



City Council

Mayor John W. Minto
Vice Mayor Dustin Trotter - District 4
Council Member Rob McNelis - District 1
Council Member Ronn Hall - District 2
Council Member Laura Koval - District 3

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, March 13, 2024

6:30 p.m.

Council Chambers | Building 2

10601 Magnolia Ave • Santee, CA 92071

TO WATCH LIVE:

AT&T U-verse channel 99 (SD Market) | Cox channel 117 (SD County)

www.cityofsanteeca.gov

IN-PERSON ATTENDANCE

Members of the public who wish to view the Council Meeting live, can watch the live taping of the Council meeting in the Council Chambers on the meeting date and time listed above.

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 appear in person and submit a speaker slip before the item is called. Your name will be called when it is time to speak.

PLEASE NOTE: Public Comment will be limited to 3 minutes and speaker slips will only be accepted until the item is called. The timer will begin when the participant begins speaking.



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

ROLL CALL: Mayor John W. Minto
Vice Mayor Dustin Trotter – District 4
Council Member Rob McNelis – District 1
Council Member Ronn Hall – District 2
Council Member Laura Koval – District 3

LEGISLATIVE INVOCATION: Pathways Community Church – Phil Herrington

PLEDGE OF ALLEGIANCE

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 Payment of Demands as Presented. (Finance – Jennings)**
- (3) **Adoption of a Resolution Rejecting the Bid from Star Energy Maintenance, Inc. and Awarding the Construction Contract to Yunex Traffic for the Citywide Streetlight LED Upgrade Project (CIP 2023-02) and Determining the Project is Categorically Exempt from Environmental Review Under the California Environmental Quality Act (“CEQA”) per State CEQA Guidelines Section 15301(c). (Engineering – Schmitz)**
- (4) **Adoption of a Resolution Accepting the Prospect Avenue and Mesa Road Intersection Improvements (CIP 2020-01) Project as Complete and Finding the Action is Not a Project Subject to the California Environmental Quality Act (“CEQA”) per State CEQA Guidelines Section 15378. (Engineering – Schmitz)**
- (5) **Approval of a Joint Use Agreement with the Grossmont Union High School District. (Community Services – Chavez)**
- (6) **Second Reading and Adoption of an Ordinance Amending Chapter 7.04 of Title 7 “Public Peace, Morals, And Welfare”(Case File ZOA-2023-0002) of the Santee Municipal Code to Allow Cannabis Manufacturing as a Stand-Alone Use in the Light Industrial (IL) and General Industrial (IG) Zones and Finding the Ordinance is Covered by the Previously Adopted Mitigated Negative Declaration for the Santee Cannabis Business Ordinance Pursuant to the California Environmental Quality Act (“CEQA”). (Planning and Building – Sawa)**



- (7) **Adoption of a Resolution Authorizing the Appropriation of Funds for the Purpose of Authorizing an Amendment to the Professional Services Agreement with Interwest Consulting Group, Inc. (a SAFEbuilt Company) for Specialized Professional Building Services to Increase the Not-to-Exceed Amount. (Fire – Matsushita)**

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.

NEW BUSINESS:

- (8) **Resolution Amending the Management Services Agreement of the City Clerk. (Mayor – Minto)**

Recommendation:

1. Adopt the Resolution approving the Fifth Amendment to the City Clerk's Management Services Agreement.
2. Authorize the appropriation of \$4,250.00 from the General Fund Reserve to fund the salary and benefit increase.

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:

CITY MANAGER REPORTS:

CITY ATTORNEY REPORTS:

CLOSED SESSION:

ADJOURNMENT:



BOARDS, COMMISSIONS & COMMITTEES
MARCH & APRIL MEETINGS

Mar	07	SPARC	CANCELLED	Council Chamber
Mar	11	Community Oriented Policing Committee		Council Chamber
Mar	13	Council Meeting		Council Chamber
Mar	21	SMHFPC		Council Chamber
Mar	27	Council Meeting		Council Chamber
Apr	04	SPARC		Council Chamber
Apr	08	Community Oriented Policing Committee		Council Chamber
Apr	10	Council Meeting		Council Chamber
Apr	24	Council Meeting		Council Chamber

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.

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 March 13, 2024

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

N/A

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 March 13, 2024

ITEM TITLE APPROVAL OF PAYMENT OF DEMANDS

DIRECTOR/DEPARTMENT Heather Jennings, Finance *HJ*

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

Adequate budgeted funds are available for the Payment of Demands per the attached listing.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

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>
02/21/24	Accounts Payable	\$ 130,370.64
02/21/24	Accounts Payable	1,544,245.54
02/21/24	Accounts Payable	21,945.56
02/22/24	Accounts Payable	149,461.09
02/22/24	Payroll	450,980.16
02/23/24	Accounts Payable	43,765.57
02/28/24	Accounts Payable	382,131.09
02/29/24	Retiree Health	<u>5,385.00</u>
	TOTAL	<u>\$2,728,284.65</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.



