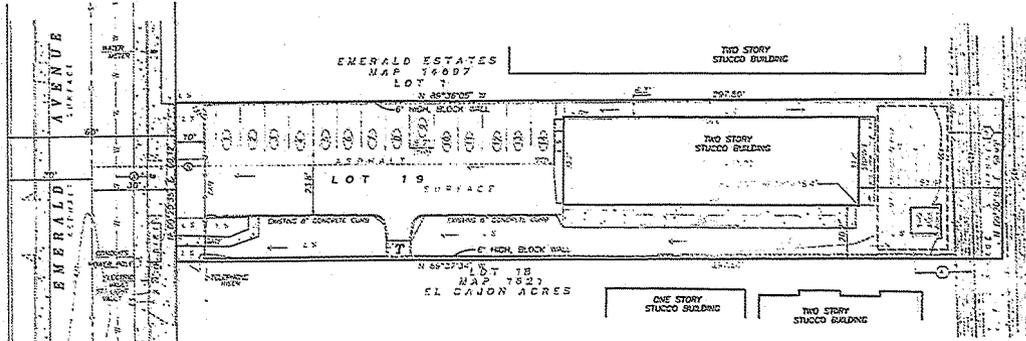
BENCH MARK:

CITY OF EL CAJON BENCH MARK NUMBER 489
TOP OF CURB INLET ON EAST SIDE OF EMERALD AVENUE
APPROX. 100 FEET SOUTH OF CENTERLINE OF
LEAVANOR AVENUE
ELEVATION = 420.498, NAD 83, U.S.

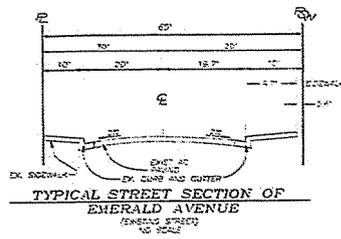
SITE DATA:

ASSESSOR'S PARCEL NUMBER: 487-542-02
TOTAL ACREAGE: GROSS 0.36 (NET 0.33)
TOTAL BLDG. AREA: 2,639 SQ. FT.
TOTAL PAVED PARKING AREA: 5,573 SQ. FT.
TOTAL LANDSCAPED AREA: 5,644
LOT COVERAGE: 55%
COMMON RECREATION AREA: 1,350 SQ. FT.
EXISTING ZONING: RM-3200
WATER SUPPLY: MCLR WASH DISTRICT
SEWER DISPOSAL: CITY OF EL CAJON
EXISTING UNITS: 0
DENSITY: 1 UNIT PER 1,953 SQ. FT.
PARKING REQUIRED: 14
PARKING PROVIDED: 14
OWNER / DEVELOPER:
LINDA F. MALGOUCE
4115 JESSA AVENUE, ENGLE
TREMUDA, CALIFORNIA 92592

LINDA F. MALGOUCE, OWNER



VICINITY MAP
AS SHOWN

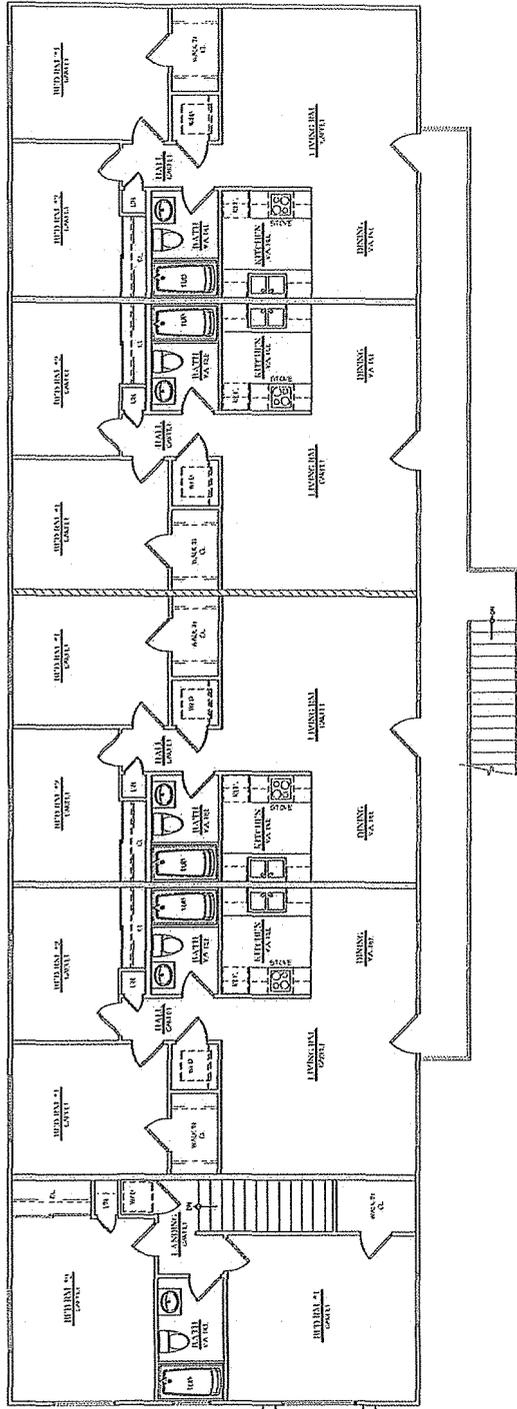


TYPICAL STREET SECTION OF
EMERALD AVENUE
AS SHOWN

SAN DIEGO LAND SURVEYING AND ENGINEERING, INC.
9845 CHESTERFIELD DRIVE, SUITE 445, S.D. CA. 92123
(619) 546-8467

SHEET 1	CITY OF EL CAJON	1	SHEET
TENTATIVE SUBDIVISION MAP NO.			
APPLICANT: WESTONE MANAGEMENT CONSULTANTS			
ASSESSOR PARCEL NO.: 487-542-02			
REQUEST: FILING A 1 LOT SUBDIVISION MAP FOR THE APPROVAL OF 9 CONDOMINIUM UNITS.			
PER RESOLUTION NO.	FILED 344-11	RECEIVED	
CC RESOLUTION NO.	RECEIVED	RECEIVED	
ORDINANCE NO.	RECEIVED	RECEIVED	

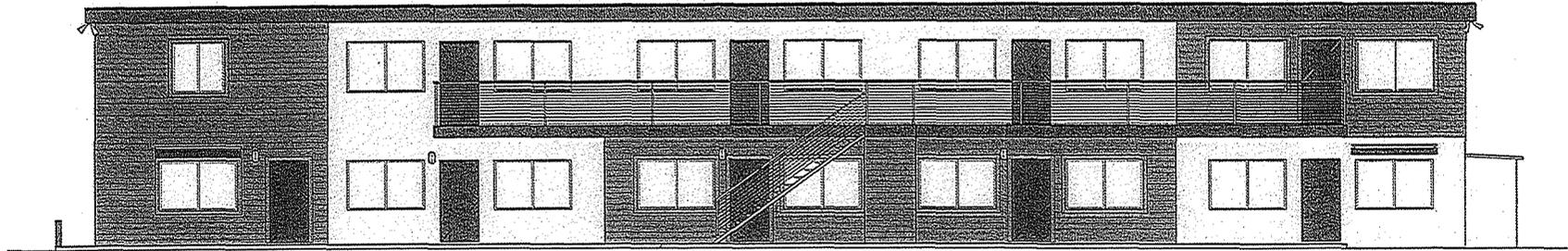
Mallonee Condo Conversion
Attachment 10
Reduced Plans



