



**City Council**  
 Mayor John W. Minto  
 Vice Mayor Rob McNelis  
 Council Member Ronn Hall  
 Council Member Laura Koval  
 Council Member Dustin Trotter

**CITY OF SANTEE**  
 REGULAR MEETING AGENDA  
 Santee City Council

City Manager | Marlene D. Best  
 City Attorney | Shawn D. Hagerty  
 City Clerk | Annette Fagan Ortiz

**MEETING INFORMATION**

**Wednesday, February 10, 2021**  
**6:30 p.m.**  
**Council Chambers | Building 2 (Virtual Meeting)\*\***  
**10601 Magnolia Ave • Santee, CA 92071**

**Staff**  
 Assistant to the City Manager | Kathy Valverde  
 Community Services Director | Bill Maertz  
 Development Services Director | Melanie Kush  
 Finance Director/Treasurer | Tim McDermott  
 Fire & Life Safety Director/Fire Chief | John Garlow  
 Human Resources Director | Erica Hardy  
 Law Enforcement | Captain Christina Bavencoff

**GOVERNOR’S EXECUTIVE ORDER N-29-20**  
**RE: CORONAVIRUS COVID-19**

This meeting will be conducted pursuant to the provisions of the Governor’s Executive Order which suspends certain requirements of the Ralph M. Brown Act.

In an effort to protect public health and prevent the spread of COVID-19, the City Council meeting on Wednesday, February 10, 2021, will be conducted via webinar and telephonically.

**VIRTUAL MEETING OPTIONS\*\***

**TO WATCH (via online)**

<https://attendee.gotowebinar.com/register/236971556814639116>

**TO LISTEN (via telephone)**

(619) 678-0714, a pin number will be required, please enter 690-558-400#.

**LIVE PUBLIC COMMENT**

Members of the public who wish to comment on matters on the City Council agenda or during Non-Agenda Public Comment may register for the webinar with the link above and email the City Clerk at [CITYCLERK@CITYOFSANTEECA.GOV](mailto:CITYCLERK@CITYOFSANTEECA.GOV) with the name that you registered with and the item(s) you wish to speak on. The City Clerk will call the name when it is time to speak.

**NOTE:** Public Comment will be limited to 3 minutes and will continue to be accepted until the item is voted on. The timer will begin when the participant begins speaking.

**ROLL CALL:**

Mayor John W. Minto  
 Vice Mayor Rob McNelis  
 Council Members Ronn Hall, Laura Koval, and Dustin Trotter



The City Council also sits as the Community Development Commission Successor Agency and the Santee Public Financing Authority. Any actions taken by these agencies are separate from the actions taken by City Council. For questions regarding this agenda, please contact the City Clerk’s Office at (619) 258-4100 x114

**LEGISLATIVE INVOCATION:** Marshall Masser – Lakeside Christian Church

**PLEDGE OF ALLEGIANCE**

**PROCLAMATION:** Retired 2<sup>nd</sup> District County Supervisor Dianne Jacob Recognition

**CONSENT CALENDAR:**

**PLEASE NOTE:** Consent Calendar items are considered routine and will be approved by one motion, with no separate discussion prior to voting. The public, staff or Council Members may request specific items be removed from the Consent Calendar for separate discussion or action. Speaker slips for this category must be presented to the City Clerk at the start of the meeting. Speakers are limited to 3 minutes.

- (1) **Approval of Reading by Title Only and Waiver of Reading in Full of Ordinances and Resolutions on the Agenda. (City Clerk – Ortiz)**
- (2) **Approval of Meeting Minutes of the Santee City Council for the January 27, 2021, Regular Meeting. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as Presented. (Finance – McDermott)**
- (4) **Resolution Awarding the Construction Contract for the Citywide Crack Sealing Program 2021 Project (CIP 2021-06) and Determining a Categorical Exemption Pursuant to Section 15301(c) of the California Environmental Quality Act. (Development Services – Kush)**
- (5) **Approval of a Joint Exercise of Powers Agreement (JEPA) Among the County of San Diego, State of California, Cities of Poway and Santee for the Operation and Maintenance of Goodan Ranch Regional Park. (Community Services – Maertz)**

**NON-AGENDA PUBLIC COMMENT (15 minutes):**

*Persons wishing to address the City Council regarding items not on the posted agenda may do so at this time. In accordance with State law, Council may not take action on an item not scheduled on the Agenda. If appropriate, the item will be referred to the City Manager or placed on a future agenda. This first Non-Agenda Public Comment period is limited to a total of 15 minutes. Additional Non-Agenda Public Comment is received prior to Council Reports.*



**PUBLIC HEARING:**

- (6) **Public Hearing to Assess Community Development Needs and to Solicit Proposals for Program Year 2021 Community Development Block Grant (CDBG) and Home Program Funding Consistent with the Consolidated Plan. (Development Services – Kush)**

Recommendation:

Open the Public Hearing, receive public testimony, and continue the Public Hearing to February 24, 2021.

**NEW BUSINESS:**

- (7) **Resolution Authorizing a Seventh Amendment to the Agreement with West Coast Arborists, Inc. for Urban Forestry Services and Appropriating Funds. (Community Services – Maertz)**

Recommendation:

Adopt Resolution authorizing the City Manager to execute a Seventh Amendment to the Contract with WCA and to appropriate \$49,980.00 from the General Fund reserve balance for preparation of an Urban Forestry Management Plan.

- (8) **License Agreement for Wireless Installations on Public Structures with Crown Castle Fiber, LLC for the Installation and Operation of Wireless Telecommunication Equipment within the City of Santee. (Development Services – Kush)**

Recommendation:

Approve the License Agreement for Wireless Facilities on Public Structures between the City and Crown Castle Fiber, LLC for the installation and operation of wireless telecommunication equipment, and authorize the City Manager to execute said Agreement and future similar agreements.

- (9) **Authorize the Second Amendment to the Contract with Prizm Janitorial Services, Incorporated for Custodial Services (Parks). (Community Services – Maertz)**

Recommendation:

Authorize the City Manager to execute the Second Amendment to the Contract with Prizm Janitorial Services, Inc. thereby increasing the FY 2020-21 contract amount from \$31,744.86 to \$36,029.15.



**(10) Authorize a Professional Services Agreement with Spicer Consulting Group for Assessment Engineering and Community Facilities District Administration Services. (Finance – McDermott)**

Recommendation:

Authorize the City Manager to execute a professional services agreement with Spicer Consulting Group to provide assessment engineering services for the annual levies for three years: FY 2021-22, FY 2022-23, and FY 2023-24 in the amount of \$26,750.00, \$27,285.00, \$27,741.00 respectively with an option to extend the contract for two additional fiscal years.

**(11) Appointment of Citizen Members to Various Boards, Commissions and Committees with Expiring Terms According to LPM 2018-01 and Pursuant to Government Code 54974. (Council – Mayor Minto)**

Recommendation:

1. Take action on recommended appointments as presented by the Mayor; and
2. Reaffirm/continue all other standing groups and representations as listed.

**NON-AGENDA PUBLIC COMMENT (Continued):**

*All public comment not presented within the first Non-Agenda Public Comment period above will be heard at this time.*

**CITY COUNCIL REPORTS:**

**(12) Letter Condemning Comments by San Diego County Supervisor Nathan Fletcher. (Council – Vice Mayor McNelis)**

Recommendation:

The City Council should consider the attached draft letter and provide direction to staff.

**CITY MANAGER REPORTS:**

**CITY ATTORNEY REPORTS:**

**CLOSED SESSION:**

**ADJOURNMENT:**

**BOARDS, COMMISSIONS & COMMITTEES  
FEBRUARY & MARCH MEETINGS**

Feb	04	SPARC	Virtual/Telephonic
Feb	08	Community Oriented Policing Committee	Virtual/Telephonic
Feb	10	Council Meeting	Virtual/Telephonic
Feb	24	Council Meeting	Virtual/Telephonic
Mar	04	SPARC	TBD
Mar	08	Community Oriented Policing Committee	TBD
Mar	10	Council Meeting	TBD
Mar	18	SMHFPC	TBD
Mar	24	Council Meeting	TBD

The Santee City Council welcomes you and encourages your continued interest and involvement in the City’s decision-making process.

**For your convenience, a complete Agenda Packet is available for public review at City Hall and on the City’s website at [www.CityofSanteeCA.gov](http://www.CityofSanteeCA.gov).**

*The City of Santee complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 12132 of the American with Disabilities Act of 1990 (42 USC § 12132). Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk’s Office at (619) 258-4100, ext. 112 at least 48 hours before the meeting, if possible.*



**MEETING DATE** February 10, 2021

**ITEM TITLE**      **PROCLAMATION:**      **RETIRED**      **2<sup>ND</sup>**      **DISTRICT**      **COUNTY**  
**SUPERVISOR DIANNE JACOB RECOGNITION**

**DIRECTOR/DEPARTMENT** John W. Minto, Mayor

**SUMMARY**

The longest serving supervisor in San Diego County history has retired after 28 years of service. Dianne Jacob represented District 2, covering most of East County for seven terms and has retired due to term limits. She supported funding some of her priorities through projects in Santee. Dianne leaves a legacy of advancing public safety, aiding the region's aging population, prioritizing parks and trails projects and leadership.

A proclamation has been prepared in honor of Dianne Jacob's exceptional service to the East County region.

**ENVIRONMENTAL REVIEW** N/A

**FINANCIAL STATEMENT** None.

**CITY ATTORNEY REVIEW**  N/A •  Completed

**RECOMMENDATION** *MSB*

Present proclamation to be mailed to former County Supervisor Dianne Jacob.

**ATTACHMENT**

Proclamation.



# | Proclamation

**WHEREAS**, Dianne Jacob, the longest serving supervisor in San Diego County history has retired after 28 productive and successful years in office; and

**WHEREAS**, Dianne represented District 2 since 1993 beginning with a citizen-based budget approach to address the serious financial situation of the County at that time; and

**WHEREAS**, Dianne often used grants under the County's Neighborhood Reinvestment program to support schools, parks and recreation projects, and added 131 projects in East County and built nearly 400 miles of trails; and

**WHEREAS**, in the City of Santee, Mast Park, Ken Collier Park, Town Center Community Park West, Town Center Community Park East, and the YMCA Aquatic Center were all aided by Neighborhood Reinvestment program funding, additionally, the Little Padres Field was installed at Rio Seco School and the running track and basketball court resurfacing were completed at Santana High School; and

**WHEREAS**, Dianne is best known among East County residents for her work related to promoting public safety and wildfire preparedness; and

**WHEREAS**, she was an advocate on the board for services to caregivers, victims, and families suffering with Alzheimer's Disease and dementia; and

**WHEREAS**, during her seven terms on the board, Dianne earned a reputation as "East County's Iron Lady" due to her brand of accessible, driven, straight-shooting practices.

**NOW THEREFORE**, I, John W. Minto, Mayor of the City of Santee on behalf of the City Council do hereby proclaim Thursday February 11, 2021 as

## **"DIANNE JACOB DAY"**

in the City of Santee in recognition of her exceptional dedication and devotion to the many citizens of East County over her nearly three-decade career.

IN WITNESS WHEREOF, I have hereunto set my hand this tenth day of February, two thousand twenty-one, and have caused the Official Seal of the City of Santee to be affixed.

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Mayor John W. Minto

**MEETING DATE** February 10, 2021

**ITEM TITLE** APPROVAL OF READING BY TITLE ONLY AND WAIVER OF READING IN FULL OF ORDINANCES AND RESOLUTIONS ON THE AGENDA.

**DIRECTOR/DEPARTMENT** Annette Ortiz, CMC, City Clerk

### **SUMMARY**

This Item asks the City Council to waive the reading in full of all Ordinances on the Agenda (if any) and approve their reading by title only. The purpose of this Item is to help streamline the City Council meeting process, to avoid unnecessary delay and to allow more time for substantive discussion of Items on the agenda.

State law requires that all Ordinances be read in full either at the time of introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council. (Gov. Code, § 36934). This means that each word in each Ordinance would have to be read aloud unless such reading is waived. Such reading could substantially delay the meeting and limit the time available for discussion of substantive Items. Adoption of this waiver streamlines the procedure for adopting the Ordinances on tonight's Agenda (if any), because it allows the City Council to approve Ordinances by reading aloud only the title of the Ordinance instead of reading aloud every word of the Ordinance.

The procedures for adopting Resolutions are not as strict as the procedures for adopting Ordinances. For example, Resolutions do not require two readings for passage, need not be read in full or even by title, are effective immediately unless otherwise specified, do not need to be in any particular format unless expressly required, and, with the exception of fixing tax rates or revenue amounts, do not require publication. However, like Ordinances, all Resolutions require a recorded majority vote of the total membership of the City Council. (Gov. Code § 36936).

### **FINANCIAL STATEMENT**

**CITY ATTORNEY REVIEW**  N/A  Completed

### **RECOMMENDATION**

It is recommended that the Council waive the reading of all Ordinances and Resolutions in their entirety and read by title only.

### **ATTACHMENT**

None



**MEETING DATE** February 10, 2021

**ITEM TITLE** APPROVAL OF MEETING MINUTES OF THE SANTEE CITY COUNCIL FOR THE JANUARY 27, 2021 REGULAR MEETING.

**DIRECTOR/DEPARTMENT** Annette Ortiz, CMC, City Clerk

**SUMMARY**

Submitted for your consideration and approval are the minutes of the above meetings.

**FINANCIAL STATEMENT**

N/A

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION**

Approve Minutes as presented.

**ATTACHMENT**

Regular Meeting Minutes

- January 27, 2021

# DRAFT

**Minutes  
Santee City Council  
Council Chamber – Building 2  
10601 Magnolia Avenue  
Santee, California  
January 27, 2021**

This Regular Meeting of the Santee City Council was called to order by Vice Mayor McNelis at 6:30 p.m.

**ROLL CALL:** Present: Vice Mayor Rob McNelis and Council Members Ronn Hall, Laura Koval and Dustin Trotter– 4.

Absent: Due to technical difficulties, Mayor John W. Minto joined the virtual meeting at 6:46 p.m.

Officers present: City Manager Marlene Best, City Attorney Shawn Hagerty, and City Clerk Annette Ortiz

**INVOCATION** was given by Andrea Pickett – The Church of Jesus Christ of Latter-day Saints

**PLEDGE OF ALLEGIANCE** was led by Vice Mayor McNelis

**CONSENT CALENDAR:**

- (1) **Approval of Reading by Title Only and Waiver of Reading in Full of Ordinances and Resolutions on the Agenda. (City Clerk – Ortiz)**
- (2) **Approval of Meeting Minutes of the Santee City Council for the January 7, 2021, Special Meeting and the January 13, 2021, Regular Meeting. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as Presented. (Finance – McDermott)**
- (4) **Approval of the Expenditure of \$55,349.10 for December 2020 Legal Services and Reimbursable Costs. (Finance – McDermott)**

**ACTION:** Council Member Koval moved approval of the Consent Calendar.

Council Member Hall seconded the motion, which carried by the following roll call vote: Vice Mayor McNelis: Aye; and Council Members Hall: Aye; Koval: Aye; and Trotter: Aye. Ayes: 4. Noes: 0. Absent: Mayor Minto – 1.

**NON-AGENDA PUBLIC COMMENT (15 minutes):**

- (A) Mary Hyder commended the City Clerk's department for organization of the virtual meetings.

**NEW BUSINESS:**

- (5) **Appropriation of \$6,000.00 of Funding for San Diego River Cleanup Activities. (Community Services – Maertz)**

The Director of Community Services presented the Item and the responded to Council questions.

**PUBLIC SPEAKER:**

- Sarah Hutmacher, Chief Associate Director, The San Diego River Park Foundation

**ACTION:** Council Member Hall moved approval of staff recommendation.

Council Member Trotter seconded the motion, which carried by the following roll call vote: Vice Mayor McNelis: Aye; and Council Members Hall: Aye; Koval: Aye; and Trotter: Aye. Ayes: 4. Noes: 0. Absent: Mayor Minto – 1.

- (6) **Resolution Approving the 2021 Active Santee Plan and a Categorical Exemption Determination Pursuant to Sections 15301 and 15304 of the California Environmental Quality Act. (Development Services – Kush)**  
**(Reso 008-2021)**

Council Member Trotter registered an abstention, muted his microphone and turned off his camera at 6:42 p.m.

The Director of Development Services introduced the Item and the Principal Traffic Engineer provided a PowerPoint presentation.

**PUBLIC SPEAKER:**

- Mary Hyder

Vice Mayor McNelis urged staff to correlate bike trails with walking trails throughout the City, for safety reasons.

Council Member Hall requested avoiding busy streets like Mission Gorge Road and utilizing back streets for safety reasons.

Council Member Koval urged staff to make children's safety a priority and provide safe routes to the elementary schools; she stated all bus stops should be Americans with Disabilities Act (ADA) compatible.

Mayor Minto urged staff to focus on making the road conditions safe for bicyclists and provide more education on bicycle laws.

Vice Mayor McNelis stated he does not concur with spending money on bicycle education.

Mayor Minto clarified that he would like the City to partner with bicycle shops to provide the education through that outlet.

**ACTION:** Vice Mayor McNelis moved approval of staff recommendation.

Council Member Hall seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor McNelis: Aye; and Council Members Hall: Aye; and Koval: Aye. Ayes: 4. Noes: 0. Abstain: Council Member Trotter – 1.

Council Member Trotter rejoined the meeting at 7:05 p.m.

**(7) Presentation of the Draft Housing Element 2021-2029 (General Plan Amendment GPA2019-2) and Authorization to Transmit the Housing Element to the State Department of Housing and Community Development (HCD). (Development Services – Kush)**

The Director of Development Services introduced the Item and Veronica Tam, Veronica Tam and Associates, Inc., provided a PowerPoint presentation.

**PUBLIC SPEAKER:**

- Mary Hyder
- Jim Moxham

**ACTION:** Vice Mayor McNelis moved approval of staff recommendation.

Council Member Trotter seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor McNelis: Aye; and Council Members Hall: Aye; Koval: Aye; and Trotter: Aye. Ayes: 5. Noes: 0.

**(8) Street Right-of-Way Concrete Repair and Replacement Workshop – Consideration of Potential Cost Recovery for Repairs to City Infrastructure Caused by Private Property Tree Root Intrusion. (Development Services – Kush)**

The Director of Development Services introduced the Item and the Principal Civil Engineer provided a PowerPoint presentation.

**PUBLIC SPEAKER:**

- Mary Hyder

Under discussion, the Council concurred and directed staff to bring back a robust option for Council to consider, that addresses the issues.

**(9) Possible Cancellation of a Regular City Council Summer Meeting and the Regular Meeting of September 22, 2021. (City Clerk – Ortiz)**

The City Clerk introduced the Item and responded to Council questions.

**ACTION:** Council Member Trotter moved approval of the cancellation for the July 28, 2021, Regular City Council Meeting.

Vice Mayor McNelis seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor McNelis: Aye; and Council Members Hall: Aye; Koval: Aye; and Trotter: Aye. Ayes: 5. Noes: 0.

Mayor Minto requested the possible cancellation of the September 22, 2021 Council Meeting, be brought back in June.

**(10) Appointment of Representatives for Council Committees. (City Clerk – Ortiz)**

The City Clerk introduced the Item and responded to Council questions.

**ACTION:** Council Member Koval moved approval of staff recommendation.

Vice Mayor McNelis seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor McNelis: Aye; and Council Members Hall: Aye; Koval: Aye; and Trotter: Aye. Ayes: 5. Noes: 0.

**NON-AGENDA PUBLIC COMMENT: (Continued)**

None.

**CITY COUNCIL REPORTS:**

Vice Mayor McNelis urged staff to bring forward information regarding cannabis; he requested Council bring back an item to put forward a letter asking Chair Nathan Fletcher, Supervisor of San Diego County's Fourth District, for an apology and to step down in his position, due to comments he made.

Council Member Trotter stated he visited businesses that were allowed to open after the Governors' Orders were lifted.

Council Member Koval concurred with Vice Mayor McNelis' comments regarding Nathan Fletcher.

Mayor Minto reported on his attendance at the League of California Cities virtual New Mayor's Academy and at the SANDAG meeting.

**CITY MANAGER REPORTS:**

None.

**CITY ATTORNEY REPORTS:**

None.

**CLOSED SESSION:**

None.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 9:01 p.m.

Date Approved:

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Annette Ortiz, CMC, City Clerk

**MEETING DATE** February 10, 2021

**ITEM TITLE** PAYMENT OF DEMANDS

**DIRECTOR/DEPARTMENT** Tim K. McDermott, Finance *tm*

**SUMMARY**

A listing of checks that have been disbursed since the last Council meeting is submitted herewith for approval by the City Council.

**FINANCIAL STATEMENT** *tm*

Adequate budgeted funds are available for the payment of demands per the attached listing.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *mdb*

Approve the payment of demands as presented.

**ATTACHMENT**

- 1) Summary of Payments Issued
- 2) Voucher Lists

Payment of Demands  
Summary of Payments Issued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
01/13/2021	Accounts Payable	\$ 808.00
01/20/2021	Accounts Payable	23,327.90
01/21/2021	Accounts Payable	81,685.37
01/27/2021	Accounts Payable	1,841,939.74
01/27/2021	Accounts Payable	13,581.06
01/28/2021	Payroll	378,333.70
02/01/2021	Retiree Health	<u>5,385.00</u>
	TOTAL	<u>\$2,345,060.77</u>

I hereby certify to the best of my knowledge and belief that the foregoing demands listing is correct, just, conforms to the approved budget, and funds are available to pay said demands.


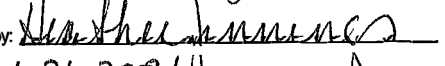


Tim K. McDermott, Director of Finance



Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
889	1/13/2021	12774 LIABILITY CLAIMS ACCOUNT	12312020		LIABILITY CLAIMS	808.00	
						<b>Total :</b>	<b>808.00</b>
1 Vouchers for bank code : ubgen						<b>Bank total :</b>	<b>808.00</b>
1 Vouchers in this report						<b>Total vouchers :</b>	<b>808.00</b>

Prepared by:   
Date: 1-21-2021  
Approved by:   
Date: 1-21-2021

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126635	1/20/2021	10001 US BANK	000000010		EMPLOYEE SOCIAL	75.00
			000143-A		EMPLOYEE SOCIAL	538.75
			000143-B		EMPLOYEE SOCIAL	-538.75
			0-00574486		POSTAGE METER INK	210.02
			00061		GENERAL SPECIAL EVENTS	92.10
			000706		EMPLOYEE SOCIAL	651.32
			000802		EMPLOYEE SOCIAL	651.32
			0009		CUYAMACA FIRE	247.34
			008162		GENERAL SPECIAL EVENTS	40.71
			008478		SENIOR HOLIDAY EVENT SUPPLIE:	24.88
			014899		EMPLOYEE SOCIAL & CITY MERCH	80.67
			0183		CUYAMACA FIRE	492.53
			0227		CUYAMACA FIRE	492.53
			02534		FIRE BREAK SUPPLIES	34.34
			06258		FOUNTAIN SUPPLIES	102.23
			064445		MEETING SUPPLIES	37.22
			0673		MAINTENANCE SUPPLIES	161.43
			072447		SENIOR HOLIDAY EVENT SUPPLIE:	47.91
			0837847		PATHWAY LIGHT BULBS	147.24
			093717		SENIOR HOLIDAY EVENT SUPPLIE:	59.88
			10013696-1		CAL OES MOBILIZATION #20095	135.00
			10013696-1B		CAL OES MOBILIZATION #2095	135.00
			10013698-1C		CAL OES MOBILIZATION #20095	135.00
			10065		CITY BIRTHDAY	215.50
			10080		SPECIAL EVENTS STAFF FOOD	23.45
			1018620		ENGINEERING SUPPLIES	51.68
			105448308		CONTROLLER PARTS	956.60
			106098		FESTIVE FRIDAYS	30.22
			106341		EQUIPMENT REPAIR PART	19.21
			107885 & 107899		EASEMENT DOCUMENT	3.07
			111-7095037-125818		STATION SUPPLIES	21.61
			111-8078122-2663466		COVID-19 SUPPLIES	75.90
			111-9578773-8105812		STATION SUPPLIES	64.64
			1120258		COUNCIL DAIS NAME PLATES	276.52
			1120310		MEMORIAL BENCH PLAQUE	216.45
			112-0705280-8006618		OFFICE SUPPLIES	20.42

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126635	1/20/2021	10001 US BANK	(Continued)			
			112-3612964-2221850		COVID-19 SUPPLIES	80.18
			112-4459165-4752249		COVID-19 SUPPLIES	32.30
			1126		SENIOR PROGRAM SUPPLIES	75.00
			112-9244790-9493002		EQUIPMENT CASES	127.92
			113-8506301-7256249		BATTERIES-EOC PURCHASE	24.55
			114		REFUND	-7.53
			114-1836017-9553006		STATION SUPPLIES	46.32
			1208222035		ONLINE MEETING SERVICES	38.13
			1208246653		ONLINE MEETING SOFTWARE	129.35
			1208251669		ONLINE MEETING SOFTWARE	129.35
			1-219		FESTIVE FRIDAY STAFF MEAL	30.03
			12355195-1		CAL OES MOBILIZATION #200105	135.00
			124		EMPLOYEE HOLIDAY SOCIAL	62.50
			1285		EMPLOYEE HOLIDAY SOCIAL	10.10
			1444		EMPLOYEE HOLIDAY SOCIAL	15.00
			1446		EMPLOYEE HOLIDAY SOCIAL	15.00
			1447		EMPLOYEE HOLIDAY SOCIAL	15.00
			1448		EMPLOYEE HOLIDAY SOCIAL	15.00
			1449		EMPLOYEE HOLIDAY SOCIAL	15.00
			1451		EMPLOYEE HOLIDAY SOCIAL	15.00
			1452		EMPLOYEE HOLIDAY SOCIAL	15.00
			1454		EMPLOYEE HOLIDAY SOCIAL	15.00
			1456		EMPLOYEE HOLIDAY SOCIAL	15.00
			1468947		FESTIVE FRIDAY STAFF MEAL	32.08
			15460106		SUPPLIES FOR OATH OF OFFICE	971.19
			158600		FESTIVE FRIDAYS	29.10
			1687		3RD GRADE POSTER CONTEST	115.00
			1759474013		RESCUE EQUIPMENT	502.12
			1773-0664		LEAGUE OF CA CITIES	250.00
			1780		CAL OES MOBILIZATION #20095	15.99
			17800		EMPLOYEE HOLIDAY SOCIAL	675.00
			1810		CAL OES MOBILIZATION #20095	20.32
			1834		SENIOR PROGRAM SUPPLIES	174.88
			1842		CAL OES MOBILIZATION #20095	14.45
			1871936		GENERAL SPECIAL EVENTS	724.00
			18K467201		LOCK REPAIR	101.00

Bank code : ubgen

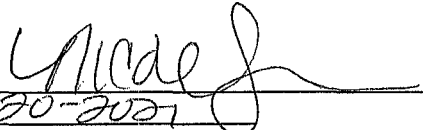
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126635	1/20/2021	10001 US BANK	(Continued)			
			18Za		EMPLOYEE SOCIAL	-632.36
			19992		SUPPLIES FOR OATH OF OFFICE	346.65
			1C3LY0S		ENGINEERING SUPPLIES	40.56
			1Q1WQ4/233094989		CASTLE FIRE	3,790.77
			200003648		CAPPO CONF JAN 4-8 2021	299.00
			200013445		OATH OF OFFICE SUPPLIES	112.34
			200013603		OATH OF OFFICE SUPPLIES	41.20
			205893		FESTIVE FRIDAYS	32.11
			20668		EQUIPMENT REPAIR	181.00
			2105		CAL OES MOBILIZATION #200105	25.65
			2138		CAL OES MOBILIZATION #200105	37.39
			2163417		OFFICE SUPPLIES	48.49
			22638		FIRE STN #4 REPAIRS	265.04
			230856		EMPLOYEE HOLIDAY SOCIAL	90.00
			2475380002		ONLINE MEETING SERVICE	87.01
			250406		40TH BIRTHDAY	23.92
			285		SENIOR PROGRAM SUPPLIES	52.50
			300005817		CSMFO ANNUAL DUES	110.00
			3348208		REPAIR/MAINTENANCE	93.71
			342000001826		OATH OF OFFICE	50.95
			3603457		SUPPLIES FOR OATH OF OFFICE	55.59
			369867		SUPPLIES FOR OATH OF OFFICE	151.88
			370236		SENIOR PROGRAM SUPPLIES	1,425.00
			38572		FOUNTAIN SUPPLIES	53.81
			3870632		UNAUTHORIZED AMAZON CHARGE	38.79
			4025480		EMPLOYEE HOLIDAY SOCIAL	30.14
			403 11 169 131		STATION SUPPLIES	482.84
			403 201 59 201		STATION SUPPLIES	161.61
			403 203 121 203		STATION SUPPLIES	12.38
			4045827		PARK PATROL SUPPLIES	11.84
			4239		INK FOR CITY PLOTTER	90.83
			4673017		BASKETBALL NETS	71.04
			5109061		OATH OF OFFICE SUPPLIES	19.38
			54992		SUPPLIES FOR OATH OF OFFICE	161.59
			551		EQUIPMENT REPAIR PARTS	2.37
			56194		GRAFFITI REMOVAL	196.44

Bank code : ubgen

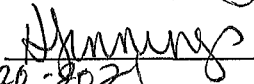
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126635	1/20/2021	10001 US BANK	(Continued)			
			6346-0		FIRE STATION 5 PAINT	451.36
			64032		FOUNTAIN SUPPLIES	75.32
			6404		STAFF DINNER FOR SPECIAL EVEN	28.09
			6498639		DISINFECTANT SPRAY	171.27
			656921		COVID 19 TESTING	17.95
			6624240		DISINFECTANT SPRAY	122.78
			6833377		40TH BDAY/FOOD TRUCK CENTRA	145.28
			6921800		SANITATION SUPPLIES	614.16
			71241		EMPLOYEE HOLIDAY SOCIAL	1,260.00
			713237		CAL OES MOBILIZATION #20095	9.70
			714636-00		MAINTENANCE SUPPLIES	82.76
			74623		SOFTWARE RENEWAL	99.95
			7617828		SUPPLIES FOR OATH OF OFFICE	16.15
			78		EMPLOYEE HOLIDAY SOCIAL	390.00
			8256480		REFUND	-86.18
			84000		MAINTENANCE SUPPLIES	38.39
			8468		CAL OES MOBILIZATION 20095	25.65
			8475		CAL OES MOBILIZATION #20095	22.50
			8540		CAL OES MOBILIZATION #20095	23.49
			8609859		OATH OF OFFICE SUPPLIES	7.53
			8623		CAL OES MOBILIZATION #20095	19.24
			9011488		CAL OES MOBILIZATION #20095	36.69
			908-18707-589559-20		OFFICE SUPPLIES	87.01
			908-19032-589559-20		OFFICE SUPPLIES	36.62
			9108		40TH BIRTHDAY	20.57
			9185706902		FOUNTAIN SUPPLIES	476.96
			9186982502		FOUNTAIN SUPPLIES	318.68
			9357821		OFFICE SUPPLIES	67.93
			9672262		CHAMBER UPGRADE EQUIPMENT	247.81
			9672262-a		CHAMBER UPGRADE EQUIPMENT	251.77
			9722		STAFF DINNER FOR SPECIAL EVEN	39.41
			9823853641		OFFICE SUPPLIES	30.27
			9991444		GENERAL RECREATION SERVICES	32.31
			CR11244591654752249		CR-COVID 19 SUPPLIES RTRND	-32.30
			jx0g		EMPLOYEE SOCIAL	-632.36
			NATS		SPARC HOLIDAY TREAT	47.41

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126635	1/20/2021	10001 10001 US BANK	(Continued)			Total : 23,327.90
1 Vouchers for bank code : ubgen						Bank total : 23,327.90
1 Vouchers in this report						Total vouchers : 23,327.90

Prepared by: 

Date: 1-20-2021

Approved by: 