Heather Jennings, Director of Finance

vchlist
02/26/2024 12:12:02PM

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12208	2/21/2024	10955 DEPARTMENT OF THE TREASURY	PPE 02/14/24		FED WITHHOLDING & MEDICARE	98,121.40
					Total :	98,121.40
122030	2/21/2024	10956 FRANCHISE TAX BOARD	PPE 02/14/24		CA STATE TAX WITHHELD	32,249.24
					Total :	32,249.24
2 Vouchers for bank code : ubgen						Bank total : 130,370.64
2 Vouchers in this report						Total vouchers : 130,370.64

Prepared by: *Imich*
 Date: 2-26-24
 Approved by: *E. Bule*
 Date: 2-27-24

vchlist
02/21/2024 3:23:43PM

Voucher List
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
135723	2/21/2024	11139 ACE UNIFORMS AND ACCESSORIES	SD0160579	54631	CLASS B UNIFORMS	104.26
					Total :	104.26
135724	2/21/2024	10412 AT&T	000021153200		TELEPHONE	731.87
					Total :	731.87
135725	2/21/2024	11513 BOND, ELLEN	03012024-263		MEADOWBROOK HARDSHIP PROC	134.78
					Total :	134.78
135726	2/21/2024	13292 BORDER RECAPING LLC	24-0145611-008	54413	TIRES	642.36
			24-0146154-008	54413	TIRES	57.96
					Total :	700.32
135727	2/21/2024	13568 CALIFORNIA DEBT & INVESTMENT	31285		CDIAC REPORTING FEE	219.42
					Total :	219.42
135728	2/21/2024	10876 CANON SOLUTIONS AMERICA INC	4040770150	54482	SCANNER MAINTENANCE	128.82
			4040770151	54482	PLOTTER MAINTENANCE & USAGE	57.93
					Total :	186.75
135729	2/21/2024	11402 CARROLL, JUDI	02012024-96		MEADOWBROOK HARDSHIP PROC	135.11
			03012024-96		MEADOWBROOK HARDSHIP PROC	135.11
					Total :	270.22
135730	2/21/2024	14527 CHAVEZ, NICOLAS	2024CPRS-Nick		CPRS PER DIEM	86.50
					Total :	86.50
135731	2/21/2024	10032 CINTAS CORPORATION 694	4181773516	54635	MISC SHOP RENTALS	70.13
					Total :	70.13
135732	2/21/2024	11409 CLAYTON, SYLVIA	03012024-340		MEADOWBROOK HARDSHIP PROC	141.39
					Total :	141.39
135733	2/21/2024	10486 COUNTY OF SAN DIEGO	02142024		NOTICE OF EXEMPTION - CITYWIE	50.00
					Total :	50.00
135734	2/21/2024	14480 CURTIS, ALICIA	AC2024		CONFERENCE PER DIEM	207.50

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Voucher List
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
135734	2/21/2024	14480 14480 CURTIS, ALICIA	(Continued)			Total : 207.50
135735	2/21/2024	15183 CUYAMACA PETROLEUM, LLC	18267		REFUNDABLE DEPOSIT	22,926.68
						Total : 22,926.68
135736	2/21/2024	10046 D MAX ENGINEERING INC	8312	54475	STORMWATER PROGRAM ASSIST/	2,867.75
						Total : 2,867.75
135737	2/21/2024	11295 DOKKEN ENGINEERING	45288	52440	CUYAMACA RIGHT TURN POCKET	2,390.00
						Total : 2,390.00
135738	2/21/2024	12593 ELLISON WILSON ADVOCACY, LLC	2024-01-06	54505	LEGISLATIVE ADVOCACY SERVICE	1,500.00
						Total : 1,500.00
135739	2/21/2024	15168 FOSTER, MATTHEW	22024		CPRS CONFERENCE PER DIEM	207.50
						Total : 207.50
135740	2/21/2024	10600 HINDERLITER DE LLAMAS & ASSOC	SIN035564	54218	CANNABIS CONSULTING SVCS	125.00
						Total : 125.00
135741	2/21/2024	14956 JET ADVERTISING LLC	11584	54561	WEBSITE REDESIGN - JANUARY S	15,412.50
						Total : 15,412.50
135742	2/21/2024	10997 LAKESIDE FIRE PROTECTION	264	54434	EMS SOFTWARE SUBSCRIPTION	560.07
						Total : 560.07
135743	2/21/2024	10430 LEAGUE OF CALIFORNIA CITIES	1732		LEAGUE OF CA CITIES MEMBERSH	900.00
						Total : 900.00
135744	2/21/2024	10204 LIFE ASSIST INC	1400473	54377	EMS SUPPLIES	13.29
			1401242	54377	EMS SUPPLIES	3,187.06
			1401248	54377	EMS SUPPLIES	1,987.33
			1401672	54377	EMS SUPPLIES	50.56
			1401773	54377	EMS SUPPLIES	87.92
			1402427	54377	EMS SUPPLIES	197.70
			1402549	54377	EMS SUPPLIES	116.91
						Total : 5,640.77