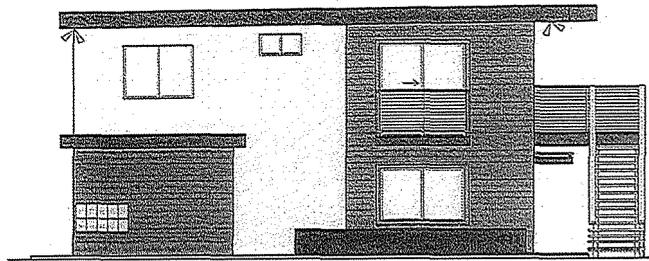
PROPOSED SECOND FLOOR PLAN

COMPLIANCE KEY NOTES

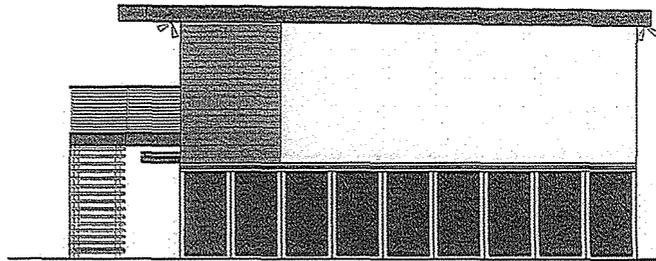
1. QUOTE ALL CODES TO THE PLAN.
2. SHOW ALL WORK TO BE DONE.
3. SHOW ALL WORK TO BE DONE.
4. SHOW ALL WORK TO BE DONE.
5. SHOW ALL WORK TO BE DONE.
6. SHOW ALL WORK TO BE DONE.
7. SHOW ALL WORK TO BE DONE.
8. SHOW ALL WORK TO BE DONE.
9. SHOW ALL WORK TO BE DONE.
10. SHOW ALL WORK TO BE DONE.
11. SHOW ALL WORK TO BE DONE.
12. SHOW ALL WORK TO BE DONE.
13. SHOW ALL WORK TO BE DONE.
14. SHOW ALL WORK TO BE DONE.
15. SHOW ALL WORK TO BE DONE.
16. SHOW ALL WORK TO BE DONE.
17. SHOW ALL WORK TO BE DONE.
18. SHOW ALL WORK TO BE DONE.
19. SHOW ALL WORK TO BE DONE.
20. SHOW ALL WORK TO BE DONE.
21. SHOW ALL WORK TO BE DONE.
22. SHOW ALL WORK TO BE DONE.
23. SHOW ALL WORK TO BE DONE.
24. SHOW ALL WORK TO BE DONE.
25. SHOW ALL WORK TO BE DONE.
26. SHOW ALL WORK TO BE DONE.
27. SHOW ALL WORK TO BE DONE.
28. SHOW ALL WORK TO BE DONE.
29. SHOW ALL WORK TO BE DONE.
30. SHOW ALL WORK TO BE DONE.
31. SHOW ALL WORK TO BE DONE.
32. SHOW ALL WORK TO BE DONE.
33. SHOW ALL WORK TO BE DONE.
34. SHOW ALL WORK TO BE DONE.
35. SHOW ALL WORK TO BE DONE.
36. SHOW ALL WORK TO BE DONE.
37. SHOW ALL WORK TO BE DONE.
38. SHOW ALL WORK TO BE DONE.
39. SHOW ALL WORK TO BE DONE.
40. SHOW ALL WORK TO BE DONE.
41. SHOW ALL WORK TO BE DONE.
42. SHOW ALL WORK TO BE DONE.
43. SHOW ALL WORK TO BE DONE.
44. SHOW ALL WORK TO BE DONE.
45. SHOW ALL WORK TO BE DONE.
46. SHOW ALL WORK TO BE DONE.
47. SHOW ALL WORK TO BE DONE.
48. SHOW ALL WORK TO BE DONE.
49. SHOW ALL WORK TO BE DONE.
50. SHOW ALL WORK TO BE DONE.
51. SHOW ALL WORK TO BE DONE.
52. SHOW ALL WORK TO BE DONE.
53. SHOW ALL WORK TO BE DONE.
54. SHOW ALL WORK TO BE DONE.
55. SHOW ALL WORK TO BE DONE.
56. SHOW ALL WORK TO BE DONE.
57. SHOW ALL WORK TO BE DONE.
58. SHOW ALL WORK TO BE DONE.
59. SHOW ALL WORK TO BE DONE.
60. SHOW ALL WORK TO BE DONE.
61. SHOW ALL WORK TO BE DONE.
62. SHOW ALL WORK TO BE DONE.
63. SHOW ALL WORK TO BE DONE.
64. SHOW ALL WORK TO BE DONE.
65. SHOW ALL WORK TO BE DONE.
66. SHOW ALL WORK TO BE DONE.
67. SHOW ALL WORK TO BE DONE.
68. SHOW ALL WORK TO BE DONE.
69. SHOW ALL WORK TO BE DONE.
70. SHOW ALL WORK TO BE DONE.
71. SHOW ALL WORK TO BE DONE.
72. SHOW ALL WORK TO BE DONE.
73. SHOW ALL WORK TO BE DONE.
74. SHOW ALL WORK TO BE DONE.
75. SHOW ALL WORK TO BE DONE.
76. SHOW ALL WORK TO BE DONE.
77. SHOW ALL WORK TO BE DONE.
78. SHOW ALL WORK TO BE DONE.
79. SHOW ALL WORK TO BE DONE.
80. SHOW ALL WORK TO BE DONE.
81. SHOW ALL WORK TO BE DONE.
82. SHOW ALL WORK TO BE DONE.
83. SHOW ALL WORK TO BE DONE.
84. SHOW ALL WORK TO BE DONE.
85. SHOW ALL WORK TO BE DONE.
86. SHOW ALL WORK TO BE DONE.
87. SHOW ALL WORK TO BE DONE.
88. SHOW ALL WORK TO BE DONE.
89. SHOW ALL WORK TO BE DONE.
90. SHOW ALL WORK TO BE DONE.
91. SHOW ALL WORK TO BE DONE.
92. SHOW ALL WORK TO BE DONE.
93. SHOW ALL WORK TO BE DONE.
94. SHOW ALL WORK TO BE DONE.
95. SHOW ALL WORK TO BE DONE.
96. SHOW ALL WORK TO BE DONE.
97. SHOW ALL WORK TO BE DONE.
98. SHOW ALL WORK TO BE DONE.
99. SHOW ALL WORK TO BE DONE.
100. SHOW ALL WORK TO BE DONE.



PROPOSED SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

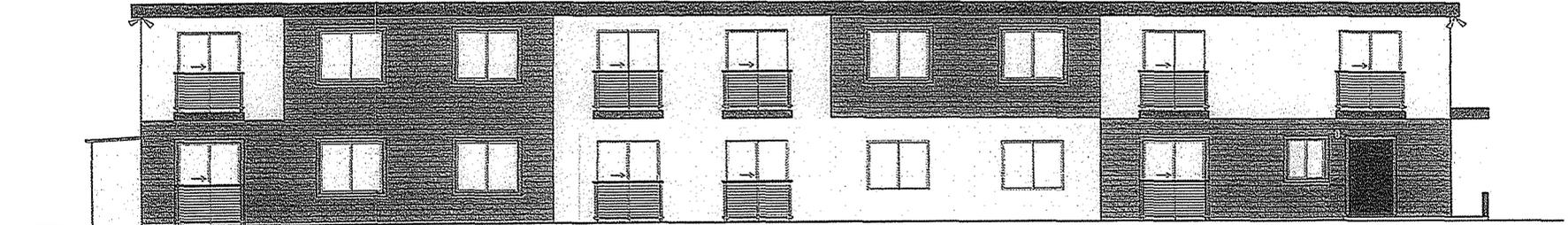


PROPOSED WEST ELEVATION
SCALE: 1/4" = 1'-0"



PROPOSED EAST ELEVATION
SCALE: 1/4" = 1'-0"

- Materials**
-  Stucco - Ivory by Expo Stucco
 -  Wood - California Redwood stain by TWP
 -  Fascia - Slate Grey by Metal Sales
 -  Rail Posts - Stainless Steel w/ cable rail
 -  Windows - White Frames
 -  Doors - painted 'Morning Glory' by Sherwin-Williams
 -  Wall Sconce - Black Wall Lantern by Hampton Bay

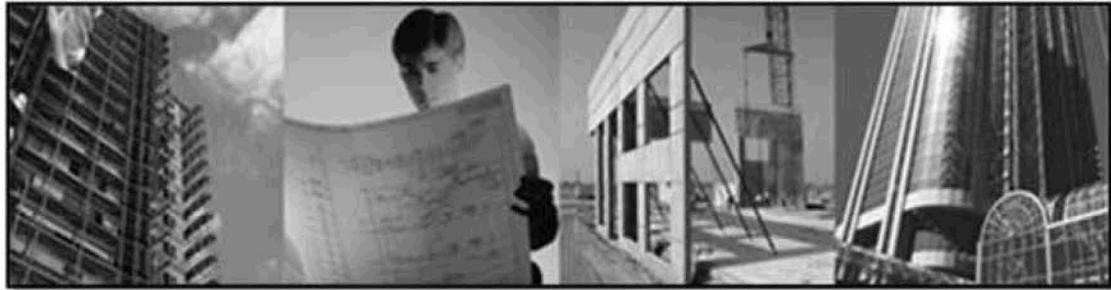


PROPOSED NORTH ELEVATION
SCALE: 1/4" = 1'-0"



EMERALD AVE. CONDO CONVERSION
411 Emerald Ave.
El Cajon, CA 92020

HUBBELL & HUBBELL
1970 Sixth Avenue
San Diego, CA 92101
(619) 591-2166 • (619) 591-5011
Date: 02-25-16 Drawn: EHL Ink: JH2



PHYSICAL ELEMENTS REPORT

MULTIFAMILY APARTMENT COMPLEX
411 Emerald Avenue
El Cajon, California 92020

November 2, 2015
Partner Project No.: 15-137461.1



Prepared for

MALLONEE LINDA F. LIVING TRUST
152 W. Park Avenue, Suite 252
Temecula, California 92592

November 2, 2015

Mallonee Linda F. Living Trust
c/o Mr. Joseph Scarlatti
Westone Management
152 W. Park Avenue, Suite 252
Temecula, California 92592

Subject: Physical Elements Report
Multifamily Apartment Complex
411 Emerald Avenue
El Cajon, California 92020
Partner Project No.: 15-137461.1

Dear Mr. Scarlatti:

Partner Engineering and Science, Inc. (Partner) is pleased to provide the results of the *Physical Elements Report* (BCR) report of the multifamily apartment complex property at the above mentioned addresses (the "subject property"). This assessment was performed with the intent to satisfy the requirement for a Physical Elements Report by the City of San Diego Development Services Department in the application of conversion of the property to condominiums.

The purpose of this Physical Elements Report is to describe the primary systems and components of the subject property, to identify conspicuous defects or material deferred maintenance, and to present an opinion of costs to remedy to observed conditions. In addition, this report identifies systems or components that are anticipated to reach the end of their expected useful life during the specified evaluation term and includes an opinion of cost for future capital replacements, if applicable. Per City of San Diego, the purpose and intent of this Report is to provide prospective buyers with an analysis of how the building does or does not comply with current codes, includes a list of proposed improvements if applicable, and list of integral building components with a useful life of 5 years or less, if applicable. Findings are presented in the attached Physical Elements Report.

We appreciate the opportunity to provide these assessment services. If you have any questions concerning this report, or if we can assist you in any other matter, please contact Mark Lambson at (619) 925-9672 or email mlambson@partneresi.com.

Sincerely,



Mark Lambson
Principal



Joe Derhake, PE
President

EXECUTIVE SUMMARY

Property Description

Site Name	Multifamily Apartment Complex		
Address	411 Emerald Avenue, El Cajon, California 92020		
Project Type	Multifamily housing	Number of Buildings	One building, two stories
Rentable Living Area	7,029 square feet in 9 total apartments	Parcel Number and Site Area	APN 487-542-0200 16,683 square feet
Year Built	Not noted on plans; however, plans were based on 1970 Uniform Building Code, Building Division microfilmed plans in 1982	Assessment Dates	October 21, 2015
Weather Condition	75°F, Sunny, clear	Assessment Times	10:00 am
Number Units Accessed	All nine units	Construction Types	Wood frame, Type VN

The subject property consists of a single two-story building with nine apartment units on one generally rectangular parcel of land. The building was constructed under the auspices of the 1970 Uniform Building Code. All nine are two bedroom units, one of which is townhouse style (Unit 1). The site is accessed by a gated driveway from Emerald Avenue on the west. A pedestrian access is also provided with a concrete walk connecting to the right of way. The pedestrian access and vehicular access are both gated.