Date: 1-20-2021

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126636	1/21/2021	13456 AGRICULTURAL PEST CONTROL	566384	53045	FY20/21 PEST CONTROL SERVICE	595.00
					<b>Total :</b>	<b>595.00</b>
126637	1/21/2021	10189 ATTENTION GETTERS DESIGN INC	47862	52987	VEHICLE ID DECALS	188.36
					<b>Total :</b>	<b>188.36</b>
126638	1/21/2021	10516 AWARDS BY NAVAJO	0720397	52989	NAMETAGS	23.71
					<b>Total :</b>	<b>23.71</b>
126639	1/21/2021	13292 BORDER TIRE	8018460	53081	TIRES	1,443.14
					<b>Total :</b>	<b>1,443.14</b>
126640	1/21/2021	10021 BOUND TREE MEDICAL LLC	83898231 83898232 83899868	53230 53230 53230	EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES	861.53 219.81 382.94
					<b>Total :</b>	<b>1,464.28</b>
126641	1/21/2021	14178 BRIGHT PLANET SOLAR	20STE-PV00381		PERMIT REFUND	198.29
					<b>Total :</b>	<b>198.29</b>
126642	1/21/2021	10876 CANON SOLUTIONS AMERICA INC	4040264295 4040264296	53113 53113	SCANNER MAINTENANCE PLOTTER MAINT & USAGE	96.78 32.84
					<b>Total :</b>	<b>129.62</b>
126643	1/21/2021	10299 CARQUEST AUTO PARTS	11102-518764 11102-518784	53083 53083	VEHICLE SUPPLIES VEHICLE REPAIR PARTS	23.91 168.50
					<b>Total :</b>	<b>192.41</b>
126644	1/21/2021	11190 CDCE INC	137777	53254 53254	MODEM & WIRELESS ROUTER	1,249.90
					<b>Total :</b>	<b>1,249.90</b>
126645	1/21/2021	10223 CHRISTIAN WHEELER ENGINEERING	51746	52775	CARLTON OAKS REDEVELOPMENT	350.00
					<b>Total :</b>	<b>350.00</b>
126646	1/21/2021	10032 CINTAS CORPORATION #694	4071543830 4071692757	53084 53084	UNIFORM/PARTS CLEANER RNTL STATION SUPPLIES	65.81 43.85


Bank code : ubgen

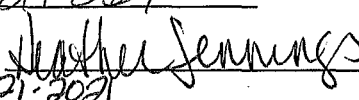
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126653	1/21/2021	11807 IMPERIAL SPRINKLER SUPPLY	(Continued) 4455668	53185	IRRIGATION SUPPLIES	30.40
			4457314	53185	IRRIGATION SUPPLIES	111.36
			4467887	53185	IRRIGATION SUPPLIES	637.85
			4470211	53185	IRRIGATION SUPPLIES	714.66
			4471193	53185	IRRIGATION SUPPLIES	111.36
			4480241	53185	IRRIGATION SUPPLIES	142.80
					<b>Total :</b>	<b>8,470.39</b>
126654	1/21/2021	10174 LN CURTIS AND SONS	INV451203	53224	WILDLAND COATS & PANTS	329.72
					<b>Total :</b>	<b>329.72</b>
126655	1/21/2021	10079 MEDICO PROFESSIONAL	20335187	53090	MEDICAL LINEN SERVICE	20.62
			20335189	53090	MEDICAL LINEN SERVICE	13.01
					<b>Total :</b>	<b>33.63</b>
126656	1/21/2021	10527 MOYNEUR, KYLE	01112021		TUITION REIMBURSEMENT	2,006.00
					<b>Total :</b>	<b>2,006.00</b>
126657	1/21/2021	10308 O'REILLY AUTO PARTS	2968-385252	53013	SHOP SUPPLIES	181.04
					<b>Total :</b>	<b>181.04</b>
126658	1/21/2021	10344 PADRE DAM MUNICIPAL WATER DIST	90000366		GROUP BILL	43,152.34
					<b>Total :</b>	<b>43,152.34</b>
126659	1/21/2021	10903 PRESSUREWASHER.NET	20-1436		EQUIPMENT REPAIR	355.29
			20-1438		EQUIPMENT REPAIR	552.02
					<b>Total :</b>	<b>907.31</b>
126660	1/21/2021	10311 ROADONE	783776	53018	VEHICLE TOWING	360.00
					<b>Total :</b>	<b>360.00</b>
126661	1/21/2021	12708 SAN DIEGO GEOGRAPHIC	SAN859	53274	GIS AERIAL IMAGERY	2,739.59
					<b>Total :</b>	<b>2,739.59</b>
126662	1/21/2021	13171 SC COMMERCIAL, LLC	1781114-IN	53077	DELIVERED FUEL	76.02
			1782897-IN	53077	DELIVERED FUEL	409.39



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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126662	1/21/2021	13171 13171 SC COMMERCIAL, LLC	(Continued)			Total : 485.41
126663	1/21/2021	13554 SC FUELS	0332096	53078	FLEET CARD FUELING	1,213.35
						Total : 1,213.35
126664	1/21/2021	10585 SHARP REES-STEALY MEDICAL	351802338		DMV EXAM	110.00
						Total : 110.00
126665	1/21/2021	14183 SILVAS, TAWNYA	1043126.001		REFUND OF OVERPAYMENT	400.00
						Total : 400.00
126666	1/21/2021	12480 UNITED SITE SERVICES	114-11465110	53173	PORTABLE TOILETS, TEMP FENCE	250.00
						Total : 250.00
126667	1/21/2021	10704 VIRTUAL GRAFFITI INC	993322	53283	BARRACUDA SECURITY RENEWAL	5,570.00
						Total : 5,570.00
32 Vouchers for bank code : ubgen						Bank total : 81,685.37
32 Vouchers in this report						Total vouchers : 81,685.37

Prepared by:   
Date: 1-21-2021

Approved by:   
Date: 1-21-2021

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126668	1/27/2021	11445 AMERICAN MESSAGING	L1072898VA		FD PAGER SERVICE	164.81
					<b>Total :</b>	<b>164.81</b>
126669	1/27/2021	10020 BEST BEST & KRIEGER LLP	LEGAL SVCS DEC 2020		LEGAL SVCS DEC 2020	55,349.10
					<b>Total :</b>	<b>55,349.10</b>
126670	1/27/2021	11513 BOND, ELLEN	02012021-263		MEADOWBROOK HARDSHIP PROC	61.55
					<b>Total :</b>	<b>61.55</b>
126671	1/27/2021	10021 BOUND TREE MEDICAL LLC	83902640 83904355 83906161	53230 53230 53230	EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES	1,073.19 624.66 1,579.70
					<b>Total :</b>	<b>3,277.55</b>
126672	1/27/2021	10478 CALIFORNIA DEPARTMENT OF	OCT-DEC 2020 SALES TAX 2020		USE TAX OCT - DEC 2020 SALES TAX 2020	2,607.00 438.00
					<b>Total :</b>	<b>3,045.00</b>
126673	1/27/2021	10299 CARQUEST AUTO PARTS	11102-518912 11102-518913	53083 53083	VEHICLE REPAIR PARTS EQUIPMENT REPAIR SUPPLIES	26.19 9.86
					<b>Total :</b>	<b>36.05</b>
126674	1/27/2021	11402 CARROLL, JUDI	02012021-96		MEADOWBROOK HARDSHIP PROC	61.70
					<b>Total :</b>	<b>61.70</b>
126675	1/27/2021	11448 CHEN RYAN ASSOCIATES INC	2020.2490	52503	SANTEE ATP	4,085.00
					<b>Total :</b>	<b>4,085.00</b>
126676	1/27/2021	12349 CHOICE LOCKSMITHING	123120FS4	53114	LOCKSMITH SERVICES	378.65
					<b>Total :</b>	<b>378.65</b>
126677	1/27/2021	10032 CINTAS CORPORATION #694	4072128675	53084	UNIFORM/PARTS CLEANER RNTL	67.80
					<b>Total :</b>	<b>67.80</b>
126678	1/27/2021	10050 CITY OF EL CAJON	121420-02		TRAINING REGISTRATION	1,755.60
					<b>Total :</b>	<b>1,755.60</b>

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126679	1/27/2021	11409 CLAYTON, SYLVIA	02012021-340		MEADOWBROOK HARDSHIP PROG	64.57
					<b>Total :</b>	<b>64.57</b>
126680	1/27/2021	12153 CORODATA RECORDS	RS4654399	53104	RECORD STORAGE, RETRIEVAL	449.15
					<b>Total :</b>	<b>449.15</b>
126681	1/27/2021	11862 CORODATA SHREDDING INC	DN1296475	53115	SECURE DESTRUCTION SERVICES	85.74
					<b>Total :</b>	<b>85.74</b>
126682	1/27/2021	10171 COUNTY OF SAN DIEGO AUDITOR &	12/2020 AGENCY REV		12/20 AGENCY PARK CITE REPT	231.25
			12/2020 DMV REVENUE		12/20 DMV PARK CITE REPT	347.25
			12/2020 PHOENIX REV		12/20 PHOENIX CITE REV REPT	802.25
					<b>Total :</b>	<b>1,380.75</b>
126683	1/27/2021	10358 COUNTY OF SAN DIEGO	21CTOFSAN06	53156	SHERIFF RADIOS	3,705.00
			21CTOFSASN06	53143	800 MHZ ACCESS (FIRE/PS)	1,738.50
					<b>Total :</b>	<b>5,443.50</b>
126684	1/27/2021	10486 COUNTY OF SAN DIEGO	CIP2018-01		COUNTY RECORDER FEE	50.00
					<b>Total :</b>	<b>50.00</b>
126685	1/27/2021	10333 COX COMMUNICATIONS	064114701		8115 ARLETTE ST	194.11
			066401501		10601 N MAGNOLIA AVE	8.56
					<b>Total :</b>	<b>202.67</b>
126686	1/27/2021	10046 D MAX ENGINEERING INC	6408	52876	2020 MS4 OUTFALL MONITORING	6,497.50
					<b>Total :</b>	<b>6,497.50</b>
126687	1/27/2021	14190 DANDELION DREAMS PHOTOGRAPHY	1703		PHOTOGRAPHY SERVICES	425.00
					<b>Total :</b>	<b>425.00</b>
126688	1/27/2021	11295 DOKKEN ENGINEERING	37951	52440	PROSPECT/MESA PEDESTRIAN CF	12,795.00
			37984	52440	CULVERT ASSESSMENT REPORT	36,255.00
					<b>Total :</b>	<b>49,050.00</b>
126689	1/27/2021	12593 ELLISON WILSON ADVOCACY, LLC	2021-01-10	53132	LEGISLATIVE ADVOCACY SERVICE	1,500.00
					<b>Total :</b>	<b>1,500.00</b>

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126690	1/27/2021	10057 ESGIL CORPORATION	12/2020		SHARE OF FEES	90,786.35
<b>Total :</b>						<b>90,786.35</b>
126691	1/27/2021	12638 GEORGE HILLS COMPANY, INC.	INV10119260	53118	LIABILITY CLAIMS ADMINISTRATIOI	1,514.96
<b>Total :</b>						<b>1,514.96</b>
126692	1/27/2021	10065 GLOBAL POWER GROUP INC	72261	53071	GENERATOR MAINT	505.00
			72262	53071	GENERATOR MAINT	695.00
			72263	53071	GENERATOR MAINT	675.00
			72264	53071	GENERATOR MAINT	695.00
			72447	53067	ELECTRICAL REPAIRS	2,567.87
			72448	53067	ELECTRICAL REPAIRS & MAINT	560.00
<b>Total :</b>						<b>5,697.87</b>
126693	1/27/2021	11196 HD SUPPLY FACILITIES	9186818579	53072	STATION SUPPLIES	93.79
<b>Total :</b>						<b>93.79</b>
126694	1/27/2021	11807 IMPERIAL SPRINKLER SUPPLY	4483611	53185	IRRIGATION SUPPLIES	136.90
			4483734	53185	IRRIGATION SUPPLIES	30.07
			4500119	53185	IRRIGATION SUPPLIES	156.18
<b>Total :</b>						<b>323.15</b>
126695	1/27/2021	10553 INTERNATIONAL INSTITUTE OF	01062021		MEMBERSHIP DUES	215.00
<b>Total :</b>						<b>215.00</b>
126696	1/27/2021	10120 KEARNY PEARSON FORD	1626872	53008	VEHICLE REPAIR PART	570.70
			1628824	53008	VEHICLE REPAIR PART	19.42
			CM1626872	53008	CR-CORE DEPOSIT	-107.75
<b>Total :</b>						<b>482.37</b>
126697	1/27/2021	10906 KRONOS INC	11705948	53280	ANNUAL SOFTWARE SUPPORT RE	3,723.54
<b>Total :</b>						<b>3,723.54</b>
126698	1/27/2021	10912 LEASK, DAVID	01142021		PARAMEDIC LICENSE RENEWAL	225.00
<b>Total :</b>						<b>225.00</b>
126699	1/27/2021	10174 LN CURTIS AND SONS	INV448144	53225	FIRE HOSE	11,514.41

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126699	1/27/2021	10174 10174 LN CURTIS AND SONS	(Continued)			<b>Total : 11,514.41</b>
126700	1/27/2021	10538 MEALS ON WHEELS	2-20-21	53199	CDBG SUBRECIPIENT	1,125.00
						<b>Total : 1,125.00</b>
126701	1/27/2021	10507 MITEL TECHNOLOGIES INC	980015569		COUNCIL CHAMBER UPGRADE	226.00
						<b>Total : 226.00</b>
126702	1/27/2021	10083 MUNICIPAL EMERGENCY SERVICES	IN1507605 IN1535424	53056 53226	EQUIPMENT MAINTENANCE STRUCTURE TURNOUTS	1,023.26 19,590.89
						<b>Total : 20,614.15</b>
126703	1/27/2021	13127 MYERS, CHRIS	405993		SAFETY BOOTS	64.64
						<b>Total : 64.64</b>
126704	1/27/2021	13056 PACIFIC SWEEPING	152901	53073	STREET SWEEPING SVCS	15,839.98
						<b>Total : 15,839.98</b>
126705	1/27/2021	10344 PADRE DAM MUNICIPAL WATER DIST	90000367		GROUP BILL	28,001.69
						<b>Total : 28,001.69</b>
126706	1/27/2021	11442 PATTERSON, LUANNE	02012021-225		MEADOWBROOK HARDSHIP PROC	59.52
						<b>Total : 59.52</b>
126707	1/27/2021	10092 PHOENIX GROUP INFO SYSTEMS	092020031	53158	PARKING CITE PROCESS SVCS	339.22
						<b>Total : 339.22</b>
126708	1/27/2021	10161 PRIZM JANITORIAL SERVICES INC	23473 23475 23476 23506 23512 26105 26236 27003 27035 27036	53074 53074 53075 53074 53075 53075 53075 53074 53074 53075	CUSTODIAL SERVICES - OFFICES CUSTODIAL SERVICES - OFFICES CUSTODIAL SERVICES - PARKS CUSTODIAL SERVICES - OFFICES CUSTODIAL SERVICES - PARKS CUSTODIAL SERVICES - PARKS CUSTODIAL SERVICES - PARKS CUSTODIAL SERVICES - OFFICES CUSTODIAL SERVICES - OFFICES CUSTODIAL SERVICES - PARKS	550.00 3,225.02 2,580.01 350.00 566.32 566.32 2,580.01 3,225.02 3,225.02 2,580.01

Voucher List  
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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126708	1/27/2021	10161 10161 PRIZM JANITORIAL SERVICES INC	(Continued)			<b>Total : 19,447.73</b>
126709	1/27/2021	10101 PROFESSIONAL MEDICAL SUPPLY	B013085 B013086 B013087 B013088	53094 53094 53094 53094	OXYGEN CYLINDERS & REFILLS OXYGEN CYLINDERS & REFILLS OXYGEN CYLINDERS & REFILLS OXYGEN CYLINDERS & REFILLS	51.03 329.16 36.00 52.92 <b>Total : 469.11</b>
126710	1/27/2021	12062 PURETEC INDUSTRIAL WATER	1855742 1855743 1855744	53061 53061 53060	DEIONIZED WATER SERVICE DEIONIZED WATER SERVICE DEIONIZED WATER SERVICE	54.69 36.47 36.47 <b>Total : 127.63</b>
126711	1/27/2021	10095 RASA	5454	53221	MAP CHECK	580.00 <b>Total : 580.00</b>
126712	1/27/2021	12256 ROE, DARLENE	02012021-318		MEADOWBROOK HARDSHIP PROG	62.56 <b>Total : 62.56</b>
126713	1/27/2021	10606 SAN DIEGO COUNTY SHERIFF'S	SHERIFF-NOV 2020		LAW ENFORCEMENT NOVEMBER 2	1,332,900.40 <b>Total : 1,332,900.40</b>
126714	1/27/2021	10606 S.D. COUNTY SHERIFF'S DEPT.	01042021	53297	CAL-ID PROGRAM	5,666.00 <b>Total : 5,666.00</b>
126715	1/27/2021	13061 SAN DIEGO HUMANE SOCIETY &	JAN-21	53110	ANIMAL CONTROL SERVICES	36,250.00 <b>Total : 36,250.00</b>
126716	1/27/2021	10702 SANTEE SANTAS FOUNDATION INC	SSDF 20-004	53243	CDBG SUBRECIPIENT	5,500.00 <b>Total : 5,500.00</b>
126717	1/27/2021	13171 SC COMMERCIAL, LLC	1784811-IN	53077	DELIVERED FUEL	617.42 <b>Total : 617.42</b>
126718	1/27/2021	13171 SC COMMERCIAL, LLC	1748291-IN	53021	PROPANE & FUEL	393.64 <b>Total : 393.64</b>
126719	1/27/2021	13554 SC FUELS	0336197	53078	FLEET CARD FUELING	662.31

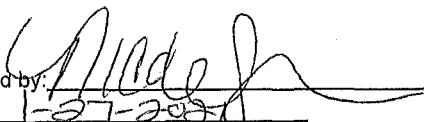

Voucher List  
CITY OF SANTEE

Bank code : ubgen

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126719	1/27/2021	13554 SC FUELS	(Continued) 0337430	53078	FLEET CARD FUELING	567.41
						<b>Total :</b>
						<b>1,229.72</b>
126720	1/27/2021	13206 SHARP BUSINESS SYSTEMS	9003111052	53139	SHARP COPIES 2021-01	932.82
						<b>Total :</b>
						<b>932.82</b>
126721	1/27/2021	14038 SINGH GROUP INC	007JANUARY	53192	DEAD ANIMAL REMOVAL SERVICE	1,312.50
						<b>Total :</b>
						<b>1,312.50</b>
126722	1/27/2021	10314 SOUTH COAST EMERGENCY VEHICLE	502032	53096	VEHICLE REPAIR PARTS	91.60
						<b>Total :</b>
						<b>91.60</b>
126723	1/27/2021	11403 ST. JOHN, LYNNE	02012021-78		MEADOWBROOK HARDSHIP PROG	61.81
						<b>Total :</b>
						<b>61.81</b>
126724	1/27/2021	10217 STAPLES ADVANTAGE	3464765993 4565620252	53097 53100	FY 20/21 OFFICE SUPPLIES-FINAN OFFICE SUPPLIES	199.36 5.92
						<b>Total :</b>
						<b>205.28</b>
126725	1/27/2021	10119 STEVEN SMITH LANDSCAPE INC	45855 45911 45912 46024 46025 46026 46027	53069 53069 53068 53069 53044 53068 53069	A1 LANDSCAPE SERVICES A1 LANDSCAPE SERVICES A3 LANDSCAPE SERVICES A1 LANDSCAPE SERVICES A 2 LANDSCAPE SERVICES A3 LANDSCAPE SERVICES A1 LANDSCAPE SERVICES	135.00 360.00 360.00 44,811.36 18,341.00 11,619.53 31,172.00
						<b>Total :</b>
						<b>106,798.89</b>
126726	1/27/2021	10133 UNDERGROUND SERVICE ALERT	1220200694 DSB20197489	53172 53172	DIG ALERT SERVICES DIG ALERT SERVICES - STATE FEE	130.45 70.85
						<b>Total :</b>
						<b>201.30</b>
126727	1/27/2021	12480 UNITED SITE SERVICES	114-11449968	53173	PORTABLE TOILETS - COVID	159.79
						<b>Total :</b>
						<b>159.79</b>
126728	1/27/2021	13949 VENTEK INTERNATIONAL	124765		DISC GOLF SUPPLIES	501.65

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126728	1/27/2021	13949 13949 VENTEK INTERNATIONAL	(Continued)			<b>Total : 501.65</b>
126729	1/27/2021	10475 VERIZON WIRELESS	9870991946 9870991947		CELL PHONE SERVICE WIFI SERVICE	1,261.72 988.26 <b>Total : 2,249.98</b>
126730	1/27/2021	10136 WEST COAST ARBORISTS INC	165871 167466 167945	53070 53070 53070	URBAN FORESTRY MANAGEMENT URBAN FORESTRY MANAGEMENT URBAN FORESTRY MANAGEMENT	4,415.00 2,100.00 4,200.00 <b>Total : 10,715.00</b>
126731	1/27/2021	10537 WETMORE'S	6900000381	53029	VEHICLE REPAIR PART	148.03 <b>Total : 148.03</b>
126732	1/27/2021	10317 WM HEALTHCARE SOLUTIONS INC	0510936-2793-6 0510937-2793-4	53030 53030	BIOMEDICAL WASTE DISPOSAL BIOMEDICAL WASTE DISPOSAL	105.79 105.79 <b>Total : 211.58</b>
126733	1/27/2021	10232 XEROX CORPORATION	012307570 012307571	53040 53041	COPIER LEASE- STATION 4 COPIER LEASE - STATION 5	318.10 308.85 <b>Total : 626.95</b>
126734	1/27/2021	10318 ZOLL MEDICAL CORPORATION	3205090	53149	EMS SUPPLIES	200.02 <b>Total : 200.02</b>
<b>67 Vouchers for bank code : ubgen</b>						<b>Bank total : 1,841,939.74</b>
<b>67 Vouchers in this report</b>						<b>Total vouchers : 1,841,939.74</b>

Prepared by:   
 Date: 1-27-2021  
 Approved by:   
 Date: 1-27-2021

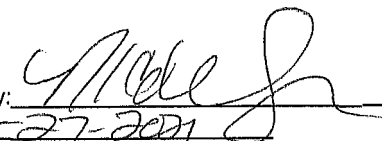
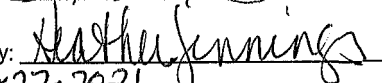


Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126735	1/27/2021	12724 AMERICAN FIDELITY ASSURANCE	D264320		VOLUNTARY INS-AM FIDELITY	5,179.62
					<b>Total :</b>	<b>5,179.62</b>
126736	1/27/2021	12903 AMERICAN FIDELITY ASSURANCE CO	2091211		FLEXIBLE SPENDING ACCOUNT	1,743.48
					<b>Total :</b>	<b>1,743.48</b>
126737	1/27/2021	12951 BERRY, BONNIE F.	February 1, 2021		RETIREE HEALTH PAYMENT	91.00
					<b>Total :</b>	<b>91.00</b>
126738	1/27/2021	10268 COOPER, JACKIE	February 1, 2021		RETIREE HEALTH PAYMENT	91.00
					<b>Total :</b>	<b>91.00</b>
126739	1/27/2021	12722 FIDELITY SECURITY LIFE	164624376		EYEMED - VOLUNTARY VISION	866.87
					<b>Total :</b>	<b>866.87</b>
126740	1/27/2021	10784 NATIONAL UNION FIRE INSURANCE	January 2021		VOLUNTARY AD&D	91.80
					<b>Total :</b>	<b>91.80</b>
126741	1/27/2021	12237 RAYON, KYLE	February 1, 2021		RETIREE HEALTH PAYMENT	91.00
					<b>Total :</b>	<b>91.00</b>
126742	1/27/2021	10335 SAN DIEGO FIREFIGHTERS FEDERAL	January 2021		LONG TERM DISABILITY-SFFA	1,416.00
					<b>Total :</b>	<b>1,416.00</b>
126743	1/27/2021	10424 SANTEE FIREFIGHTERS	PPE 01/20/21		DUES/PEC/BENEVOLENT/BC EXP	2,866.11
					<b>Total :</b>	<b>2,866.11</b>
126744	1/27/2021	12892 SELMAN & COMPANY	January 2021		ID THEFT PROTECTION	160.00
					<b>Total :</b>	<b>160.00</b>
126745	1/27/2021	10776 STATE OF CALIFORNIA	PPE 01/20/21		WITHHOLDING ORDER	308.30
					<b>Total :</b>	<b>308.30</b>
126746	1/27/2021	10001 US BANK	PPE 01/20/21		PARS RETIREMENT	553.88
					<b>Total :</b>	<b>553.88</b>
126747	1/27/2021	12930 WILLIAMS, ROCHELLE M.	February 1, 2021		RETIREE HEALTH PAYMENT	91.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126747	1/27/2021	12930	12930 WILLIAMS, ROCHELLE M.		(Continued)	Total : 91.00
126748	1/27/2021	12641	WITTORFF, VICKY DENISE	February 1, 2021	RETIREE HEALTH PAYMENT	31.00
					Total :	31.00
14 Vouchers for bank code : ubgen						Bank total : 13,581.06
14 Vouchers in this report						Total vouchers : 13,581.06

Prepared by:   
Date: 1-27-2021  
Approved by:   
Date: 1-27-2021

**MEETING DATE** February 10, 2021

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AWARDING THE CONSTRUCTION CONTRACT FOR THE CITYWIDE CRACK SEALING PROGRAM 2021 PROJECT (CIP 2021-06) AND DETERMINING A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15301(c) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

**DIRECTOR/DEPARTMENT**

Melanie Kush, Development Services 

**SUMMARY**

This item requests City Council award the construction contract for the Citywide Crack Sealing Program 2021 Project (CIP 2021-06) to American Asphalt South, Inc. in the amount of \$79,404.00. This project will seal cracks in advance of the Citywide Pavement Repair and Rehabilitation Program and the Citywide Slurry Seal and Roadway Maintenance Program, which are scheduled for implementation this summer. The project neighborhoods are in various locations throughout the City (refer to the attached project map).

On January 28, 2021, the City Clerk publicly opened and examined five sealed bids. Hardy & Harper, Inc. was the lowest bidder, with a bid amount of \$38,800.00. On February 2, 2021, Hardy & Harper, Inc. submitted a formal request to the City to be relieved of its bid due to a clerical mistake in filling out the bid schedule. Staff reviewed the request and determined that due to this mistake, Hardy & Harper Inc.'s bid was materially different than what it had intended and that it is not in the best interest of the City to award the contract to Hardy & Harper, Inc. Accordingly, staff is recommending Hardy & Harper, Inc. be relieved of its bid pursuant to Public Contract Code Section 5103, thereby allowing award to the next lowest responsive and responsible bidder, American Asphalt South, Inc., with a bid amount of \$79,404.00.

Staff also requests authorization for the Director of Development Services to approve change orders in an amount not to exceed \$19,851.00 (25% of the contract price) for unforeseen items and additional work.

**ENVIRONMENTAL REVIEW**

The project is categorically exempt from environmental review by Section 15301(c) of the Guidelines to the California Environmental Quality Act (CEQA). This section provides an exemption for the maintenance of existing facilities.

**FINANCIAL STATEMENT** 

Funding for this project is provided by State Road Maintenance and Rehabilitation Account funds available in the adopted Capital Improvement Program budget.

Design and Bidding	\$2,759.75
Construction Contract	79,404.00
Construction Change Orders	19,851.00
Construction Engineering/Management	4,000.00
Project Closeout	1,000.00
	1,000.00
<b>Total Anticipated Project Cost</b>	<b><u>\$ 107,014.75</u></b>



**CITY ATTORNEY REVIEW**     N/A     Completed

**RECOMMENDATION**    *MSB*

Adopt the attached Resolution relieving Hardy & Harper, Inc. of its bid, awarding the contract for the Citywide Crack Sealing Program 2021 project to American Asphalt South, Inc. for a total amount of \$79,404.00, authorizing the City Manager to execute the contract and authorizing the Director of Development Services to approve change orders in a total amount not to exceed \$19,851.00.

**ATTACHMENTS**

- Resolution
- Bid Summary
- Project Map
- Street List
- Request for Relief of Bid submitted by Hardy and Harper, Inc.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
AWARDING THE CONSTRUCTION CONTRACT FOR THE CITYWIDE CRACK  
SEALING PROGRAM 2021 PROJECT (CIP 2021-06) AND DETERMINING A  
CATEGORICAL EXEMPTION PURSUANT TO SECTION 15301(c) OF THE  
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, the City Clerk, on the 28<sup>th</sup> day of January, 2021 publicly opened and examined sealed bids for the Citywide Crack Sealing Program 2021 Project (CIP 2021-06) ("Project"); and

**WHEREAS**, the lowest received bid was submitted by Hardy & Harper, Inc. in the amount of \$38,800.00; and

**WHEREAS**, on February 2, 2021 Hardy & Harper, Inc. requested to be relieved of its bid due to a clerical error in filling out the bid schedule; and

**WHEREAS**, staff reviewed the request and determined that due to this mistake, Hardy & Harper Inc.'s bid was materially different than what it had intended and that it is not in the best interest of the City to award the contract to Hardy & Harper, Inc.; and

**WHEREAS**, staff accordingly recommends that the City Council grant Hardy & Harper, Inc.'s request to be relieved of its bid pursuant to Public Contract Code Section 5103; and

**WHEREAS**, in accordance with Santee Municipal Code section 3.24.100 (E), staff has determined that the bid submitted by the 2<sup>nd</sup> lowest bidder, American Asphalt South, Inc., conforms in all material respects to the requirements set forth in the invitation for bids; and

**WHEREAS**, American Asphalt South, Inc. was found to be the lowest responsive and responsible bidder with a total bid amount of \$79,404.00; and

**WHEREAS**, staff recommends awarding the construction contract to American Asphalt South, Inc. in the amount of \$79,404.00; and

**WHEREAS**, staff requests authorization for the Director of Development Services to approve changes orders in a total amount not to exceed \$19,851.00 for unforeseen change orders and additional work.

**WHEREAS**, the project is categorically exempt from environmental review by section 15301(c) of the Guidelines to the California Environmental Quality Act; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Santee, California, as follows:

**Section 1.** The request submitted by Hardy & Harper, Inc. to be relieved of its bid for the Citywide Crack Sealing Program 2021 project (CIP 2021-06) due to a clerical error in filling out the bid schedule is granted.

**RESOLUTION NO. \_\_\_\_\_**

**Section 2.** The construction contract for the Citywide Crack Sealing Program 2021 project (CIP 2021-06) is awarded to American Asphalt South, Inc. as the lowest responsive and responsible bidder in the amount of \$79,404.00 and the City Manager is authorized to execute the contract on behalf of the City.