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02/21/2024 3:23:43PM

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
135745	2/21/2024	10174 LN CURTIS AND SONS	INV786518 INV786651	54436 54551	FIRE EQUIPMENT SUPPLIES WILDLAND COATS	1,019.91 1,633.71 Total : 2,653.62
135746	2/21/2024	14742 LOWNDES, BECKY	BECKYCPRS24		CPRS CONFERENCE PER DIEM	207.50 Total : 207.50
135747	2/21/2024	10239 MORRISON, ANNE	ANNECPRS24		PER DIEM CPRS CONFERENCE	224.50 Total : 224.50
135748	2/21/2024	10085 NATIONAL SAFETY COMPLIANCE INC	96821		ANNUAL ADMINISTRATIVE FEE	150.00 Total : 150.00
135749	2/21/2024	15025 NIGRO & NIGRO PC	19208	54563	SLEMSA AUDIT FYE JUNE 30, 2023	4,500.00 Total : 4,500.00
135750	2/21/2024	14634 NORTHUM, JAMES	12024		CPRS CONFERENCE PER DIEM	207.50 Total : 207.50
135751	2/21/2024	10308 O'REILLY AUTO PARTS	2968-201358	54384	VEHICLE REPAIR PART	8.61 Total : 8.61
135752	2/21/2024	10344 PADRE DAM MUNICIPAL WATER DIST	90000366; JAN24 90000367; FEB24		GROUP BILL GROUP BILL	16,905.71 12,588.33 Total : 29,494.04
135753	2/21/2024	14690 PATH INC	Q6-Oct23-Dec23	54265	ARPA - PATH HOMELESS OUTREAC	6,228.70 Total : 6,228.70
135754	2/21/2024	11442 PATTERSON, EDWARD	03012024-225		MEADOWBROOK HARDSHIP PROC	130.36 Total : 130.36
135755	2/21/2024	10092 PHOENIX GROUP INFO SYSTEMS	102023031 112023031	54334 54334	FY 23/24 PARKING CITE PROCESS FY 23/24 PARKING CITE PROCESS	568.06 336.38 Total : 904.44
135756	2/21/2024	10097 ROMAINE ELECTRIC CORPORATION	12-060849 12-060858	54487 54487	VEHICLE SUPPLIES VEHICLE SUPPLIES	1,152.49 582.19

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02/21/2024 3:23:43PM

Voucher List
CITY OF SANTEE

Bank code : ubqen



Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
135756	2/21/2024	10097	10097 ROMAINE ELECTRIC CORPORATION (Continued)			Total : 1,734.68
135757	2/21/2024	10606	S.D. COUNTY SHERIFF'S DEPT. SHERIFF DEC 2023		LAW ENFORCEMENT DEC 2023	1,419,747.21 Total : 1,419,747.21
135758	2/21/2024	15184	SANKO, MICHAEL 003138-0012		DEVELOPER DEPOSIT REFUND	654.30 Total : 654.30
135759	2/21/2024	10212	SANTEE SCHOOL DISTRICT 9491	54480	SCHOOL BUS TRANSPORTATION T	153.63 Total : 153.63
135760	2/21/2024	10768	SANTEE SCHOOL DISTRICT 9490	54394	CHET HARRITT DEC 2023 LIGHTS	203.10 Total : 203.10
135761	2/21/2024	13171	SC COMMERCIAL, LLC 2569435-IN 2571100-IN	54395 54395	DELIVERED FUEL DELIVERED FUEL	504.41 549.14 Total : 1,053.55
135762	2/21/2024	13206	SHARP BUSINESS SYSTEMS 9004688906	54519	SHARP JAN 2023 + OCT-DEC OVG	2,547.16 Total : 2,547.16
135763	2/21/2024	10585	SHARP REES-STEALY MEDICAL 388330837 388342270 388348838		MEDICAL SERVICES MEDICAL SERVICES MEDICAL SERVICES	50.00 50.00 50.00 Total : 150.00
135764	2/21/2024	11403	ST JOHN, LYNNE 03012024-78		MEADOWBROOK HARDSHIP PROC	135.37 Total : 135.37
135765	2/21/2024	10217	STAPLES ADVANTAGE 3557237605 3557723347 3557810975 3558206667 3558206671	54335 54402 54448 54335 54335	FY 23/24 OFFICE SUPPLIES - FINAI OFFICE SUPPLIES - P&B, E OFFICE SUPPLIES STAPLES CREDIT FOR ITEM RETU FY 23/24 OFFICE SUPPLIES - FINAI	262.48 118.16 51.01 -24.53 124.42 Total : 531.54
135766	2/21/2024	10027	STATE OF CALIFORNIA 712848		FINGERPRINTING SERVICES	224.00