The perimeter of the site is enclosed by CMU walls on the north, south and west sides of the property. The north and east sides of the building are enclosed by chain-link fencing. Other multifamily developments lie to the north and south while a concrete drainage channel lies directly to the east.

Parking is provided onsite and includes 13 numbered parking stalls and a manager designated stall. No accessible parking is provided. The parking area and drive lane are asphalt pavement while Portland cement concrete curbs are utilized along the perimeters.

The building is two-story wood frame platform construction with painted stucco exterior supported by a concrete slab-on-grade with perimeter shallow foundation system. Floor 2 floor framing is 2x12 dimensional lumber while the plans identified the low slope roof framing to be 2x10 conventional wood frame. Floor 2 floor framing supports 5/8 inch plywood with lightweight “Elastizell” concrete topping while the panelized roof system includes 1/2 inch plywood decking. Windows are dual pane vinyl retrofit type while exterior doors are raised panel steel doors in wood frames. The roof consists of a built-up system with a granulated cap sheet.

Each apartment is a 2 bedroom unit. The bedrooms and living rooms are provided with electric resistance wall heaters rated at 240 volt/2,000 watt. Cooling is provided by a through-wall air conditioner provided in a metal sleeve with condenser on the building exterior. The townhouse unit includes a similar through-wall air conditioner in the bedrooms.

Utilities include a single gas meter, single domestic water meter, sanitary sewer, and individual apartments have electric meters rated at 70 or 90 amps. A house meter is provided and rated at 70 amps. Branch wiring is copper and a main building disconnect switch is also provided. Domestic hot water is provided by a common gas-fired commercial water heater rated at 100 gallons, which serves the apartment units and common clothes washer.

Apartment unit appliances include a stainless steel refrigerator with top freezer, over the range self-venting microwave, and a free-standing range with electric smooth cooktop. Countertops are granite with stained wood cabinetry in the kitchens and bathrooms. Bathrooms include porcelain coated steel tubs with ceramic tile wall surrounds and tank-type toilets. Apartment units have tile flooring throughout, with exception of the townhouse unit, which has carpeted stairs and floor 2 hallway. Walls and ceilings consist of painted gypsum board.

Fire and life safety includes exterior wall-mounted fire extinguishers along the south side at unit entrances and hard-wired smoke detectors in the hallways and bedrooms.

Site amenities include a portable barbeque located on a concrete pad on the east side of the building. Apartments are each provided with an exterior storage closet located on the east end of the building. A common laundry room is accessed from the west end of the building and includes coin-operated equipment.

The Subject Property was originally located in the R-3 zone at the time of construction according to the plans. Current zoning, as identified on the City of El Cajon Zoning Map, is RM-2200, defined as residential multifamily, 2,200 square feet.

The subject site appeared to be developed in accordance with the designated zoning and was approved for construction in the early 1970s.

Document review:

Original construction drawings, Paul Dege, Building Designer, not dated; and
City of El Cajon Zoning Map, dated September 16, 2015

OVERALL SITE CONDITION

Partner Engineering and Science, Inc. (Partner) evaluates the subject property to be in **good overall** condition for its age and usage and it is comparable to other properties in the area. The building exterior, site, and interiors were upgraded recently. Unit interiors were completely renovated with new flooring, kitchen and bathroom cabinetry, countertops, bathtubs and surrounds, and kitchen appliances. Many of the air conditioning units are newer as are the wall heaters. Apartment electrical breaker panels were new and the smoke detectors recently installed. The common water heater was manufactured in 2008 and appeared in good condition. The roofing appeared in generally good condition and is estimated at approximately 5 years of age.

IMMEDIATE REPAIR TABLE AND REPLACEMENT NEEDS OVER THE TERM

Immediate Repair Needs Items

Deferred maintenance items and physical deficiencies that are considered significant are summarized below:

Immediate Repair and Deferred Expenditures	Term	Total Immediate
Section 5.6: Provide carbon monoxide detectors at both floors of the townhouse as it adjoins the common laundry containing a gas water heater.	Immediate	\$100
Section 4.3: Conduct wood destroying organism survey and replace damaged wood at electric meter enclosure	90 days	\$900
Section 4.3.2: Replace damaged roof on closet section at east end of building	Immediate	\$650
Section 4.4.2: Ensure egress requirements are met as single hung window net clear openings are less than 5.7 square feet.	Immediate	8 bedroom windows at @\$400 each equates to \$3,200
Section 5.2: Install domestic water backflow device.	Immediate	\$250
Section 5.4: Federal Pacific breakers identified. Retain a licensed electrician to perform an electrical subpanel inspection, perform a load test of two of the units, and conduct an overload test at one breaker.	Immediate	\$450
Section 5.6: Provide current tags on fire extinguishers, which expired October 2014.	Immediate	\$100

Replacement Needs Items

For purposes of this Report, the reserve term, is considered to be a period of five years. Partner did not identify items of significance with respect to components which have an estimated useful life of less than five years at the subject property, with exception of a portion of the unit air conditioners.

Replacement Needs Summary	EUL	Total Reserves
Section 5.1: Apartment unit through-wall air conditioners (3 total units @ \$450 each). Older units noted at apartments #2, #4, and #6	12-15 years	\$1,350
Section 3.4: Seal coat asphalt pavement and striping and markings (4400 SF @ \$0.20 per SF)	5 years	\$880

Additional remedial work is limited in extent and may be characterized as that typically associated with general maintenance and repair when undertaken on a routine periodic basis, including pest control, landscaping maintenance, and removing trash from the walks, drives and parking areas, as well as general housekeeping of the interiors. Limited replacements of lighting components, ventilation fan motors, and touch-up painting is anticipated to be part of routine maintenance.

Partner can make no comment on the marketability of the subject property. Any qualifications and limitations in place for the Physical Elements Report as provided by Partner is applicable to the summary comments mentioned above.

Table of Contents

EXECUTIVE SUMMARY	I
PROPERTY DESCRIPTION	I
OVERALL SITE CONDITION	II
IMMEDIATE REPAIR TABLE AND REPLACEMENT NEEDS OVER THE TERM.....	iii
1.0 INTRODUCTION OF SCOPE.....	1
1.1 PURPOSE AND SCOPE.....	1
1.2 CLIENT RELIANCE.....	1
1.3 ASSET.....	1
1.4 QUALIFIERS.....	2
1.5 STATEMENT OF LIMITATIONS	2
1.5.1 Limiting Conditions	3
1.5.2 ADA Exclusion.....	3
1.6 DEVIATION TO ASTM E2018-08 GUIDELINES.....	4
2.0 DOCUMENT REVIEW AND DATA COLLECTION	5
2.1 PERSONNEL INTERVIEWED/CONTACT.....	5
2.2 LIMITED NATURAL HAZARDS.....	5
2.3 VENDORS/SERVICE PROVIDERS	6
2.4 UTILITIES SERVICE PROVIDERS	6
3.0 SITE/TRACT IMPROVEMENTS.....	7
3.1 TOPOGRAPHY AND STORM DRAINAGE	7
3.2 LANDSCAPING AND IRRIGATION	7
3.3 MUNICIPAL AND COMMON AREA WALKWAYS, STEPS AND RAMPS	7
3.3.1 Municipal	7
3.3.2 Common Area Walkways	7
3.4 PARKING, PAVING AND CURBING	8
3.5 BARRIER WALLS, GATES, FENCES, AND RETAINING WALLS	8
3.6 EXTERIOR LIGHTS	9
3.7 SITE AND BUILDING SIGNAGE	9
3.8 REFUSE TRANSFER AREA(S).....	9
3.9 OTHER SITE IMPROVEMENTS	9
4.0 BUILDING ENVELOPE	11
4.1 FOUNDATIONS.....	11
4.2 SUPERSTRUCTURE.....	11
4.3 ROOF STRUCTURES AND SURFACING.....	12
4.3.1 Structural.....	12
4.3.2 Surfacing and Drainage.....	12
4.3.3 Roof Mounted Items or Structures	13
4.4 EXTERIOR WALLS, WINDOWS, AND DOORS	13
4.4.1 Exterior Walls	13
4.4.2 Windows	13
4.4.3 Doors.....	14
4.5 EXTERIOR STAIRS, BALCONIES AND ELEVATED WALKWAYS.....	14
4.5.1 Stairs and Landings.....	14

5.0	BUILDING MECHANICAL AND ELECTRICAL SYSTEMS.....	15
5.1	BUILDING HEATING, VENTILATION, AND AIR-CONDITIONING.....	15
5.2	BUILDING PLUMBING, DOMESTIC HOT WATER AND SEWER SYSTEMS	15
5.3	BUILDING GAS DISTRIBUTION	16
5.4	BUILDING POWER AND SIGNAL	16
5.5	BUILDING ELEVATORS AND CONVEYING SYSTEMS	17
5.6	FIRE PROTECTION	17
6.0	BUILDING INTERIOR ELEMENTS AND FINISHES.....	19
6.1	COMMON AREAS	19
6.2	TENANT AMENITIES AND FINISHES.....	19
6.2.1	Room Mix	19
6.2.2	Viewed Spaces	19
6.2.3	Appliances and Other Amenities.....	19
6.2.4	Floor Coverings.....	20
6.2.5	Ceilings/Walls.....	20
7.0	ADA COMPLIANCE	21
8.0	SIGNATURES OF PARTICIPATING PROFESSIONALS	22

APPENDICES

IMMEDIATE AND RESERVE TABLES

SITE PLAN

APPENDIX A: PHOTOGRAPHS

APPENDIX B: SUPPORTING DOCUMENTS

APPENDIX C: QUALIFICATIONS

1.0 INTRODUCTION OF SCOPE

1.1 PURPOSE AND SCOPE

The purpose of this Physical Elements Report is to assist the Client, in evaluation of the physical aspects of the subject property, and in meeting one of the requirements of the local agency with jurisdiction (City of San Diego) for purposes of condominium conversion. For this assessment, Partner has followed the guidelines set forth by ASTM E2018 for Property Condition Assessment and the City of San Diego Condominium Conversion guidelines outlined in the San Diego Municipal Code, Chapter 14, Article 4, Division 5, Condominium Conversion Regulations as well as Information Bulletin 539 Regulations Governing Residential Condominium Conversions.