**Section 3.** The Director of Development Services is authorized to approve change orders in a total amount not to exceed \$19,851.00 for unforeseen items and additional work.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 10<sup>th</sup> day of February, 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

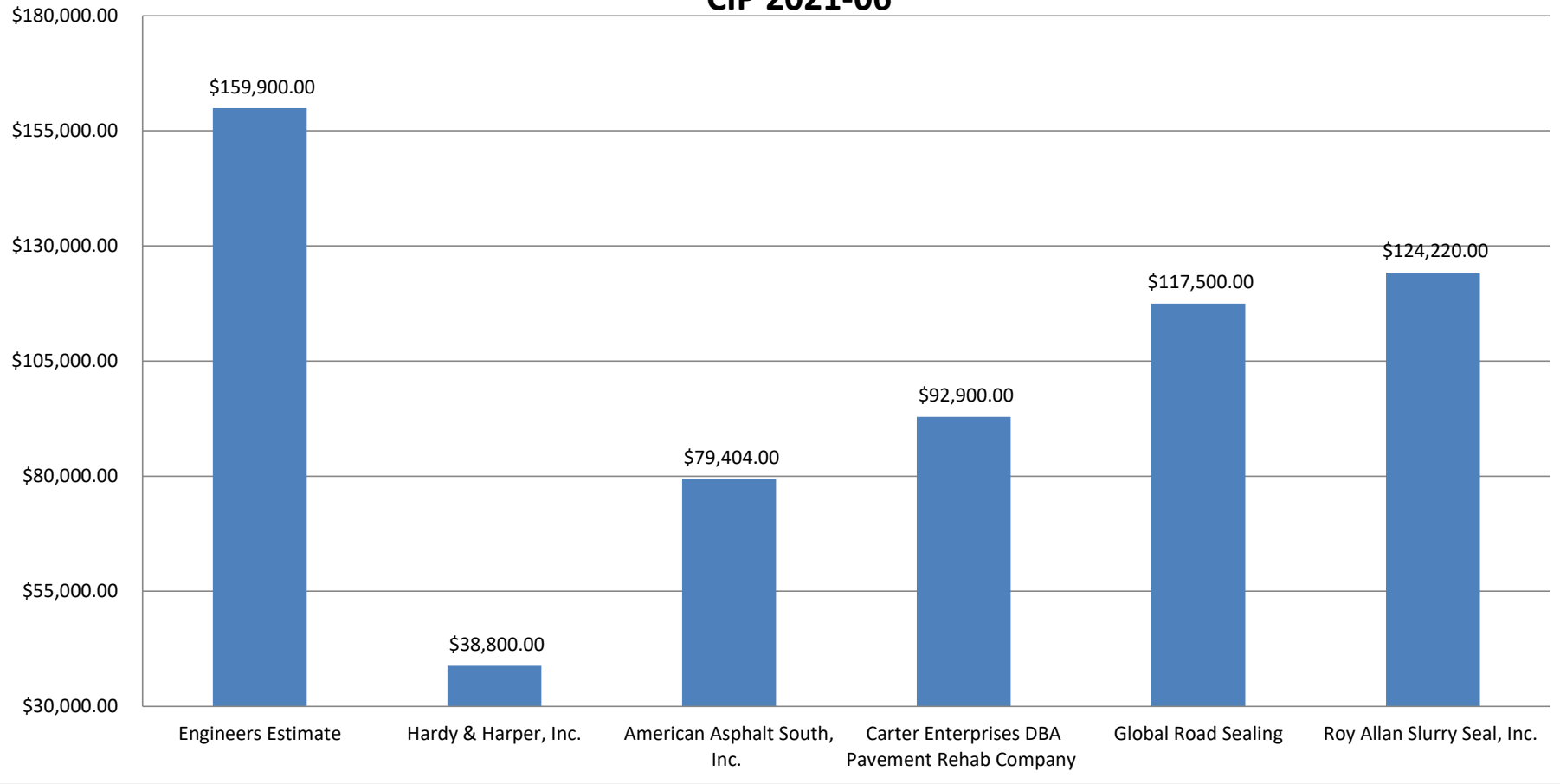
**APPROVED:**

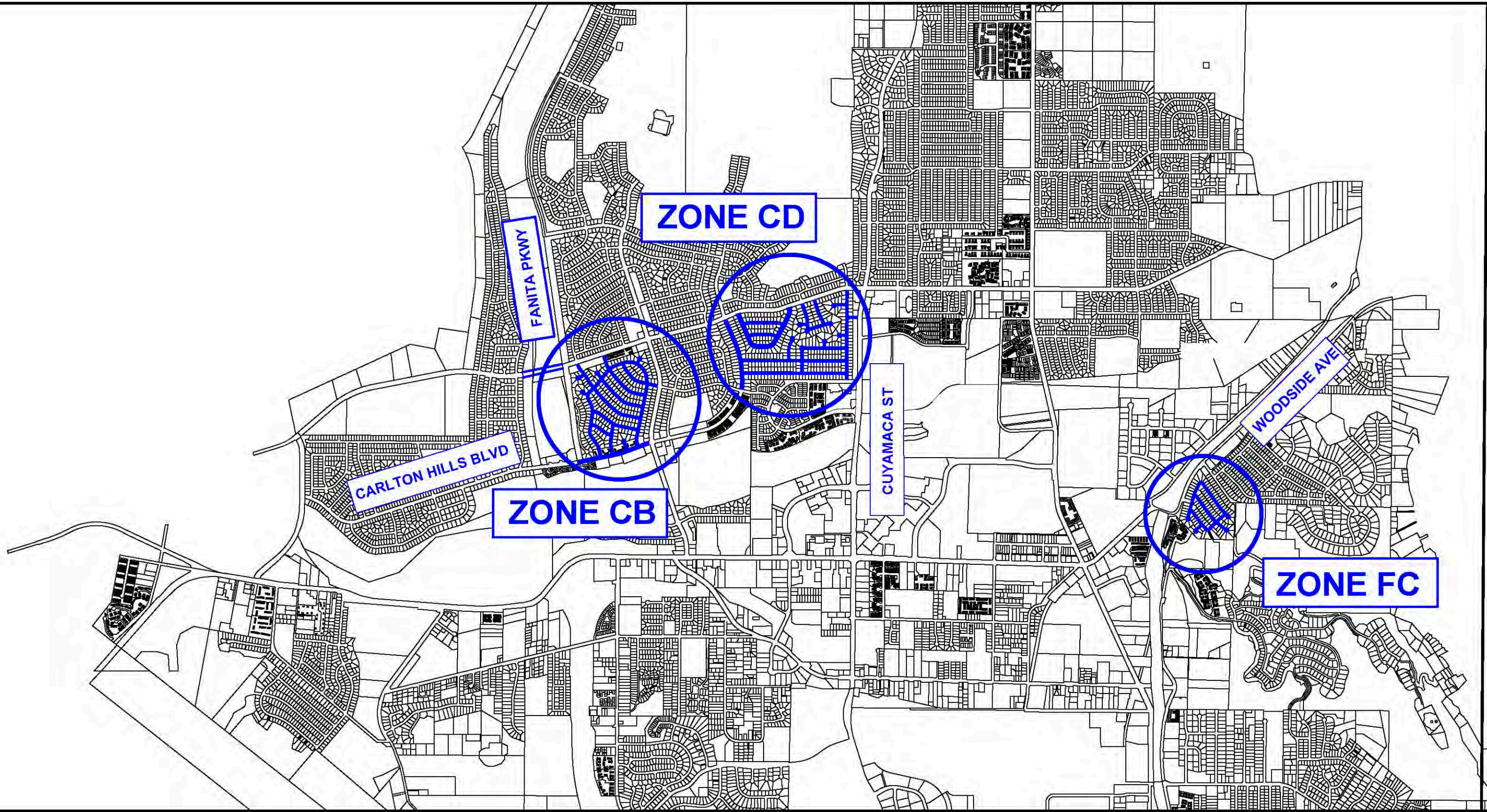
\_\_\_\_\_  
**JOHN W. MINTO, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ANNETTE ORTIZ, CMC, CITY CLERK**

## CITYWIDE CRACK SEALING PROGRAM 2021 CIP 2021-06





**EXHIBIT A**  
**CITYWIDE CRACK SEALING**  
**PROGRAM 2021, CIP 2021-06**





CITYWIDE CRACK SEALING PROGRAM 2021 (CIP 2021-06)

Street Name	From Street	To Street
<b>Zone CB</b>		
Arnaz Wy	W Heaney Cr	Woodruff Wy
Carlton Hills Blvd	Carlton Hills Blvd	Fanita Pakway
Darcy Ct	Carlton Oaks Dr	End
Dunbarton Rd	Mast Bl	E Heaney Cr
E Heaney Cr	W Heaney Cr	Carlton Oaks Dr
Ellenbee Rd	W Heaney Cr	E Heaney Cr
Knowlton Ct	W Heaney Cr	End
Maranda Dr	Mast Bl	E Heaney Cr
Maureen Ct	E Heaney Cr	End
Ruffin Rd	E Heaney Cr	End
Rupp Ct	Maranda Dr	End
Stoyer Dr	Carlton Hills Blvd	E Heaney Cr
W Heaney Cr	Carlton Oaks Dr	E Heaney Cr
Woodruff Wy	Carlton Oaks Dr	Ellenbee Rd

<b>Zone FC</b>		
Collinwood Dr	End	End
Crystal Springs Rd	Collinwood Dr	End
Eddington Rd	Collinwood Dr	Collinwood Dr
Chantilly Ct	Chantilly Ct	End

Street Name	From Street	To Street
<b>Zone CD</b>		
Abbeyfield Rd	Halberns Bl	Cambury Dr
Abbeywood Rd	Halberns Bl	Cambury Dr
Cambury Ct	Cambury Rd	End
Cambury Dr	Mast Bl	End
Castaic Ct	Ryder Rd	End
Corey Ct	Abbeywood Rd	End
Frascati Wy	Hartland Cr	Hartland Cr
Halberns Blvd	Mast Bl	Stoyer Dr
Hartland Cr	Mast Bl	Mast Bl
Hume Rd	Mast Bl	Castaic Ct
Nicole Wy	Abbeyfield Rd	Ramo Rd
Nyler Ct	Cambury Rd	End
Ramo Ct	Ramo Rd	End
Ramo Rd	Nicole Wy	Cambury Dr
Rawlins Wy	Hartland Cr	Hartland Cr
Ryder Ct	Ryder Rd	End
Ryder Rd	Mast Bl	Castaic Ct



February 2, 2021

City of Santee  
Department of Development Services  
10601 Magnolia Avenue, Building 4  
Santee, CA 92071-1266

Attn: Toby M. Espinola, P.E.  
Senior Civil Engineer

Re: Citywide Crack Sealing Program 2021  
CIP No. 2021-06

Subj: Relief of Bid

Gentlemen:

Pursuant to California Public Contract Code 5103, Hardy & Harper, Inc. is hereby requesting to be relieved of the above referenced bid, which bid on Thursday, January 28, 2021 at 10:00AM.

In our request for "Relief of Bid", we have shown the following grounds for relief as follows:

- ❖ The totals were entered incorrectly between the estimator and bid coordinator.
- ❖ The mistake was made in filling out the bid and not due to error in judgement or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

We respectfully request to be relieved of this Bid and request that our Bid Bond be returned. Should you have any questions, please call (714) 444-1851.

Sincerely,

  
Tanner Hambright  
Vice President

**MEETING DATE** February 10, 2021

**ITEM TITLE APPROVAL OF A JOINT EXERCISE OF POWERS AGREEMENT (JEP A) AMONG THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, CITIES OF POWAY AND SANTEE FOR THE OPERATION AND MAINTENANCE OF GOODAN RANCH REGIONAL PARK**

**DIRECTOR/DEPARTMENT** Bill Maertz, Community Services

**SUMMARY**

The County of San Diego, State of California Department of Fish and Wildlife, City of Poway and City of Santee ("Public Agencies") acquired 321 acres known as the Goodan Ranch Regional Park around the year 1991. After acquisition of the park, the Public Agencies drafted a property management plan which designated the County as the lead agency responsible for management of the property consistent with the wildlife and vegetation protection. Initially the City had 17.5 acres of conservation credits. The City has used credits for projects such as Shadow Hill Park, Town Center Community Park, and the San Diego River Pedestrian/Bicycle Trail Extension Project. The City has 3.3 acres of conservation credits remaining.

The original JEP A has expired, and the Public Agencies now desire to agree to an updated method and the authority among the Public Agencies for the purpose of planning, design, and operation of the Goodan Ranch Regional Park. The County is designated as the agency that will draft, maintain, and operate a Resource Management Plan for the park, on behalf of the Public Agencies.

The new agreement will be in effect for 25 years from the effective date, or until terminated. City staff is aware of no complaints about the function or content of the agreement and recommends approval.

**ENVIRONMENTAL REVIEW**

The City's approval of the agreement is not subject to environmental review under the California Environmental Quality Act ("CEQA") because it is not a "project" (14 Cal. Code Regs., § 15378) as it would not result in a physical change in the environment. Further, the agreement does not have a potential for causing a significant effect on the environment (14 Cal. Code Regs., § 15061(b)(3)). Lastly, the agreement is categorically exempt from environmental review because it consists of an action taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource (or protection of the environment), where the regulatory process involves procedures for the protection of the environment (14 Cal. Code Regs., §§ 15307, 15308.)

**FINANCIAL STATEMENT**

No direct fiscal impact with this action. Any future expenditures would be subject to approval by the City Council.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION**

- 1) Approve the JEP A between the City of Santee, State of California, County of San Diego and City of Poway.
- 2) Authorize the City Manager to execute the JEP A.

**ATTACHMENT**

- 1) Joint Exercise of Powers Agreement



JOINT EXERCISE OF POWERS AGREEMENT  
 AMONG THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA,  
 CITIES OF POWAY AND SANTEE  
 FOR  
 THE OPERATION AND MAINTENANCE  
 OF GOODAN RANCH REGIONAL PARK

This Joint Exercise of Powers Agreement (**Agreement**) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (**Effective Date**) by and among the City of Poway, a municipal corporation (**City of Poway**), the City of Santee, a municipal corporation (**City of Santee**), the State of California acting by and through the California Department of Fish and Wildlife (**State** or **CDFW**), and the County of San Diego, a political subdivision of the State of California (**County**), and together with the City of Poway, the City of Santee, and CDFW hereinafter referred to individually sometimes as a **Public Agency**, and collectively as **Public Agencies**.

WITNESSETH

WHEREAS, the Public Agencies are each empowered by law to acquire sites and to plan and design public facilities and appurtenances for park and open space purposes; and

WHEREAS, the Public Agencies each own an undivided percentage interest in approximately 321 acres of real property located in the County of San Diego commonly known as the Goodan Ranch Regional Park (**Park**), which is described in **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, the Public Agencies acquired the Park to create an area for habitat preservation and enhancement, passive recreation, and educational opportunities benefiting the public; and

WHEREAS, after acquisition of the Park, the Public Agencies agreed to manage the Park pursuant to that certain Joint Exercise of Powers Agreement for the Operation and Maintenance of Goodan Ranch Regional Park dated November 7, 1995 (**Original JEPA**) and that certain Land Management Plan approved by the Goodan Ranch Policy and Operational Committees on July 23, 1999 (**Original Plan**); and

WHEREAS, the Original Plan designated the County as the lead agency responsible for management of the Park in cooperation with the other Public Agencies; and

WHEREAS, the Original Plan required the Park be managed in a manner consistent with the protection of certain wildlife and plant communities, including without limitation the protection of all threatened or endangered wildlife species which are known to, or may, exist at the Park; and

WHEREAS, the Park is considered part of the Multiple Species Conservation Program, South County Subarea Plan; and

WHEREAS, the Original JEPA has expired and the Original Plan is no longer in effect; and

WHEREAS, the Public Agencies now desire to enter into this Agreement to (among other things) update the duties of the Public Agencies for the purpose of planning, design, and operation of the Park in accordance with the Resource Management Plan (**RMP**) for the Park; and

WHEREAS, the Public Agencies wish to coordinate continued planning, design, operation, maintenance, and management of the Park for the benefit of their citizens and others by jointly exercising their common powers in the manner set forth in this Agreement; and

WHEREAS, the Public Agencies wish to vest power in the County to draft and, after approval by the Policy Committee (defined below), implement a new RMP for the operation, management, and maintenance of the Park on behalf of the Public Agencies pursuant to the terms of the approved RMP and this Agreement; and

WHEREAS, the Effective Date of this Agreement will be backdated to begin the day following the expiration date of the Original JEPA.

**NOW, THEREFORE**, the Public Agencies, for and in consideration of the mutual benefits, promises, and agreements set forth herein agree as follows:

#### SECTION 1. AUTHORITY; PURPOSE

This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500, hereinafter referred to as the **Act**) relating to the joint exercise of powers common to public agencies. The Public Agencies possess the powers referred to in the above recitals.

The purpose of this Agreement is for the Public Agencies to exercise their powers jointly by agreeing to the roles and responsibilities of the Public Agencies for the planning, design, maintenance, management, and operation of the Park, and to vest in the County the authority to plan, design, operate, maintain, and manage the Park.

The County will continue to operate, manage and maintain the Property in a manner consistent with the RMP, and may request funding for the management, operations, maintenance, and development of the Park. The Public Agencies may, but are not obligated to, contribute funding to the County for such purposes.

#### SECTION 2. TERM

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for twenty-five (25) years from the Effective Date unless terminated by the Public Agencies pursuant to Section 7, Termination and Withdrawal.

### SECTION 3. DESCRIPTION

The real property to be planned, designed, maintained, managed, and operated pursuant to this Agreement shall be within the Park described on **Exhibit A**.

### SECTION 4. POLICY COMMITTEE

The Public Agencies shall form a policy committee (**Policy Committee**) consisting of four (4) members: one representative appointed by each of the governing bodies of the County, the City of Poway, and the City of Santee, and one representative from CDFW. An alternate member shall also be appointed by each of the Public Agencies. For purposes of conducting business, a quorum of the Policy Committee will consist of three (3) members (each from a separate Public Agency). In the absence of a quorum, a single member present may move to adjourn.

The Policy Committee will meet annually on the 2<sup>nd</sup> Thursday in May to review Park management, maintenance, and operation plans for the following year.

### SECTION 5. RESOURCE MANAGEMENT PLAN

The Original Plan for the Park expired upon expiration of the Original JEPA. The Policy Committee shall approve the RMP for the Park. In accordance with the terms of this Agreement, the operation, management, maintenance, and preservation of the biological and cultural resources within the Park shall be guided by the approved RMP and this Agreement. Resource management plans are living documents that may be amended over time to address changes due to catastrophic events (e.g. wildfires), to add newly observed species, and to add information for newly acquired property; provided however the Policy Committee must approve any amendment to the RMP that affects the Park. Exercise of joint powers by the Public Agencies pursuant to the terms of this Agreement is subject to the RMP. The controlling and most current version of the RMP will be maintained by the County, and can be found at [www.sdparks.org](http://www.sdparks.org) or by request to the County in writing.

### SECTION 6. ADMINISTRATION

Day-to-day administration of this Agreement, including preparation of agendas, maintenance of records, minutes and meeting, and conformance to other legally required processes pertaining to records, purchases, etc. shall be the responsibility of the County. Administration of this Agreement shall be provided on behalf of the State of California Department of Fish and Wildlife by the Region 5 Senior Biologist; on behalf of the County by the Director of the Department of Parks and Recreation; on behalf of the City of Poway by the City Manager; and on behalf of the City of Santee by the City Manager.

### SECTION 7. AGENCY TERMINATION AND WITHDRAWAL

- A. Termination. This Agreement may be terminated by the mutual written consent of all of the Public Agencies; provided, however, the foregoing shall not be construed as limiting the rights of a Public Agency to withdraw from participation as described in Section 7(B).
- B. Withdrawal. Any Public Agency may withdraw from participation in this Agreement

upon sixty (60) days prior written notification to the other Public Agencies, and this Agreement shall be amended to reflect the withdrawal. Any contributions made by the withdrawing Public Agency toward the development, operation, maintenance, management, and preservation of the Park shall be retained by the Park for those purposes.

#### SECTION 8. GOVERNING LAW

This Agreement shall in every respect be binding upon the Public Agencies and their respective successors and assigns. This Agreement shall be governed by the laws of the State of California.

#### SECTION 9. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

#### SECTION 10. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

#### SECTION 11. EXECUTION

This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement, and it is also understood and agreed that separate counterparts of this Agreement may be separately executed by each of the City of Poway, City of Santee, State, and County, all with the same full force and effect as though the same counterpart has been executed simultaneously by each.

#### SECTION 12. NOTICE

Any notices and notices required or permitted to be given pursuant to this Agreement may be personally served on the other parties by the party giving such notice, or may be served on the other parties by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

##### State of California

Ed Pert, Regional Manager  
California Department of Fish and Wildlife  
3883 Ruffin Rd  
San Diego, CA 92123

##### County of San Diego

Brian Albright, Director  
Department of Parks and Recreation  
5500 Overland Ave, Suite 410  
San Diego, CA 92123

(858) 467-4210

(858) 565-3600

City of Poway

City of Santee

Wendy Kaserman, Assistant City Manager  
City of Poway  
13325 Civic Center Drive  
Poway, CA 92064  
(858) 668-4501

Marlene Best, City Manager  
City of Santee  
10601 Magnolia Avenue  
Santee, CA 92071  
(619) 258-4100

SECTION 13. ENTIRE AGREEMENT; AMENDMENT

This Agreement contains the entire Agreement of the parties concerning the subject matter hereof and supersedes prior and contemporaneous negotiations, agreements, representations, and discussions, written or oral, relating thereto. This Agreement shall not be modified, except by written instrument executed by all the parties. Any reference to the Agreement includes any amendments, renewals or extensions now or hereafter approved by the parties in writing.

**CITY OF POWAY**, a California municipal corporation

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

**CITY OF SANTEE**, a California municipal corporation

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

**STATE OF CALIFORNIA** acting by and through the **CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

\_\_\_\_\_  
Regional Manager

Date: \_\_\_\_\_

**COUNTY OF SAN DIEGO**, a political subdivision of the State of California

\_\_\_\_\_  
Director of Department of Parks & Recreation

Date: \_\_\_\_\_



APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Office of County Counsel, Senior Deputy

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
City of Poway

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
City of Santee

Date: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF GOODAN RANCH REGIONAL PARK

#### PARCEL 1:

THE NORTHEAST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 28, TOWNSHIP 14 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED FEBRUARY 24, 1876.

EXCEPTING FROM THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER THE WEST HALF OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND HYDROCARBON SUBSTANCES UNDER, IN OR ON THE ABOVE DESCRIBED PROPERTY AS RESERVED IN DEED FROM AMY F. KOCH, FORMERLY AMY F. HOLMES, AND HERBERT W. KOCH, HUSBAND AND WIFE, TO CHARLES BOOKPRINTER, DATED NOVEMBER 6, 1922 AND RECORDED NOVEMBER 13, 1922 IN BOOK 915, PAGE 178 OF DEEDS.

#### PARCEL 2:

ALL THOSE PORTIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2 IN TOWNSHIP 14 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY THEREOF APPROVED FEBRUARY 24, 1876, LYING EASTERLY AND SOUTHEASTERLY OF THE CENTER LINE OF THE COUNTY ROAD AS SAID COUNTY ROAD IS REFERRED TO IN THE JUDGMENT AND DECREE IN CONDEMNATION ENTERED IN THE CASE OF THE UNITED STATES OF AMERICA VS. ARTHUR L. CORDEZ, ET AL. A CERTIFIED COPY OF WHICH JUDGMENT AND DECREE IS RECORDED IN BOOK 1588 PAGE 117 OF OFFICIAL RECORDS.

**MEETING DATE** February 10, 2021

**ITEM TITLE** A PUBLIC HEARING TO ASSESS COMMUNITY DEVELOPMENT NEEDS AND TO SOLICIT PROPOSALS FOR PROGRAM YEAR 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME PROGRAM FUNDING CONSISTENT WITH THE CONSOLIDATED PLAN

**DIRECTOR/DEPARTMENT** Development Services, Melanie Kush 

**SUMMARY**

**CDBG Program** - The federal Community Development Block Grant (CDBG) Program promotes viable urban communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for low- and moderate-income persons. There is uncertainty regarding the amount of CDBG funding that will be available to the City for Program Year (PY) 2021 (July 2021 through June 2022); however, the timeline for submission of an annual CDBG application requires the City to begin the process of prioritizing CDBG-funded activities in February. For planning purposes, it is estimated that the City's PY 2021 allocation will be \$272,215, which is the average of the allocations for the past three years and 1.2% less than the PY 2020 allocation. In addition, \$5,886 in program income (\$10) and the carry forward of prior-year unexpended funds (\$5,876) would bring the estimated total amount available for allocation in PY 2021 to \$278,101.

A request for proposals was published on December 11, 2020, with applications due to the City by January 11, 2021. The City received seven Public Service applications for PY 2021 CDBG funding totaling \$55,500, in addition to the City's requests for Administrative Activities and Public Facilities funding, as detailed in the attached report and summary of applications.

**Home Program** – The HOME Program provides funding for housing acquisition/rehabilitation, construction, rental assistance and home ownership assistance. The City of Santee participates in HOME funding through a consortium including five other cities and the County of San Diego. The County administers HOME-funded programs on behalf of consortium members, including a first-time homebuyer down payment assistance loan program. In 2020, one loan for the purchase of a home in Santee was completed and one loan has been approved in 2021 thus far.

**ENVIRONMENTAL REVIEW**

This item is exempt from environmental review under the California Environmental Quality Act ("CEQA") by CEQA Guidelines section 15061(b)(3).

**FINANCIAL STATEMENT** 

No funding decisions will be made at this meeting. Allocations of CDBG funding will be determined during the second public hearing to be conducted on February 24, 2021.

**CITY ATTORNEY REVIEW**  N/A •  Completed

**RECOMMENDATION** 

Open the public hearing, receive public testimony, and continue the public hearing to February 24, 2021.

**ATTACHMENTS**

Staff Report

Summary of Requests

Applications



## STAFF REPORT

### A PUBLIC HEARING TO ASSESS COMMUNITY DEVELOPMENT NEEDS AND TO SOLICIT PROPOSALS FOR PROGRAM YEAR 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME PROGRAM FUNDING CONSISTENT WITH THE CONSOLIDATED PLAN

CITY COUNCIL MEETING OF FEBRUARY 10, 2021

#### A. CDBG BACKGROUND

The Community Development Block Grant (CDBG) program is administered by the U.S. Department of Housing and Urban Development (HUD). Cities with over 50,000 in population (“Entitlement Cities”) are provided the opportunity to apply for a direct allocation of CDBG funds. Entitlements are based on a formula that factors in population, the extent of poverty, housing overcrowding, and age of housing. Each city must develop a five-year Consolidated Plan and a one-year Action Plan which is updated each year and reflects input received from citizens.

#### B. CDBG PROGRAM GUIDELINES

CDBG activities proposed by the City must meet CDBG regulations regarding program objectives and eligibility criteria. Determination of project eligibility is a two-step process. Each program/project must meet one of three National Objectives of the CDBG program and it must also be consistent with program regulations as an appropriate activity.

The primary CDBG objective is the development of viable communities, including decent housing and a suitable living environment, and the expansion of economic opportunity, principally for persons of low- and moderate-income. Each activity must meet one of the following national objectives:

1. Benefit low- and moderate-income families.

At least 70 percent of the grantee’s allocation must be spent for activities benefiting low- and moderate-income City residents. The three most common ways of meeting this objective are:

- a. Activities that benefit an area dominated by a low-income population.
- b. Activities requiring income data for each applicant.
- c. Activities that benefit a limited clientele who are generally presumed to be principally low- and moderate-income. Categories of limited clientele allowed by HUD include abused children, battered spouses, elderly persons, handicapped persons, homeless persons, illiterate persons and migrant farm workers.

2. Aid in the prevention or elimination of slums or blight.

Activities considered to aid in the prevention or elimination of slums or blight are activities within a delineated area which meets a definition of slum,

blighted, deteriorated, or deteriorating under state or local law, or where there is a substantial number of deteriorating or dilapidated buildings and improvements are needed throughout the area.

3. Address community needs having a particular urgency.

This national objective is rarely used because it is extremely restrictive. The urgent condition must be recent and pose a serious and immediate threat to the health or welfare of the community. There can be no other source of financing available to meet the needs in this category.

**C. PUBLIC PARTICIPATION AND ALLOCATION PROCESS**

Public participation is an important part of the CDBG process. Two public hearings are required to meet the HUD requirements for citizen participation. In accordance with Code of Federal Regulations (CFR) Title 24, "Housing and Urban Development", Section 570.704, the City initiated the CDBG application process by publishing a Notice of Funding Availability for Program Year 2021 on December 11, 2020 in the East County Californian, as well as posting the Request for Proposals on the City's website. Applications were due to the City on January 11, 2021.

Notice of the February 10, 2021 public hearing was published in the East County Californian on January 29, 2021. All applications which were received in accordance with the deadline were made available for public review and comment. In this way, citizens are afforded an opportunity to examine the contents of all applications received and to provide comments prior to City Council decision on the funding of qualified applications, in compliance with Code of Federal Regulations (CFR) Title 24.

**D. AVAILABLE CDBG FUNDS AND REQUESTS FOR FUNDING**

The CDBG allocation to the City of Santee for Program Year 2020 was \$275,519. As of February 2, 2021, HUD had not announced the amount that the City of Santee will be allocated for Program Year 2021. However, the schedule for preparation of annual Action Plans by the City of Santee and the County of San Diego requires that public input be solicited at this time and a tentative plan for funding activities in Program Year 2021 be approved and submitted to HUD no later than May 15<sup>th</sup>. Due to uncertainty regarding the budget for HUD programs, for planning purposes, staff estimates that the City of Santee's Program Year 2021 allocation will be \$272,215, which is the average of the three prior Program Year allocations and 1.2% less than the PY 2020 allocation. In addition, program income (\$10) from Program Year 2019 and prior-year unexpended funds (\$5,876) bring the total estimated amount available for allocation in Program Year 2021 to \$278,101.

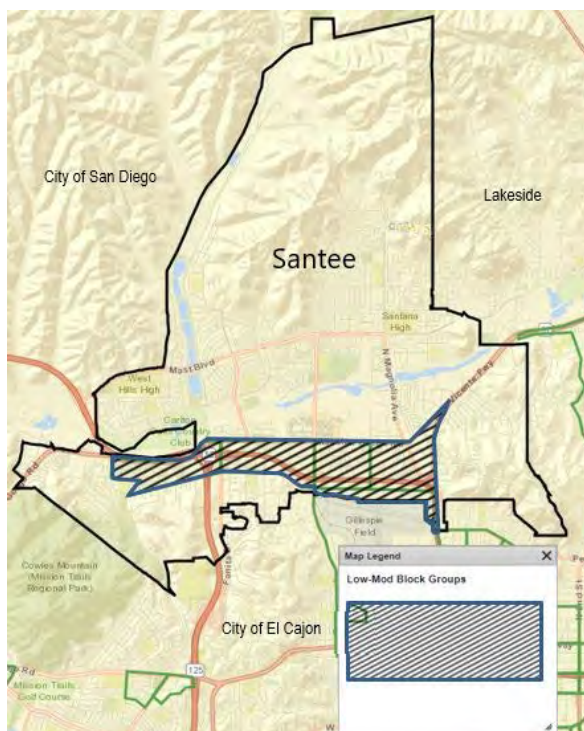
HUD regulations impose a 15% cap on the amount of CDBG funds which can be allocated to Public Service activities and a 20% cap on Administrative Activities

(including program income but excluding prior year carry forwards). Prior year carry forwards can only be allocated to Public Facilities.

**Public Facilities Funding**

In October 2011, the City Council approved a Section 108 loan (a loan secured by future allocations of CDBG funding) in the amount of \$1.4 million. The Section 108 loan funded improvement to Buena Vista Avenue and Railroad Avenue. The final debt service payment is scheduled to be made on August 1, 2021. However funding for the final payment has been allocated from the current CDBG budget, so no funding for the final loan payment needs to be allocated in Program Year 2021.

Based on the payoff of the Section 108 Loan used for the Buena Vista/Railroad Avenue project staff is evaluating different options for future CDBG funded public facility improvements. Options eligible for CDBG funding include the construction, reconstruction, and the rehabilitation of public infrastructure. Maintenance costs for public infrastructure are not eligible. Eligible projects include streets, sidewalks, curbs and gutters, parks, playgrounds, flood and drainage improvements, parking lots, and the installation of trees. Additionally, any project selected should be located in the Low- and Moderate-Income Census Block area of Santee (see map).



Staff is currently evaluating options for CDBG public facilities funding, which may include another Section 108 Loan for a large project, or funding smaller improvements on an annual basis.

**SUMMARY OF ESTIMATED EXPENDITURES**

ACTIVITY	CAP	AMOUNT AVAILABLE PER CAP	AMOUNT REQUESTED
Public Service Activities	15%	\$ 40,831	\$ 55,500
Administrative Activities	20%	\$ 54,440	\$ 54,440
Public Facilities	None	\$ 182,830	\$ 182,830
		<b>\$ 278,101</b>	<b>\$ 292,770</b>

Requested in excess of projected funding

\$ 14,669

**E. HOME PROGRAM**

The Home Investment Partnerships (HOME) Program is a federal program administered by the U.S. Department of Housing and Urban Development (HUD). The intent of the HOME Program is to provide decent affordable housing to lower-income households, expand the capacity of nonprofit housing providers, strengthen the ability of state and local governments to provide housing and leverage private-sector participation. Eligible HOME program uses include housing acquisition, housing rehabilitation, homebuyer assistance, housing construction and rental assistance.

Since 1997, the City has used HOME funds for the First Time Homebuyer Program (FTHB), providing down payment assistance via a deferred loan for low income first time homebuyers. A total of 105 loans have been funded since the inception of the program.

The City of Santee participates in HOME funding through a consortium comprised of the County of San Diego and the Cities of Encinitas, Carlsbad, La Mesa, San Marcos and Vista to administer Federal HOME funds. The County of San Diego acts as the administrator of the consortium. Low income persons seeking down payment and closing cost assistance for the purchase of a home in Santee submit an application to the County of San Diego Department of Housing and Community Development for underwriting and loan origination. During Calendar Year 2020, one loan for the purchase of a Santee home was completed, and one has been completed in Calendar Year 2021.

**F. RECOMMENDATION**

Open the public hearing, receive public testimony, and continue the public hearing to February 24, 2021.