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02/21/2024 3:23:43PM

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
135766	2/21/2024	10027 10027 STATE OF CALIFORNIA	(Continued)			Total : 224.00
135767	2/21/2024	15169 TOLLIVER, EMILY	32024		CPRS CONFERENCE PER DIEM	86.75
						Total : 86.75
135768	2/21/2024	14354 TRILOGY MEDWASTE WEST, LLC	1515690 1515691	54453 54453	BIOMEDICAL WASTE DISPOSAL BIOMEDICAL WASTE DISPOSAL	156.27 156.28
						Total : 312.55
135769	2/21/2024	10692 UNITED PARCEL SERVICE	000006150X034		SHIPPING CHARGES	210.11
						Total : 210.11
135770	2/21/2024	10475 VERIZON WIRELESS	9956369142		CELL PHONE SERVICE	1,080.79
						Total : 1,080.79
135771	2/21/2024	14687 WEX BANK	95082770		DELIVERED FUEL	15,278.12
						Total : 15,278.12
49 Vouchers for bank code : ubgen						Bank total : 1,544,245.54
49 Vouchers in this report						Total vouchers : 1,544,245.54

Prepared by: 
 Date: 2.21.24
 Approved by: 
 Date: 2/21/24

vchlist
02/21/2024 4:20:51PM

Voucher List
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
135772	2/21/2024	12724 AMERICAN FIDELITY ASSURANCE	D693382		VOLUNTARY LIFE INS-AM FIDELITY	4,378.92
					Total :	4,378.92
135773	2/21/2024	12903 AMERICAN FIDELITY ASSURANCE CO	2353902B		FLEXIBLE SPENDING ACCOUNT	3,243.53
					Total :	3,243.53
135774	2/21/2024	12722 FIDELITY SECURITY LIFE	166149551		EYEMED - VOLUNTARY VISION	1,120.07
					Total :	1,120.07
135775	2/21/2024	10508 LIFE INSURANCE COMPANY OF	February 2024		LIFE/LTD INSURANCE	2,967.70
					Total :	2,967.70
135776	2/21/2024	14452 MEDICAL AIR SERVICES ASSC	1758756		MEDICAL AIR TRANSPORT SVCS	179.00
					Total :	179.00
135777	2/21/2024	14458 METROPOLITAN LIFE INSURANCE	80048897		VOLUNTARY LEGAL	378.00
					Total :	378.00
135778	2/21/2024	10784 NATIONAL UNION FIRE INSURANCE	February 2024		VOLUNTARY AD&D	36.80
					Total :	36.80
135779	2/21/2024	10335 SAN DIEGO FIREFIGHTERS FEDERAL	February 2024		LONG TERM DISABILITY-SFFA	1,386.50
					Total :	1,386.50
135780	2/21/2024	10424 SANTEE FIREFIGHTERS	PPE 02/14/24		DUES/PEC/BENEVOLENT/BC EXP	4,586.21
					Total :	4,586.21
135781	2/21/2024	10776 STATE OF CALIFORNIA	PPE 02/14/24		WITHHOLDING ORDER	449.53
					Total :	449.53
135782	2/21/2024	10776 STATE OF CALIFORNIA	PPE 02/14/24		WITHHOLDING ORDER	429.69
					Total :	429.69
135783	2/21/2024	14467 TEXAS LIFE INSURANCE COMPANY	SM0F0U20240115002		VOLUNTARY INS RIDERS	499.35
					Total :	499.35
135784	2/21/2024	10001 US BANK	PPE 02/14/24		PARS RETIREMENT	1,538.42

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02/21/2024 4:20:51PM

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
135784	2/21/2024	10001 10001 US BANK	(Continued)			Total : 1,538.42
135785	2/21/2024	14600 WASHINGTON STATE SUPPORT	PPE 02/14/24		WITHHOLDING ORDER	751.84
						Total : 751.84
14 Vouchers for bank code : ubgen						Bank total : 21,945.56
14 Vouchers in this report						Total vouchers : 21,945.56

Prepared by: Juan M
Date: 2-21-24
Approved by: E. Ball
Date: 2-21-24

vchlist
02/26/2024 12:33:04PM

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
22431	2/22/2024	10353 PERS	02 24 03A		RETIREMENT PAYMENT	149,461.09
						Total : 149,461.09
1 Vouchers for bank code : ubgen						Bank total : 149,461.09
1 Vouchers in this report						Total vouchers : 149,461.09