This Report is intended to be utilized by the agency with jurisdiction for evaluating the general overall physical condition of the property for the purposes of meeting the agency requirement to conduct a building condition evaluation for condominium conversion. It is not intended to be used by an owner or borrower, or any other party for the purpose of evaluating specific building components and systems, nor is it intended to be used as an instrument in the purchase negotiations related to the acquisition of real property. The scope and purpose of such a report differs significantly, and may be considerably more detailed and tailored to the specific requirements of a client or possibly a lender. This report was not prepared to the level of detail typically ascribed to engineering reports in the marketplace for real estate acquisitions.

1.2 CLIENT RELIANCE

This assessment was undertaken at the request of the property owner, utilizing methods and procedures consistent with good commercial or customary practices designed to conform to acceptable industry standards. The independent conclusions represent Partner's best professional judgment based upon existing conditions and the information and data available to us during the course of this assignment. Factual information regarding operations and conditions provided by the owner has been assumed to be correct and complete.

1.3 ASSET

Site Name	Multifamily Apartment Complex
Address	411 Emerald Avenue, El Cajon, California 92020
Project Type	Multifamily apartment building
Assessment Date	October 21, 2015
Assessment Time	10:00 am
Weather Condition	75°F Sunny
Surveyed By	Tim Zuzack, EIT

1.4 QUALIFIERS

The following definitions and terminology are used in this report regarding the physical condition of the project, and the estimated life expectancies/age of the components and systems.

<i>Designation</i>	<i>Description</i>
Excellent	New or like new condition.
Good	Well maintained, may exceed expected useful life. No immediate or potential concerns.
Average	Satisfactory, some signs of wear and possible minor immediate repairs not considered capital expense. Component/s condition consistent with their expected useful life.
Fair	Marginally satisfactory. Some immediate repairs required. Components/Systems at or near the end of their useful life.
Poor	Immediate concerns, major replacements, and/or significant attention required.

Unless stated otherwise in this report, the systems reviewed are considered to be in good condition and their performance appeared to be satisfactory at the time of the site visit.

1.5 STATEMENT OF LIMITATIONS

The Physical Elements Report and assessment performed by Partner is based upon, but not limited to, the guidelines set forth by ASTM for Property Condition Assessment. This Physical Elements Report is similar in nature and also includes requirements set by the City of San Diego for Condominium Conversion. Partner's review of the subject property consisted of a visual assessment of the site, the structures and the accessible interior spaces. Any technical analyses made are based on the appearance of the improvements at the time of this assessment. No destructive or invasive testing of equipment was included in the scope of this review.

The recommendations and conclusions presented as a result of this assessment apply strictly to the time the assessment was performed. Any available documentation that has been provided is analyzed using current accepted assessment techniques. Partner believes that the inferences made are reasonably representative of the property. No warranty is expressed or implied, except that the services rendered have been performed in accordance with generally accepted Assessment practices applicable at the time and location of the study.

Partner's assessments and opinions expressed within this report are not representations regarding either the design integrity or the structural soundness of the project.

Local, state and federal regulations, and codes can change significantly over time from when the subject property was developed and the subject buildings were constructed. The

subject property and subject buildings may not meet all current regulations, and code requirements put forth on a local, state, or federal level.

1.5.1 Limiting Conditions

Information for the subject property is obtained from but is not limited to the following sources: a site assessment, local government agency records review, interviews with the site contact and client, tenant or property owner, and client-provided documents. The site assessment of the subject property, building, and building systems is limited to visual observations. No equipment testing or sampling is performed.

This Report is based on the judgment of the physical condition of the components, their ages and their expected useful life (EUL). The conclusions presented are based upon the evaluator's professional judgment. The actual performance of individual components may vary from a reasonably expected standard and will be affected by conditions where the component is installed and/or circumstances that occur after the date of the evaluation.

The Report does not identify minor, inexpensive repairs or maintenance items, which are clearly part of the property owner's current operating budget. The report does identify infrequently occurring maintenance items of significant cost, such as exterior painting, roofing, deferred maintenance and repairs and replacements that normally involve major expense or outside contracting.

Please be advised that roof observations and related comments are not to be interpreted as a full and comprehensive roof survey and should not be interpreted to mean the roofs are free of leaks. Should a comprehensive report on the condition of the system be required, the services of a qualified roofing consultant should be considered.

1.5.2 ADA Exclusion

Because of the complexities of the ADA, it is understood that Partner, and their affiliates, will not be held liable for any complaints or actions brought against the subject property, nor can it be held responsible for determining whether deficiency corrections are "readily achievable" within the owner's means to support the associated expenses or not. An extensive, Tier III – Full Accessibility Survey, which would identify other items at the facility that are not in compliance with ADA regulations, was not conducted. Additionally, Partner did not review nor assess local code requirements, which in some instances, may conflict with or supersede ADA requirements as part of the scope of work.

It is recognized that the nature of many accessibility improvements may require services that are beyond the scope of the ASTM guidelines and this Physical Elements Report, such as the preparation of design studies, exploratory discovery, detailed measurements, and space planning or alteration studies to determine the feasibility, efficacy, and appropriate cost to implement such improvements. Partner recommends that any specific questions about compliance with ADA be directed to an attorney in conjunction with design or construction professionals. Partner's assessment with respect to ADA compliance is cursory and limited to observed conditions.

1.6 DEVIATION TO ASTM E2018-08 GUIDELINES

Deviations from ASTM E2018-08 guidelines are required to be discussed in a Property Condition Assessment (PCA) Report. The following is a list of the deviations from, and additions to ASTM E2018-08, which is a basis for this report.

- The replacement threshold value established by Partner is \$1,000. This is less than the threshold value listed in the ASTM E2018-08 Property Condition Assessment guidelines of \$3,000. The lower threshold value provided in this report allows for a more comprehensive analysis of the property. Costs that are lower than Partner's threshold value are not included in the report and are typically associated with items of routine maintenance, except for significant deferred maintenance items. Items that are considered a threat or danger to health and safety are included in the immediate repair cost estimate table regardless of the cost threshold.
- This Physical Elements Report includes flood zone, wind, and seismic zone information.
- Short term items requiring repair or replacement are incorporated in the Immediate Repairs and Deferred Maintenance Cost Estimate - Table 1, if applicable.
- Site and building components are identified and work items included in a Replacement Reserves Summary Table if they are anticipated to require replacement within 5 years, if applicable.

2.0 DOCUMENT REVIEW AND DATA COLLECTION

2.1 PERSONNEL INTERVIEWED/CONTACT

In the process of conducting the on-site observation and follow-up telephone calls, the following personnel from the subject facility were interviewed. Information obtained from these entities is incorporated into the appropriate sections of this report.

Site References			
Affiliation	Individual	Contact Number/Email	Dates of Interview
Property Manager	Ms. Cecilia Taylor	619-339-4910	October 21, 2015

2.2 LIMITED NATURAL HAZARDS

Limited Natural Hazards			
Seismic Zone	Zone: 4 - an area with high probability of damaging ground motion	The information derived in this section is based on the Uniform Building Codes 1997 Volume 2 Table 16.2. Properties located in Uniform Building Code (UBC) seismic zones 3 and 4 are evaluated for seismic risk by observing whether the structures on the property exhibit certain property risk factors. The subject does not include tuck under parking, hillside construction, or discontinuous sections considered to be a specific seismic risk.	
Flood Zone	Zones X shaded and AE	FEMA Map ID: 06073C1662G	Effective Date: May 16, 2012
	A review of the Flood Insurance Rate Map, published by the Federal Emergency Management Agency was performed. (www.fema.gov)		
	The subject property is located in a special flood hazard area subject to inundation by the 1% annual chance flood in which base flood elevations have been determined.		
Wind Zone	Zone: 1	Hurricane Susceptible Area: <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No	
	A review of the Wind Map within the United States, published by the Federal Emergency Management Agency was performed. (www.fema.gov)		

Partner has made no detailed investigation into the presence of the Natural Hazards listed above. Natural hazards may vary by location.

2.3 VENDORS/SERVICE PROVIDERS

Trade	Company	Telephone No.
HVAC	As needed	Not Applicable
Roofing	As needed	Not applicable
Plumbing	As needed	Not Applicable
Landscaping	Not Provided	Unknown
Electrician	As needed	Not applicable

Contracted services are reportedly on an as-needed basis should a trade be required. Landscape maintenance is reportedly provided by the owner.

2.4 UTILITIES SERVICE PROVIDERS

Utility	Provider
Water	Helix Water District
Sanitary Sewer	City of El Cajon
Storm Water	City of El Cajon
Electric	San Diego Gas & Electric (SDGE)
Gas	SDGE

3.0 SITE/TRACT IMPROVEMENTS

3.1 TOPOGRAPHY AND STORM DRAINAGE

The topography of the general area can be characterized as having a gentle slope from the east down to the west. The subject building and site pitches down to the west and to the east sides of the property.

Survey Condition and Analysis

The site's pitch/slope does not appear to pose any adverse conditions. The same applies to the topography of the general adjacent lands, which also do not appear to pose any significant problems. Good drainage characteristics are provided and significant erosion was not observed.

3.2 LANDSCAPING AND IRRIGATION

Several trees and a variety of shrubs are located along the street frontage. Trees, shrubs, and small plants are located on the north side of the building and south side of the site. A climbing vine is located on the CMU barrier walls. Lawn turf is provided on the east side of the building. Landscape areas are irrigated by a below-grade system with a nine station irrigation timer located at the common laundry room and powered by the house meter.

Survey Condition and Analysis

Landscaping is in good overall condition. Lawn turf appeared well irrigated and in good condition. Routine maintenance is anticipated.

3.3 MUNICIPAL AND COMMON AREA WALKWAYS, STEPS AND RAMPS

3.3.1 Municipal

Municipal sidewalks are provided along Emerald Avenue and are constructed of cast-in-place, natural grey concrete with a light broom finish.

Survey Condition and Analysis

The municipal sidewalks appeared to be in average overall condition and portions have been replaced over the years. Sidewalks should remain serviceable through the evaluation term.

3.3.2 Common Area Walkways

A concrete pedestrian walkway connects from the municipal sidewalk to the site. An access gate is provided with knob hardware and deadbolt. A concrete walkway

is located on the south side of the building connecting to the asphalt-paved parking area.