**ATTACHMENT 2**

**SUMMARY OF REQUESTS**

<b>PUBLIC SERVICES</b>		<b>AMOUNT OF PY 2021 REQUEST</b>	<b>PROPOSED USE</b>	<b>PY 2019 ACCOMPLISHMENTS/ PY 2020 GRANT*</b>
1	Cameron Family YMCA / Santee Aquatics Center	\$5,000	Scholarships for day camp, swim lessons, gymnastics and enrichment activities.	35 persons assisted/ PY 2020 Grant: \$0
2	Crisis House	\$8,500	Services to assist victims of domestic violence and prevent homelessness	180 persons assisted/ PY 2020 Grant: \$6,852
3	ElderHelp	\$5,000	Support home-bound seniors to maintain their independence.	46 persons assisted/ PY 2020 Grant: \$3,000
4	Meals-on-Wheels	\$5,000	Delivery of 2 meals per day to homebound seniors	104 persons assisted/ PY 2020 Grant: \$4,500
5	Santee Food Bank	\$20,000	Emergency food assistance for LMI Santee residents.	13,757 persons assisted PY 2020 Grant: \$14,000
6	Santee Santas	\$7,000	Provide food assistance to LMI Santee families through the Holiday Food Program.	641 persons assisted/ PY 2020 Grant: \$5,500
7	Voices for Children	\$5,000	Provide Court Appointed Special Advocates (CASAs) to assist income qualified foster children	Not a Subrecipient in PY 2019 PY 2020 Grant: \$4,000

**Total Requests:           \$ 55,500**

**Projected Cap Amount       \$ 40,831**

\*Program Year 2020 Grant amounts do not include CDBG funds that were redirected to coronavirus response activities.



**ATTACHMENT 2**

**SUMMARY OF REQUESTS**

<b>ADMINISTRATION</b>		<b>AMOUNT OF PY 2021 REQUEST</b>	<b>PROPOSED USE</b>	<b>PY 2019 ACCOMPLISHMENTS/ PY 2020 GRANT</b>
1	CSA San Diego County	\$15,500	On behalf of the City of Santee, conduct fair-housing testing and counseling. Provide tenant/landlord mediation services	160 persons assisted with housing services/ PY 2020 Grant: \$15,500
2	City of Santee	\$ 38,940	Administration of CDBG Program and Subrecipient Agreements	Maintained compliance with program regulations. PY 2020 Grant: \$39,588

**Total Requests:           \$ 54,440** (Projected cap amount)

<b>PUBLIC FACILITIES</b>		<b>AMOUNT OF PY 2021 REQUEST</b>	<b>PROPOSED USE</b>	<b>PY 2019 ACCOMPLISHMENTS/ PY 2020 GRANT</b>
1	City of Santee - Section 108 Loan Debt Service	\$ 0	Debt services for Buena Vista/ Railroad Avenue Neighborhood Road Improvements	Project complete.
2	City of Santee - Section 108 Loan Debt Service Reserve	\$ 0	Provide for a reserve fund to cover debt service should future CDBG allocations fall below required amount.	PY 2020 Reserve: \$85,390
3	City of Santee - To Be Determined	\$ 182,830	Provide funding for sidewalk or ADA improvements in LMI Census Blocks or to be re-allocated to Coronavirus response activities, if allowed.	Not Applicable

**Total Requests:           \$ 182,830** (Projected available balance)

**GRAND TOTAL:           \$ 292,770**

**ATTACHMENT 3**  
**APPLICATIONS FOR FUNDING**

PUBLIC SERVICES

Cameron Family YMCA..... 1  
Crisis House.....5  
ElderHelp of San Diego..... 12  
Meals-On-Wheels Greater San Diego County..... 17  
Santee Food Bank.....21  
Santee Santas Foundation Inc. ....24  
Voices for Children.....30

ADMINISTRATION

CSA San Diego County.....36

**City of Santee**  
**Community Development Block Grant Program**  
**APPLICATION FOR FUNDING**  
**Program Year 2021**

**GENERAL INFORMATION:** Date: 1/11/2021

Agency Name: Cameron Family YMCA  
Agency Address: 10123 Riverwalk Dr, Santee, CA 92071

Phone: (619) 449-9622 Fax: (619) 449-9624  
E-mail: cameronfeedback@ymcasd.org

Project/Program Contact Person (Name and Title): Stephanie Chapel Yoo  
Project/Program Location: Cameron Family YMCA

Phone: (619) 550-8360 Fax: (619) 449-9624  
E-mail: schapelyoo@ymcasd.org

Type of Project (check one):  
Public Service Activity   
Public Improvement (Construction)   
Acquisition of property   
Other (describe)

**FUNDING INFORMATION:**

Amount Requested from Santee: \$ \$5,000

**Note: The Department of Housing and Urban Development's (HUD) recommended minimum funding level per CDBG funded activity of \$5,000.**

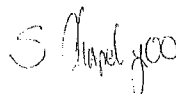
Total Project/Program Budget: \$22,913.00

Source of Other Funds: 2021-2022 Annual Campaign contributions from individuals, companies and foundations recruited by YMCA staff, volunteers and our Board of Advisors comprised of local leaders will also seek funding for the scholarship program.

Applicant Certification:

To the best of my knowledge and belief, the information contained in this application is true and correct; the document has been duly authorized by the governing body of the applicant; and the applicant will comply with all assurances, federal, state and local laws and regulations if funding is approved.

Stephanie Chapel Yoo  
Type or Print Your Name and Title



Signature

**RECEIVED**

**JAN 11 2021**

Dept. of Development Services  
City of Santee

**City of Santee**  
**Community Development Block Grant Program**  
**APPLICATION FOR FUNDING**  
**Program Year 2021**

- A.** Briefly describe the purpose of the project, the population to be served, the area to be benefited and estimated number of Santee residents who would benefit from the project.

CDBG funds to the Cameron Family YMCA would provide scholarship assistance for low-to-moderate income children ages 5-13 years old living in Santee to participate in youth programs such as day camp, gymnastics, aquatics and enrichment activities. YMCA youth programs not only provide positive, engaging and healthy activities for children that have experienced gaps in academic, social and safety stability before and heightened by the COVID-19 pandemic, it also serves as reliable, trusted and experienced childcare support to families. Funding in the amount of \$5,000 could support approximately 79 scholarship registrations at an average assistance rate of 30-40% off normal fees.

- B.** Who will carry out the activities, the period over which the activities will be carried out, and the frequency with which the services will be delivered (be specific).

The YMCA shares the same fiscal year as the City's timeline: July 2021 – June 2022. During this period, the YMCA will offer youth programs on a daily basis, year-round, with day camp (the highest used program area for scholarship support) specifically running from late June to mid-August 2021 and in limited scope during fall, winter and spring breaks. YMCA programs are executed by highly qualified, background-checked, skilled and thoroughly trained YMCA staff. The day camp counselors, swim instructors, gymnastics coaches and other frontline staff executing the youth activities report directly to their department leadership staff and the Executive Director. All are employees of the YMCA of San Diego County association, which has been providing safe and enriching youth programs for 138 years. All programs will take place on site at the Cameron Family YMCA.

- C.** Describe how the project meets the CDBG Program National Objectives, the City of Santee Priorities, or is included under the Eligible Activities.

YMCA youth programs meet the objectives and priorities because they are made available to youth of all economic levels, backgrounds, abilities and life circumstances. The YMCA never turns a child away from participating because of an inability to pay. Our scholarship program – and the donors that support it – levels the playing field for children of all families, such as low-to-moderate income, military, special needs and other diverse backgrounds, to participate, engage and thrive. All participants registering with scholarship support for youth programs are considered low-to-moderate income as defined by the median family income levels of the area.

**D. Agency/Nonprofit Organization Information:**

Outline the background of your agency/nonprofit organization, including the length of time your agency has been in operation, the date of incorporation, the type of corporation and the type of services provided. If the request for funding is submitted as part of a collaborative application, please provide information for each member of the collaborative. **If your organization has received CDBG funds from the City of Santee in the past, please note the number of years the organization has received CDBG funding.**

The YMCA of San Diego County is a California nonprofit public benefit corporation, incorporated in 1959. The East County Family YMCA, a branch of the YMCA of San Diego County, began in the 1950s, providing the entire East County with valuable YMCA programming in order to meet the growing needs of the community. The East County YMCA has now grown into three branches: John A. Davis Family YMCA in La Mesa, Cameron Family YMCA in Santee and the McGrath Family YMCA in Spring Valley. The Cameron facility of Santee was built in 2003 in partnership with the City of Santee to build the YMCA and City of Santee Aquatics Center. This facility is managed by the YMCA which also includes a gymnastics center that dates back to 1982 under the name Cuyamaca YMCA. YMCA programs and services for the local community include day camps, swim lessons and swim teams, recreational and competitive gymnastics, sports, inclusion programs for individuals with disabilities, senior programs, teen programs, and wellness programs for all ages to promote the spirit, mind and body and help all people realize their fullest potential. At the Y, no one is ever turned away from participation due to an inability to pay through our scholarship program. Offering scholarships on a sliding scale based on income level and family size, as well as subsidizing valuable programs that benefit our community are made possible through funds generously contributed by individuals, companies and funders on an annual basis. The East County Family YMCA has received funding from the CDBG program beginning the 1997-1998 fiscal year with relative continuity totaling over 20 years. This past year, the Cameron Family YMCA was extremely honored to steward additional funds made available through CDBG-CV for essential childcare in response to the Coronavirus pandemic and stay-at-home orders impacting school closures and support for essential workers.

**E. Financial:**

Describe your agency's fiscal management procedures including financial reporting, record keeping, accounting systems, payment procedures, and audit requirements. Describe how records are maintained to ensure the project benefits targeted groups.

The Cameron Family YMCA, as a branch of the YMCA of San Diego County, practices generally accepted accounting methods, utilizing cost centers to ensure grant funds are used as required by the City. Financial audits are performed annually by an independent accounting agency and on-going financials are monitored on a daily basis

by the YMCA accounting department and Executive Director. A volunteer Finance Committee and the Cameron Family YMCA Board of Advisors monitor the branch budget monthly, as well as the YMCA of San Diego County Board of Directors. Internal financial audits are performed twice annually by an independent auditing firm. Financial need for participating youth will be determined by the scholarship application process with records kept and data managed according to best practices. CDBG funds will be provided only to qualifying Santee residents.

**F. Personnel:**

Identify the staff administering/implementing this project and provide their experience in similar programs.

YMCA programs are executed by highly qualified, background-checked, skilled and thoroughly trained YMCA staff. The day camp counselors, swim instructors, gymnastics coaches and other frontline staff executing the youth activities report directly to their department leadership staff and the Executive Director. All are employees of the YMCA of San Diego County association, which has been providing safe and enriching youth programs for 138 years. The usage of grant funds and reporting will be overseen by Stephanie Chapel Yoo, Executive Director and Emily Figueiredo, Area Development Director with assistance from YMCA accounting specialists and data management specialists for reporting.

**G. Conflict of Interest:**

Please identify any member, officer, or employee of your organization who is an officer or employee of the City of Santee or a member of any of its boards, commissions, or committees or has any interest or holding which could be affected by any action taken in the execution of this application.

Executive Director, Stephanie Chapel Yoo, sits on Mayor Minto's newly formed Blue Ribbon Committee alongside city staff in order to accomplish his goal of unifying "to explore how to get Santee moving again while following any new guidelines" in the wake of the coronavirus crisis.

**City of Santee  
Community Development Block Grant Program  
APPLICATION FOR FUNDING  
Program Year 2021**

**RECEIVED**

JAN 04 2021

Dept. of Development Services  
City of Santee

**GENERAL INFORMATION:** Date: 1/4/2020

Agency Name: Crisis House  
Agency Address: 9550 Cuyamaca Street Suite 101, Santee, CA 92071

Phone: 619-444-3132 Fax: 619-444-1422  
E-mail: mcase@crisishouse.org

Project/Program Contact Person (Name and Title): Kathleen Houck, Director of Programs  
Project/Program Location: 9550 Cuyamaca Street Suite 101, Santee, CA 92071

Phone: 619-444-3133 Fax: 619-444-1422  
E-mail: kathleen@crisishouse.org

Type of Project (check one):  
Public Service Activity   
Public Improvement (Construction)   
Acquisition of property   
Other (describe)

**FUNDING INFORMATION:**

Amount Requested from Santee: \$ 8,500

**Note: The Department of Housing and Urban Development's (HUD) recommended minimum funding level per CDBG funded activity of \$5,000.**

Total Project/Program Budget: \$ 2,394,549

Source of Other Funds: Government Grants, Corporations & Foundations, Individuals & Organizations, Rental Income, and In-kind goods

Applicant Certification:

To the best of my knowledge and belief, the information contained in this application is true and correct; the document has been duly authorized by the governing body of the applicant; and the applicant will comply with all assurances, federal, state and local laws and regulations if funding is approved.

Mary Case, Executive Director  
Type or Print Your Name and Title

  
Signature

**City of Santee**  
**Community Development Block Grant Program**  
**APPLICATION FOR FUNDING**  
**Program Year 2021**

- A. Briefly describe the purpose of the project, the population to be served, the area to be benefited and estimated number of Santee residents who would benefit from the project.

Crisis House's Emergency Services Project has served families, abused youth, seniors, veterans experiencing homelessness and domestic violence (a special needs subset of homelessness), with housing and wrap-around services for the past 50 years.

The agency's collective of domestic violence programs, referred to as the Journey Programs, consists of four models each designed to meet the survivor's needs at various stages of their journey towards renewing their lives. Crisis House provides a comprehensive continuum of emergency, transitional and permanent housing to 217 families, including 435 children, fleeing domestic violence in our Journey Programs annually. Our Journey Programs specifically serve families experiencing intimate partner violence with minor children. In addition to providing housing services, our agency offers wrap-around social services, such as information, referrals, case management, counseling and crisis intervention, among other crucial services promoting transitions to self-sufficiency.

In support of our Journey Programs, Crisis House also prioritizes the needs of our community's children through Camp HOPE, our recent programmatic development addressing child abuse. This program provides trauma-informed camperships, year-round mentorship, counseling and other activities to 125 children each year. This cost-free programming provided to underserved children in San Diego has a reputation of accomplishment in healing children struggling with the effects of trauma as a result of domestic violence.

Crisis House's East County Housing Connections (ECHC) program directly addresses the needs of those experiencing chronic homelessness. The ECHC, of which all services are conducted off site, employs a housing navigator and mobile outreach team to connect with and meet the immediate needs of 570+ unsheltered homeless people on the street in need of services. Thirty-Five (35) families and individuals will end their homelessness and receive wrap-around services through our ECHC program.

As Crisis House has recently relocated from El Cajon to a new building on Cuyamaca Street in Santee, our agency considers the issues of homelessness as a regional challenge, requiring collective effort and resources to ensure an effective impact for all of East County. Crisis House provides services for over 1,385 people annually (not including services from phone calls received), of which approximately 163 are City of Santee residents at or below low/moderate income levels.



- B.** Who will carry out the activities, the period over which the activities will be carried out, and the frequency with which the services will be delivered (be specific).

The period of service delivery will be over twelve months starting July 1, 2021 through June 30, 2022. The Director of Programs is responsible for the project oversight and compliance of the proposed project. This position also assumes direct oversight of East County Housing Connections (EHC). The EHC staffing includes a Housing Navigator/Case Manager and two outreach workers. The Housing Navigator provides rapid rehousing, connecting individuals and providing financial assistance to acquire permanent housing. The Mobile Outreach Team provides supportive services in the East County community where homeless populations gather, including Santee. This team administers the VI-SPDAT housing assessment, the region-wide entry connecting individuals to housing opportunities. Our Outreach Team prioritizes building relationships with those in the homeless community to connect them to resources and services. The Outreach Team distributes water, snacks, meals (donated by the Lucky Duck Foundation), and hygiene kits to all of East County week-long, including those living on the streets of Santee. The Crisis House Outreach Team partners with the East County Mental Health Outreach Team (every Thursday morning from 8:30-11:30) to provide homeless assistance in the Santee riverbed area. Every Monday morning (8:00 to 12:00), the Outreach Team partners with the Homeless Assistance Resource Team (HART - Sheriff's initiative), including law enforcement, nurses, and other outreach workers, to provide services including housing opportunities, food and water, hygiene products, and connections to referral services for homeless individuals in East County, San Diego. Our team will soon partner with the Meridian Baptist Church in El Cajon (every Saturday morning) to offer the homeless community showers and hygiene services, as well as identify those in need of housing. The Outreach Team and Housing Navigator also attend regional case conferencing addressing the current status of the homeless we serve and other homeless services in the region. The Domestic Violence Program manager is responsible for client placements among our existing programs. The Intake & Referral Specialist screens all incoming calls for domestic violence and sends potential clients to the Advocate and Emergency Housing Coordinator. The Advocate and Emergency housing coordinator further assesses and, with the Program Manager, determines appropriate programmatic fit for each client. They also connect clients to community resources or shelters if they don't meet Crisis House's program criteria. This position receives referrals from 211, law enforcement, and the Domestic Violence Shelter Network. The frequency at which services will be delivered will vary based on service type, severity of need, and client's level of engagement. For example, emergency housing is for brief stays of up to two weeks in motels, and transitional housing for typically six to eight months in master lease units in El Cajon and Poway.

- C.** Describe how the project meets the CDBG Program National Objectives, the City of Santee Priorities, or is included under the Eligible Activities.

The project meets the National Objective of benefiting a majority of extremely low and low income (LMI) residents as defined as persons or households who earn at or below 80% of the Area Median Income (AMI). The Crisis House Emergency Services Project addresses the City of Santee Priorities, according to the City of Santee Consolidated Plan 2015-2019, by providing services for seniors, Special Needs populations, those experiencing homelessness, and individuals requiring prevention services.

**D. Agency/Nonprofit Organization Information:**

Outline the background of your agency/nonprofit organization, including the length of time your agency has been in operation, the date of incorporation, the type of corporation and the type of services provided. If the request for funding is submitted as part of a collaborative application, please provide information for each member of the collaborative. **If your organization has received CDBG funds from the City of Santee in the past, please note the number of years the organization has received CDBG funding.**

Crisis House was established as a social service agency in Santee in 1970, incorporated as a Public Benefit Corporation in 1987 and received 501 (c) (3) IRS Determination in 1988. Our mission is to respond immediately to stop the cycle of domestic violence and homelessness and connect families and individuals to crucial resources that empower them to renew their lives. To achieve our mission, Crisis House offers comprehensive housing and "wrap-around" services (case management, counseling, referrals) for the region's survivors of domestic violence with children, Veteran families, and social services and housing targeting the homeless and extremely low-income populations. The agency administers four (4) Domestic Violence programs and one (1) homeless program that includes mobile outreach and rapid rehousing/housing navigation. Additionally, Crisis House coordinates the annual Homeless Point-In-Time Count (PITC) and plans to continue to host the annual Project Homeless Connect - East County depending on Covid-19 safety precautions. Prior to the pandemic, in 2019 this event was attended by over 48 providers and more than 200 homeless individuals who accessed 1,485 services in 4-hours. Crisis House, along with our community partners, helped 251 households with nearly 500 children with housing and crucial services. Due to Covid-19 complications, Crisis House was not able to host these events this past year; however, as soon as it is safe to gather, we will continue to host these annual events. Crisis House has been a recipient of City of Santee CDBG funds for over sixteen (16) years. Although we collaborate with various agencies and organizations, this is not a collaborative application.

**E. Financial:**

Describe your agency's fiscal management procedures including financial reporting, record keeping, accounting systems, payment procedures, and audit requirements. Describe how records are maintained to ensure the project benefits targeted groups.

Crisis House has policies, procedures and an automated accounting software system in place to ensure proper designation, support, control, and accounting of all funds, property, expenses, revenues, and assets for each contract and grant received. Each contract, grant, or program is assigned a cost center numerical code. Expenditures are supported by a corresponding invoice or receipt and attached to a check request that is authorized by a program manager/supervisor. The check request is coded with the proper cost center numerical code. The expenditure is then entered into our Quick Books Premier for Nonprofits Version 2000 accounting software, an accounting package specifically designed for nonprofit agencies and utilized to properly track revenue and expenditures for multiple funds, contracts, grants and programs. Crisis House procedures and records conform to General Accepted Accounting Principles (GAAP) as well as 2 CFR 84.21(b)(2), 24 CFR 85.20 (b)(2), 24 CFR 583.330(c) and the OMB Super Circular. Crisis House undergoes an independent federal single audit by an outside CPA firm each year. As part of our annual audit, the CPA evaluates and reports on our policies, procedures, and internal controls. All expenditures are supported by source records, which clearly identify the cost as allowable contract expenditure. Bank statements are reconciled monthly by an employee who is not able to authorize disbursements or sign checks and are approved by the Executive Director. All checks require two (2) signatures. All canceled and voided checks are retained. All revenues are receipted. Deposits are prepared and made by someone other than the person writing the receipts and receipt books are reconciled against the deposits.

Crisis House maintains the following records:

Cash Receipts Journal - For recording all cash receipts.

Cash Disbursements/Check Run Journal - For the recording of all cash disbursements.

General Journal - For recording transactions that are not normally recorded in the Cash Receipts and Cash Disbursements Journals.

General Ledger - This ledger maintains the various accounts. Posting is performed on an on-going basis as needed to the general ledger.

Payroll Records - Crisis House currently contracts with ADP payroll services to prepare all paychecks and to complete and file all appropriate payroll deposits, taxes, and reports. Employee time cards are approved by their immediate supervisor and submitted for payroll processing. All time sheets clearly show earned, used and remaining leave balances.

Bank Reconciliation - All bank accounts are reconciled monthly to the cash account in the General Ledger and include the signatures and dates of person preparing, reviewing, and approving.

Petty Cash Fund - A small petty cash fund is kept in a locked box in a lock file cabinet in a locked room.

Requests for reimbursements from petty cash must be signed by an authorized supervisor and must be accompanied by a receipt.

Supporting Documentation - Files that contain paid check requests, invoices, time and attendance records, canceled checks, bank statements and other supporting documentation are maintained. Paid check requests include information on check number, date paid, amount paid, and the initials of the person making the payment.

Quarterly Payroll Tax Returns - Copies of Federal and State Quarterly Tax Returns are kept on file at Crisis House.

Checks- Check request with supporting documentation must be completed for all

checks. The Executive Director, Assistant Executive Director or an authorized supervisor must approve vouchers before a check can be written. All checks require two (2) signatures. Blank checks are not pre-signed and no checks can be written payable to "cash". Voided checks are marked "Void", the signature section mutilated, and kept in numerical sequence with the canceled checks after initialed by Executive Director. Stale Dated Checks – Checks issued by Crisis House that have not cleared the bank within six months will be voided and removed from our books. During the bank reconciliation and review process each month stale dated checks will be examined and adjusted as needed.

Mileage Claims - staff claiming mileage reimbursement prepare mileage claims. The claim is signed by the person requesting reimbursement and checked and authorized by program manager/supervisor. All claims show dates, places, miles and purpose for each.

In the eight and a half years under the leadership of the current executive director, Mary Case, there have been no "findings."

**F. Personnel:**

Identify the staff administering/implementing this project and provide their experience in similar programs.

The Executive Director has a Master's degree in Social Work with a concentration in Social Services Administration. She has over 38 years of experience working in the Non-Profit Sector as a Vice President of Programs for the largest multi-service homeless organization in San Diego and as Director of Housing for another international non-profit organization prior to serving as the Executive Director to Crisis House for nearly nine years. She is also a member of the San Diego County Continuum of Care and Program Evaluation Advisory Committee, and a member of the Steering Committee of the East County Homeless Taskforce. The Agency's Director of Programs has over 20 years of experience with homeless program administration and is responsible for oversight and operational compliance of all Crisis House programs and services. She has worked with HUD and City partners in program monitoring on the local, regional, and national levels. The Accounting Manager, has an AS degree in accounting and bookkeeping and additional coursework in managerial accounting. She has worked for Crisis House for over eleven years and has managed three HUD Transitional Housing grants, one with 2 subcontractors, County and State contracts, and worked directly with our internal auditors for nearly nine years. Our Crisis House Program Manager has a Bachelor's degree in Human Development and is bilingual and bicultural in English/Spanish. She was hired as the Journey Home Housing Navigator/Case Manager on May 2018 and was recently promoted to her current role in September of 2020. Prior to Crisis House, she worked for Home Start as a Housing Navigator and also worked as a care manager for elderly individuals suffering from dementia. The Camp HOPE Program Manager has a Bachelor's degree in Public Health and is bilingual and bicultural in English/Spanish. Prior to being the Camp HOPE Program Manager, she served as a Camp HOPE counselor for four years. She was recently awarded the sole Alliance for Hope International HOPE award, recognizing her ability to help youth exposed to trauma and domestic violence find pathways to hope and

healing. This position is responsible for the implementation of direct services, including counselor and volunteer trainings, events and local partnerships, program activities, and volunteer participation.

**G. Conflict of Interest:**

Please identify any member, officer, or employee of your organization who is an officer or employee of the City of Santee or a member of any of its boards, commissions, or committees or has any interest or holding which could be affected by any action taken in the execution of this application.

No member, officer, or employee of Crisis House is an officer or employee of the City of Santee or a member of any of its boards, commissions, or committees or has interest or holdings which could be affected by any action taken in execution of this application.

He suggested in section A, where we talk about ECHC that we add - ALL of these services are off site

I think we need to build up the Santee Outreach Team presence.

Let say that that we go out 2's a week in Santee and always on Thursdays.

Add back the 2<sup>nd</sup> Saturday morning to the Santee riverbed with a volunteer nurse from Kaiser Permanente.

It think we should add that the showers will be the only showered service in east county and therefore will be a draw for homeless in Santee as well as other areas in east county.

**City of Santee**  
**Community Development Block Grant Program**  
**APPLICATION FOR FUNDING**  
**Program Year 2021**

**RECEIVED**

**GENERAL INFORMATION:** Date: 1/8/2021

JAN 08 2021

Agency Name: ElderHelp of San Diego  
Agency Address: 3860 Calle Fortunada, San Diego CA 92123

Dept. of Development Services  
City of Santee

Phone: 629-284-9281 Fax: 619-284-0214  
E-mail: info@elderhelpofsandiego.org

Project/Program Contact Person (Name and Title): Anya Delacruz, Associate Executive Director  
Project/Program Location: Most of San Diego County with emphasis on central and eastern regions.

Phone: 858-380-4966 Fax: 619-284-0214  
E-mail: adelacruz@elderhelpofsandiego.org

Type of Project (check one):  
Public Service Activity   
Public Improvement (Construction)   
Acquisition of property   
Other (describe)

**FUNDING INFORMATION:**

Amount Requested from Santee: \$ 5,000

**Note: The Department of Housing and Urban Development's (HUD) recommended minimum funding level per CDBG funded activity of \$5,000.**

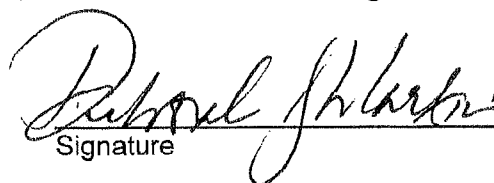
Total Project/Program Budget: \$ 1,097,899

Source of Other Funds: ElderHelp pursues a diversified funding strategy, which currently includes approximately 48% from grants, 27% from government and non-government contracts, 4% from corporate support, 14% from individuals, 5% from events, and 2% in client contributions.

Applicant Certification:

To the best of my knowledge and belief, the information contained in this application is true and correct; the document has been duly authorized by the governing body of the applicant; and the applicant will comply with all assurances, federal, state and local laws and regulations if funding is approved.

Deborah Martin, CEO/Executive Director  
Type or Print Your Name and Title

  
Signature

**City of Santee**  
**Community Development Block Grant Program**  
**APPLICATION FOR FUNDING**  
**Program Year 2021**

- A. Briefly describe the purpose of the project, the population to be served, the area to be benefited and estimated number of Santee residents who would benefit from the project.

The mission of ElderHelp is to provide personalized services and information that help seniors remain independent and live with dignity in their own homes. Our primary program, Care Coordination, delivers a blend of options to meet the basic needs of each senior client. Our interventions provide the necessary attention to social factors that, if unaddressed, lead to declining health. ElderHelp is a fundamental contributor to client-centered health, through vital services that include grocery shopping for nutritious food, home safety inspections and minor home repairs to reduce falls and injury, and companionship for those experiencing loneliness and attendant mental health issues. Complementing Care Coordination, Seniors A Go Go provides escorted rides to medical and non-medical appointments, vital to keeping seniors healthy and connected to family and friends, and our Housing Services offers various options for seniors experiencing housing insecurity or other challenges to their independent living.

With the advent of the pandemic in March 2020, we completely revamped our service delivery, focusing on the most urgent needs of seniors who were, and still are, confined to shelter in place. We have provided groceries, meals, and supplies to more than 900 senior clients throughout the county. Although most transportation has been halted, we provide rides to medical appointments. Beyond that, we are responding to hundreds of calls and emails from seniors, family members, and the community at large to provide information, resources and reassurance that help is at hand. Of growing concern is the issue of housing instability, as seniors are confronted with loss of income, rising rents, and threat of eviction. At this point, we can offer advice and suggestions, and we are eager to return to our more comprehensive Housing Service program once the coronavirus is controlled. Our operations are now almost entirely devoted to streamlining our evolving programs, to managing the reassignment of all program staff, and to coordinating the recruitment and training of additional volunteers.

Our clientele are older adults, with an average age of 79, in predominantly Central and Eastern San Diego County. Most of our clients (96%) are either low income or very low income, and many in this underserved population are disabled, are at risk of falls, or have more than one chronic health conditions. Although many local agencies deliver services to the LMI senior population, ElderHelp meets a unique need – keeping them healthy, safe and stable in their own homes and, just as important, providing relief to their inadequate pocketbooks by providing our assistive services at no cost.

ElderHelp currently has 6 clients residing in Santee who receive services on an ongoing basis at least monthly, some more frequently. We estimate that costs to serve these

seniors are \$250 a month. Since the beginning of the pandemic, we have provided food and home supplies to up to 50 additional residents (without having the capability to identify them individually). In addition, we provide information and referrals to an additional 45 Santee residents. With this funding, we will serve a minimum of 60 Santee residents through our programs and services. That number may be greater as the fallout from the coronavirus becomes more apparent.

- B.** Who will carry out the activities, the period over which the activities will be carried out, and the frequency with which the services will be delivered (be specific).

We have five ongoing programs serving Santee that are administered on a daily basis throughout the year. 1) Since March, ElderHelp has been on the forefront of the COVID response for isolated seniors who are unable to leave their homes or get necessary food and supplies while sheltering in place. COVID Relief Services is now the dominant component to our overall Care Coordination picture. We currently offer contactless delivery of food and essential supplies from ElderHelp's food pantry or the grocery store. Our food pantry has become the principal activity of our operation for the last 10 months. 2) Our traditional Care Coordination program continues to provide high-level case management, where Care Coordinators work with clients to develop care plans and connect to services, including volunteer services. Even though home visits have been suspended, we are diligent in providing the support and interventions necessary for their continued well-being. Volunteers support clients telephonically, providing relief from isolation and depression. 3) Transportation is managed by Transportation Coordinators, and in response to social distancing has been restricted to those needing essential medical services. 4) Information & Referral service is provided by front desk staff member and trained volunteers. Calls average 25-35 minutes as callers are dealing with complex issues, more so than ever with the economic impact of the coronavirus. The Information & Referral team provides resources and access to information to meet a variety of elder care needs. 5) RUOK Daily check-in calls are made by ElderHelp staff and trained volunteers who provide check-in calls to isolated and frail seniors, giving them peace of mind that their welfare is being attended to.

- C.** Describe how the project meets the CDBG Program National Objectives, the City of Santee Priorities, or is included under the Eligible Activities.

Our clients' income levels correspond to the CDBG Program National Objectives of serving low to moderate income persons. In fact, 96% of our clients are low or very low income. ElderHelp also meets the City of Santee priorities of assisting low to moderate income homeowners, since our mission is to assist seniors to remain living independently in their own homes. ElderHelp serves socially isolated senior members, aged 60 and older, predominantly living in LMI households, the combination of which makes it difficult for them to adequately meet critical daily needs.

- D.** Agency/Nonprofit Organization Information:

Outline the background of your agency/nonprofit organization, including the length of time your agency has been in operation, the date of incorporation, the



type of corporation and the type of services provided. If the request for funding is submitted as part of a collaborative application, please provide information for each member of the collaborative. **If your organization has received CDBG funds from the City of Santee in the past, please note the number of years the organization has received CDBG funding.**

The agency was founded in 1973 and incorporated as a 501(c)(3) organization in 1974. ElderHelp has offered a comprehensive mix of services for seniors to help them remain independent in their own homes. Care Coordination (formerly Concierge Club), our umbrella program, has been part of the agency's mission for most of its existence and was formalized in 2008. Care Coordination services expand as new needs are identified. Seniors A Go Go, formalized in 2009, was a much-needed outgrowth of a need identified. HomeShare began in 1982, and remains a very attractive program with minor improvements and modifications. Nearly 235,000 seniors have found advice and support here, but most of all, the agency developed a reputation as the place for any senior, regardless of income, to turn for help. ElderHelp's reputation continues to this day. We have positioned ourselves at the forefront of the aging in place movement and consistently strive to build collaborations and raise awareness that advance this goal and provide solace for the low-income, aging population in San Diego. ElderHelp has received CDBG funding from the City of Santee every year since 2004. That adds up to 17 years of support, strong evidence of a successful partnership.