Prepared by: Juc M
Date: 2-24-24
Approved by: E. Bull
Date: 02-27-24

PyBatch
02/20/2024 2:11:10PM

Payroll Processing Report
CITY OF SANTEE

2/1/2024 to 2/14/2024-2 Cycle b

EARNINGS SECTION					DEDUCTIONS SECTION				LEAVE SECTION				
Type	Hours/units	Rate	Amount	Src	Plan	Base Wages	Deduction	Benefit/Cont	LvPlan	Accrued	Taken	Banked	Lost
					rhsa2%	210,361.24		4,207.22					
					rhsabc	29,556.52	591.13						
					roth	77,532.26	8,792.45						
					sb-1		85.56						
					sb-3		67.31						
					sffa		3,499.62						
					sffapc		944.70						
					st1cs3	92,842.30	2,785.30	-2,785.30					
					st2cs3	14,997.96	449.94	-449.94					
					texlif		249.64						
					vaccpr		603.25						
					vaccpt		223.51						
					vcanpr		318.41						
					vcanpt		90.25						
					vgcipt		88.70						
					vghipr		62.24						
					vision	13,096.07	540.64						
					voladd		18.37						
					voldis		230.59						
					vollif		217.25						
					vollpb			-217.24					
Grand Totals	17,033.35		705,850.00				254,869.84	87,362.23					

Gross:	705,850.00
Net:	450,980.16

<< No Errors / 13 Warnings >>

Handwritten notes:
 KSA 2/14/24
 EPB 2/20/24
 PTE 2/14/24
 Paydate 2/21/24

vchlist
02/26/2024 12:25:38PM

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
6200318	2/23/2024	14705 RHS MISSIONSQUARE	PPE 02/14/24		RETIREE HSA	4,798.35	
						Total :	4,798.35
6487940	2/23/2024	14704 457 MISSIONSQUARE	PPE 02/14/24		ICMA - 457	38,967.22	
						Total :	38,967.22
2 Vouchers for bank code : ubgen						Bank total :	43,765.57
2 Vouchers in this report						Total vouchers :	43,765.57

Prepared by: *J. Mc M*
Date: 2-26-24
Approved by: *F. Bull*
Date: 2-27-24

vchlist
02/28/2024 1:08:53PM

Voucher List
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
135786	2/28/2024	10003 A & B SAW & LAWNMOWER SHOP	79332	54343	SMALL TOOL PARTS & REPAIRS	374.97
					Total :	374.97
135787	2/28/2024	11139 ACE UNIFORMS, LLC - SAN DIEGO	SD0161095	54631	WEARING APPAREL	18.47
			SD0161282	54631	CLASS B EMT UNIFORMS	221.86
			SD0161300	54631	CLASS B EMT UNIFORMS	18.47
			SD0161681	54631	CLASS B EMT UNIFORMS	230.48
			SD0161723	54631	CLASS B EMT UNIFORMS	230.43
			SD0161945	54631	WEARING APPAREL	248.90
					Total :	968.61
135788	2/28/2024	11859 AIRGAS USA LLC	9146665861	54347	EQUIPMENT SUPPLIES	168.17
					Total :	168.17
135789	2/28/2024	10510 AMAZON WEB SERVICES, INC	1583168241		CLOUD STORAGE SERVICES	228.14
					Total :	228.14
135790	2/28/2024	11445 AMERICAN MESSAGING	L1072898YB		FD PAGER SERVICE	280.91
					Total :	280.91
135791	2/28/2024	10516 AWARDS BY NAVAJO	0124288	54351	NAMETAGS	47.41
					Total :	47.41
135792	2/28/2024	14306 AZTEC LANDSCAPING INC	J1707	54464	CUSTODIAL SERVICES - PARKS	4,799.63
					Total :	4,799.63
135793	2/28/2024	12951 BERRY, BONNIE	March 1, 2024		RETIREE HEALTH PAYMENTS	91.00
					Total :	91.00
135794	2/28/2024	10020 BEST BEST & KRIEGER LLP	LEGAL SVCS JAN 2024		LEGAL SERVICES JAN 2024	70,377.39
					Total :	70,377.39
135795	2/28/2024	15033 BLUECROSS OF CA	ACID 10005		REFUND - AMBULANCE BILLING	115.60
					Total :	115.60
135796	2/28/2024	15160 CAPUTA, SHIRLEY	ACID 8327		REFUND - AMBULANCE BILLING	200.00