Survey Condition and Analysis

The cast-in-place concrete walkways were observed to be in good overall condition with minor typical hairline cracking noted. Partner did not observe trip hazard conditions and no vertically displaced sections. The concrete generally appeared newer. Routine maintenance is anticipated during the evaluation term.

3.4 PARKING, PAVING AND CURBING

The property provides parking area accessed from Emerald Avenue. The access is via an automated rolling gate with remote control. There are 13 numbered stalls and a designated manager space for a total of 14 onsite parking spaces.

Survey Condition and Analysis

The drive lane and parking area were in good condition. The striping will need to be replaced during the term and seal-coating is recommended. An opinion of cost is included in the Reserve Summary Table.

Routine maintenance is anticipated for the newly installed rolling automatic gate system.

As no leasing office is provided, no common area is provided and provision of accessible parking is not considered to be a requirement.

3.5 BARRIER WALLS, GATES, FENCES, AND RETAINING WALLS

Site fencing consists of metal rail fencing on the west side with CMU walls on the north and south sides. Site fencing on the north and east sides of the building is chain-link.

Retaining walls are not present.

Survey Condition and Analysis

Fencing was observed to be in good overall condition, and the CMU walls appeared in good condition. The metal gates and fencing on the west side are limited and appeared in good condition. Repainting, should it be needed within the term, can be conducted as part of maintenance. Routine maintenance is anticipated during the five-year evaluation term.

3.6 EXTERIOR LIGHTS

Site lighting consists of incandescent or halogen flood fixtures surface-mounted to the building. Recessed incandescent lighting is located at the covered walkways to the units. Surface-mounted incandescent fixtures are located at each unit entrance door.

Survey Condition and Analysis

The fixtures appear to be in good to average condition. A lens was broken at the floor 2 covered walkway recessed light which appeared to have a bird nesting within. Removal and replacement of the lens is recommended as part of routine maintenance. An upgrade to more energy efficient lighting is recommended as part of general energy cost savings. Routine maintenance is anticipated.

3.7 SITE AND BUILDING SIGNAGE

Property identification signage not observed. Each apartment home is provided with a single digit number affixed on the exterior doors. The address is located on the west end of the building and consists of painted raised numbers mounted to the stucco exterior wall.

Survey Condition and Analysis

No issues were noted. Individual home identification and building address were observed to be in good overall condition and considered to be serviceable through the evaluation term.

3.8 REFUSE TRANSFER AREA(S)

The subject property contains an area at the parking lot which consists of side CMU walls and asphalt pavement. A dumpster is provided at the uncovered enclosure.

Survey Condition and Analysis

No reported or observed deficiencies were noted. The dumpster is the property of the collection contractor. Routine maintenance is anticipated during the term.

Of note, the City of El Cajon has required dumpster enclosures to be provided with roof coverings. No covering or enclosure doors are currently provided.

3.9 OTHER SITE IMPROVEMENTS

The property includes a concrete slab at the southeast side of the site where a portable barbeque is provided with propane tank.

Survey Condition and Analysis

No reported or observed deficiencies were noted. Replacement of the barbeque grill can be performed as part of general maintenance. Routine maintenance is anticipated through the term.

4.0 BUILDING ENVELOPE

4.1 FOUNDATIONS

Partner was provided with limited original construction drawings consisting of eight sheets. Some of the drawings were not legible; however, the construction notes indicated conformance with the 1970 Uniform Building Code. The foundation plan showed that the building is founded on a four inch thick concrete slab-on-grade with 6x6 wire mesh with perimeter footings and interior grade beams beneath load bearing walls. The building slab is designed with a 2 inch sand layer and vapor barrier. All footings were noted to be at least 18 inches into native soil. A soil bearing value was noted at 1,000 pounds per square foot, although a soil report was not referenced.

Survey Condition and Analysis

Foundations were generally below grade and considered a hidden condition. The stucco terminates at grade and exposed edges of the slab were not generally observed. Finish tile flooring was present at all interior locations and no slab surface areas were observed. However, no significant cracking to indicate foundation problems were observed and the building exterior finish did not show issues to indicate that any foundation problems are present.

The foundation system is performing as intended and anticipated to do so beyond the evaluation term and for the life of the structure.

4.2 SUPERSTRUCTURE

The wood frame building is rectangular in shape with two floors. The upper floor units are accessed by exterior stairs connecting to a cantilevered elevated walkway. The floor 2 walkway is wood frame extending from the structure. A roof overhang protects the elevated walkway.

The walls are generally 2x4 construction with 2x6 or staggered 2x4-framed walls between units with two layers of 5/8 inch gypsum board each side (2 hour fire resistive construction).

Floor 2 framing consists of 2x12 dimensional lumber with 5/8 inch plywood decking with concrete topping. Roof framing is 2x10 with 1/2 inch plywood roof decking.

Survey Condition and Analysis

The building design was based on applicable codes at the time of construction and included standard nailing schedules and anchoring of plates. The structural elements, which could not be directly observed, appeared in good condition. No capital expenditures are anticipated, and no significant stress was observed at the interior or exterior finishes on the building to indicate structural problems.

The sound transmission rating could not be determined; however, the common wall construction detail on the drawings showed staggered 2x4 construction with two layers of 5/8 gypsum board each side. Insulation was not noted on the drawings.

Of note, the electric meter enclosure is stucco with painted wood doors. At the interior of the enclosure, obvious damage most likely from termite activity was observed. The damaged wood should be replaced and a wood destroying organism survey of the building conducted to assess for other hidden damage. An opinion of cost is included in the Immediate Repair Table. Partner is not a licensed pest control company and only assessed for obvious damage.

4.3 Roof Structures and Surfacing

4.3.1 Structural

The low slope roof framing consists of ½ inch thick plywood sheathing over dimensional framing as described above. The ceiling of the floor 2 units and the roof are connected by the same component with no attic space.

Survey Condition and Analysis

There were no significant observed or reported deficiencies noted.

No evidence of problematic fire retardant treated plywood was known. Fire Retardant Treated Plywood (FRTP) is a plywood product that has been treated with a fire retardant material. In some cases, the material has caused the plies of roof sheathing to delaminate, which has resulted in detachment of roof coverings.

4.3.2 Surfacing and Drainage

The building's BUR system is finished with granulated cap sheet material which has been heat applied.

Prefabricated metal gutters and downspouts are provided. Storm water is discharged at grade or sheet flows from the roof to grade at landscaped areas.

Survey Condition and Analysis

The roof material appeared to be approximately five years of age. Recent addition of granules along the north side was evident. The storage closets on the east end of the building have similar granulated cap sheet material installed. The cap sheet material is loose and appeared to be sliding off its intended location. Partner recommends the displaced roofing is removed and new section installed. An opinion of cost is included in the Immediate Repair Table.

Partner anticipates that no roof replacement will be required within five years. The roof will remain serviceable through the term with routine maintenance such as re-caulking penetration flashing.

4.3.3 Roof Mounted Items or Structures

Roof-mounted equipment was not observed.

Survey Condition and Analysis

The rooftop deck appeared in good condition, and routine maintenance is anticipated during the evaluation term. Rooftop penetrations did not appear to be causing detrimental conditions. Sealant replacements should be performed as part of annual roof inspection and maintenance on an as-needed basis.

4.4 EXTERIOR WALLS, WINDOWS, AND DOORS

4.4.1 Exterior Walls

Exterior surfaces of the building are finished with integral three part cement-based stucco with a smooth painted finish. Painted stucco is also provided on the covered walkway soffits.

Survey Condition and Analysis

The exterior stucco was observed to be in good overall condition. The building exterior was reported to have been repainted recently as part of renovations.

Routine maintenance is anticipated during the next five years.

4.4.2 Windows

Windows consist of vinyl-framed windows with dual-glazed glass. Most are sliding windows while some are single-hung type. Partner noted bedroom egress windows typically at 36 inches above finished floors with openings 41.5 inches wide by 18 inches high at single-hung windows and 24 inches wide by 41 inches high at sliding windows.

Survey Condition and Analysis

The windows were in good overall condition and some generally meet egress requirements, including sill height and opening sizes. Partner measured bedroom windows at unit #8 with the above dimensions. The net clear opening for egress is minimum 5.7 square feet. At 41.5 inches by 18 inches, the net clear opening is 5.18 square feet at single-hung bedroom windows. To meet egress requirements, single-hung windows at bedrooms should be replaced with compliant net clear openings, per current building codes.

The windows are considered to have an effective useful life beyond the evaluation term. As such, replacements are not anticipated during the next five years. Routine maintenance is anticipated.

4.4.3 Doors

Doors are hollow core metal raised panel doors set in wood frames at apartment entrances. Interior doors are painted hollow core wood in wood frames.

Hardware at main entrance doors is a knobbed-keyed lock with separate deadbolt.

Survey Condition and Analysis

Entry doors are in good overall condition and appeared newer. The doors should not require replacement during the term. Routine maintenance is anticipated.

4.5 Exterior Stairs, Balconies and Elevated Walkways

4.5.1 Stairs and Landings

The south side of the building includes an elevated walking deck with concrete surfacing providing access to floor 2 units. An exterior steel-framed stair with concrete precast treads is provided. The stairs and elevated deck are provided with painted steel handrails and guardrails. The guardrail spacing is less than four inches wide.

Survey Condition and Analysis

The stairs appeared in overall good condition. The elevated walkway and stair handrail/guardrail appeared newer and the paint finish was in good condition. Routine maintenance is anticipated during the five year term.

4.5.2 Patios and Balconies

The building has an elevated walking deck with concrete as described above. No patios or balconies at each unit are provided.

Survey Condition and Analysis

The walkway was observed to be in good overall condition, with rail spacing less than four inches, as required by code. The deck and railings should require only routine maintenance activity during the term.

4.5.3 Elevated Walkways

The building has an elevated walkway as described above.