**E. Financial:**

Describe your agency's fiscal management procedures including financial reporting, record keeping, accounting systems, payment procedures, and audit requirements. Describe how records are maintained to ensure the project benefits targeted groups.

ElderHelp follows Board-approved accounting policies that are consistent with GAAP, using Quickbooks accounting software. The agency maintains an accounting procedures manual, which is updated as necessary and reviewed annually by an outside, independent auditor. Disbursement and payment procedures require that invoices and check requests be submitted/reviewed by the end user/spender, approved by a department manager and reviewed by the Executive Director. Checks are processed by the Accounting Specialist and signed by the Executive Director or the Associate Executive Director. Checks over \$5,000 require two signatures. Bank statements are reconciled monthly by the Accounting Specialist and approved by the Executive Director. Restricted revenues are accounted for separately. Expenses are tracked by budget line item, specific to each program or revenue stream to ensure that designated funds are spent appropriately. Each month, the Board of Directors is presented with a complete set of financial statements which includes a Statement of Income & Expense Current Month and Year to Date showing the budget to actual, a Statement of Financial Position and a Cash Flow report. All accounting is performed by staff, and financial records are kept in the main office. While not a requirement, each year ElderHelp submits to an independent audit, which is presented to the Board by the auditor. The ultimate responsibility for financial oversight of CDBG expenditures will be

Deborah Martin, CEO/Executive Director, and the Accounting Specialist, Lori Schmitz. In addition, we keep a spreadsheet to track Santee participation, including phone inquiries, and report client numbers to the City of Santee on a quarterly basis.

**F. Personnel:**

Identify the staff administering/implementing this project and provide their experience in similar programs.

Deborah Martin, CEO/Executive Director, has her Bachelor's Degree in Business Law. Prior to ElderHelp, Deborah spent over 24 years in the hospitality/tourism/event management industry. As ElderHelp's Chief Executive Officer, her role involves overseeing the operations of ElderHelp including financials, legal, program implementation and oversight, fundraising, technology, growth planning and long-range strategic planning. Anya Delacruz, Associate Executive Director, has over 17 years' experience working with seniors. She joined ElderHelp in 2008 and has played an integral role in developing the organization's programs. She has accountability for program performance and deliverables, as well as staff morale. In her role as strategic planner, she positions Care Coordination, and all programs, to meet future demands for long-term support services. The Care Coordination Manager, Elizabeth Wagner, oversees the daily operations of the Care Coordination and Seniors A Go Go programs. Elizabeth has supported all of ElderHelp's service programs and her gentle handling of any situation produces the best outcomes for our clients.

**G. Conflict of Interest:**

Please identify any member, officer, or employee of your organization who is an officer or employee of the City of Santee or a member of any of its boards, commissions, or committees or has any interest or holding which could be affected by any action taken in the execution of this application.

There is no conflict of interest involved with ElderHelp and the execution of this application.

City of Santee  
Community Development Block Grant Program  
**APPLICATION FOR FUNDING**  
Program Year 2021

**RECEIVED**

JAN 08 2021

Dept. of Development Services  
City of Santee

GENERAL INFORMATION: Date: 1/8/2021

Agency Name: Meals On Wheels Greater San Diego, Inc. dba: Meals on Wheels  
San Diego County  
Agency Address: 2254 San Diego Avenue, Ste. 200, San Diego, CA 92110

Phone: 619-278-4012 Fax: 619-260-6373  
E-mail: aduarte@meal-on-wheels.org

Project/Program Contact Person (Name and Title): Tim Ray, East County Service Center  
Manager  
Project/Program Location: El Cajon

Phone: 619-447-8782 Fax: 619-260-6373  
E-mail: tray@meals-on-wheels.org

Type of Project (check one):  
Public Service Activity   
Public Improvement (Construction)   
Acquisition of property   
Other (describe)

FUNDING INFORMATION:

Amount Requested from Santee: \$ 5,000

**Note:** The Department of Housing and Urban Development's (HUD) recommended minimum funding level per CDBG funded activity of \$5,000.

Total Project/Program Budget: \$ 82,034.82

Source of Other Funds: Clients pay, on average, 40% of the actual meal cost - depending on income levels (average is \$3.80 per meal - equating to an estimated \$5,472). Private donors will contribute the remaining \$77,034.82 of this project through MOWSDC's robust charitable giving program. To ensure all programs are fundable from multiple sources, additional grant applications are planned for FY2021 along with robust corporate campaigns and fundraising events to meet any unexpected shortfall.

Applicant Certification:

To the best of my knowledge and belief, the information contained in this application is true and correct; the document has been duly authorized by the governing body of the applicant; and the applicant will comply with all assurances, federal, state and local laws and regulations if funding is approved.

Brent Wakefield  
Type or Print Your Name and Title

  
Signature

**City of Santee**  
**Community Development Block Grant Program**  
**APPLICATION FOR FUNDING**  
**Program Year 2021**

- A. Briefly describe the purpose of the project, the population to be served, the area to be benefited and estimated number of Santee residents who would benefit from the project.

Meals on Wheels San Diego County's (MOWSDC) mission is to support the independence and well-being of seniors. Many seniors experience chronic illnesses and disabilities making activities of daily living difficult. In many cases, seniors will become temporarily and/or permanently homebound. Becoming homebound prevents seniors from performing the most basic activities of daily living such as obtaining food, healthcare, support services, and engagement in social activities. MOWSDC is part of the community safety net serving older adults in the home with care services that include the delivery of up to two fresh meals a day accompanied by daily in-home social visits, safety checks, and care navigation support with referrals to other social service providers, if necessary.

Many seniors experience chronic illnesses and disabilities making activities of daily living difficult. In many cases, seniors will become temporarily and/or permanently homebound. Becoming homebound prevents seniors from performing the most basic activities of daily living such as obtaining food, healthcare, support services, and engagement in social activities. Home delivery of meals, with daily safety and wellness checks, enables seniors experiencing these difficulties to more successfully navigate these challenges, avoid negative health impacts and maintain their preferred residence.

MOWSDC serves all of San Diego County, including the 3,049 square miles of rural and unincorporated areas. MOWSDC subsidizes 60% of the costs for meals, delivery, and other services provided, regardless of a senior's ability to pay. Further subsidies are provided for seniors who are experiencing severe financial difficulties.

The area to be served with this request is the entire City of Santee, including City of Santee's LMI Census Tracts. The service population includes older adults 62+ who are homebound and fall within the extremely low- to moderate-income bracket established by the Department of Housing and Urban Development (2019). In the last completed City of Santee CDBG program year (7/1/2019-6/30/2020), MOWSDC provided nutritious meals to 104 Santee seniors. Historically, the seniors served in the City of Santee by MOWSDC have the following characteristics: 37% are aged 85+ and 37% are between 75 and 84 years of age; 30% fall within the extremely low-income bracket (<30% of AMI); 60% fall in the very low-income bracket (30-80% of AMI) and 7% fall in the moderate-income bracket (80-120% of AMI); 42% are female head of household; 24% are veterans; 40% live alone and 20% have disabilities.

For the City of Santee Program Year 2020 (July 1, 2020 – June 30, 2021), MOWSDC is contracted to serve 63 unduplicated homebound seniors. Per the Quarter 1 Report, MOWSDC had already served 63 unduplicated homebound seniors putting MOWSDC at 100% of its goal. For the City of Santee's Program Year 2021 (July 1, 2020 – June 30, 2021) MOWSDC will again serve 63 unduplicated homebound seniors with the delivery of up to two meals a day accompanied by a safety check and in-home social visit. CDBG funding will provide for food and packaging costs of 2,222 (\$2.25 direct cost per meal) meals reducing the overall cost of each delivered meal. This will ensure a minimum subsidy of 60% from the total per-meal-delivered costs for every senior, and further subsidies will be offered to those who qualify.

- B.** Who will carry out the activities, the period over which the activities will be carried out, and the frequency with which the services will be delivered (be specific).

The MOWSDC East County Service Center located at 131 Chambers Street in El Cajon services the City of Santee. The East County Service Center is managed by Mr. Tim Ray. (Please see details on his qualifications in Section F.) Daily meal deliveries are coordinated through a complex routing system to individual senior homes across the City of Santee using 400 volunteer delivery drivers coordinated by eight program staff. Fresh meals are produced for the program at the MOWSDC meal center and are packaged for delivery. Across the county, four service centers coordinate deliveries of hot and cold meal packages and beverages to 19 different drop-sites across the county. Volunteer drivers collect individualized meals at these drop sites and cover 127 weekday routes and 64 weekend routes to senior residences - ensuring between 1,000 and 1,800 daily, personal meal deliveries. The City of Santee's program is a component of the countywide services. The period in which the activities will be carried out will be during the City of Santee's CDBG Program Year 2021-2022 (July 1, 2021 to June 30, 2022). MOWSDC delivers meals and corresponding services to homebound seniors for everyday of the week (Sunday's meals delivered on Saturday). MOWSDC is the only meal delivery program that delivers on weekends and holidays.

- C.** Describe how the project meets the CDBG Program National Objectives, the City of Santee Priorities, or is included under the Eligible Activities.

MOWSDC's project for the City of Santee meets CDBG Program National Objective 1 by providing services to seniors considered extremely low- to moderate-income. One-hundred percent of seniors served in the City of Santee fall qualify the HUD LMI income levels. Additionally, the services provided are considered a high priority, as stated in the City of Santee's 2020-2024 Consolidated Plan under Public Services for LMI-Resident, ensuring improved quality of life for seniors and other persons with special needs through supportive services. MOWSDC's program supports improved health and safety for seniors and veterans while they age in place.

- D.** Agency/Nonprofit Organization Information:

Outline the background of your agency/nonprofit organization, including the length of time your agency has been in operation, the date of incorporation, the

type of corporation and the type of services provided. If the request for funding is submitted as part of a collaborative application, please provide information for each member of the collaborative. **If your organization has received CDBG funds from the City of Santee in the past, please note the number of years the organization has received CDBG funding.**

MOWSDC was established in 1960 and incorporated as a 501 (3)(c) in 1970. MOWSDC serves all of San Diego County, including the 3,049 square miles of rural and unincorporated areas. MOWSDC provides services to adults over the age of 60 who are homebound due to age, illness or disability. Care services include the delivery of up to two fresh meals a day, a social visit, a safety check, and care navigation with referrals to other social service providers if necessary. All services are subsidized for all seniors at 60%, and further subsidies are provided to those who qualify. MOWSDC has been receiving CDBG funds from the City of Santee since 2009 (eleven years).

**E. Financial:**

Describe your agency's fiscal management procedures including financial reporting, record keeping, accounting systems, payment procedures, and audit requirements. Describe how records are maintained to ensure the project benefits targeted groups.

MOWSDC has a fully staffed Finance Department and uses QuickBooks Premium for Nonprofits. Each grant is assigned a unique identifier making it possible to track grant expenditures. MOWSDC also has an Accounting Policies and Procedures Manual that is updated regularly. MOWSDC uses Quickbooks for general ledger, accounts payable and financial recordkeeping and reporting. The chart of accounts structure provides for adequate segregation and tracking of separate funding sources. All vendor invoices and other expenses are paid by check. Contributions and grants are recorded and managed in Raisers Edge. Program fee billing and tracking is managed through SERVtracker, our client service software. All clients are required to complete an intake interview with a MOWSDC Service Center employee. Information collected on the Intake Form is entered into the SERVtracker database. The intake form documents all demographic information including address, age, gender, ethnic background, income level and all other important information. The database is updated daily and reports are run on regular intervals to ensure data integrity. As a registered 501 (c)(3) non-profit, MOWSDC financial statements are audited annually by an independent auditor and Form 990 is filed annually with the Internal Revenue Service as required. Internal financial reports are also produced monthly by the CFO, issued to the Board Finance Committee for review and presented quarterly to the full MOWSDC Board of Trustees.

**F. Personnel:**

Identify the staff administering/implementing this project and provide their experience in similar programs.

Mr. Ray, East County Manager, has extensive management experience in the senior care field and hospitality industry. Mr. Ray was the Administrator at Inn on the Boulevard Assisted Living for thirteen years. He holds a B.S. in Business Administration. Mr. Topper, CFO, has extensive non-profit experience including as Director of Finance and Administration for the Northern Arizona University Foundation, a \$43M privately funded endowment, Director of Finance and Controller for Ameri Tribes, and an accounting manager with the Hotel Group. Mr. Topper is a fully licensed CPA (AZ), and was a finalist for San Diego Business Journal CFO of the Year 2011. He holds a B.S. in Accountancy from Northern Arizona University.

**G. Conflict of Interest:**

Please identify any member, officer, or employee of your organization who is an officer or employee of the City of Santee or a member of any of its boards, commissions, or committees or has any interest or holding which could be affected by any action taken in the execution of this application.

No member, officer, or employee of our organization is an officer or employee of the City of Santee or member of any of its boards, commissions, or committees or has any conflict of interest or holding.

**City of Santee  
Community Development Block Grant Program  
APPLICATION FOR FUNDING  
Program Year 2021**

**RECEIVED**

JAN 11 2021

Dept. of Development Services  
City of Santee

**GENERAL INFORMATION:** Date: 1/6/2021

Agency Name: The Santee Food Bank  
Agency Address: P.O. Box 712054

Phone: 619-449-2096

Fax: [\[Click here to enter text\]](#)

E-mail: [info@thesanteefoodbank.org](mailto:info@thesanteefoodbank.org)

Project/Program Contact Person (Name and Title): Pastor Dennis Martins, President  
Project/Program Location: 9715 Halberns Blvd., Santee CA 92071

Phone: 619-248-3570

Fax: [\[Click here to enter text\]](#)

E-mail: [info@friendscc.org](mailto:info@friendscc.org)

Type of Project (check one):

Public Service Activity	<input checked="" type="checkbox"/>
Public Improvement (Construction)	<input type="checkbox"/>
Acquisition of property	<input type="checkbox"/>
Other (describe)	

**FUNDING INFORMATION:**

Amount Requested from Santee: \$20,000

**Note: The Department of Housing and Urban Development's (HUD) recommended minimum funding level per CDBG funded activity of \$5,000.**

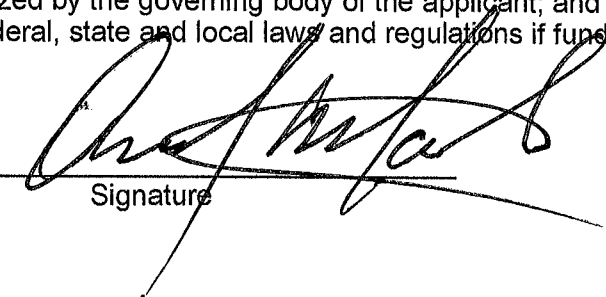
Total Project/Program Budget: \$53,000

Source of Other Funds: Grants, local churches, local businesses, community at large

Applicant Certification:

To the best of my knowledge and belief, the information contained in this application is true and correct; the document has been duly authorized by the governing body of the applicant; and the applicant will comply with all assurances, federal, state and local laws and regulations if funding is approved.

Dennis Martins, President  
Type or Print Your Name and Title

  
Signature



**City of Santee**  
**Community Development Block Grant Program**  
**APPLICATION FOR FUNDING**  
**Program Year 2021**

- A.** Briefly describe the purpose of the project, the population to be served, the area to be benefited and estimated number of Santee residents who would benefit from the project.

The sole mission of the Santee Food Bank is to provide food assistance to low to moderate income residents.

Due to the onset of COVID19 and, a new partnership with the San Diego Food Bank that began on July 1, 2020, the Santee Food Bank has been providing emergency food assistance to low to moderate income residents who live in San Diego County. During program year 2019-20 food was provided to 13,719 individuals who live in Santee and the total for the county was 16,437. Looking at Program Year 2021, we expect to see an increase in the number of Santee residents to 14,500 individuals plus those who live outside of Santee.

- B.** Who will carry out the activities, the period over which the activities will be carried out, and the frequency with which the services will be delivered (be specific).

We have a very committed volunteer staff who donate 18,000 hours of their time and talents each year. Starting with our board of directors who put in numerous hours networking with the community, applying for grants, monitoring, and overseeing the organizations operation. Our volunteers work 7 days per week picking up fresh rescue donations from our local stores. Open on Wednesday, Friday, and every Saturday of each month from 8am to 11am, our volunteers arrive early to set up and stay late to meet the demands. In addition to the Food Bank program, we continue to partner with the San Diego Food Bank and provided commodities to 10,957 individuals during program year 2019-20.

- C.** Describe how the project meets the CDBG Program National Objectives, the City of Santee Priorities, or is included under the Eligible Activities.

The Santee Food Bank is a DBA under the auspices of the Santee Ministerial Council operating as a 501(c) 3. Established in 1983 and incorporated in 1990 the council provides oversight of the Santee Food Bank. Our purpose is to help alleviate hunger in the community of Santee.

- D.** Agency/Nonprofit Organization Information:

Outline the background of your agency/nonprofit organization, including the length of time your agency has been in operation, the date of incorporation, the type of corporation and the type of services provided. If the request for funding is

submitted as part of a collaborative application, please provide information for each member of the collaborative. **If your organization has received CDBG funds from the City of Santee in the past, please note the number of years the organization has received CDBG funding.**

Established in 1983 and incorporated in 1990 as a non-profit organization, the Santee Food Bank gathers and then distributes food to Santee residents of low to mid-level incomes. Our organization has been receiving CDBG funding since 2007 and with those funds, we are able to pay utility bills and occasionally purchase food.

**E. Financial:**

Describe your agency's fiscal management procedures including financial reporting, record keeping, accounting systems, payment procedures, and audit requirements. Describe how records are maintained to ensure the project benefits targeted groups.

There are no paid employees, so operating expenses are minimal. Internal financial reporting is maintained by our manager, treasurer, and administrator. Client intake sheets record the number of clients served and provide demographic information. We have employed a certified tax preparer and have an independent review of our yearly financial records. Ongoing over-site is provided by the public as well as the City of Santee

**F. Personnel:**

Identify the staff administering/implementing this project and provide their experience in similar programs.

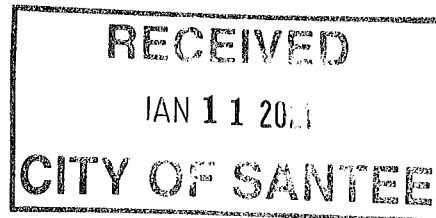
Pastor Dennis Martins, Friends Christian Church; Vice President, Marty Smothermon; retired cost analyst; Secretary, Julie Harper, Director of Public Affairs LDS Church; Treasurer, Donna Daum, retired actuary; Site Manager, Marty Smothermon.

**G. Conflict of Interest:**

Please identify any member, officer, or employee of your organization who is an officer or employee of the City of Santee or a member of any of its boards, commissions, or committees or has any interest or holding which could be affected by any action taken in the execution of this application.

There are no known conflicts between the Santee Food Bank and the City of Santee.

**City of Santee**  
**Community Development Block Grant Program**  
**APPLICATION FOR FUNDING**  
**Program Year 2021**



**GENERAL INFORMATION:** Date: 1/1/2021

Agency Name: Santee Santas Foundation, Inc  
Agency Address: P.O. Box 7100033, Santee, CA 92072

Phone: 619-258-5947

Fax: [\[Click here to enter text\]](#)

E-mail: [santeesantas@gmail.com](mailto:santeesantas@gmail.com)

Project/Program Contact Person (Name and Title): Tonya V. Hendrix, President  
Project/Program Location: Location varies. Santee Santas organization depends on donation of empty retail space for the month/s of November and/or December.

Phone: 619-301-0745

Fax: [\[Click here to enter text\]](#)

E-mail: [LadyTVH2019@gmail.com](mailto:LadyTVH2019@gmail.com)

Type of Project (check one):

Public Service Activity	<input checked="" type="checkbox"/>
Public Improvement (Construction)	<input type="checkbox"/>
Acquisition of property	<input type="checkbox"/>
Other (describe)	

**FUNDING INFORMATION:**

Amount Requested from Santee: \$ 7000

**Note:** The Department of Housing and Urban Development's (HUD) recommended minimum funding level per CDBG funded activity of \$5,000.

Total Project/Program Budget: \$ \$38,600

Source of Other Funds: **Business and private donations. Grants (as available)**

Applicant Certification:

To the best of my knowledge and belief, the information contained in this application is true and correct; the document has been duly authorized by the governing body of the applicant; and the applicant will comply with all assurances, federal, state and local laws and regulations if funding is approved.

**Tonya V. Hendrix, President**  
Type or Print Your Name and Title

Tonya V. Hendrix  
Signature



**City of Santee**  
**Community Development Block Grant Program**  
**APPLICATION FOR FUNDING**  
**Program Year 2021**

- A.** Briefly describe the purpose of the project, the population to be served, the area to be benefited and estimated number of Santee residents who would benefit from the project.

**The purpose of the project is to provide holiday assistance in the form of food and children's gifts for families and food and gifts for seniors qualifying in the low to moderate income level.**

**Santee Santas provides each qualifying family with fresh and non-perishable foods for a complete holiday meal and to supplement their pantry for the two-week holiday break. The foods provided include potatoes, fruit, milk, butter, a turkey, potatoes, dressing, vegetables, cranberry sauce, pancake mix, soups, pasta and sauce, etc. In addition, all children receive wrapped holiday gifts, including age-appropriate books and family games.**

**The 2020 Holiday program was modified due to COVID-19 restrictions. We did not accept food or toy donations for this year's program. Santee Santas purchased canned, boxed and bagged foods for families. Families were provided gift cards to local grocers for the purchase of fresh foods. Each family with children received a family box which included books, a family game, a Christmas treat (cookies, candy) and a \$35 gift card for each child 0 to 17 years of age.**

**The holiday program benefits up to 300 families living within the Santee School District attendance boundaries and that fall within the eligibility criteria outlined by the U.S. Department of Housing and Urban Development (HUD). The 2020 program served 189 families, totaling 710 individuals which included 365 children and 35 seniors.**

**As part of the Senior program, gifts of lap blankets and poinsettias were distributed to seniors residing alone in Santee mobile home parks.**

**When funds are available and a need is identified, Santee Santas may provide food assistance to qualifying families during the spring holiday.**

- B.** Who will carry out the activities, the period over which the activities will be carried out, and the frequency with which the services will be delivered (be specific).

**The activities of the program are managed by the Santee Santas Foundation Board of Directors and Committee Volunteers. Community volunteers, totaling 180 individuals collect, sort, box and distribute food and assist in selecting wrapping, boxing and distributing the toys, books, and games. The program**

**G. Conflict of Interest:**

Please identify any member, officer, or employee of your organization who is an officer or employee of the City of Santee or a member of any of its boards, commissions, or committees or has any interest or holding which could be affected by any action taken in the execution of this application.

**The only member of the Santee Santos Foundation who has a conflict with the City of Santee, its boards, commissions or committees or has any interest or holding which could be affected by any action taken in the execution of this application is Channing Dawson, a Santee Firefighter.**

**Sharon Bullard, Member (March 2014)**  
Board member since 2014; Business Mailer Coordinator, Website Coordinator,  
Toy Coordinator, Delivery Day Team  
San Diego National Bank (now US Bank) Vice President (retired)  
Grossmont Cuyamaca College Foundation -Treasurer  
Mt Helix Park Foundation -Vice President of Development  
Citizens' Bond Oversight Committee Prop R and Prop V  
East County Chamber of Commerce- Vice President of Finance (former)  
East County YMCA Board Member

**Channing Dawson, Member (October 2018)**  
Board member since 2018; Fire Department/Board Liaison, Delivery Day Team-  
Woodglen Vista  
City of Santee Fire Department

**Terry Johnson, Member (October 2020)**  
Board member since 2020; Book Coordinator; Toy volunteer, Senior Outreach  
Assistant Coordinator  
Santee School District Foundation - VP, fundraising  
Shriners (45 yrs) fundraising, planning events, working on committees  
Santee School District Teacher (retired)

**Diana Meza, Member (April 2010)**  
Board member since 2010; School Collections Coordinator, Assistant Toy  
Coordinator, Delivery Day Team-Woodglen Vista Coordinator, Senior Outreach  
Volunteer  
Santee School District Custodian

**Ginger Owens, Member, (March 2020)**  
Board member since 2020; Toy Volunteer, Assistant to Treasurer  
Graphic Designer (retired)  
ARC East County Board Member and President  
ARC San Diego Executive Board Member

**Kyle Whissel, Member (May 2019)**  
Board member since 2019; Facilities Coordinator, Delivery Day Team-Woodglen  
Vista  
Business Owner Whissel Realty

**Dave Whitacre, Member (March 2020)**  
Board member since 2020; Social Media Coordinator, Collection Box/Donation  
Box Coordinator, Food Volunteer, Delivery Day Team  
Homeland Security Agent (retired)  
Kiwaniis Advisor Santana High School

City of Santee  
Community Development Block Grant Program  
APPLICATION FOR FUNDING  
Program Year 2021

RECEIVED

JAN 08 2021

Dept. of Development Services  
City of Santee

**GENERAL INFORMATION:**

Date: 1/11/2021

Agency Name: Voices for Children  
Agency  
Address: 2851 Meadow Lark Dr., San Diego, CA 92123

Phone: 858-569-2019 Fax: 858-569-7151  
E-mail: voicesforchildren@speakupnow.org

Project/Program Contact Person (Name and Title): Christina Piranio, Director of  
Philanthropy  
Project/Program Location: San Diego County

Phone: 858-598-2216 Fax: 858-569-7151  
E-mail: christinap@speakupnow.org

Type of Project (check one):  
Public Service Activity   
Public Improvement (Construction)   
Acquisition of property   
Other (describe)

**FUNDING INFORMATION:**

Amount Requested from Santee: \$ 5,000

**Note: The Department of Housing and Urban Development's (HUD) recommended minimum funding level per CDBG funded activity of \$5,000.**

Total Project/Program Budget: \$ 3,954,308

Source of Other Funds: State/Local: We currently receive a Victims of Crime Act grant administered through the California Department of Emergency Services (CalOES). We anticipate that the Judicial Council of California will provide approximately \$70,000 in FY21-22. We will also seek city CDBG funding for FY21-22 from City of San Diego, Chula Vista, Santee and Escondido. We will aim to renew local grants from County Supervisors. During FY21-22, we plan to raise \$900,000 in government funds. Private: We are growing our partnerships with foundation and corporate partners and have received funding over multiple years from organizations including the In-N-Out Burger Foundation, the David C. Copley Foundation, Price Philanthropies, Sempra, and Qualcomm, among others. We plan to continue to steward these partnerships and seek out new opportunities in order to reach our annual goal of securing \$650,000 in foundation grants and \$80,000 in corporate funding. Finally, our organization solicits financial support from individuals through mail

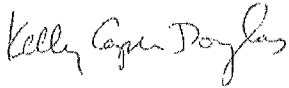
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campaigns and special events. These unrestricted gifts support our program expenses and complete our budget.

Applicant Certification:

To the best of my knowledge and belief, the information contained in this application is true and correct; the document has been duly authorized by the governing body of the applicant; and the applicant will comply with all assurances, federal, state and local laws and regulations if funding is approved.

Kelly Capen Douglas, Esq., President & CEO  
Type or Print Your Name and Title

  
Signature



**City of Santee**  
**Community Development Block Grant Program**  
**APPLICATION FOR FUNDING**  
**Program Year 2021**

- A. Briefly describe the purpose of the project, the population to be served, the area to be benefited and estimated number of Santee residents who would benefit from the project.

Voices for Children (VFC) transforms the lives of foster children by providing them with Court Appointed Special Advocates (CASAs). CASAs are volunteers who provide a single child or sibling group with comprehensive advocacy in court and in the community. An estimated 15-25 children who reside in the City of Santee will spend time in the foster care system during FY 2021-2022. VFC will assess the cases of each child, and provide CASA or staff advocacy to three (3) children living in the City of Santee who have the greatest needs. These three children will be the beneficiaries of this CDBG project.

Children served by VFC range in age from 0-20 years of age, and boys and girls are represented equally. According to the County of San Diego, 45% of children in foster care are Hispanic, 26% Caucasian, 11% African American, 4% Asian, 1% Native American, and 13% are of other ethnic origins. Foster youth are presumed to be low- and moderate-income (LMI) under HUD's definition. VFC staff complete a self-certification form for each program participant to document their LMI status.

- B. Who will carry out the activities, the period over which the activities will be carried out, and the frequency with which the services will be delivered (be specific).

Activities will be carried out by CASAs with the support and supervision of VFC staff members called Advocacy Supervisors. CASAs are community volunteers who receive 35 hours of training and are then matched with a single child or sibling group in foster care to provide comprehensive, individualized advocacy in court and in the community. CASAs ensure that the needs of children and youth do not slip through the cracks of the overburdened foster care system. CASAs serve for a minimum of 18 months and spend 10-15 hours per month getting to know their case child, identifying necessary services and resources, and advocating for her/him in court, at school and in the community. Monthly, CASAs speak with some or all of the key stakeholders in a child's life, including biological family members, caregivers, therapists, and teachers. They gain a holistic understanding of a child's situation and gather information about their child's education, mental and physical healthcare, placement, and overall well-being. Every six months, CASAs provide this information to the court through a written report, which helps judges to make critical decisions about a child's future. When CASAs identify unmet needs, they alert a child's social worker, attorney, and judge, and advocate for solutions. CASA advocacy typically happens in the following ways: 1) Educational Advocacy: CASAs attend school conferences, interface with educators, request educational assessments, and monitor a child's academic progress. 2) Mental and

Physical Health Advocacy: CASAs ensure that foster children get consistent access to mental and physical healthcare services. They communicate with medical providers; track a child's health needs, medications, and referrals; and prevent health needs from being overlooked when children change placements or spend time in emergency shelters. 3) Placement Advocacy: CASAs advocate for children to be placed with their siblings whenever possible. CASAs advocate for caregivers to receive in-home services to address challenging behaviors. If a particular placement is not equipped to provide a child with the support they need, a CASA can advocate in court for a placement change. 4) Vocational Support/Financial Literacy: CASAs help youth explore career options, complete job applications, and prepare for interviews. CASAs assist youth in completing basic financial planning steps such as opening a bank account, creating a budget, and saving. In short, CASAs ensure that their assigned child or youth obtain access to the services and resources they need to heal from trauma and reach their potential.

- C. Describe how the project meets the CDBG Program National Objectives, the City of Santee Priorities, or is included under the Eligible Activities.

The CASA program meets the CDBG Program National Objectives by providing a critical service to low and moderate income persons, which includes children and youth in foster care. Our program also supports the goals outlined in the City of Santee priorities as well as the Eligible Activities because we provide a public service that addresses health care, education, public safety, counseling and recreation for children in foster care. Additionally, for the older youth that we serve, our program supports crime prevention and deters homelessness by providing a CASA volunteer who helps youth to understand and access housing options as they prepare to exit foster care. This year, approximately 3,500 children will spend time in the San Diego County foster care system after experiencing abuse or neglect. Foster youth face many challenges beyond the abuse that originally brought them into the system. At a time when they need consistency the most, they encounter changing home placements, school transfers, unaddressed health and developmental needs, and educational setbacks. Children in foster care are more likely to have mental and physical health conditions including anxiety, depression, behavior challenges, learning disabilities, asthma, and speech, hearing, and vision problems when compared to the general population (Turney and Wildeman, 2016). They disproportionately come from families beset by overlapping obstacles, which may include poverty, homelessness, inadequate housing, low wages, and systemic racism. They are also at risk for numerous negative outcomes later in life. Studies by the Child Welfare League show that, of children who age-out of foster care between the ages of 18 and 21, 25% will become homeless, 50% will never obtain a high school diploma or GED, and fewer than 3% will earn a college degree. Ultimately, the system that was designed to create safety and stability for foster children can cause them significant harm. The COVID-19 crisis created additional uncertainties for children in foster care. Public health restrictions have made it more challenging for biological parents to create a safe and stable home environment, which is a requirement they must meet in order to reunify with their children. It has been more difficult for parents to secure reliable childcare due to school and daycare closures. Families involved in foster care are also more likely to be impacted by job loss, which makes it challenging for

parents to secure and retain adequate housing. Court delays related to the pandemic have also disrupted pending adoptions, causing excruciating delays for children who are still waiting for a permanent family. The pandemic has also made it difficult for children to access essential therapeutic and educational services while they are in the foster care system. Although foster caregivers may have the best intentions, the complicated effects of childhood trauma are difficult to address without the supportive services, including counseling, behavioral therapy, and allied health services such as physical therapy, speech therapy, and occupational therapy. The transition to distance learning has made it more difficult for children to access educational support services typically provided by the school such as physical therapy, speech therapy, and counseling. It has also created delays in access to special education assessments. These factors combined are causing children to remain in the foster care system for longer periods of time, thereby increasing the harm caused to children by long-term instability and impermanency. Though the local foster care system is made up of many dedicated professionals, there are not enough resources to give every child the individual attention they need. Social workers and other child welfare professionals who were overburdened before the onset of the pandemic have struggled to address the increased needs of children in foster care during the current public health crisis. Through the CASA program, VFC provides children with a reliable and consistent adult who will ensure that they receive the support they need to heal from trauma and reach their potential.