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Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
135796	2/28/2024	15160 15160 CAPUTA, SHIRLEY	(Continued)			Total : 200.00
135797	2/28/2024	10299 CARQUEST AUTO PARTS	11102-604388	54426	VEHICLE SUPPLIES	50.86
			11102-604696	54426	VEHICLE REPAIR PARTS	335.44
					Total :	386.30
135798	2/28/2024	10030 CASCADE FIRE EQUIPMENT CO INC	INV9920	54624	SCBA ASSEMBLY & CYLINDER	6,815.19
					Total :	6,815.19
135799	2/28/2024	10031 CDW GOVERNMENT LLC	KV77829	54153	COMPUTER EQUIPMENT	2,831.86
			SD2404977		CYBERSECURITY/NETWORK FIRE	12,200.00
					Total :	15,031.86
135800	2/28/2024	10032 CINTAS CORPORATION 694	4182476883	54635	MISC. SHOP RENTALS	70.13
					Total :	70.13
135801	2/28/2024	10050 CITY OF EL CAJON	020224-02		REGISTRATION FEE	150.00
					Total :	150.00
135802	2/28/2024	10979 CITY OF LA MESA	1140		FINGERPRINTING	100.00
					Total :	100.00
135803	2/28/2024	14996 COMMUNITY HEALTH GROUP (CA CAI	ACID 8789		REFUND - AMBULANCE BILLING	454.54
					Total :	454.54
135804	2/28/2024	14996 COMMUNITY HEALTH GROUP MCR	ACID 11627		REFUND - AMBULANCE BILLING	321.98
					Total :	321.98
135805	2/28/2024	10268 COOPER, JACKIE	March 1, 2024		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00
135806	2/28/2024	11862 CORODATA SHREDDING INC	DN145413		CORODATA SHREDDING	49.82
					Total :	49.82
135807	2/28/2024	10234 COUNTY OF SAN DIEGO	05871-2006-RI-2024	54626	GENERATOR AIR POLLUTION CON	600.00
					Total :	600.00
135808	2/28/2024	10358 COUNTY OF SAN DIEGO	24CTOFSAN07	54528	SHERIFF RADIOS	2,622.00

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Voucher List
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
135808	2/28/2024	10358 COUNTY OF SAN DIEGO	(Continued) 24CTOFSASN07	54458	800 MHZ NETWORK ACCESS	1,849.74
Total :						4,471.74
135809	2/28/2024	10333 COX COMMUNICATIONS	052335901; FEB24 063453006; FEB24 064114701; FEB24		8950 COTTONWOOD AVE 9534 VIA ZAPADOR 8115 ARLETTE ST	195.56 97.43 195.58
Total :						488.57
135810	2/28/2024	10145 CULLIGAN SAN DIEGO	1401401 1402949 1402950 1402951	54554 54554 54554 54554	FILTERED WATER SERVICE FILTERED WATER SERVICE FILTERED WATER SERVICE FILTERED WATER SERVICE	186.20 93.10 93.10 744.80
Total :						1,117.20
135811	2/28/2024	12593 ELLISON WILSON ADVOCACY, LLC	2024-02-06	54505	LEGISLATIVE ADVOCACY SERVICE	1,500.00
Total :						1,500.00
135812	2/28/2024	10251 FEDERAL EXPRESS	8-417-67742		FEDEX SHIPPING CHARGES	73.37
Total :						73.37
135813	2/28/2024	15166 GEHA	ACID 891		REFUND - AMBULANCE BILLING	1,184.40
Total :						1,184.40
135814	2/28/2024	12638 GEORGE HILLS COMPANY, INC.	INV1027494	54486	LIABILITY CLAIMS ADMIN FEE FY 2	1,458.33
Total :						1,458.33
135815	2/28/2024	12009 HARDIN, DAVID	02192024		EMPLOYEE REIMBURSEMENT	250.00
Total :						250.00
135816	2/28/2024	15188 HEDRICK FIRE PROTECTION	23STE-00747		REFUNDABLE DEVELOPER DEPOS	1,987.00
Total :						1,987.00
135817	2/28/2024	15192 HIDEEN NUCOM	Ref000092931 Ref000092938		REFUND - DUPLICATE APPLICATIO REFUND BUS LICENSE APP CORR	99.00 53.00
Total :						152.00
135818	2/28/2024	10301 HORSMAN AUTOMOTIVE	29011	54372	VEHICLE SERVICE	345.07

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Voucher List
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
135818	2/28/2024	10301 10301 HORSMAN AUTOMOTIVE	(Continued)			Total : 345.07
135819	2/28/2024	15157 HUMANA (CARE HMO)	ACID 7480		REFUND - AMBULANCE BILLING	351.14
					Total :	351.14
135820	2/28/2024	15015 KAISER SOUTH (CARE HMO)	ACID 9934/10212		REFUND - AMBULANCE BILLING	1,349.41
					Total :	1,349.41
135821	2/28/2024	15015 RELATION INSURANCE	ACID 10071		REFUND - AMBULANCE BILLING	654.67
			ACID 10769/10202		REFUND - AMBULANCE BILLING	1,243.33
					Total :	1,898.00
135822	2/28/2024	15015 KAISER NORTH (CARE HMO)	ACID 10162		REFUND - AMBULANCE BILLING	646.14
			ACID 1685		REFUND - AMBULANCE BILLING	460.77
					Total :	1,106.91
135823	2/28/2024	15015 KAISER (CAID HMO)	ACID 10520		REFUND - AMBULANCE BILLING	580.70
					Total :	580.70
135824	2/28/2024	15193 LEE, WANETA	10227		REFUNDABLE DEPOSIT	1,647.15
					Total :	1,647.15
135825	2/28/2024	10204 LIFE ASSIST INC	1403785	54377	EMS SUPPLIES	2,452.45
					Total :	2,452.45
135826	2/28/2024	15185 LORI MARCOS	Ref000092877		REFUND-CORRECTED BUS LICEN:	43.00
					Total :	43.00
135827	2/28/2024	15158 MEDICA CA (CARE HMO)	ACID 7433		REFUND - AMBULANCE BILLING	2,962.40
					Total :	2,962.40
135828	2/28/2024	15159 MODIVCARE	ACID 5127/5824/6168		REFUND - AMBULANCE BILLING	2,946.77
					Total :	2,946.77
135829	2/28/2024	11622 PADRE POOLS	BL-000319-2024		REFUND DEVELOPER DEPOSIT	41.00
					Total :	41.00
135830	2/28/2024	14614 PARADIGM MECHANICAL CORP	6129	54386	HVAC MAINT & REPAIRS	380.00