5.0 BUILDING MECHANICAL AND ELECTRICAL SYSTEMS

5.1 BUILDING HEATING, VENTILATION, AND AIR-CONDITIONING

Heated air to the apartments is provided by in-wall electric resistance coil heaters with fans by Cadet, model CS202, rated at 2,000 watts. The heaters are located in living rooms and bedrooms with local control on the units. Through-wall air conditioners are provided at each apartment living room with controls on the units. The townhouse unit has a through-wall air conditioner located in one of the bedrooms as well. The common laundry room has no heating or cooling system.

Bathrooms have in-ceiling ventilation fans which discharge at the roof level or exterior wall. The kitchens have over the range microwaves with built in hoods which discharge back into the living space. Some ductwork was observed in upper cabinets presumably connected to roof level exhaust vents; however, the vents are not in use. Connection to microwaves and exterior discharge can be conducted as desired to limit cooking grease build-up in the kitchens and apartments.

Survey Condition and Analysis

The Cadet electric heaters appeared new and apparently installed during recent renovations. The unit air conditioners were manufactured by General Electric in 2013 and 2011. Units in apartments 2, 4, and 6 were older. Replacements should be anticipated of these older units during the term. An opinion of cost is included in the Reserve Table.

5.2 BUILDING PLUMBING, DOMESTIC HOT WATER AND SEWER SYSTEMS

Helix Water District provides the cold water supply to the Subject Property. The building is provided with a shutoff valve located on the west side. A backflow device was not observed at the building or along the street frontage. One meter vault was observed at the municipal sidewalk on the west end of the property with a single meter.

Hot and cold water piping was observed to be copper in areas observed and with ABS plastic waste and vent piping in exposed areas. Plastic ABS sanitary piping was observed beneath sinks at the wall intersections and at the roof level vents.

Water heating is provided by a single 100-gallon water heater located within the common laundry room. A circulation pump was also observed at the water heater. The unit provides domestic hot water to the apartment unit sinks and showers, as well as the common clothes washer.

Survey Condition and Analysis

Domestic water piping was observed to be in good overall condition. Copper piping was reported and observed within the building. No evidence of galvanized domestic water piping was observed. Tenants did not report any problems with the

domestic water quantity or pressure or a lack of hot water. No significant replacements are anticipated during the next five years based on observed piping condition.

The water heater was manufactured in 2008 and at approximately eight years old, replacement should not be required within the next five years. The unit was fitted with proper seismic restraints. Routine maintenance is anticipated during the term.

A backflow device was not observed. Partner recommends installation of a backflow prevention system, as typically required by the utility and building department. An opinion of cost is included in the Immediate Repairs Table.

5.3 BUILDING GAS DISTRIBUTION

Natural gas service is supplied via a single meter located at the northwest corner of the building. The gas piping is steel where it enters the building. Gas is utilized by the common water heater and by the laundry dryer.

Survey Condition and Analysis

The gas pressure and quantity were reported to be adequate and no problems with the water heater were reported. Due to hidden conditions, only limited observation of the building's gas distribution piping could be achieved. According to the property manager, there are no reported gas leaks.

5.4 BUILDING POWER AND SIGNAL

Electrical service is provided by San Diego Gas and Electric. The main service is via individual meters located on the exterior of the building within a stucco-covered enclosure. The house meter is rated at 70 amps and connected to a breaker panel in the common laundry room. The individual meters are rated at 70 or 90 amps.

Main breakers and the house panel at the common laundry room were manufactured by Federal Pacific and are original equipment. The individual apartment units have newly installed breaker panels by Murray.

Ground fault breakers and arc fault breakers are not provided. Typically, arc fault breakers are required in replacement panels serving bedroom outlets. Bathrooms and kitchens were provided with ground fault protected circuits, as required.

Branch circuit wiring was observed to be copper at random electrical outlets and at the breaker panel in unit #7. The electrical circuits included proper grounding as tested via a plug-in device at random outlets. Interior lighting was primarily by surface-mounted incandescent fixtures and ceiling fan fixtures.

Survey Condition and Analysis

In general, the electrical systems including unit breaker panel boards, lighting and wiring systems appear to be in good overall condition. GFCI outlets were observed in bathrooms and kitchen outlets, as required. Circuits are labeled and proper grounding was verified. Only routine maintenance is anticipated in the next five years for electrical systems. Installation of arc-fault breakers for bedroom outlets may be required and lack of their presence may indicate that a permit was not obtained for the electrical work apparently conducted.

The electric subpanels in the common laundry and main breakers at unit meters were observed to be Federal Pacific Electric (FPE) "Stab-Lok" panels and circuit breakers. The U.S. Consumer Product Safety Commission (CPSC) conducted an investigation of reported failures of FPE "Stab Lok" circuit breakers and panels. The investigation was performed due to reports that the breakers would not trip during an over-current, short circuit or similar condition. This condition would then cause the panel to overheat and may cause fires. CPSC closed their two year investigation of FPE circuit breakers with a March 1983 press release (<http://www.inspect-ny.com/fpe/fpecpsc.htm>) indicating testing to date was inconclusive and budget restrictions prevented further testing. Partner is aware of current efforts by others to collect information to determine the reliability of FPE panels and breakers. Information reviewed to date is inconclusive and Partner is not aware of recalls or electrical code requirements to replace the panels and breaker. As a safety precaution, Partner recommends retaining a licensed electrician to perform an electrical subpanel inspection, perform a load test of two of the units, and conduct an overload test at one breaker. The electrician can verify if there has been arcing on the panel and identify signs of corrosion or other potential fire hazards. In addition, the load test should verify if the panel and breakers are currently being overloaded and the breaker test should help verify if the breakers are tripping correctly. An opinion of cost for this work is included in the Immediate Repairs Table. The electrician should remove an old light fixture and properly terminate wiring which was observed on the roof. In addition, an opening in the panel at the laundry room was observed, which should have a cover plate installed as part of the work.

5.5 BUILDING ELEVATORS AND CONVEYING SYSTEMS

None provided.

5.6 FIRE PROTECTION

The building is not provided with an automatic fire sprinkler system. Each unit contains hard-wired smoke detectors provided in hallways and sleeping rooms. Carbon monoxide detectors are not provided in each residence.

Portable dry chemical fire extinguishers are provided on the building exterior at apartment entrance doors on both floors.

Survey Condition and Analysis

Dwellings are required to have carbon monoxide devices installed outside each sleeping area on each level as of January 1, 2013 if fuel burning appliances are provided. The common laundry room is adjacent to the townhouse unit #1 and contains the common gas-fired water heater and dryer. At a minimum, the unit should have a carbon monoxide detector installed at both floors of the unit. An opinion of cost is included in the Immediate Repairs Table.

Smoke alarms provided in bedrooms and hallways are interconnected in each unit and are hard-wired to the building electrical systems with battery backup as required per current California Building Code.

The fire extinguishers were observed to be out of date and last inspected on October 2, 2014 by Fire Watch. Re-inspection and annual certification is overdue and included in the Immediate Repairs Table.

Routine maintenance of the smoke detectors and carbon monoxide detectors is anticipated during the next five years with no replacements required.

6.0 BUILDING INTERIOR ELEMENTS AND FINISHES

6.1 COMMON AREAS

The building contains a common laundry room accessed directly from the exterior. The laundry room contains a single washer and single dryer for resident use. The washer and dryer are owned and maintained by an outside vendor. No costs for replacement are anticipated.

6.2 TENANT AMENITIES AND FINISHES

6.2.1 Room Mix

The unit mix includes 9 total units. Four units are accessed from floor 2 and five units are ground level units, including a townhouse-style unit with interior stairs and upstairs bedrooms.

6.2.2 Viewed Spaces

All unit interiors were observed during the site visit. Seven were occupied at the time of the site visit and two were vacant apartment units ready for rent.

Survey Condition and Analysis

No significant wear issues were noted related to the interior finishes. The finishes were in generally good condition and appeared recently renovated. No additional interior finish replacements are anticipated to be required during the next five years.

6.2.3 Appliances and Other Amenities

Kitchen appliances provided consist of electric free standing ranges with smooth top burners, apartment-sized refrigerators approximately 18 cubic feet, and garbage disposals. No washers and dryers are provided in the apartments.

Cabinets consist of stained wood with granite slab countertops and backsplashes at kitchens. Kitchens have over mount two-bowl stainless steel sinks with two handle faucets while bathrooms have over-mount vitreous china sinks. Bathrooms have ceramic tile-walled surrounds and steel tubs with single handle mixing valves.

Survey Condition and Analysis

Appliances are in good condition and appeared near new. No significant replacements are anticipated and the appliances should remain serviceable beyond the next five years. No replacements are anticipated to be required based on average expected useful life of the appliances and observed condition.

6.2.4 Floor Coverings

Floor coverings consist of ceramic tile in all the units.

Medium pile carpeting is provided at the stairs of the townhouse unit.

Survey Condition and Analysis

Flooring appeared to be in good condition and recently installed. No observed deficiencies were noted. The flooring should remain serviceable beyond the five year evaluation term.

6.2.5 Ceilings/Walls

The interior walls and ceilings appear to be constructed with gypsum board finished with texture and paint.

Survey Condition and Analysis

Interior finishes were observed to be in good overall condition. Interior finishes appeared recently installed and should remain serviceable through the five year evaluation term.

7.0 ADA COMPLIANCE

Partner conducted a brief review of compliance with accessibility requirements during the walk-through survey of the units. The units, which do not appear to be wheelchair accessible, have high thresholds to enter each unit. No leasing office is provided and as such provision of an accessible parking space is not required. Should a tenant request it, management is expected to remove all readily achievable architectural barriers to a person with a disability.

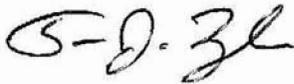
8.0 SIGNATURES OF PARTICIPATING PROFESSIONALS

Partner's work was undertaken in a professional manner with the best interests of our client in mind. Our objective was to perform our work with care, exercising the customary skill and competence of consulting professionals in the relevant disciplines. The conclusions presented in this report are professional opinions based solely upon visual observations of the site and vicinity and our interpretation of the provided information and documents reviewed. The opinions and recommendations presented herein apply to existing and reasonably foreseeable site conditions. Partner cannot act as insurers, and no expressed or implied representation or warrant is included or intended in our report, except that our work was performed, within the limits prescribed by our clients, with the customary thoroughness and competence of our profession at the time and place the services were rendered.