**D. Agency/Nonprofit Organization Information:**

Outline the background of your agency/nonprofit organization, including the length of time your agency has been in operation, the date of incorporation, the type of corporation and the type of services provided. If the request for funding is submitted as part of a collaborative application, please provide information for each member of the collaborative. **If your organization has received CDBG funds from the City of Santee in the past, please note the number of years the organization has received CDBG funding.**

Voices for Children's mission is to transform the lives of abused, abandoned, or neglected children by providing them with trained volunteer Court Appointed Special Advocates (CASAs). VFC believes that every child deserves a safe and permanent home and, to that end, will seek to provide a trained CASA volunteer to every abused, abandoned, or neglected child who needs one, and advocate to improve the lives of children in the foster care system. VFC has been providing life-changing advocacy services to foster youth for 40 years. In 1980, VFC's founders began reviewing case files and identifying the unmet needs of San Diego foster youth for the first time. In 1982, VFC adopted the CASA volunteer model and began training community volunteers to serve as CASAs. Since then, VFC has provided services to children throughout San Diego County, including the City of Santee. VFC's CASA program fills a gap in the foster care system by ensuring that the needs of foster youth do not get lost in a complex and bureaucratic system. CASAs get to know their case child's situation, and advocate in court, at school, and in the community to ensure that each child receives the developmental, educational, physical, and mental health services they need. San Diego County Juvenile Court judges depend on CASAs' formal reports for

detailed case information that helps them to make better-informed decisions on behalf of each child about their court-ordered services, placement, and permanent plan. CASAs provide foster youth with safety, stability, recovery, and the opportunity for a better life. VFC anticipates providing more than 1,600 foster children in San Diego County with a CASA volunteer during FY 21-22. VFC was incorporated and recognized as exempt under section 501(c)3 of the Internal Revenue Code in December of 1982. VFC received its first CDBG grant from the City of Santee last year, FY 20-21 and we are currently providing CASA services to youth in the City of Santee.

**E. Financial:**

Describe your agency's fiscal management procedures including financial reporting, record keeping, accounting systems, payment procedures, and audit requirements. Describe how records are maintained to ensure the project benefits targeted groups.

VFC is subject to annual financial statement audit by an independent CPA firm. During the audit process, they review our policies concerning personnel, financial reporting, record-keeping, financial management, internal controls, accounting systems, and payment procedures. VFC also uses a financial accounting system called Finance Edge. Through Finance Edge, VFC expends grant dollars in support of the targeted group. Then, VFC invoices the grantor to ensure that funds were spent on the project beneficiaries. Additionally, client records are maintained in our program database, CASA Manager, where efforts and outcomes are tracked according to funding source. Through all of these fiscal and program management procedures, VFC is able to ensure that the project benefits the targeted group. Finally, our Board of Directors has governance responsibilities to ensure that all policies and procedures are adhered to by staff.

**F. Personnel:**

Identify the staff administering/implementing this project and provide their experience in similar programs.

Stephen Moore, Chief Program Officer, will take responsibility for project management if awarded. He has been instrumental in the development of the CASA program team since he began with Voices for Children in 2008 as an Advocacy Supervisor. Over the last 12 years, Stephen has assumed various positions within Voices for Children with increasing responsibility, and has a vast depth of institutional knowledge. Under his direction, the CASA program continues to discover new ways to fulfill our mission of changing the trajectory of the children's lives we serve. Stephen is an important liaison between Voices for Children and the Court, dependency judges, and other service organizations we partner with. Finally, Stephen has taken the lead on all CDBG grant awards and has successfully stewarded each one to meet or exceed goals.

**G. Conflict of Interest:**

Please identify any member, officer, or employee of your organization who is an officer or employee of the City of Santee or a member of any of its boards, commissions, or committees or has any interest or holding which could be affected by any action taken in the execution of this application.

Not applicable.

**City of Santee**  
**Community Development Block Grant Program**  
**APPLICATION FOR FUNDING**  
**Program Year 2021**

**RECEIVED**

JAN 08 2021

Dept. of Development Services  
City of Santee

**GENERAL INFORMATION:** Date: 1/8/2021

Agency Name: CSA San Diego County  
Agency Address: 327 Van Houten Avenue, El Cajon, CA 92020-5128

Phone: 619-444-5700

Fax: [\[Click here to enter text\]](#)

E-mail: [estela@c4sa.org](mailto:estela@c4sa.org)

Project/Program Contact Person (Name and Title): Estela De Los Rios, Executive Director  
Project/Program Location: #27 Van Houten Avenue, El Cajon, CA 92020-5128

Phone: 619-444-5700

Fax: [\[Click here to enter text\]](#)

E-mail: [estela@c4sa.org](mailto:estela@c4sa.org)

Type of Project (check one):

Public Service Activity	<input checked="" type="checkbox"/>
Public Improvement (Construction)	<input type="checkbox"/>
Acquisition of property	<input type="checkbox"/>
Other (describe)	<input type="checkbox"/>

**FUNDING INFORMATION:**

Amount Requested from Santee: \$ \$15,500

**Note: The Department of Housing and Urban Development's (HUD) recommended minimum funding level per CDBG funded activity of \$5,000.**


Total Project/Program Budget: \$ 169,000

Source of Other Funds: Other Cities CDBG funds, volunteers, donations

Applicant Certification:

To the best of my knowledge and belief, the information contained in this application is true and correct; the document has been duly authorized by the governing body of the applicant; and the applicant will comply with all assurances, federal, state and local laws and regulations if funding is approved.

Estela De Los Rios, Executive Director  
Type or Print Your Name and Title

  
Signature

**City of Santee**  
**Community Development Block Grant Program**  
**APPLICATION FOR FUNDING**  
**Program Year 2021**

- A. Briefly describe the purpose of the project, the population to be served, the area to be benefited and estimated number of Santee residents who would benefit from the project.

*CSA San Diego County is a HUD approved agency that aims to provide fair housing and tenant/landlord services to address housing discrimination and tenant-landlord conflicts for our San Diego communities. Our services have been primarily available to low and moderate-income residents. We anticipate serving up to 150 residents in Santee during FY 2021-2022 through direct phone contact, in-person mediation, distribution of bilingual Fair Housing handbooks, our website, and through participation in the Santee Collaborative.*

*CSA participates in the Santee Collaborative, East County Action Network, and the East County Senior Service Providers. Through these organizations and the Santee library, our staff distributes information in regard to housing so that our services are fully utilized. The services we provide are available in English, Spanish, and Arabic.*

**Goals**

*Our primary program goal is to assist the City of Santee by helping provide discrimination-free housing where conflicts between tenants and landlords are addressed in a fair and satisfactory manner and where adequate planning occurs to address needs as they develop.*

**Objectives and Services**

*Our Program Objectives (numbered) and Services (bullets) below will meet these goals:*

*1.) Eradicate discrimination in housing*

- Provide consultation and respond to all fair housing and tenant/landlord calls from residents*
- Provide advocacy for equal housing opportunities*
- Assist victims of discrimination under state and federal law and process violations*
- Make referrals when necessary to the Department of Fair Employment and Housing and/or HUD.*
- Conduct Fair Housing Testing within the City of Santee when deemed necessary*
- Assist in and be responsive to addressing the recommendations of the Analysis of Impediments to Fair Housing Choice*
- Address the City of Santee's Housing Element and Consolidated Plan*

*2.) Diminish tenant/landlord conflicts*

- Provide conflict resolution counseling*
- Offer mediation services where other interventions have been unsuccessful*

*3.) Increase the knowledge of tenants and landlords about rental housing rights and responsibilities as well as other issues*

- *Conduct education, outreach activities, training*
- *Provide resource information outside the area of fair housing*
- *Publish and disseminate a Handbook on Renting (English, Arabic, Spanish)*
- *Provide up-to-date fair housing information on our web site*
- *Develop other materials and programs as necessary*
- 4.) *Provide well documented and accessible services*
  - *Provide quarterly and annual reports to the CDBG Administrator*
  - *Provide data that is informative and useful*
  - *Respond punctually to calls from tenants and landlords*
  - *Respond punctually and effectively to programmatic or administrative requests from the CDBG Administrator or staff*
  - *Provide web links to local and regional housing services and information*
- 5.) *Assist Santee in developing and maintaining regional resources and utilizing best practices*
  - *Attend the Santee Collaborative and serve on its committees*
  - *Participate in the San Diego Regional Alliance for Fair Housing (SDRAFFH)*
  - *Develop and maintain relationships with other fair housing organizations that have the potential to increase the capacity of Santee to maintain housing that is free of discrimination and tenant/landlord conflict.*

**B.** Who will carry out the activities, the period over which the activities will be carried out, and the frequency with which the services will be delivered (be specific).

*Activities detailed in this proposal will be carried out by the multi-lingual CSA San Diego County counselors who are available by phone Monday-Friday between the hours of 8:00AM and 4:30PM. The counselors are responsible for receiving housing calls and providing assistance, information, and referrals that lead to a resolution of fair housing discrimination and tenant-landlord calls. All activities will be performed during the fiscal year July 1st, 2021 through June 30, 2022.*

**C.** Describe how the project meets the CDBG Program National Objectives, the City of Santee Priorities, or is included under the Eligible Activities.

*CSA San Diego County has provided high quality and reliable housing and human relations services in San Diego County for nearly 50 years. Our services aim to address both national and local CDBG objectives. • On the national level, our services provide a direct benefit to low and moderate-income persons to develop and sustain a reasonable urban community, including decent housing and suitable living environments through the prevention or elimination of slum and decay. • On the local level, we provide public services that promote affordable, habitable, discrimination-free, and equal opportunity housing which reduces homelessness and leads to improved quality of life for seniors and other persons with special needs.*

**D.** Agency/Nonprofit Organization Information:



Outline the background of your agency/nonprofit organization, including the length of time your agency has been in operation, the date of incorporation, the type of corporation and the type of services provided. If the request for funding is submitted as part of a collaborative application, please provide information for each member of the collaborative. **If your organization has received CDBG funds from the City of Santee in the past, please note the number of years the organization has received CDBG funding.**

*CSA San Diego County is a private, non-profit agency that was founded in 1969 under the name Heartland Human Relations and Fair Housing then incorporated in 1972. In 2010, our organization was renamed as CSA San Diego County and incorporated under that name. Our mission is "To promote positive attitudes and actions that ensure respect, acceptance and equal opportunity for all people." The agency works cooperatively with community groups, local government bodies, law enforcement, and state and federal fair housing enforcement agencies in a collaborative effort to advocate for and promote the concept of fair treatment, the provision of affordable and habitable housing and equal opportunity for all persons regardless of race, religion, color, ethnicity, age, sexual preference, marital status, familial status, disability or source of income. CSA has provided fair housing and human relations services to low and moderate-income households since the early 1970's. CSA has provided housing services to the City of Santee since 1993.*

**E. Financial:**

Describe your agency's fiscal management procedures including financial reporting, record keeping, accounting systems, payment procedures, and audit requirements. Describe how records are maintained to ensure the project benefits targeted groups.

*CSA's Board of Directors is legally and fiduciary responsible for the organization on a monthly basis. The Board President, Jose Preciado, supervises the Executive Director who is responsible for the finances of the organization on a day-to-day basis. In turn, the Executive Director supervises the agency's accountant, Tyrone Spencer, who maintains a QuickBooks accounting and payroll system. Invoices and fiscal documentation is provided to Santee monthly. All records are kept either as computer files or in a hard copy that is filed and stored on-site. CSA is anticipating our first annual audit per OMB Circular A-133.*

**F. Personnel:**

Identify the staff administering/implementing this project and provide their experience in similar programs.

*The Executive Director, Estela De Los Rios, is solely responsible for directing and overseeing the daily operations of CSA San Diego County and its programs. She is responsible for the implementation of program services, outreach, and reporting. George Ibarra, the Senior Housing Counselor supervises the agency's fair housing*

*counselors and oversees accurate completion of contract deliverables. The management of the Executive Director and the Senior Housing Counselor assures that the quality of services performed adheres to all local, state, and federal regulations. The day-to-day fair housing and tenant-landlord services are performed by a multilingual staff with over 40 accumulated years of expertise in the area of housing.*

**G. Conflict of Interest:**

Please identify any member, officer, or employee of your organization who is an officer or employee of the City of Santee or a member of any of its boards, commissions, or committees or has any interest or holding which could be affected by any action taken in the execution of this application.

*No employee of CSA San Diego County is an officer or employee of the City of Santee. No member of any of its boards, commissions, or committees has any interest or holding which could be affected by any action in execution of this application.*

**MEETING DATE** February 10, 2021

**ITEM TITLE** RESOLUTION AUTHORIZING A SEVENTH AMENDMENT TO THE AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR URBAN FORESTRY SERVICES AND APPROPRIATING FUNDS

**DIRECTOR/DEPARTMENT** Bill Maertz / Community Services

**SUMMARY** On June 13, 2018, the City Council awarded the contract for Urban Forestry Maintenance Services to West Coast Arborists Inc. ("WCA") in the amount of \$135,696 ("Contract"). On October 10, 2018, the City Council approved the First Amendment to the Contract to temporarily increase FY2018-19 Extra Work for an amount of \$49,000. A Second Amendment was approved by the City Council on May 8, 2019, temporarily increasing the FY2018-19 Contract amount by \$42,602. A Third Amendment was approved by the City Council on September 18, 2019, temporarily increasing the FY2019-20 Contract amount by \$19,500. On May 8, 2020, the City Manager approved the Fourth Amendment to the Contract to temporarily increase Extra Work in FY2019-20 by \$15,500 and in FY2020-21 by \$13,569. On October 14, 2020, the City Council declared a local emergency and authorized the Fifth Amendment to the Contract to provide emergency tree removal service in Mast Park West, temporarily increasing the FY2020-21 Contract amount by \$74,970. On November 18, 2020, the City Council expanded the local emergency and authorized a Sixth Amendment to provide emergency tree removal adjacent to homes on Willowgrove Avenue east of Carlton Hills Boulevard, temporarily increasing the FY2020-21 Contract amount by \$37,740.

In early 2020, the City adopted the Sustainable Santee Plan and certified the related Final Environmental Impact Report. Certain environmental groups initiated a lawsuit to challenge those actions by the City. In June 2020, the City and the environmental groups reached a settlement, pursuant to which the City agreed to consider an Urban Forestry Management Plan. The Seventh Amendment would modify the Contract to provide for preparation of an Urban Forestry Management Plan per the proposal from WCA dated December 10, 2020, and provide funding for additional street tree grid trimming performed to remove obstructions to street sweepers at a cost of \$18,270. Adoption of an Urban Forestry Management Plan at a cost of \$49,980 will facilitate more efficient tree trimming or removal, support public safety, identify appropriate locations for additional tree planting and specify tree species most appropriate for planting in public and private projects. Approval of the Seventh Amendment would increase the FY2020-21 Contract amount by \$68,250, from \$261,975 to \$330,225.

**ENVIRONMENTAL REVIEW**

This item is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15061(b) (3).

**FINANCIAL STATEMENT**

An appropriation from the General Fund reserve balance in the amount of \$49,980 is required for the cost of the Urban Forestry Management Plan. Funding is available in the adopted FY 2020-21 Gas Tax Fund budget for the additional street tree grid trimming.

**CITY ATTORNEY REVIEW**  N/A •  Completed

**RECOMMENDATION**

Adopt resolution authorizing the City Manager to execute a Seventh Amendment to the Contract with WCA and to appropriate \$49,980 from the General Fund reserve balance for preparation of an Urban Forestry Management Plan.

**ATTACHMENT** Resolution.



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
APPROVING THE SEVENTH AMENDMENT TO THE CONTRACT WITH WEST  
COAST ARBORISTS INCORPORATED FOR URBAN FORESTRY MAINTENANCE  
SERVICES AND APPROPRIATING FUNDS**

**WHEREAS**, on June 13, 2018, the City Council approved a contract with West Coast Arborists Inc. (“Contractor”) for Urban Forestry Maintenance Services in the amount of \$135,696 for Fiscal Year 2018-19 and authorized the City Manager to approve change orders in an amount up to 10% of the current contract amount; and

**WHEREAS**, on July 1, 2018, the City and Contractor entered into a Contract for “Urban Forestry Maintenance Services” (“Contract”); and

**WHEREAS**, on October 10, 2018, the City Council approved the First Amendment to the Contract to increase extra work in the amount of \$49,000 to alleviate a fire hazard associated with trees and brush growing on a City-owned property, thus temporarily increasing the FY 2018-19 Contract amount to \$184,696 (“First Amendment”); and

**WHEREAS**, on May 8, 2019, the City Council approved the Second Amendment to the Contract to increase Extra Work in the amount of \$42,602 to remove dead, dying, diseased or poorly structured trees in City parks, rights-of-way and flood channels and additional miscellaneous expenses, thus temporarily increasing the FY 2018-19 Contract amount from \$184,696 to \$227,298; and

**WHEREAS**, on September 18, 2019 the City Council approved the Third Amendment to the Contract to increase Extra Work in the amount of \$19,500 to prune 130 trees and remove one tree and stump within the Town Center Landscape Maintenance District (Zone A), thus increasing the FY 2019-20 Contract amount from \$135,696 to \$155,196, with the FY 2020-21 Contract amount reverting to \$135,696; and

**WHEREAS**, on May 8, 2020, the City Manager approved the Fourth Amendment to the Contract to increase Extra Work in Fiscal Year 2019-20 in the amount of \$15,500 for removal of dead, dying and diseased trees throughout the City, thus increasing the FY 2019-20 Contract amount from \$155,196 to \$170,696; to extend the Contract through June 30, 2021; and to increase Extra Work in Fiscal Year 2020-21 in the amount of \$13,569 to remove dead, dying, diseased and poorly structured trees throughout the City, thus increasing the FY 2020-21 Contract amount from \$135,696 to \$149,265; and

**WHEREAS**, on October 14, 2020 the City Council declared a local emergency and authorized the Fifth Amendment to the Contract to provide one-time emergency tree removal service in Mast Park West within a 35-foot firebreak adjacent to homes on Willowgrove Avenue west of Carlton Hills Boulevard, thus increasing the FY 2020-21 Contract amount by \$74,970 from \$149,265 to \$224,235; and

**WHEREAS**, on November 18, 2020, the City Council expanded the local emergency and authorized the Sixth Amendment to the Contract to provide one-time emergency tree removal service in Mast Park East within a 35-foot to 50-foot firebreak adjacent to homes on Willowgrove Avenue east of Carlton Hills Boulevard, thus increasing the FY 2020-21 Contract amount by \$37,740 from \$224,235 to \$261,975; and

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, in early 2020, the City adopted the Sustainable Santee Plan and certified the related Final Environmental Impact Report, and certain environmental groups initiated a lawsuit to challenge those actions by the City; and

**WHEREAS**, in June 2020, the City and the environmental groups reached a settlement, pursuant to which the City agreed to consider an Urban Forestry Management Plan; and

**WHEREAS**, adoption of an Urban Forestry Management Plan will facilitate more efficient tree trimming or removal, support public safety, identify appropriate locations for additional tree planting and specify tree species most appropriate for planting in public and private projects; and

**WHEREAS**, Contractor has experience in the preparation of Urban Forestry Management Plans and has submitted a scope of work and cost proposal dated December 10, 2020 to prepare an Urban Forestry Management Plan for the City of Santee at a cost of \$49,980; and

**WHEREAS**, Contractor was directed to perform additional street tree grid trimming to remove obstacles to street sweepers at a cost of \$18,270; and

**WHEREAS**, the City and Contractor now desire to execute a Seventh Amendment to the Contract to provide for the preparation of an Urban Forestry Management Plan and the additional street tree grid trimming.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Santee, California, that it hereby approves the Seventh Amendment to the Contract with West Coast Arborists to increase the FY 2020-21 contract by \$68,250 from \$261,975 to **\$330,225**, authorizes the City Manager to execute the Seventh Amendment and appropriates \$49,980 from the General Fund reserve balance. The FY 2021-22 Contract amount will revert to \$135,696.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 10<sup>th</sup> day of February 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**JOHN W. MINTO, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ANNETTE ORTIZ, CMC, CITY CLERK**

**MEETING DATE** February 10, 2021

**ITEM TITLE** LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS ON PUBLIC STRUCTURES WITH CROWN CASTLE FIBER, LLC FOR THE INSTALLATION AND OPERATION OF WIRELESS TELECOMMUNICATION EQUIPMENT WITHIN THE CITY OF SANTEE

**DIRECTOR/DEPARTMENT** Melanie Kush, Development Services 

**SUMMARY**

The City has received a request from Crown Castle Fiber, LLC (hereinafter "Crown Castle") for approval of plans to continue to install, operate and maintain fiber-optic cable and associated equipment in the public right-of-way. This request is an extension of the existing agreement between the City and NextG Networks of California, Inc (Next-G). Next-G has been acquired by Crown Castle. The details of the agreement are discussed in the Staff Report.

**ENVIRONMENTAL REVIEW**

This Agreement is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15303, Class 3, entitled "New Construction or Conversion of Small Structures", subsection (d), which provides an exemption for the installation of small new equipment and facilities in small structures. This project involves minor modification to existing utility and street light poles to support encased panel antennae, electrical connections and installation of fiber optic conduit within existing developed public rights-of-way.

**FINANCIAL STATEMENT** 

The City is expected to initially receive \$270 per installation annually through this agreement. This amount would increase if the system expands and through annual increases based on the change in the Consumer Price Index (CPI) or a minimum of 3%. If the Alternative Rent is triggered as provided by the agreement the base rent would automatically be increased to \$1250 per installation annually. Costs incurred by the City in preparing this agreement have been covered through deposits provided by Crown Castle.

**CITY ATTORNEY REVIEW**  N/A •  Completed

**RECOMMENDATION** 

Approve the License Agreement for Wireless Facilities on Public Structures between the City and Crown Castle Fiber, LLC for the installation and operation of wireless telecommunication equipment, and authorize the City Manager to execute said Agreement and future similar agreements.

**ATTACHMENT**

Staff Report  
License Agreement



## **STAFF REPORT**

### **LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS ON PUBLIC STRUCTURES WITH CROWN CASTLE FIBER, LLC FOR THE INSTALLATION AND OPERATION OF WIRELESS TELECOMMUNICATION EQUIPMENT WITHIN THE CITY OF SANTEE.**

**CITY COUNCIL MEETING  
February 10, 2021**

#### **BACKGROUND**

NextG Networks of California, Inc (Next-G) entered into a Right-of-Way Use Agreement with the City of Santee on January 10, 2009 to place a fiber-based communications network serving NextG's wireless carrier customers and using microcellular optical repeater equipment within the City's right-of-way. Next-G has been acquired by Crown Castle Fiber, LLC, (Crown Castle). Staff has been working with Crown Castle through extensions of the existing agreement and has been working to replace the agreement based upon the City's latest Master License Agreement for telecommunications services within the City's right of way. Specifically, on March 18, 2018 the City entered into a Master License Agreement with AT&T. This agreement was prepared to be the basis for other similar license agreements for wireless installations on public facilities and was anticipated to be used as a standard agreement for other providers.

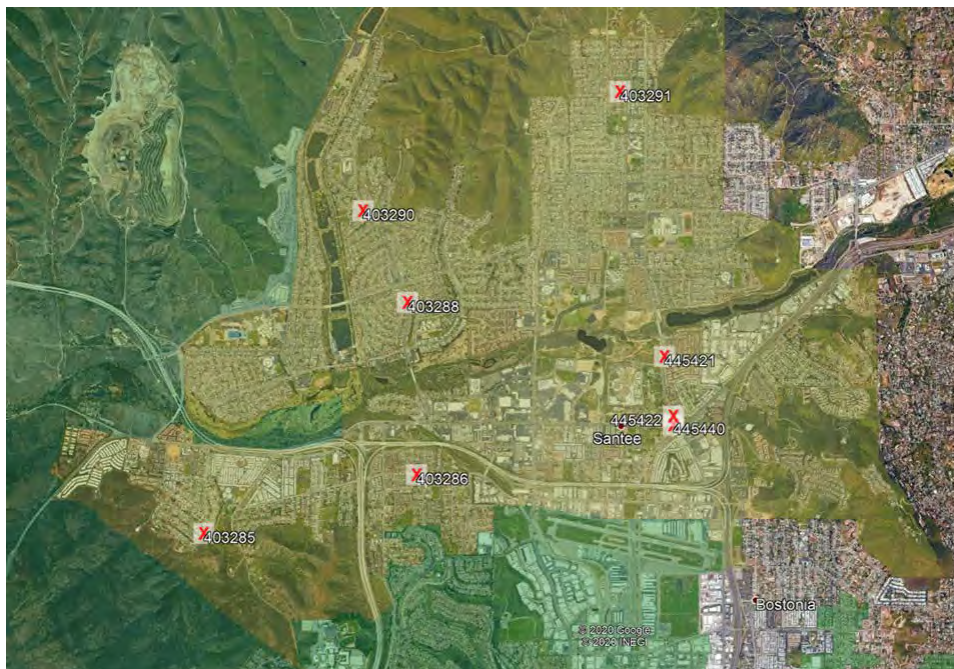
The Master License Agreement covers the installation of micro cell antennas where conventional cell phone towers are not available. This is done using a system of fiber-optic cable and limited antennae on street light and utility poles. In general, this work is permitted through statewide laws governing telecommunication providers, although local permits (Encroachment Permits) are required. The system itself consists of antennae that are connected at the top of existing utility or street light poles ("nodes") which are used to send or receive wireless telecommunication signals. These signals are then carried over fiber-optic lines until they reach a spot when they can again be transmitted wirelessly. The fiber-optic cables have been placed on utility or street light poles where there is overhead wiring, and underground where such facilities are already underground.

#### **REQUEST**

City staff has worked with representatives of Crown Castle and the City Attorney's Office to modify the Master License Agreement to comply with an FCC ruling that went into effect on January 14, 2019. The FCC Declaratory Ruling (FCC 18-133) relates to the maximum rent amount that can be collected for these types of facilities. The Declaratory Ruling is currently the subject of litigation. The agreement has been drafted to establish the payment of rent and how it may be impacted by the Declaratory Ruling and the resolution of the related litigation during the Term and any renewal terms.

During any period in which the FCC Declaratory Ruling (FCC 18-133) is in effect the base rent shall be \$270 per installation per calendar year. During any period in which the Alternate Rent provisions are in effect the base rent shall be \$1,250 per installation per calendar year. The base amount under each Wireless Installation shall be subject to an annual adjustment based upon the latest consumer price index (CPI).

Crown Castle currently has 8 small cell sites within the City as shown in following map.



The existing facilities that are placed within areas with overhead utilities are located at 8093-1/3 Linen Dr, 9229-1/3 Prospect Ave, and 9531-1/3 Carlton Hills Blvd.

A typical overhead mount is shown below. This site is located at 9229-1/3 Prospect Avenue.





The existing facilities placed on City street lights are located at 9308-1/3 Lake Canyon Rd, 10192-1/3 Kerrigan St, 9144-1/3 Magnolia Ave, 8946-1/3 Magnolia Ave, and 10538-1/3 Mission Gorge Rd. A typical street light mount is shown below. The site is located at 10538-1/3 Mission Gorge Road.



Key points of the Agreement include:

- While the FCC Declaratory Ruling is in effect the City would receive a base rental of \$270 annually for each City-owned street light pole used as a node. The pole rental would increase annually with increases in the CPI or a minimum of 3%. In the event the relevant provisions of the FCC Declaratory Ruling cease to be effective, the City would receive the Alternative Rent in the base amount of \$1,250 annually plus an annual increase based upon the CPI.
- Crown Castle would repair any damage caused by construction and would provide suitable bonds and insurance to secure construction and any future repairs. Crown Castle would also subscribe to the DigAlert Program to provide markout of its facilities to allow future projects to avoid damage to its facilities.

- Crown Castle must comply with applicable Santee Municipal Code requirements, including that antennae and related equipment be coated with finishes that blend with the color of the host pole; and that the design minimizes visual effects.
- Crown Castle must apply for an Encroachment Permit from the City prior to installing any node and must obtain appropriate permits and inspections from the City and pay for City staff time on a full cost recovery basis.

If this agreement is approved by the City Council, Staff also requests that the City Manager be authorized to execute other license agreements with similar terms and rental rates.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council approve the License Agreement for Wireless Facilities on Public Structures between the City and Crown Castle for the installation and operation of wireless telecommunication equipment, and authorize the City Manager to execute said Agreement and future similar agreements.

**LICENSE AGREEMENT FOR WIRELESS**

**INSTALLATIONS ON PUBLIC STRUCTURES**

**BETWEEN**

~~**NEW CINGULAR WIRELESS PCS, LLC D/B/A AT&T MOBILITY**~~

**CROWN CASTLE FIBER LLC**

**AND**

**CITY OF SANTEE**

**EFFECTIVE DATE:**

~~**April 26, 2018**~~

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## LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS ON PUBLIC STRUCTURES

This License Agreement For Wireless Installations on Public Structures (the "Agreement") is made and entered into as of ~~April 26, 2018~~ (" Effective Date") by and between THE CITY OF SANTEE, a California Municipal Corporation ("Licensor") and ~~NEW CINGULAR WIRELESS PCS, LLC a Delaware limited liability company d/b/a AT&T Mobility~~ ("Licensor") and CROWN CASTLE FIBER LLC ("Licensee"). Licensor and Licensee shall be referred to hereafter individually as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, Licensor owns certain Structures (defined below) located in the Rights of Way (defined below) of the City of Santee;

WHEREAS, Licensee seeks to use space on certain of ~~Licensor's~~Licensor's Structures for construction, operation, and maintenance of Wireless Installations (defined below) permitted by the FCC and in accordance with FCC rules and regulations;

WHEREAS, Licensor wishes to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of small wireless facilities, while enabling Licensor to promote the management of the Rights-of-Way in the overall interests of the public health, safety and welfare;

WHEREAS, Licensor is willing to accommodate ~~Licensee's~~Licensee's non-exclusive use of such Structures in accordance with all applicable law and the terms of this Agreement;

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement, the Parties hereby agree as follows:

#### **0. CERTAIN DEFINED TERMS**

As used herein, the following capitalized terms have the meaning ascribed to them below.

"Applicable Code" means the Code of the City of Santee.

"Emergency" means a situation in which there is an imminent threat of injury to person or property, or loss of life.

"FCC" means the Federal Communications Commission;



“Permit” means an authorization from Licensor to Licensee issued pursuant to Section 3 of this Agreement.

“Person” or “Persons” means any person or entity;

"Right of Way" or ("ROW") means area on, below, or above a public roadway, highway, street, public sidewalk, or alley which the City has an interest. The term does not include a private easement or the airwaves above a public right of way with regard to wireless telecommunications

"Structure(s)" means Licensor-owned or controlled pole(s) supporting one or more streetlights; and any other similar structure(s) capable of accommodating a Wireless Installation. Structure does not include any Licensor pole used for the function of electricity distribution or as a traffic signal.

"Technical Grounds" means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable law.

"Wireless Installation" means antenna system equipment at a fixed location that enables wireless communications between user equipment and a communications network, including facilities that operate on FCC-approved frequencies in the bands authorized for commercial wireless communication services by the FCC pursuant to FCC licenses issued to Licensee, and all associated equipment, affixed by Licensee to a Structure owned or controlled by Licensor pursuant to a Permit (in accordance with Section 3.1 hereof) authorized by Licensor. The term includes: (a) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; (b) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with an installation; and (c) a distributed antenna system (DAS). The term does not include: (a) an electric generator; (b) a pole; or (c) a macro tower. Small cell ~~is included as a type of "Network Node."~~and Small Wireless Facility, as such term is defined in 47 U.S.C. § 1.6002, are types of Wireless Installations.

## 1. SCOPE OF AGREEMENT

1.1 Scope of Agreement. Licensee may only use Structures pursuant to a Permit. Any and all rights expressly granted to Licensee under this Agreement, which shall be exercised at ~~Licensee's~~Licensee's sole cost and expense, shall be subject to the prior and continuing right of the Licensor to use any and all parts of the Structures and ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Structures or ROW as of the date of the individual Permit. Nothing in this Agreement grants Licensee the right to make any Wireless Installation, or to install other facilities, including Wireless Facilities, that do not conform to this Agreement. No use of ~~Licensor's~~Licensor's Structures under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures.