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Voucher List
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
135830	2/28/2024	14614 14614 PARADIGM MECHANICAL CORP	(Continued)			Total : 380.00
135831	2/28/2024	10161 PRIZM JANITORIAL SERVICES INC	32964	54389	CUSTODIAL SERVICES - OFFICES	4,868.42
						Total : 4,868.42
135832	2/28/2024	10101 PROFESSIONAL MEDICAL SUPPLY	FDSANTEEE4-12/31/23	54443	OXYGEN CYLINDER RENTAL	130.20
			FDSANTEEE5-12/31/23	54443	OXYGEN CYLINDER RENTAL	93.00
						Total : 223.20
135833	2/28/2024	10221 QUALITY CODE PUBLISHING LLC	GC00124717	54540	MUNICIPAL CODE CODIFICATION	1,665.00
			GCI0013071	54540	MUNICIPAL CODE CODIFICATION	195.00
						Total : 1,860.00
135834	2/28/2024	10278 RAMSEY, JOAN	March 1, 2024		RETIREE HEALTH PAYMENTS	91.00
						Total : 91.00
135835	2/28/2024	12237 RAYON, KYLE	March 1, 2024		RETIREE HEALTH PAYMENT	91.00
						Total : 91.00
135836	2/28/2024	15161 SADOWSKI, DONNA	ACID 8554		REFUND - AMBULANCE BILLING	50.00
						Total : 50.00
135837	2/28/2024	10407 SAN DIEGO GAS & ELECTRIC	34223805628; FEB24		ROW / MEDIANS (GAS)	252.35
			79900685777; FEB24		BALLFIELDS; FACILITIES; PARKS	17,695.25
						Total : 17,947.60
135838	2/28/2024	13061 SAN DIEGO HUMANE SOCIETY &	FEB-24	54472	ANIMAL CONTROL SERVICES	36,794.00
						Total : 36,794.00
135839	2/28/2024	10768 SANTEE SCHOOL DISTRICT	9493	54583	JOINT USE FIELDS - RIO SECO	807.69
			9494	54583	JOINT USE FIELDS - RIO SECO	609.03
						Total : 1,416.72
135840	2/28/2024	13171 SC COMMERCIAL, LLC	2574350-IN	54395	DELIVERED FUEL	437.24
			2576975-IN	54395	DELIVERED FUEL	629.74
						Total : 1,066.98
135841	2/28/2024	14523 SCA OF CA, LLC	157794PS	54396	STREET SWEEPING SVCS	29,941.58

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Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
135841	2/28/2024	14523 14523 SCA OF CA, LLC	(Continued)			Total : 29,941.58
135842	2/28/2024	13206 SHARP BUSINESS SYSTEMS	9004704739	54519	SHARP MAINT/COPIES 02/2024	932.80
						Total : 932.80
135843	2/28/2024	10585 SHARP REES-STEALY MEDICAL	388127782	54652	MEDICAL SERVICES	145.00
			388172510	54652	MEDICAL SERVICES	172.00
			388172511	54652	MEDICAL SERVICES	59.00
			388328327	54652	MEDICAL SERVICES	51.00
						Total : 427.00
135844	2/28/2024	15037 SHARP REES-STEALY MEDICAL GROU	ACID 8284		REFUND - AMBULANCE BILLING	1,146.00
			ACID 8296		REFUND - AMBULANCE BILLING	1,310.00
						Total : 2,456.00
135845	2/28/2024	12223 SITEONE LANDSCAPE SUPPLY LLC	137765022-001	54420	IRRIGATION PARTS	560.92
			137768199-001	54420	IRRIGATION PARTS	652.30
			138146468-001	54420	IRRIGATION PARTS	8.37
						Total : 1,221.59
135846	2/28/2024	14240 SPICER CONSULTING GROUP	1520	54280	ASSMNT ENG & CFD SVCS FY 22-2	2,709.38
						Total : 2,709.38
135847	2/28/2024	10217 STAPLES ADVANTAGE	3557433195	54552	OFFICE SUPPLIES - PSD	-58.29
			3559040628	54534	STAPLES OFFICE SUPPLIES	64.87
			3559133861	54402	OFFICE SUPPLIES - P&B, E	62.84
						Total : 69.42
135848	2/28/2024	10119 STEVEN SMITH LANDSCAPE INC	52915	54405	A1 LANDSCAPE SERVICES	996.64
			53038	54405	A 1 LANDSCAPE SERVICES	4,965.00
			53039	54405	A 1 LANDSCAPE SERVICES	10,298.84
			53040	54405	A 1 LANDSCAPE SERVICES	34,157.50
			53047	54405	A 1 LANDSCAPE SERVICES	840.64
			53048	54451	A 2 LANDSCAPE SERVICES	210.16
			53049	54406	A 3 LANDSCAPE SERVICES	210.16
			53050	54451	A 2 LANDSCAPE SERVICES	1,075.75
			53127	54405	A 1 LANDSCAPE SERVICES	57,843.51
			53128	54451	A 2 LANDSCAPE SERVICES	21,413.45