The report was prepared in a manner consistent with generally accepted industry practices and standards.

All information is true and correct, to the best of the undersigned's knowledge, and reflects the consultant's best professional opinion and judgment.

Partner Engineering and Science, Inc.



Tim J Zuzack, EIT
Project Manager



Joe Derhake, PE
President



COMPONENT LIFE ANALYSIS

This section provides estimate methodology for the repair items noted within this report.

Cost Evaluation

Estimates are based on construction costs developed by construction resources such as *Marshall & Swift*, *RS Means*, Partner's Commercial Inspectors' experience with past costs for similar projects, city cost indexes, consulting with local specialty contractors, client provided information, and assumptions regarding future economic conditions. Actual costs may differ from Partner's cost estimates. Actual cost estimates are determined by many factors including but not limited to: choice and availability of materials, choice and availability of a qualified contractor, regional climate zone, quality of existing materials, site compatibility, and access to the subject property and buildings. Costs are solely based on material replacement and do not account for soft costs.

Immediate Repairs And Deferred Maintenance Cost Estimates

Immediate repair items would include, but are not limited to, items that present unsafe conditions or deferred maintenance.

FIGURES



KEY:
 Subject Site



KEY:
Subject Site

FIGURE 2: SITE PLAN
Project No. 15-137461.1

APPENDIX A: PHOTOGRAPHS



1. Municipal sidewalk, and pedestrian and vehicular access to subject property



2. View of subject inside gate at southwest corner of site



3. Parking and site screen wall on north side of property



4. Refuse collection area



5. Pavement condition



6. View west at parking and drive lane



7. East side of building at grassy area



8. East side of site overlooking barbeque area



9. South side of building at walkways to units



10. Walkway at unit entrances



11. West end of building



12. North side of building along property chain-link fencing



13. East end of building showing storage closets



14. Floor 2 elevated walkway



15. West end of building showing address and entrance to laundry room



16. Typical ground floor entrance to apartment



17. Stairs to floor 2 units



18. Overview of roof looking east



19. Evidence of minor ponding area on roof



20. North side of roof



21. Roof on storage closets, note condition



22. Laundry room with commercial water heater



23. Electric meter enclosure on northwest corner of building exterior



24. Damaged wood at electric meter enclosure



25. Telecom trunk line



26. House breaker panel in laundry room



27. Gas meter serving common water heater and dryer



28. Through-wall AC unit in apartment #1



29. Venting at microhood in apartment #8



30. Typical undersink plumbing at apartment kitchens



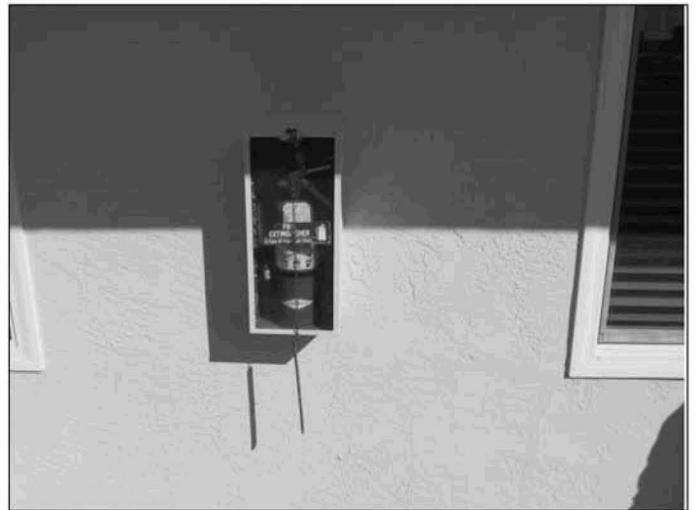
31. Typical breaker panel in apartment unit



32. Typical electric resistance heater in apartment unit living rooms and bedrooms



33. Typical bedroom showing smoke detector and breaker panel in closet



34. Fire extinguisher enclosure on building exterior



35. Apartment unit #8 kitchen



36. Typical unit living room



37. Typical unit bathroom



38. Kitchen appliances in unit 7



39. Bathroom in unit 4



40. Kitchen in townhouse unit (apartment 1)



41. Bedroom in apartment 1



42. Kitchen in apartment unit 2

APPENDIX B: SUPPORTING DOCUMENTS

**El Cajon
Municipal
Code**
**El Cajon,
California**



Current through Ordinance 5007 and the February 2014 code supplement. For more recent amendments to this code, refer to the [CodeAlert](#) page.

This document is provided for informational purposes only. Please read the full [disclaimer](#).

- [Municipal Code Table of Contents](#)
- [Search](#)
- [Ordinance List](#)
- [Statutory References](#)
- [CodeAlert - Recently Passed Ordinances](#)

El Cajon Municipal Code

[Up](#) [Previous](#) [Next](#) [Main](#) [Search](#) [Print](#) [No Frames](#)

[Title 17 ZONING](#)

[Chapter 17.60 PLANNED UNIT DEVELOPMENT \(PUD\) PERMIT](#)

17.60.340 Conversion of existing development—Physical elements reports.

A. At the time of the submittal of an application to convert any existing development to a common interest subdivision, the applicant shall submit a physical elements report on the status of the health and safety aspects of the project including: building foundations and walls, roofs, electrical systems, plumbing systems, mechanical systems, recreational facilities, parking and other paved areas and drainage facilities. These reports shall be prepared by California-licensed structural or civil engineers or contractors and they shall include a detailed evaluation of the existing physical elements, a recommendation on their status (including any necessary repairs or replacement, either immediate or in the future) and a signed certification of the findings.

B. The planning commission and city council shall use this information to determine the need to repair or replace any existing physical elements as a condition of approving the proposed conversion. (Ord. 4950 § 3, 2010)

View the [mobile version](#).

APPENDIX C: QUALIFICATIONS

Tim J. Zuzack
Staff Professional II

PARTNER

Education

San Diego State University, Bachelor of Science, Civil Engineering 2005
Certificate of Completion for PCA / PNA 8-Hour Training and Final Exam including the Structural Module, Roofing Module, MEP Module, ADA / FFHA Module, Red Flag Issues, Cost Tables, and Fannie Mae 4099 Forms

Registrations

California Engineer in Training (EIT) Certification #122848
California General Building Contractor License B #790692

Summary of Professional Experience

Mr. Zuzack has 9 years of experience in the engineering consulting industry. He has significant experience in due diligence assessments for a variety of property types and the needs and requirements of varied number of reporting standards, including acquisitions scope, ASTM standards, Fannie Mae and Freddie Mac, AAI, and customized client formats. Specifically, Mr. Zuzack has performed approximately 700 Property Condition Assessments (PCAs) including small loan PCAs, Fannie Mae PNAs and Freddie Mac, as well as Construction Loan Monitoring (CLM) projects, Roof Surveys, and assisted with Probable Maximum Loss assessments in Arizona, California, Colorado, Hawaii, Nevada, New Mexico, Oregon, Texas, Wyoming, and Washington.

Mr. Zuzack has completed PCA evaluations with opinions of costs incorporated into capital budget projections on most commercial property types, including midrise and highrise office, hospital, retail, hotel, large multifamily housing projects, manufacturing, industrial, schools, and mixed use developments for a wide range of clients including government agencies, fiduciary institutions, property owners, and investors. He has identified deficient construction related to site improvements, building structures and envelopes, roofing, mechanical, electrical and plumbing systems, and recommended corrective options. In addition, he has assembled various specialty consultants as needed for specific project requirements.

In the past, Mr. Zuzack has completed numerous projects as a general contractor. He is knowledgeable about construction methods, materials, and means of construction as well municipal regulations pertaining to construction. He completed his degree in civil engineering at San Diego State University and received honorary status on the dean's list. He went on to pass the rigorous fundamentals of engineering examination and received the engineer in training (EIT) certification. As a general contractor with twelve years' experience, an experienced PCA assessor, and a strong background in design, construction, and building inspection, Mr. Zuzack's diversity is a major contribution to Partner Engineering and Science's team in the Southwest region of the United States.

Relevant Project Experience

- Approximately 80 Fannie Mae and Freddie Mac PNA projects for multifamily residential housing projects over the past five years varying from duplexes to 750 units, and including low income housing properties,
- Equity PCA for a city block portfolio in downtown San Diego with aged midrise buildings of various types as well as a large highrise tower building,
- Ten separate equity PCA reports on highrise office and mixed use properties in Southern California including associated parking structures within the past year.
- Acquisition scope PCAs on two large hotel/resort properties in San Diego and the Borrego desert community east of San Diego,
- PCA for a 130 acre golf resort in Arizona,
- PCAs for various retail center properties in Southern California and other areas totaling over 2,000,000 square feet,
- Acquisition PCAs on Commercial office properties in the southwest United States totaling in excess of 4,000,000 square feet over the last three years,
- Hospital Equity PCA projects in Los Angeles, California and Houston, Texas,
- ADA compliance surveys on retail and commercial office in Southern California,
- PCA on a K-12 school site in Vista, California,
- Construction Loan Monitoring projects including a new distribution facility at the San Diego International Airport and a large multifamily project in Hawaii.
- Site visits and support for various Probable Maximum Loss (PML) assessments throughout the Southwest.

Thomas Petersen, REPA
Senior Project Manager

PARTNER

Education

A.S. in Fire Science Technology, College of San Mateo

B.A. in Environmental Studies, California State University, Hayward (Cal State East Bay)

Registration/Training

- Registered Environmental Property Assessor (REPA) with the National Registry for Environmental Professionals, Cert. #615601
- Wood Destroying Pest Certification
- Lead Based Paint and Asbestos trained
- Sustainable/Green Business trained

Summary of Professional Experience

Mr. Petersen has over 18 years experience in the environmental consulting industry and has worked in various disciplines, including: site mitigation, environmental health and safety, regulatory compliance, construction monitoring, subsurface investigation, and environmental and engineering due diligence practices, including Phase I ESAs and PCAs. Mr. Petersen's primary area of expertise is in the environmental due diligence field, where he has performed and managed thousands of environmental due diligence projects throughout the country.