1.2 Non-Interference. Licensee acknowledges and agrees that the primary purpose of the Structures is to serve the Licensor and the public. Licensee in the

performance and exercise of its rights and obligations under  
this Agreement shall not

interfere in any manner with ~~Licensor's~~Licensor's own primary service requirements ~~which now, or in the future may exist, or with~~or the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by Licensor, electroliers, cable television, location monitoring services, public safety and other existing telecommunications equipment, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties. If such interference occurs, Licensee must discontinue using the Wireless Installation, methodology or technology that causes the interference until Licensee takes corrective measures to eliminate such interference. In the event that such interference does not cease promptly, Licensee acknowledges that continuing interference may cause irreparable injury and harm, and therefore, in addition to any other remedies, and without limitation of any other remedy, Licensor is entitled to seek temporary and permanent injunctions against the breach of this Subsection.

## 2. GENERAL OBLIGATIONS

2.1 Attachment to Structures. Subject to the conditions and obligations herein, the Licensor authorizes and permits Licensee to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Wireless Installations in or on identified Structures located in the ROW subject to this agreement.;

2.2 Power. Licensee must provide an independent source of power to any permitted Wireless Installation and must not draw power from the power source associated with the Structure to which it is attached or installed. Licensee is solely responsible for arranging and paying to the utility service provider all power utility charges that are attributable to the Wireless ~~Installation's~~Installation's use of power, including the cost of installing meters for any item of Wireless Installation.

2.3. Replacement Facility. If Licensee selects a Structure that is structurally inadequate to accommodate a Wireless Installation, Licensee may at its sole cost and expense replace the Structure (a "Replacement Facility") with one that is acceptable to and approved by Licensor as part of the applicable Permit, or alternatively, if requested by Licensee and agreed by Licensor, Licensor may replace the Structure with the Replacement Facility at ~~Licensee's~~Licensee's cost (which shall first be approved by Licensee). Licensee must dedicate such Replacement Facility to the Licensor. In the event a Replacement Facility is provided and Licensor requires, Licensee must provide a spare pole for storage by Licensor free of charge, not to exceed 5 (five) poles. In the event the Replacement Facility needs to be replaced, Licensor will replace the damaged Replacement Facility with the spare pole at ~~Licensee's~~Licensee's cost (which shall be limited to ~~Licensor's~~Licensor's actual out of pocket costs), and Licensee must replace the spare pole for storage within one hundred twenty (120) days.

2.4 Proprietary Capacity. ~~Licensee acknowledges and agrees that~~Unless prohibited by applicable law, Licensor is entering into this Agreement and any Permit solely in its capacity as a property owner of



Structures in the ROW and not in its capacity as a regulatory agency. Nothing in this Agreement limits in any way ~~Licensee's~~Licensee's obligation to obtain required regulatory approvals

from any Licensor department, board or commission or other governmental agency that has regulatory authority over ~~Licensee's~~ Licensee's proposed activities involving use of the Structures in the ROW. All work performed pursuant to the rights granted by this Agreement is subject to the prior review and approval of Licensor in accordance with its current permitting procedures.

2.5 Compliance with Laws. Licensee must comply with all applicable laws in ~~in~~ the exercise and performance of its rights and obligations under this Agreement.

2.6 Technical Requirements and Specifications.

(a) At its own expense, Licensee must erect, install, repair and maintain its Wireless Installations in safe condition and good repair in accordance with:

(i) the requirements and specifications of the National Electrical Safety Code ("NEC"), the National Electrical Code ("NEC") and any and all other applicable regulatory codes for safe practices when performing work on or near Structures (collectively, "Safety Codes");

(ii) any current or future rules or orders of the FCC, the State public utility commission, or any other federal, state or local authority having jurisdiction;

(iii) City of Santee Municipal Code and codes incorporated therein to the extent consistent with applicable state and federal law.

(iv) changes to the requirements, specifications, rules and orders in subsections (i) and (ii) shall not apply retroactively unless required by law.

(b) Licensor may, on Technical Grounds, deny all or part of an Application for Permit, or limit the number and/or technical characteristics (*e.g.*, weight or size) of any Wireless Installation on any Structure or require relocation, replacement or removal of Wireless Installations.

2.7 No Liens Permitted. Licensee will not, directly or indirectly, create, incur, ~~incur,~~ assume or suffer to exist any lien with respect to any Structure or other Licensor property or facility resulting from any work performed by Licensee or on its behalf pursuant to this Agreement or any act or claim against it or any of its contractors, agents, or customers and will, at its sole expense, promptly take any action as may be necessary to discharge any such lien within thirty (30) days of first being notified in writing of its existence.

2.8 Worker Qualifications; Responsibility for Agents and Contractors. Each party shall ensure that its workers and, to the extent that either may employ agents or contractors, their workers, are adequately trained and skilled to access Structures in





accordance with all applicable industry and governmental standards and regulations. Licensor may deny access to its Structures to any such worker who is not so qualified, or does not act in a safe and professional manner when accessing any Structure. In such

event, Licensee shall take such reasonable and necessary action so as to ensure that such worker does not continue to access Structures on ~~Licensee's~~Licensee's behalf unless such worker is qualified to ~~Licensors'~~Licensors' reasonable satisfaction. In no event, however, shall a party be liable or otherwise responsible for the competence or conduct of the other ~~party's~~party's workers or those of the other ~~party's~~party's agents or contractors.

-2.9 Utilities. Licensee shall be solely responsible for arrangement and payment for a power supply necessary in connection with Wireless Installations.

### 3. ~~3.~~ **APPLICATION FOR PERMIT**

3.1 Application for Permit. Before placing any new or additional Wireless Installation onto any Structure, Licensee shall apply for and receive a Permit from Licensor and pay the fees and bonds set forth in **Exhibit B**, which amounts will include the cost of ~~Licensors'~~Licensors' review of all materials submitted. Licensee shall apply for the permit using a form provided by Licensor, substantially conforming to the Application for Permit attached as **Exhibit A** hereto, and which Licensor may revise or amend from time to time in its reasonable discretion. Each Application for Permit may propose up to ten (10) different Wireless Installations. Licensee may submit no more than one application pursuant to this Agreement per month. As part of the Application for Permit, Licensee must provide the following for each proposed Wireless Installation, at a minimum:

3.1.1 an industry standard pole load analysis for each proposed Structure;

3.1.2 an analysis showing that the proposed Wireless Installation for each location will not cause any interference with public safety radio systems, traffic signal light systems, traffic signal preemption systems, supervisory control and data acquisition (SCADA), or other safety communications components, smart meter systems, or any other communications systems;

3.1.3 detailed drawings, with calculations showing the size and weight for each proposed Wireless Installation and the size and location of all ground equipment;

3.1.4 any other information lawfully required by Licensor for each location.

3.2 Action on Application for Permit. Licensor may approve, approve with conditions, or disapprove an Application for Permit in its sole discretion.

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## 4. PREPARATION OF STRUCTURES FOR ATTACHMENT

### 4.1 Make-Ready Costs.

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#### **4. PREPARATION OF STRUCTURES FOR ATTACHMENT**

##### **4.1 Make Ready Costs.**

(a) Licensee is responsible for all labor and costs to prepare a Structure for attachment by Licensee ("Make-Ready Costs"). Licensor may elect to undertake labor associated with Make-Ready Costs. If Licensor so elects, Licensor will notify Licensee of the election and provide Licensee with a written estimate ("Make-Ready Cost Estimate") of the Make-Ready Costs within fourteen (14) days of ~~Licensor's~~Licensor's provision of notice of the election. Licensee shall have sixty (60) days from the receipt of the Make-Ready Cost Estimate to accept the terms set forth therein. Licensor will not begin Make-Ready Work until it has received ~~Licensee's~~Licensee's signed approval of the Make-Ready Cost Estimate and full payment thereof ("Approved Make-Ready Cost Estimate").

(b) If a Person, other than Licensor, is required to rearrange or adjust any of its facilities currently installed on ~~Licensor's~~Licensor's Structure(s) in order to accommodate a new Wireless Installation, Licensee is responsible for obtaining agreement from such Person and coordinating such activity. Licensee is also responsible for paying such other Person for its charges for the same. If Licensee is requested by another Person, to relocate or adjust any Wireless Installation to accommodate that ~~Person's~~Person's facilities, subject to ~~Licensor's~~Licensor's written approval of such relocation, the Licensee shall reasonably cooperate with such request and charge no more than Licensor would be permitted to charge for the relocation of its facilities on the applicable Structure under section 4.1(a) above.

##### **4.2 Reserved.**

4.3 Make-Ready Cost Reconciliation. If the actual and reasonable costs incurred by Licensor in a Make-Ready effort exceed the pre-paid Make-Ready Cost Estimate, Licensee shall pay Licensor the shortfall amount of such costs within sixty (60) days of receipt of the invoice. If such Make-Ready Costs were less than the ~~prepaid~~pre-paid Make-Ready Estimate, Licensor will refund the excess Make-Ready Payment to Licensee within sixty (60) days following completion of the make-ready work. No interest shall accrue on any excess Make-Ready Payment credit balance or be due on any shortfall.

4.4 Notification of Completion of Installation. Within twenty (20) business days of completing the installation of each Wireless Installation, Licensee shall notify Licensor of such completion.

#### **5. OPERATION AND MAINTENANCE; RESERVATION OF RIGHTS**

5.1 Reservation of Rights. As permitted by applicable law and this Agreement, Licensor reserves the right to operate and maintain its Structures, ROW, and facilities, to discontinue such maintenance, and to remove its Structures and facilities, in



order to fulfill its own service requirements, and its public, employee and worker safety obligations.

5.2. RF Emissions.

(a) Licensee will comply with all Federal Communications Commission (FCC) regulations regarding radio frequency (“RF”) emissions and exposure

limitations. Licensee is allowed to install signage and other mitigation, such as a power cut-off switch on Structures, if such signage or mitigation is approved as part of the Permit, ~~(a)~~ to allow workers and third parties to avoid excess exposure to RF emissions.

~~(b)~~ (b) Licensee is under an obligation to operate its own existing or future facilities to protect against RF interference to RF signals of Licensor and such other attachers, as applicable, as may emanate or arise. Licensee shall endeavor to correct any interference to other networks created by its RF emissions.

5.3 FCC Antenna Registrations, Federal Aviation Administration ("FAA") Compliance. Licensee is solely responsible for ensuring compliance with any and all FCC antenna registration, FAA, or similar requirements with respect to the location of the ~~Licensee's~~Licensee's antennas or other facilities. Without limitation, Licensee acknowledges and agrees that ~~Licensor's~~Licensor's Structures are not "antenna structures" under the ~~FCC's~~FCC's rules and that, accordingly, Licensor has no obligation of its own in this regard to register them with the FCC, the FAA, or other agency.

#### 5.4 Equipment Modification and Replacements.

(a) Subsequent to the original installation of ~~Licensee's~~Licensee's equipment, Licensee may modify or replace the equipment so long as such modification or replacement does not increase the load (wind or static) on the applicable Structure beyond the loading, if any, that was established in the approved application, increase the size of the Wireless Installation, or involve placement of equipment outside the area designated or in a different fashion than in the approved application without obtaining prior written consent of Licensor through an amendment to the Permit.

(b) If Licensee proposes to modify the Wireless Installation to increase the load or size, to place equipment outside the designated area, or which is different in any material way from the then-existing and approved Wireless Installation, then Licensee must first obtain the written approval for the use and installation of the modified Wireless Installation, which approval shall not be unreasonably withheld, ~~conditioned~~ or delayed. Any such approval shall take the form of an amendment to the applicable Permit. In addition to any other submittal requirements, and if requested by Licensor, Licensee shall provide load

(structural) calculations for all Structures upon which it intends to install Wireless Installations in the ROW, notwithstanding original installation or by way of equipment type changes.

5.5 Access.

(a) Prior to the Licensor accessing or performing any work on a Structure on which Licensee has a Wireless Installation, Licensor may require Licensee to deactivate such Wireless Installation. In such case, Licensor will contact Licensee to request immediate deactivation. Further, Licensee must install



~~(a)~~ a disconnect device at each Structure on which it installs a Wireless Installation so that in case of emergency or to protect the public health or safety, Licensor may disconnect such Wireless Installation from its power source and safely shut it down.

~~(b)~~ (b) Prior to Licensee accessing its Wireless Installation for non-emergency purposes at any time, Licensee must provide notice to the Licensor in accordance with the notice provisions of this Agreement or otherwise specified in the Permit.

5.6 Installation and Operation. Licensee shall comply with all applicable Federal, State, and local codes related to the construction, installation, operation, maintenance, and control of ~~Licensee's~~ Licensee's Wireless Installations installed on Structures.. Licensee shall not attach, install, maintain, or operate any Wireless Installation on Structures without the prior written approval of an authorized representative of the Licensor for each location as evidenced in a signed Permit. Licensee shall keep the Structures free and clear from any liens arising out of any work performed, material furnished or obligations incurred by or for Licensee.

(a) Upon the completed installation of each Wireless Installation, Licensee must promptly furnish to Licensor a current list and map that identifies the exact location, permit number, and description of the Wireless Installation in or on the Structure in a format that is compatible with ~~Licensor's~~ Licensor's information technology, including but not limited to ESRI compatible GIS shapefiles.

## 6. CHARGES, BILLING AND PAYMENT

6.1 Annual Rent For Wireless Installations. Licensee shall pay Licensor the rental fee ("Rent") per Wireless Installation as set forth in Exhibit B, for each year (or partial year) that this Agreement remains in effect. Said Rent is per Structure and includes all appurtenant equipment and facilities used in connection with Wireless Installations.

~~6.2 Power Costs. If any applicable Permit authorizes Licensee's use of electrical power from Licensor's power source and reimbursement to Licensor, the reimbursement of power shall be paid to Licensor on a calendar year basis and shall be based upon the number of Wireless Installations that are authorized to use Licensor's electric power times the applicable rate(s) as indicated in the applicable Permit(s) ("Power Cost Fee"). The Licensor may increase the power fee charged in any Permit if~~

~~the applicable rate as filed with the PUC increases. Any such change in rates shall take effect on January 1st of each year.~~

6.36.2 Timing of Payment and Calculation of Number of Wireless Installations.

~~(a)~~ (a) The Rent shall be payable annually in advance for each Wireless Installation. Licensee must pay, for each new Wireless Installation, a prorated annual rental rate within forty-five (45) days after issuance of a Permit. Thereafter, Rent is payable annually for each Wireless Installation, for which a Permit has been issued as of October 1 of the prior calendar year (the “Record Date”). Licensee must furnish to Licensor with each payment of the Rent a statement, executed by an authorized officer of Licensee, showing the basis for calculating the Rent. Acceptance by Licensor of any payment of the Rent shall not be deemed a waiver by Licensor of any breach of this Agreement occurring prior thereto, nor will the acceptance by Licensor of any such payment preclude Licensor from later establishing that a greater amount was actually due or from collecting any balance that is due.

~~(b) If Licensee's~~(b) If Licensee's records show a different number of Wireless Installations for which a Rent payment is required, Licensee shall so notify Licensor. Licensor will then, following receipt of ~~Licensee's~~Licensee's notification, either accept in writing ~~Licensee's~~Licensee's revised count/information or notify Licensee in writing that a dispute exists about such count, in which event the parties shall comply with the dispute resolutions provisions of the agreement.

6.46.3 Rent Adjustment. Effective on the first anniversary of the Effective Date, and continuing annually thereafter during the Term, the Rent for the then existing Permit(s) shall be increased by the greater of three percent (3%) or the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) (All Items, All Consumers, 1982-1984=100) that occurred during the previous one year period for the San Diego County Metropolitan Statistical Area as measured in the month two months prior to the anniversary of the Effective Date, over the Rent paid for the immediately preceding year.

6.56.4 Performance Bond. Licensee must furnish a performance bond (the "Performance Bond") as provided for in Section 9.4, in order to guarantee ~~Licensee's~~Licensee's performance of all terms and conditions of this Agreement.

6.66.5 Unauthorized Wireless Installations.

(a) ~~(a)~~ Upon discovery of a Wireless Installation that has not been approved by Licensor by Permit (an "Unauthorized Wireless Installation"), Licensor may require Licensee to remove the Unauthorized Wireless Installation. As an alternative, and in its sole discretion, Licensor may require Licensee to submit an application for permit and issue an invoice requiring payment of a sum equal to the amount of (a) the number of years since the last jointly conducted audit, multiplied by (b) five (5) times the then current Rent, multiplied by (c) the number of Unauthorized Wireless Installations.

(b) If Licensor does not require removal of an Unauthorized Wireless Installation, Licensee must, within sixty (60) days after notification of an Unauthorized Wireless Installation, apply for a Permit and Licensor shall approve or deny such Application for Permit in accordance with this Agreement.

(c) Unauthorized Wireless Installations are considered a default of this Agreement and Licensor shall have the right to remove the Unauthorized Wireless Installation in its discretion in accordance with this Agreement or an applicable Permit.

~~6.7~~ 6.6 Billing and Payment Generally.

(a) Except as otherwise provided herein, all bills and invoices and other requests for payment rendered under this Agreement shall be paid by Licensee within thirty (30) days from the receipt of invoice. Interest of two percent (2%) per month (or the highest amount permitted by law, whichever is less) of the total amount due and

~~(a)~~ unpaid will apply to any unpaid amount after thirty-five (35) days after the invoice is mailed.

(b) Licensee shall notify Licensor within fifteen (15) days of the date of invoice of any dispute, with sufficient particularity to identify the amounts in, and grounds for, dispute.

(c) The remedy provisions set forth in subsection (a) above are not exclusive, and do not preclude the Licensor from pursuing any other or additional remedy in the event that payments become overdue by more than 30 days.

## **7. AUDITS AND INSPECTIONS**

### **7.1 Audits.**

(a) Licensee and Licensor shall cooperate in determining the total number of Wireless Installations that are in the ROW pursuant to this Agreement. This determination shall be based on an on-going inventory of Permits issued by Licensor and the list required by Section 5.6. Licensor has the right to require a jointly conducted physical audit of Wireless Installations no more frequently than once every five (5) years, unless Licensee is responsible for a Default (defined in section 14.1) under this Agreement, in which case Licensor may audit no more frequently than once a year (until such default is cured). Licensor must provide ninety (90) days' written notice of any audit. The actual and reasonable cost of such audits will be shared equally by Licensor and Licensee.

(b) Licensee and Licensor may mutually agree that in lieu of such a jointly conducted physical audit, the number of Wireless Installations may be determined from existing maps and attachment records, in which case, each Party shall make all

relevant maps and records available to the other Party and the number of Wireless Installations shall be cooperatively determined.

7.2 Safety Inspections. Licensor may conduct, at its sole expense,

independent audit and inspections of Wireless Installations on ~~Licensor's~~Licensor's Structures and to conduct inspections in the vicinity of Wireless Installations. Licensor shall give Licensee ten (10) days' ~~7~~ prior written notice of such inspections and Licensee shall have the right to be present at and observe any such inspections, at ~~Licensee's~~Licensee's sole expense. However, in the event of an Emergency for which Licensor must promptly provide or restore safe and reliable service, Licensor may conduct such inspections immediately and without prior notice to Licensee. Notwithstanding the foregoing, Licensee shall pay Licensor for its actual and reasonable costs for safety inspections performed for the purpose of determining if a safety violation of which Licensor has provided written notice to Licensee has been corrected by Licensee.

## 8. STRUCTURE REPLACEMENT AND ABANDONMENT AND REMOVAL OF WIRELESS INSTALLATIONS

### 8.1 Replacement or Abandonment of Structure.

(a) If for ~~any reason~~ safety, reliability or operational reasons or due to government requirements Licensor replaces or modifies a Structure to which Wireless Installations are affixed, Licensee will, upon written notice from Licensor, at its own expense, remove the Wireless Installation located on the original Structure, and, ~~if technically feasible,~~ transfer it to the replacement ~~or modified~~ Structure, in coordination with Licensor.

(b) Notwithstanding the foregoing, in the case of an Emergency, Licensor may remove, or replace the Wireless Installations or transfer them to replacement Structures, or perform any other work in connection with said Wireless Installations that may reasonably be required to maintain, replace, remove or relocate the Structures. In such a case, Licensee shall reimburse Licensor for the expenses incurred by Licensor. In the event of an Emergency, Licensor shall notify Licensee as soon as practicable after the Emergency.

(c) If Licensor desires to ~~remove~~ abandon any Structure, it shall give Licensee sixty (60) days' written notice, and within such time, Licensee must remove its Wireless Installations ~~at its own expense~~.

(d) Reserved.

(e) If, upon expiration of any required notice period for removal, Wireless Installation(s) has/have not been removed, Licensor may at ~~Licensee's~~ Licensee's sole expense, remove and dispose of the Wireless Installation(s), and without any further liability to Licensee for such removal and disposition, and Licensor may recover the removal and disposal costs from the performance bond provided pursuant to Section 9.4.

8.2 Removal of Wireless Installations by Licensee. Licensee may at any time

remove Wireless Installations from ~~Licensors'~~Licensee's Structures on sixty (60) days' notice to Licensor prior to the removal, and shall give Licensor notice of the completion of such removal within thirty (30) days after removal. No refund of any rental paid will be due on account of such removal except as provided for in section 13.3 or if triggered by casualty, fire or other harm affecting any Structure ("Casualty Event"). Licensor will provide notice to Licensee of any Casualty Event as soon as reasonably possible thereafter. In the event of damage by a Casualty Event to a Structure that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which Licensor elects not to repair, or if such Casualty Event is reasonably expected to disrupt ~~Licensee's~~Licensee's operations on the Structure for more than forty-five (45) days, then Licensee may, at any time following such casualty or harm: (i) terminate the applicable Permit upon fifteen (15) days' written notice to Licensor; or (ii) submit a new Application for Permit for an alternate location. Any such notice of termination shall cause the applicable Permit, or individual permitted Wireless Installation, to expire with the same



force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable Permit, or applicable Wireless Installation. ~~The rent shall abate during the period of repair following such Casualty Event if Licensee is entirely unable to use the Structure.~~ Except for payment of amounts due, neither Party shall have any liability for its delays or its failure of performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes reasonably beyond its control, whether or not similar to the foregoing.

8.3 Licensee Safety or Other Violations. If Licensor discovers any regulatory ~~regulatory~~ or safety violations of this Agreement with respect to Wireless Installations, it shall notify Licensee and Licensee shall immediately remedy such violations. If Licensor discovers any other violations, Licensor may provide notice and opportunity to cure, consistent with Section 13.

## 9. INSURANCE

9.1 Licensee shall at its sole cost and expense maintain the insurance coverage and limits required by this Section during the Term of this Agreement. Licensee agrees to procure the required insurance from an insurance company having and maintaining an A.M. Best rating of at least A-VII and deliver to a Licensor a Certificate of Insurance evidencing the types of insurance and policy limits required.

### 9.2 Required Insurance.

(a) Workers' Compensation and ~~Employer's~~ Employer's Liability insurance, as required by statute, with ~~Employer's~~ Employer's Liability limits of \$1,000,000 each accident, \$1,000,000 by disease policy limits, and \$1,000,000 by disease each employee. To the extent allowed by law, the policy must include a blanket waiver of subrogation in favor of Licensor.

(b) Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, with limits of:

\$ 5,000,000 General Aggregate Limit

\$ 2,000,000 Each Occurrence  
\$ 2,000,000 Each Occurrence - Personal Injury and  
Advertising Injury  
\$ 4,000,000 Products/Completed Operations Aggregate Limit

The Commercial General Liability policy must include the City of Santee through an additional insured endorsement on a primary and non-contributory basis and a waiver of subrogation in favor of Licensor.

(f) ~~(e)~~ Business Automobile Liability insurance with limits of at \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles.

(d) Umbrella and Excess Liability insurance with limits of \$2,000,000 ~~(d)~~ each occurrence and in the aggregate.

9.3 Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Licensee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Licensee will require any subcontractors performing work under this Agreement to maintain coverage and limits at least as broad as those listed above and otherwise comply with all terms and conditions of Sections 9.1-9.3, including providing copies of policies to the Licensor. With respect to any required policy that is issued on a "claims-made" basis, Licensee agrees to maintain coverage for two (2) years following the term of this Agreement. Notwithstanding the foregoing, Licensee may self-insure the required insurance under the same terms and conditions as outlined above.

9.4 Performance Bond. In order to secure the performance of its obligations under this Agreement, LICENSEE will provide the following security instrument to the LICENSOR:

(a) ~~(a)~~ Bond. Prior to the commencement of any work under this Agreement, Licensee must provide a performance bond running to the Licensor in the sum of: (i) for 1-25 Wireless Installations, not less than Twenty Five Thousand Dollars (\$25,000); (ii) for 26-50 Wireless Installations, not less than Fifty Thousand Dollars (\$50,000); and 51 or more Wireless Installations, not less than One Hundred Thousand Dollars (\$100,000). If Licensee expands the number of Wireless Installations during the term of this Agreement, Licensee shall adjust its performance security in accordance with the scale identified above. The performance bond is conditioned upon the faithful performance by Licensee of all the terms and conditions of this Agreement and upon the further condition that if Licensee fails to comply with any terms or conditions governing this Agreement, there shall be recoverable jointly and severally from the principal and surety of the bond any damage or loss suffered by the Licensor as a result, including the full amount of any compensation, indemnification, or costs of removal or abandonment of ~~Licensee's~~ Licensee's property, plus costs and reasonable attorneys' fees up to the full amount of the performance bond. Licensee will keep the performance bond(s) in place during the term of this Agreement.

~~(b)~~ Assessment of the Bond. Upon ~~Licensee's~~Licensee's failure to pay the

(b) Licensor any amount owing under this Agreement or to fulfill any obligation which the Licensor then incurs costs to remedy, the performance bond may be assessed by the Licensor for purposes including, but not limited to:

(a) reimbursement of costs borne by the Licensor to correct violations of the Agreement not corrected by

~~(a)~~ Licensee, after Licensor provides notice and a reasonable opportunity to cure such violations;

~~(b)~~ (b) to provide monetary remedies or to satisfy damages assessed against Licensee due to a material breach of this Agreement.

(c) ~~(e)~~ Restoration of the Bond. Licensee must deposit a sum of money or a replacement instrument sufficient to restore the performance bond to its original amount within 30 days after written notice from the Licensor that any amount has been recovered from the performance bond. Failure to restore the bond to its full amount within 30 days will constitute a material breach of this Agreement. Licensee will be relieved of the foregoing requirement to replenish the bond during the pendency of an appeal from the ~~Licensor's~~ Licensor's decision to draw on the performance bond.

(d) ~~(f)~~ Costs of Collection. If the performance bond is drawn upon, all of ~~Licensor's~~ Licensor's costs of collection and enforcement of the provisions relating to the bond that are specified in this section, including reasonable attorneys' fees and costs, will be paid by Licensee.

(e) ~~(g)~~ Required Endorsement. The performance bond is subject to the approval of the Licensor and must contain the following endorsement:

*"This bond may not be canceled until sixty (60) days after receipt by the City of Santee, California, by registered mail, return receipt requested, of a written notice of intent to cancel or not to renew."*

(f) ~~(h)~~ Reservation of Licensor Rights. The rights reserved by the Licensor with respect to the performance bond are in addition to all other rights and remedies the Licensor may have under this Agreement or any other law.

(g) ~~(i)~~ Admitted Surety Insurer. The surety supplying the bond shall be an "admitted surety insurer", as defined in Code of Civil Procedure and authorized to do business in the State of California.

## ~~10.~~ 10. ALLOCATION OF LIABILITIES

10.1 Licensee shall be liable for all damages for injuries to third Persons or any third ~~Person's~~Person's property proximately caused by ~~Licensee's~~Licensee's activities under this Agreement, including but not limited to, Licensee's negligence or willful misconduct or by its failure to comply at any time with the practices herein provided.

**NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE.**

10.2 Structures licensed to Licensee pursuant to this Agreement are licensed to and accepted by Licensee "as is" and with all faults. The Licensor makes no representation or warranty of any kind as to the present or future condition of or suitability of the Municipal Facilities for ~~Licensee's~~Licensee's use and disclaims any and all warranties express or implied with respect to the physical, structural, or environmental condition of the Structures and the merchantability or fitness for a particular purpose. Licensee is solely responsible for investigation and determination of the condition and suitability of any Structure for ~~Licensee's~~Licensee's intended use.

10.3 Licensee acknowledges and agrees that Licensee, subject to the terms of this Agreement bears all risks of loss or damage or relocation or replacement of its Wireless Installations and materials installed in the ROW or on Structures pursuant to this Agreement from any cause, and the Licensor shall not be liable for any cost of replacement or of repair to damaged Structures, including, without limitation, damage caused by the ~~Licensor's~~Licensor's removal of the Wireless Installation, except to the extent that such loss or damage was caused by the willful misconduct or negligence of the Licensor, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors.

## ~~11.~~11. INDEMNIFICATION

11.1 Indemnification. To the extent permitted by law, Licensee shall indemnify, hold harmless and, at ~~Licensor's~~Licensor's sole option, defend Licensor, its principals, parents, affiliates, officers, directors, ~~contractors, subcontractors, suppliers, licensees (other than Licensee),~~ invitees, agents, attorneys, employees, successors and assigns (together "Licensor Indemnitees") from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensor Indemnitees may incur, asserted by reason of the negligent installation, operation, use, repair, or removal of Wireless Installations or

breach of the terms of this Agreement by Licensee, including acts or omissions by its agents, contractors, or subcontractors.

11.2 Waiver of Claims. Licensee waives any and all claims, demands, causes of action, and rights it may assert against the Licensor on account of any loss, damage, or injury to any Wireless Structures or any loss or degradation of wireless services as a result of any event or occurrence which is beyond the reasonable control of the Licensor.



## 12. TERM

This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for a term of ten (10) years and ending on the tenth anniversary thereof, unless sooner terminated as stated herein. Within six months prior to the expiration of the initial 10-year term, and upon ~~Licensee's~~Licensee's written request, the parties will meet and confer with regard to a five-year renewal or extension of this Agreement, and the terms and conditions applicable to any such renewal or extension. Any holding over after the expiration of the term shall constitute a default by Licensee, notwithstanding that Licensor may elect to accept one or more payments of fees from Licensee.

## 13. DEFAULT AND TERMINATION

13.1 Default. If either Party fails to perform or observe any material term or condition of this Agreement within sixty (60) days after receipt of written notice of such failure from the other Party, then such Party will be in default of the Agreement ("Default"). No such failure, however, will be deemed to exist if a Party has commenced to cure such Default within such period and provided that such efforts are prosecuted to completion with reasonable diligence.

13.2 ~~Licensee's~~Licensee's Default and Licensor's Remedies. If Licensee does not cure its Default within the allotted time period, Licensor may, at its reasonable discretion, take any one or more of the following actions:

- (a) suspend ~~Licensee's~~Licensee's access to any or all of ~~Licensor's~~Licensor's Structures;
- (b) terminate the specific Permit(s) granted to Licensee covering the Structure(s) to which such Default is applicable;
- (c) require the obligation to be fulfilled;
- (d) remove, relocate, or rearrange Wireless Installations to which such Default relates (all at ~~Licensee's~~Licensee's sole expense);
- (e) decline to Permit additional Wireless Installations under this Agreement until all such Defaults are cured;
- (f) exercise its rights with respect to the Performance Bond;
- (g) terminate this Agreement; and

(h) ~~(h)~~ deny further encroachment, excavation or similar permits for work in connection with installations under this Agreement until such time as Licensee cures all of its defaults.

13.3 ~~Licensor's~~Licensor's Default and ~~Licensee's~~Licensee's Remedies.

~~(a)~~(a) If Licensor does not cure its Default within the allotted time period, Licensee may, at its reasonable discretion, either terminate this Agreement or demand that the terms of this Agreement be complied with.

(b) If Licensor Defaults and Licensee elects to terminate the Agreement, Licensor shall refund any portion of advanced, prepaid Rent actually paid by Licensee pro-rated for any period of the Term remaining following the effective date of the termination of this Agreement. Licensor shall make such refund within sixty (60) days of the effective date of such termination.

(e) Within ~~30~~90 days after the expiration or earlier termination of a Permit, Licensee must promptly, safely and carefully remove the Wireless Installation from the Structures and ROW. If Licensee fails to complete this removal work pursuant to this Section, then the Licensor, upon written notice to Licensee, shall have the right at the ~~Licensor's~~Licensor's sole election, but not the obligation, to perform this removal work and charge Licensee for the actual costs and expenses, including, without limitation, reasonable administrative costs. Licensee shall pay to the Licensor actual costs and expenses incurred by the LICENSOR in performing any removal work and any storage of ~~Licensee's~~Licensee's property after removal within thirty days of the date of a written demand for this payment from the Licensor. After the Licensor receives the reimbursement payment from Licensee for the removal work performed by the Licensor, the Licensor shall promptly make available to Licensee the property belonging to Licensee and removed by the Licensor pursuant to this Section at no liability to the Licensor. If the Licensor does not receive reimbursement payment from Licensee within such thirty days, or if Licensor does not elect to remove such items at the ~~Licensor's~~Licensor's cost after ~~Licensee's~~Licensee's failure to so remove pursuant to this Section, or if Licensee does not remove ~~Licensee's~~Licensee's property within ~~30~~90 days of such property having been made available by the Licensor after ~~Licensee's~~Licensee's payment of removal reimbursement as described above, any items of ~~Licensee's~~Licensee's property remaining on or about the ROW, Structures, or stored by the Licensor after the ~~Licensor's~~Licensor's removal thereof may, at the ~~Licensor's~~Licensor's option, be deemed abandoned and the Licensor may dispose of such property in any manner by law. Alternatively, the Licensor may elect to take title to abandoned property, and Licensee shall submit to the Licensor an instrument satisfactory to the Licensor transferring to the Licensor the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

13.4 Termination. Licensor shall have the right to terminate any Permit for lawful a governmental purpose and reassign Licensee to a reasonably equivalent location within the Permit Areas or different site, if and when reasonably necessary on ninety (90) days' notice to Licensee. During physical relocation of the Communication Equipment to the relocation site, Licensor will work with Licensee to secure a feasible alternative City approved site for Licensee to operate temporarily installed communication equipment, which will be installed and maintained at Licensee's sole cost and expense. In the event of such termination, Licensee shall remove its Wireless Installation within ninety (90) days after termination of the Permit in accordance with section 13.3(c), and Licensor shall retain any Rent paid to such removal date

13.5 Effective Date of Termination. Any termination under sections 13.2(b), 13.2(g) or 13.3(a) shall be effective upon written notice from the terminating party to the

other party. Such notice will identify the effective date of the termination, which effective date may be as early as the effective date of the notice under section 16.1.

13.6 Cumulative Remedies. The remedies provided by this section 13 are cumulative and in addition to any other remedies available under this Agreement or otherwise.

## **14. DISPUTE RESOLUTION PROCEDURES**

As a condition precedent to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through upper management escalation ~~and non-binding mediation~~. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) business days of receipt of the disputing ~~Party's~~Party's notice, either Party may initiate mediation. Such mediation shall take place at a mutually agreeable location. In the event that such dispute is not resolved within ninety (90) calendar days following the first day of mediation, either Party may initiate litigation. In case of a failure of either Party to follow the foregoing, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

## **15. RECORDS AND CONFIDENTIALITY**

15.1 Records Required by Law. Licensee will maintain complete records pursuant to all applicable Laws.

15.2 Additional Records. The Licensor may require such additional reasonable non-confidential information, records, and documents from Licensee from time to time as are appropriate in order to reasonably monitor compliance with the terms of this Agreement.

15.3 Production of Records. Licensee shall provide such records within ten (10) business days of a request by the Licensor for production of the same unless additional time is reasonably needed by Licensee, in which case, Licensee shall have such reasonable time as needed for the production of the same. If any person other than Licensee maintains records on ~~Licensee's~~Licensee's behalf, Licensee shall be responsible for making such records available to the Licensor for auditing purposes pursuant to this Section.

15.4 Confidentiality. The Agreement and records prepared pursuant to this Agreement are subject to the California Public Records Act ("CPRA"). Licensor will determine, in its sole discretion, whether information prepared, owned, used, or retained by Licensee is a public record subject to disclosure under the CPRA. Licensee must hold



Licensors, its elected officials, officers and employees harmless for ~~Licensors'~~Licensors' disclosure of any such information in response to a request for information under the CPRA. If Licensee objects to the disclosure of certain information to a third party, Licensee must deliver notice to Licensors the specific and detailed legal grounds, including any applicable

case law, which Licensee believes support withholding such information requested pursuant to the CPRA. If Licensor withholds disclosure of information in reliance on such legal analysis provided by Licensee, Licensee must protect, defend, indemnify and hold Licensor and its elected officials, officers, employees, representatives and agents harmless for and from legal actions or challenges seeking to obtain the information from Licensor and all costs incurred by Licensor associated therewith, and must defend, at ~~Licensee's~~Licensee's sole expense and with counsel of ~~Licensor's~~Licensor's sole choosing, any action brought against Licensor resulting from ~~Licensor's~~Licensor's nondisclosure of the information. Licensor may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If Licensor chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Licensee must pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. Licensor will not be liable or obligated for any burden or loss (financial or otherwise) incurred by Licensee as a result of ~~Licensor's~~Licensor's disclosure or non-disclosure of information requested pursuant to the CPRA. Licensee will be liable for any and all burden and loss incurred as a result of any disclosure or non-disclosure made pursuant to this Section.

## 16. MISCELLANEOUS PROVISIONS

16.1 Notices. Except as provided below, all written notices shall be effective upon actual delivery or completed facsimile addressed to the other party as follows:

**To Licensor:**

City of Santee

~~Attn: rfc.14, nie kv s 14 IDENE3..0%-mo-ir sa2-1/(Lb's r)1 r<sup>2</sup>-eraDIS~~

Attn:

10601 Magnolia Avenue  
Santee, California 92701

**in each of the above cases, with a copy sent to:**

Shawn Hagerty  
City Attorney, City of Santee  
655 W. Broadway, 15th Floor  
San Diego, CA 92101

**To Licensee ~~(including bills):~~**

~~New Cingular Wireless PCS,~~Crown Castle Fiber LLC

Attn: Ken Simon, General Counsel

2000 Corporate Drive  
Canonsburg, PA 15317

**with a copy to: (or for bills)**

Crown Castle Fiber LLC

~~Attn: Network Real Estate Administration~~SCN Contracts Management

2000 Corporate Drive  
Canonsburg, PA 15317

~~575 Morosgo Drive NE~~



~~Atlanta, GA 30324~~

~~Re: Wireless Installation on Public Structures (Santee, CA)~~

~~Fixed Asset #~~

~~**in each of the above cases (excluding bills), with a copy sent to:**~~

~~New Cingular Wireless PCS, LLC~~

~~Attn: Legal Department, Network Operations~~

Re: ~~Wireless Installation on Public Structures (Santee, CA)~~  
Fixed Asset #  
208 S. Akard Street  
Dallas, TX 75202-4206

**Contact Number for day to day operations:**

Licensor: ~~1-800-414-1411~~

Licensee: ~~1-888-800-632-638-2822~~ 0931

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

16.2 Force Majeure. Deadlines for completing work and providing notice under this Agreement shall be suspended for a reasonable period upon the occurrence of a force majeure event.

16.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Either Party may assign its rights and obligations to an affiliate without consent upon 30 days' written notice. Affiliate for purposes of this provision is any entity that controls, is controlled by, or is under common control with Licensee.

Licensee need not own all components of the Wireless Installation subject to this Agreement, and may permit its customers to maintain ownership of Wireless Installation components. However, (1) all Wireless Installations must be wholly under the control and management of Licensee; and Licensee shall be liable for all acts or omissions, and all harms associated with the Wireless Installations whether the same are its acts or omissions, or the acts or omissions of the owner of the Wireless Installations; and (2) Licensee acknowledges and agrees that no rights of ownership in Wireless Installations by Licensee's customers shall permit any such customer to enter upon, or the any portion of the Structures or the Wireless Installations, in any other manner or at any other place, including to add to, or modify or install Wireless Installations, which shall be Licensee's sole responsibility. Further, Licensee may not install Wireless Installations it does not own on Structures, unless the entity on whose behalf the Equipment has been installed acknowledges and agrees, in a form acceptable to the Licensor, that the Licensor has not granted it a consent to be in the ROW for any purpose; that it is bound by Licensee's representations, obligations and duties hereunder; that it shall have no rights or claims against the Licensor of any sort related to the Wireless Installations or Structures; that its Wireless Installation may be subject to taxes, fees or assessments as provided in applicable laws or the Agreement, and that Licensor may treat any Wireless Installations owned by such entity as if it were owned by Licensee for all purposes (including, but not limited to, removal and relocation); and the Wireless Installations may only be used for the purposes and uses permitted herein. Such acknowledgement may be provided for all Wireless Installations on Structures, and need not be provided separately, site by site.

16.4 Applicable Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the State of California, without regard to its

conflict of laws principles, and, where applicable, federal law. Venue shall be in [the state or federal courts with proper jurisdiction in](#) San Diego County.

16.5 Change of Law. In the event that any legislative, regulatory, judicial, or other action ("new law") affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Installation on public infrastructure or in the right-of-way, that differ, in any material respect from the terms of this agreement, then either Party may, request that the terms of this agreement be renegotiated to conform to the new law on a going forward basis for all existing and new small cell installations, unless the new law requires retroactive application.

16.6 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

16.7 Execution in Counterparts. This Agreement may be executed in several counterparts, including by counterpart facsimiles or emails, each of which shall be

deemed an original, and all such counterparts together shall constitute one and the same instrument.

16.8 Waiver. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision.

16.9 Severability. If any portion of this Agreement is found to be

unenforceable, or superseded by other lawful authority including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, the remaining portions shall remain in effect and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

16.10 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

16.11 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

*Signatures on following page*



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

APPROVED AS TO FORM:

CITY OF SANTEE

BY: \_\_\_\_\_

By:

City Attorney

Name: \_\_\_\_\_

*Mardene D. Best*

ATTEST:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

~~BY:~~ City Clerk

APPROVED AS TO FORM:

By: CROWN CASTLE FIBER

LLC Title: ~~ref~~

~~NEW CINGULAR WIRELESS PCS,~~

NA: Tr

By: \_\_\_\_\_

~~ambino~~

City Clerk

8/12/2020

Name: Michael Tuma

Title: ~~C.C. Ifeirtje~~ Title: Manager, Contract Execution

~~Namm-e7VP, -643.e s5~~ Legal

~~8/11/2020 1:41:20 PM EDT~~

Title

Date: ~~ilovs cir) 20, 20/ 8~~

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**EXHIBIT A: APPLICATION FOR PERMIT**

2



**PLEASE NOTE: Requests for standard & night inspections, see ATTACHMENT "A"**

<b>ENCROACHMENT PERMIT</b>		For Inspection Call 619/258-4100 ext. 168	
CITY OF SANTEE		DEPARTMENT OF DEVELOPMENT SERVICES	
ENGINEERING DIVISION 10601 MAGNOLLA AVENUE (619) 258-4100 x 168		PERMIT NO.: N20 -	
		EFFECTIVE DATE:	
		EXPIRATION DATE:	
(FOR APPLICANT TO COMPLETE)			
<b>PERMITTEE</b>			
Name (s):		Title:	
Address:			
City:		State:	Zip:
Telephone: (     )			
<b>CONTRACTOR</b>			
Contact:			
Business Name:			
Address:			
City:		State:	Zip:
Telephone: (     )		Mobile: (     )	
City Business Lic. No.:		State Contractor's Lic. No.:	
Certificate of Insurance:			
<b>DESCRIPTION OF WORK</b>			
Work to be done:			
Location:		Assessor's Parcel No.:	
Street Address:		Nearest Cross Street:	
Reference Plan:		Project No.:	
Reason for Encroachment:			
Est. Start Date:	Est. Completion Date:	Duration Requested:	

**ATTENTION: DO NOT FILL IN OR SIGN ANY PORTION OF THE FOLLOWING**

An encroachment permit is hereby granted pursuant to the Santee Municipal Code, for the benefit of property described to encroach upon public right of way for the work described above. In consideration of the granting of this encroachment permit, the applicant covenants and agrees to conditions described in Exhibit A attached as part of this permit.

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Santee, a municipal corporation, and the \_\_\_\_\_ Permittee. Whereas, as conditions contained in this encroachment permit, Permittee has read, Title: \_\_\_\_\_ understand and agree to the terms of said permit.

PERMITTEE \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_

CITY OF SANTEE

Granted by:

**PLEASE NOTE: Requests for standard & night inspections, see ATTACHMENT "A"**

(FOR CITY USE ONLY)			
<b>TYPE OF ENCROACHMENT PERMIT</b>		<b>FEES AND SECURITY</b>	
Utilities	Temporary	Issuance Fee	\$
Construction	Permanent (Record)	Inspection Fee	\$
		Security Deposit	\$
Residential Street Zone(s)		General Deposit	\$
		Total Amount	\$
<b>INSPECTION AND ACCEPTANCE</b>			
	Date	Signature	
Concrete Form Inspection			

Final Inspection		
Public Improvements Accepted		
Security Released		

Original—File  
Yellow—Permittee  
Pink—Inspector

Form 473 Rev. 04/25/17

## **EXHIBIT B: FEES AND BOND**

### Permit Application, ROW and Pole Attachment Rental Fee

~~Licensor shall establish a deposit account and pay the city the actual cost to process Licensor's application. Licensor must establish a~~ **One Time Fees.** ~~The Licensor activities described in this paragraph are “One-Time Fees” that reimburse the City for its costs associated with reviewing and approving applications to attach Wireless Installations on identified Structures located in the ROW, this Agreement, and Wireless Installations under this Agreement for additional locations. The Licensor shall track its time spent reviewing the Licensee submittals for Permits and associated permit activities described below, and charge its hourly rate for any time spent above the amount to be recovered by any established fee. The Licensee must submit a refundable deposit of \$4,000.00~~ **4,000** per application at the time of submission for up to ten (10) Wireless Installations. The City will determine the deposit amount required for each proposed Wireless Installation beyond the first ten (10), but in no case may a deposit be less than \$400 per Wireless Installation-

~~Licensee shall pay Rent of \$1,250.00 per Wireless Installation for each year (or partial year) that this Agreement remains in effect. The annual Rent per each Wireless Installation shall be increased by the amount indicated in Paragraph 6.4 each year on the anniversary of the Effective Date of this Agreement.~~

*Permit Fees.* Licensee shall be responsible for paying all costs associated with City review, processing and inspection as part of all permit applications filed for the installation, modification, maintenance and removal of Wireless Installations on identified Structures located in the ROW.

*Agreement Fee.* Licensee shall be responsible for paying all costs associated with City review and processing of this Agreement (or any amendment thereto) and/or the other administrative review, consultation, and inspection described in this Agreement, including review of Licensee submittals.

### **License Fees.**

*Rent.* Licensee acknowledges that the FCC has adopted a Declaratory Ruling (FCC 18-133) that relates to the rent which went into effect on January 14, 2019 but that Declaratory Ruling is currently the subject of litigation. The following paragraphs govern the payment of rent and how it may be impacted by the Declaratory Ruling and the resolution of related litigation during the Term and any renewal terms.

During any period in which the FCC Declaratory Ruling (FCC 18-133) is in effect and during any period in which the Alternate Rent provisions in the subsequent paragraph are not applicable, the Licensee shall pay Rent as described in this paragraph. Licensee shall pay to the Licensor the base amount of two hundred and seventy dollars (\$270.00) per calendar year for each Wireless Installation. The base amount under each Wireless Installation shall be

subject to an annual adjustment described in Paragraph 6.3 of the Agreement applied on each anniversary of the Effective Date. Any new Wireless Installations in a given year shall commence at the rent, as adjusted by Paragraph 6.3 to reflect the then-current rate. (the "Rent"). Rent shall be paid in accordance with Paragraph 6.2 of the Agreement. There shall be no refunds of Rent paid due to the termination or expiration of the Agreement for any reason.

Alternate Rent. In the event the relevant provisions of the FCC Declaratory Ruling cease to be effective, (for example, because they are stayed after having gone into effect, or they are vacated or invalidated and have not been replaced by the FCC with an alternative provision setting a specific amount as Rent), the Licensee shall automatically and immediately be obligated to pay Alternate Rent as described in this paragraph. For each Wireless Installation, Licensee shall pay to the Licensor alternate rent in the base amount of one thousand two-hundred fifty dollars (\$1,250) per calendar year. The base amount for each Wireless Installation shall be subject to an annual adjustment described in Paragraph 6.3 of the Agreement applied on each anniversary of the Effective Date. (“Alternate Rent”). Alternate Rent shall be paid in accordance with Paragraph 6.2 of the Agreement. There shall be no refunds of Alternate Rent paid due to the termination or expiration of the Agreement for any reason.

The Licensor agrees that irrespective of whether the relevant provisions of the FCC Declaratory Ruling (FCC 18-133) cease to be effective, no Alternate Rent shall be due for any periods during which the relevant provisions of the FCC Declaratory Ruling were in effect. However, if Licensee has paid Rent pursuant to the provisions above in Exhibit B for a calendar year, and the relevant provisions of the FCC Declaratory Ruling subsequently cease to be effective during the same calendar year, the Licensee shall pay the difference between the Rent and the Alternate Rent for the period from the date the relevant provisions of the FCC Declaratory Ruling ceased to be effective, until the next anniversary of Effective Date of the Agreement (“Rent Adjustment”). Such Rent Adjustment shall be paid to Licensor along with the next License Fee payment.

Receipt of any Rent or Alternate Rent by the Licensor, with knowledge of any breach of this License by Licensee, or of any default on the part of Licensee in the observance or performance of any of the conditions or covenants of this Agreement, shall not be deemed a waiver of any provision of this Agreement.

#### Performance Bond

The Performance Bond shall be in an amount set forth in set forth in Section 9.4.



<b>Summary report:</b>	
<b>Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 12/6/2020 4:26:21 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> Executed License Agreement_ATT 4-26-2018.docx	
<b>Modified filename:</b> PE - City of Santee.docx	
<b>Changes:</b>	
<u>Add</u>	434
<del>Delete</del>	339
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	1
<del>Table Delete</del>	2
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	4
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>780</b>

**MEETING DATE** February 10, 2021

**ITEM TITLE** AUTHORIZE THE SECOND AMENDMENT TO THE CONTRACT WITH PRIZM JANITORIAL SERVICES, INCORPORATED FOR CUSTODIAL SERVICES (PARKS)

**DIRECTOR/DEPARTMENT** Bill Maertz / Community Services

**SUMMARY**

On May 9, 2018, the City Council authorized a contract with Prizm Janitorial Services, Inc. for Custodial Services (Parks) ("Contract"). On July 1, 2019, the City elected to extend the Contract for an additional year (FY 2019-20). On February 12, 2020, the City Council approved an amendment to the Contract to reflect changes in the number and size of facilities at Mast Park and adding Extra Work for FY 2019-20 only, together increasing the FY 2019-20 Contract amount by \$4,774.95 to \$29,139.93 (First Amendment). On July 1 2020, the City elected to extend the Contract for an additional year (FY 2020-21) and to increase the Contract amount to \$31,744.86 to reflect a full year of service at Mast Park.

This Second Amendment will modify the Contract to: 1) effective July 1, 2020 increase the FY 2020-21 Contract amount by \$633.49 to reflect a 2.3% increase in the Consumer Price Index during the 12-month period ending January 31, 2019, 2) effective July 1, 2020, increase the FY 2020-21 Contract amount by \$744.70 to reflect a 2.6% increase in the Consumer Price Index during the 12-month period ending January 31, 2020, 3) effective July 1, 2020 through September 30, 2020, increase the frequency of service provided to Mast Park restrooms from once to twice daily at a cost of \$566.32 per month (total \$1,698.96), and 4) effective February 11, 2021, add service to Weston Park at a cost of \$260.00 per month (total \$1,207.14). Together, these modifications will increase the FY 2020-21 Contract amount by \$4,284.29 to \$36,029.15.

**ENVIRONMENTAL REVIEW**

This item is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15061(b) (3).

**FINANCIAL STATEMENT**

Funding for this contract amendment will be provided by funds available in the FY 2020-21 adopted Community Services Department budget in the General Fund.

**CITY ATTORNEY REVIEW**  N/A •  Completed

**RECOMMENDATION**

Authorize the City Manager to execute the Second Amendment to the Contract with Prizm Janitorial Services, Inc. thereby increasing the FY 2020-21 contract amount from \$31,744.86 to \$36,029.15.

**ATTACHMENT**

None.





**MEETING DATE** February 10, 2021

**ITEM TITLE** AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH SPICER CONSULTING GROUP FOR ASSESSMENT ENGINEERING AND COMMUNITY FACILITIES DISTRICT ADMINISTRATION SERVICES

**DIRECTOR/DEPARTMENT** Tim K. McDermott / Finance

**SUMMARY** The Finance Department issued a request for proposals in March 2020 to provide assessment engineering and community facilities district (CFD) administration services for the Santee Town Center Landscape Maintenance District, Santee Landscape Maintenance District, Santee Roadway Lighting District, Fire Special Tax (Fire Benefit Fee), CFD 2015-1 (Municipal Maintenance Services), CFD 2017-1 (Weston Infrastructure) and CFD 2017-2 (Weston Municipal Services). Eight proposals were received which were evaluated by City staff based upon criteria such as professional qualification of the firm and key personnel, experience with similar projects, proposed project approach and methodology, and ability to meet the project requirements within budget consideration.

Based upon the evaluation of the proposals, four firms were selected to interview. Due to limitations brought on by COVID 19, the interviews were deferred until January 2021. Staff recommends the selection of Spicer Consulting Group (SCG) to provide assessment engineering and CFD administration services for the City. SCG is a Southern California based firm that has a strong foundation in assessment engineering and CFD administration services. The firm's principals have worked successfully with the City in the past, having assisted the City in forming its first CFD (CFD No. 2015-1) and have a solid working knowledge of the City's special districts. Currently, SCG administers 201 assessment districts and 174 CFD's in the Southern California region enrolling \$88.0 million in special taxes and assessments for FY 2020-21.

Staff recommends the City Council authorize a three-year professional services agreement with Spicer Consulting Group in the amount of \$26,750 for FY 2021-22, \$27,285 for FY 2022-23 and \$27,741 for FY 2023-24, with an option to extend the contract for two additional fiscal years.

**FINANCIAL STATEMENT** *tm*

Funding for the first year of the proposed contract is included in the Fiscal Year 2020-21 adopted operating budget for the Santee Town Center Landscape Maintenance District, Santee Landscape Maintenance District, Santee Roadway Lighting District, General Fund (Fire Benefit Fee), CFD 2015-1, CFD 2017-1 and CFD 2017-2.

**CITY ATTORNEY REVIEW**  N/A •  Completed

**RECOMMENDATION** *MAB*

Authorize the City Manager to execute a professional services agreement with Spicer Consulting Group to provide assessment engineering services for the annual levies for three years: FY 2021-22, FY 2022-23, and FY 2023-24 in the amount of \$26,750, \$27,285, \$27,741 respectively with an option to extend the contract for two additional fiscal years.

**ATTACHMENT** None



**MEETING DATE** February 10, 2021

**ITEM TITLE** APPOINTMENT OF CITIZEN MEMBERS TO VARIOUS BOARDS, COMMISSIONS AND COMMITTEES WITH EXPIRING TERMS PURSUANT TO LPM 2018-01 AND GOVERNMENT CODE 54974.

**DIRECTOR/DEPARTMENT** John W. Minto, Mayor

**SUMMARY**

Due to resignations, terminations or other causes, at this time the following vacancies exist and are eligible for appointment:

- 1 vacancy on the Community Oriented Policing Committee (COMPOC)
  - Vacated December 10, 2020
- 2 vacancies on the Manufactured Home Fair Practices Commission
  - Vacancies on January 7, 2019 and March 26, 2019
- 2 vacancies on the Salary Setting Advisory Committee
  - Vacancies on December 18, 2019 and January 14, 2021
- 6 vacancies on the Santee Park and Recreation Committee
  - Vacancies on March 21, 2019, August 5, 2019, September 13, 2019, May 1, 2020, November 20, 2020 and December 10, 2020
- 1 vacancy on the County Service Area (CSA) 69
  - Vacated September 5, 2019

Notices of the vacancies were posted in accordance with state law. Mayor Minto will present recommendations for appointment and the attached master list will be updated to reflect Council's action and will be available for public review on the City's website, and at the Santee Library and the City Clerk's Office as required by state law.

**FINANCIAL STATEMENT** *jm* None

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MAB*

1. Take action on recommended appointments as presented by the Mayor; and
2. Reaffirm/continue all other standing groups and representations as listed.

**ATTACHMENT**

Existing Local Appointment List



CITY OF SANTEE – LOCAL APPOINTMENT LIST  
BOARDS, COMMISSIONS AND COMMITTEES

January 2021

**CITIZEN COMMITTEES**

<b><u>CITIZENS ADVISORY COMMITTEE FOR MISSION TRAILS REGIONAL PARK</u></b>			<b><u>DISTRICT</u></b>
<i>Qualifications: City of Santee resident; terms are annual</i>			
	Appointed	Current Term Expiration	
Representative – Gary Strawn	01/23/20	01/27/21	<b>4</b>

<b><u>COMMUNITY ORIENTED POLICING COMMITTEE</u></b>			<b><u>DISTRICT</u></b>
<i>Requirements: Members are set forth by Council and include a City Council Member, City Manager, Santee Sheriff's Station Commander, representatives from the Santee School District, Grossmont Union High School District, Chamber of Commerce, Santee Collaborative Institute for Public Strategies, Santee Solutions Coalition, two Citizens-At-Large, Dr. Mark Foreman, Ph.D, Linda Roach, Troy P. Owens and "BJ" Brenda Joyce Forbus; term limits are at the pleasure of the City Council, up to a maximum term of four years, with no limit on the number of terms that a member may serve.</i>			
	Appointed	Current Term Expiration	
Representative – John Minto, Mayor	01/24/18	01/13/21	
Citizen-At-Large – Mike Aiken	01/24/18	01/26/22	<b>2</b>
Citizen-At-Large – VACANT – 12/10/20			

<b><u>GILLESPIE FIELD DEVELOPMENT COUNCIL</u></b>			<b><u>DISTRICT</u></b>
<i>Qualifications: Expertise and experience in real estate, finance, industrial development or aviation, and have a demonstrated interest in the economic viability of Gillespie Field; term is four years</i>			
	Appointed	Current Term Expiration	
Representative – James Sly	05/08/19	05/08/23	<b>2</b>

<b><u>MANUFACTURED HOME FAIR PRACTICES COMMISSION*</u></b>			<b><u>DISTRICT</u></b>
<i>Qualifications: The Commission consists of five regular members and all members must be resident electors and are appointed by the Mayor, with the approval of the City Council. Term: Each regular member shall be appointed to serve a two-year term and shall hold office until a new member has been duly appointed.</i>			
	Appointed	Current Term Expiration	
Commissioner D'Arcy Granbois	01/23/19	01/27/21	<b>2</b>
Commissioner Keshav Damoor	01/23/19	01/26/22	<b>4</b>
Commissioner Linda Dochterman	01/23/19	01/27/21	<b>4</b>
Commissioner – VACANT – 01/07/19			
Commissioner – VACANT – 03/26/19			

\*Stipend Received

LOCAL APPOINTMENTS LIST, REVISED DECEMBER 2020

<b><u>SALARY SETTING ADVISORY COMMITTEE</u></b>			
<i>Regular biennial meetings are held on odd-numbered years. Appointments are made by the Mayor, with the approval of the City Council; terms are at the pleasure of the City Council, up to a maximum term of four years, with no limit on the number of terms that a member may serve.</i>			
			<b><u>DISTRICT</u></b>
	Appointed	Current Term Expiration	
Justin Schlaefli	01/23/19	01/27/21	<b>2</b>
Karen Bisignano	01/23/19	01/26/22	<b>2</b>
Robert Dean Velasco	01/23/19	01/27/21	<b>4</b>
Warren Savage	01/23/19	01/26/22	<b>4</b>
Keshav Damoor	01/23/19	01/26/22	<b>4</b>
VACANT – 12/18/19			
VACANT – 01/14/21			

<b><u>SANTEE PARK AND RECREATION COMMITTEE (SPARC)</u></b>			
<i>Resident appointments to the SPARC are made by the Mayor, with the approval of the City Council. Term is at the pleasure of the City Council, up to a maximum term of four years, with no limit on the number of terms that a member may serve..</i>			
			<b><u>DISTRICT</u></b>
	Appointed	Current Term Expiration	
Dan Bickford	01/23/19	01/27/21	<b>3</b>
Anita Bautista	01/23/19	01/27/21	<b>1</b>
Ken Fox	01/23/19	01/27/21	<b>2</b>
Cyndy Carlton	01/23/19	01/27/21	<b>1</b>
Robert Dean Velasco	01/23/19	01/27/21	<b>4</b>
Alan Tuthill	01/23/19	01/26/22	<b>1</b>
Jennifer Jensen	01/23/19	01/27/21	<b>4</b>
Kathleen Pishny	07/24/19	01/27/21	<b>3</b>
VACANT – 03/21/19			
VACANT – 08/05/19			
VACANT – 09/13/19			
VACANT – 05/01/20			
VACANT – 11/20/20			
VACANT – 12/10/20			

<b><u>COUNTY SERVICE AREA (CSA) 69 (PARAMEDICS)</u></b>		
<i>Qualifications: City of Santee resident representative and a Member of the City Council. Term: The Mayor has term length discretion, but Resident Representatives typically serve a term concurrent with the appointing Mayor. Representatives must be approved by Board of Supervisors.</i>		
	Appointed	Current Term Expiration
Representative – Council Member Laura Koval	01/27/21	01/12/22
Alternate – Council Member Ronn Hall	01/27/21	01/12/22
Resident – VACANT – 09/05/19		

**MEETING DATE** February 10, 2021

**ITEM TITLE** LETTER CONDEMNING COMMENTS BY SAN DIEGO COUNTY SUPERVISOR NATHAN FLETCHER

**DIRECTOR/DEPARTMENT** Rob McNelis, Vice Mayor

**SUMMARY**

At the January 27, 2021 City Council meeting, Vice Mayor McNelis discussed comments made by the Chair of the County Board of Supervisors, Supervisor Nathan Fletcher, related to citizens participating in the recall effort for Governor Gavin Newsom. Supervisor Fletcher has been reported to have called recall participants "Conspiracy Theorists", "Neo-Nazis", "Right-wing Militia Groups", and "White Supremacists". Vice Mayor McNelis stated that there is no place for hate or hateful speech in Santee. He stated that the Santee City Council should stand against undermining voters involved in a legal recall by name-calling and villainizing them. The Vice Mayor requested the City Council consider sending a letter to the County Board of Supervisors condemning Supervisor Fletcher's statements, requesting an apology and the Supervisor's resignation. The City Council agreed to consider such a letter.

**ENVIRONMENTAL REVIEW** N/A

**FINANCIAL STATEMENT** None.

**CITY ATTORNEY REVIEW**  N/A •  Completed

**RECOMMENDATION** *TMSB*

The City Council should consider the attached draft letter and provide direction to staff.

**ATTACHMENT**

Draft Letter

**Mayor**  
John W. Minto  
**City Council**  
Ronn Hall  
Laura Koval  
Rob McNelis  
Dustin Trotter

February 11, 2021

Chair Supervisor Nathan Fletcher, District 4  
Vice Chair Supervisor Nora Vargas, District 1  
Supervisor Joel Anderson, District 2  
Supervisor Terra Lawson-Remer, District 3  
Supervisor Jim Desmond, District 5  
County of San Diego  
1600 Pacific Highway, 4th Floor, Room 402  
San Diego, CA 92101

**Draft**

Dear Honorable Board of Supervisors:

The Santee City Council condemns the divisive language used by San Diego County Supervisor Nathan Fletcher when he called those participating in the Governor Gavin Newsom recall effort “Extremists”, “Conspiracy Theorists”, “Neo-Nazis”, “Right Wing Militia Groups”, and “White Supremacists”. There are few worse accusations than calling someone a Neo-Nazi or White Supremacist. Hate has no place in Santee. Hateful rhetoric has no room in political discourse and is particularly bad when it comes from the Chairman of the San Diego County Board of Supervisors.

Whether or not you agree with the recall effort, the right to recall elected officials is guaranteed in our California Constitution and is a part of our democratic process. The Santee City Council stands against undermining voters involved in a legal recall by name-calling and villainizing. The Santee City Council continues to reject hate, in all its forms, and encourages voters to participate in the electoral process. Elected officials are leaders with an obligation to their constituents to respect the rule of law and not villainize those that legally exercise those rights

For that reason, the Santee City Council is joining in the chorus of leaders and organizations condemning Supervisor Nathan Fletcher’s statements against those involved in the recall of Governor Gavin Newsom and we call for Supervisor Fletcher to publicly apologize to the over 1 million signers of the petition and resign from his position of Chairman of the Board of Supervisors.

Sincerely,

John W. Minto  
Mayor

cc: San Diego County Chief Administrative Officer  
Santee City Council Members  
Santee City Manager