Mr. Petersen has conducted and managed Phase I ESAs on open space, agricultural land, industrial facilities, office buildings and complexes, multi-family developments, government installations, public right-of-ways, shopping malls, retail strips, telecommunication tower sites, service stations, drycleaner facilities and hospitality properties. Most notably, Mr. Petersen has managed due diligence portfolios for varied and demanding clients. In additions to these duties, Mr. Petersen has developed scopes of work, prepared proposal, managed, mentored and trained junior staff, and has regularly provided detailed reports within strict deadlines.

Mr. Petersen is familiar with all aspects of due diligence property assessments and reporting standards, including Fannie Mae DUS and Freddie Mac HUD, and is especially knowledgeable on EPA's All Appropriate Inquiry and ASTM E1527-05. In addition, he has worked with diverse client groups with unique client-specific scopes of work and reporting requirements.

A sample of Mr. Petersen's project experience includes:

- Completed thousands of Phase I ESAs on multi-family properties, commercial office buildings, shopping centers, gasoline stations, hotels, dry cleaners, auto repair shops, and industrial facilities. Areas of concern included former chemical storage/transfer areas, areas of drainage/deteriorated piping, historical groundwater dispersion wells, and former underground storage tanks systems.
 - Reviewed and evaluated hundreds of third-party Phase I reports.
-

Currently, Mr. Petersen provides management and QA/QC expertise of Phase I ESAs, transaction screens, and other product types, and is extensively involved in project management and client communications, maintaining an emphasis on providing exemplary client service. Mr. Petersen is responsible for ensuring consistency and quality of due diligence services and ensuring that client-specific requirements are met, as well as the requirements of ASTM and AAI standards. In addition, Mr. Petersen also provides research on specific markets in order to support growth of Partner's expanding client base.

Mr. Petersen has worked with national and regional lenders, banks, investors, equity stakeholders, industry, local governments and property owners, including, but not limited to:

- Bank of America
- Deutsche Bank
- City of San Carlos
- Applied BioSystems
- NorthMarq Capital
- Wells Fargo
- Terra-Gen Power
- Morgan Stanley
- EastWest Bank
- Genentech
- Met Life
- ReGen
- US Bank
- GE Capital
- American Tower
- Legacy Partners
- SR Commercial
- ClubCorp
- NetREIT

Finally, Mr. Petersen's role of managing projects across industrial, residential, retail, and commercial environments, as well as his diverse project experience, is a major contribution to Partner Engineering and Science's Project Management team.

Mark Lambson
Principal



Education

Bachelor of Arts Degree, Public Administration and Economics
San Diego State University

Affiliations

National Association of Real Estate Investment Trusts (NAREIT)
International Council of Shopping Centers (ICSC)
U.S Green Building Council (USGBC)
Society of Industrial and Office Realtors, San Diego County (SIOR)
National Association of Industrial & Office Parks, Southern California (NAIOP)
San Diego Habitat Conservancy, Board of Directors. 2010 - 2014.

Summary of Professional Experience

Mr. Lambson is a true veteran of the commercial real estate services industry. He has over 18 years of experience managing and performing environmental and engineering consulting projects on a national level. Mr. Lambson serves as a Principal for Partner - and is located in Partner's San Diego County office. Mr. Lambson currently provides client management and consulting to a nationwide client base - and specializes in advising "equity" clients during the acquisition phase of commercial property transactions in the U.S., Mexico, and Canada.

Mr. Lambson has assisted clients on over 10,000 commercial real estate transactions throughout his career. His due diligence résumé includes experience at all levels, and includes advising REITs, developers, property managers, retail companies, commercial brokers, mortgage brokers, attorneys, lenders, and real estate investment groups with the following nationwide services:

- Property Condition Assessments (PCAs)
 - Individual Building System Inspections for Roof, Mechanical Electrical Plumbing (MEP), Elevator, Structural, Façade, and ADA
 - Phase I Environmental Site Assessments (ESAs)
 - Phase II Subsurface Investigations (Soil and groundwater sampling and analysis)
 - Phase III Remediation Services
 - Asbestos, Lead, Radon, Mold Sampling
 - Seismic Assessments (PMLs)
 - Energy Audits, Benchmarking, AB1103 Energy Disclosure, and LEED-related services
 - Hydrology, Water Conservation and Efficiency
 - Fannie Mae / Freddie Mac / HUD Due Diligence
 - Geotechnical and Soils Reports
 - Zoning Reports
 - ALTA Surveys
-

Project Experience

Building Sciences

- Property Condition Assessment, MEP Report, Roof Report, Elevator Report, Structural and Seismic Assessment for a high-profile Class A office campus acquisition in the San Francisco Bay Area
- ADA Compliance Review for a 400-unit apartment complex in Southern California
- Fannie Mae Property Condition / Physical Needs Assessment services for a 5400-unit multifamily portfolio in Nevada

Environmental Assessments

- Phase I and Phase II Environmental Assessments for a 75-acre aerospace facility in the Northwest United States
- Over 500 Phase I Environmental Site Assessments for a national fast-food chain
- Environmental consulting for over 1 million acres of desert land in California, Nevada, and Arizona

Land Surveys

- ALTA Surveys for 2400-unit apartment portfolio in the Midwest

Multi-Site Portfolios

- 113-site office portfolio acquisition for a national REIT
- 122-site hotel portfolio for a national lending institution
- 55-site hotel portfolio acquisition for a private investment group
- 68-site healthcare portfolio acquisition for a national REIT

Energy and Water Efficiency

- Energy & Water consulting for a national property owner that operates and manages 30 retail and office centers on the West Coast and Texas

International

- International experience performing acquisition due diligence projects in all 50 states, Mexico and Canada

In addition to conducting many types of transactions, Mr. Lambson has provided services on many types of property, including, but not limited to:

- Multifamily
- Student Housing
- Condominium
- Office
- Retail
- Health Care
- Medical Office Building
- Restaurant
- Convenience Store
- Gas Station
- Car Wash
- Hotel
- Industrial
- Flex/Warehouse
- Distribution Center
- Manufacturing
- Life Sciences
- Aerospace
- Vacant Land
- Golf Course
- Country Club
- Self Storage
- Child Care
- Religious
- Solar and Wind Energy
- Telecommunication Tower
- Schools and Universities
- Government Buildings and Property

Mr. Lambson takes pride in his work, and is always available to be of assistance to his clients. Being responsive, thorough, and detail-oriented helps Mr. Lambson to maintain longstanding professional relationships with his local and nationwide clientele.

Joseph Derhake, PE
Principal



Education

MBA, University of Southern California
B.S. Civil Engineering, Michigan State University

Registrations

Registered Professional Civil Engineer, California
Registered Professional Civil Engineer, Arizona
Registered Professional Civil Engineer, Tennessee
EPA Accredited Asbestos Inspector, Management Planner, Designer (not current)

Affiliations

Member, Environmental Banker's Association
Member, Mortgage Banker's Association

Summary of Professional Experience

Mr. Derhake serves as the President of Partner Engineering and Science, a national engineering and environmental consulting firm.

Mr. Derhake has over fifteen years of experience managing and performing environmental and engineering consulting. He began his career as a project engineer, then worked up to project manager, client relationship manager, executive manager, and eventually became a successful entrepreneur who has innovated and advanced the profession.

Mr. Derhake has served as a staff engineer, project manager, or executive senior author on over 10,000 real estate transactions throughout his career. His due diligence resume includes experience at all levels, including advising lenders and real estate investors through the following product types:

- Phase I Environmental Site Assessments
- Phase II Subsurface Investigations
- Phase III Site Characterizations
- Remedial Cost Estimates
- Environmental Transaction Screens

Remedial Cost Estimates allow real estate professionals to prudently complete transactions on contaminated property, and this consulting product has become one of Mr. Derhake's specialties. The prerequisite to a sound Remedial Cost Estimate is a sound Phase I, Phase II, and Phase III. With adequate assessment and characterization data in hand, Mr. Derhake can leverage his remedial design and implementation experience to produce a reliable estimate.

Understanding the extent and threat posed by a subsurface release is one of Mr. Derhake's most

valuable points of expertise. He has over fifteen years of experience in testing soil, soil gas, and groundwater in the context of real estate transactions, as well as under the supervision of state or federal regulators. Mr. Derhake has guided hundreds of landowners through the process of site characterization, gaining an approved remedial action plan, implementing the remedial technology, and ultimately gaining site closure.

Mr. Derhake has a significant portfolio of closed sites.

The following table includes some of the contaminants Mr. Derhake has removed and some of the technologies used:

Contaminants

Gasoline/Diesel
Free Product Floating on Groundwater
Metals: Lead, Arsenic, Chromium
Pesticides
PCBs
Chlorinated solvents
Other Solvents: Acetone, Toluene

Remedial Technologies

Soil Vapor Extraction
Air Sparging
Dual Phase Extraction
Pump and Treat
Ozone Sparging
In-situ Chemical Oxidation
Bioremediation (in-situ and ex-situ)
Bio-sparging
Excavation
Fixation

Mr. Derhake speaks regularly at industry events and conferences. Engagements within recent years include:

- Spoke at the Risk Managers Association (RMA) Credit Committee on the effects of the latest Federal All Appropriate Inquiries (AAI) standard for Phase I Environmental Site Assessments.
- Participated in the Real Estate Industry Roundtable on due diligence during a real estate transaction.
- Frequent speaker and/or panelist at the Environmental Bankers Association conferences.
- Spoke at the National Brownfields Association's Big Deal Conference in March of 2009 on the subject of LEED Development.

Publications

Managing Seismic Risk, RMA Journal, June 2010

Understanding PMLs and Managing Engineering Providers, Commercial Mortgage Finance News, Summer 2009

California Getting Real Energy, ENR, March 2009

Lender's Tolerance for Environmental Risk, RMA Journal, February 2009

The New Vapor-Intrusion Standard, Scotsman Guide, May 2008

Probable Maximum Loss Article, Scotsman Guide, June 2008

New Due Diligence Needs for SBA Loans, Scotsman Guide, October 2008

New Law Ranks Commercial Buildings by Efficiency, GlobeSt.com, December 2008

EBA Technical Committee Risk Tolerance Survey, June 2008

New Energy Disclosures Required by Assembly Bill 1103, California Mortgage Finance News, November 2008