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Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
135848	2/28/2024	10119 STEVEN SMITH LANDSCAPE INC	(Continued) 53129	54406	A3 LANDSCAPE SERVICES	13,707.31
Total :						145,718.96
135849	2/28/2024	15162 TARATINO, ISADORE	ACID 5454		REFUND - AMBULANCE BILLING	25.00
Total :						25.00
135850	2/28/2024	10250 THE EAST COUNTY	00138607 00138937		INVITATION TO BID - CITYWIDE ST PUBLIC HEARING NOTICE - CDBG	854.00 161.00
Total :						1,015.00
135851	2/28/2024	10133 UNDERGROUND SERVICE ALERT	120240690 23-2424454	54481 54481	DIG ALERT - MONTHLY TICKETS DIG ALERT SERVICES - STATE FEE	221.75 57.68
Total :						279.43
135852	2/28/2024	15038 UNITED (CARE HMO)	ACID 5454		REFUND - AMBULANCE BILLING	367.06
Total :						367.06
135853	2/28/2024	12930 WILLIAMS, ROCHELLE	March 1,2024		RETIREE HEALTH PAYMENTS	91.00
Total :						91.00
135854	2/28/2024	12641 WITTORFF, VICKY DENISE	March 1, 2024		RETIREE HEALTH PAYMENTS	31.00
Total :						31.00
135855	2/28/2024	10318 ZOLL MEDICAL CORPORATION	3910219 3910314	54419 54419	EMS SUPPLIES EMS SUPPLIES	589.61 1,338.08
Total :						1,927.69

70 Vouchers for bank code : ubgen

Bank total : 382,131.09

70 Vouchers in this report

Total vouchers : 382,131.09

Prepared by: Juan M.
 Date: 2-28-24
 Approved by: _____
 Date: 2/28/24

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02/29/2024 8:46:58AM

Payroll Processing Report
CITY OF SANTEE
3/1/2024 to 3/31/2024-1 Cycle m

EARNINGS SECTION					DEDUCTIONS SECTION			LEAVE SECTION						
Type	Hours/units	Rate	Amount	Src	Plan	Base Wages	Deduction	Benefit/Cont	LvPlan	Accrued	Taken	Banked	Lost	
Grand Totals					Employees: 31									
reth			5,642.00		catax	5,642.00	46.00							
					fedtax	5,642.00	211.00							
Grand Totals	<u>0.00</u>		<u>5,642.00</u>				<u>257.00</u>	<u>0.00</u>						

Gross:	5,642.00
Net:	5,385.00

<< No Errors / No Warnings >>

KA
2/29/24
PTE 3/31/24
paydate 3/1/24

MEETING DATE March 13, 2024

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, REJECTING THE BID FROM STAR ENERGY MAINTENANCE, INC. AND AWARDING THE CONSTRUCTION CONTRACT TO YUNEX TRAFFIC FOR THE CITYWIDE STREETLIGHT LED UPGRADE PROJECT (CIP 2023-02) AND DETERMINING THE PROJECT IS CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”) PER STATE CEQA GUIDELINES SECTION 15301(c)

DIRECTOR/DEPARTMENT

Carl Schmitz, Engineering



SUMMARY

On February 22, 2024, the City Clerk publicly opened and examined eight sealed bids for the Citywide Streetlight LED Upgrade Project (CIP 2023-02). This project will replace 1,600 City owned cobra style induction streetlights with lower wattage LED streetlights. The upgrade is anticipated to save the City approximately \$96,000 annually in streetlight energy costs. This project is Phase 1 of the streetlight LED upgrades. Phase 2 will upgrade the remaining shoebox style streetlights and will be brought back to Council as a separate project later this year.

Upon review of the bid submitted by the apparent low bidder, Star Energy Management, Inc., the bid was deemed non-responsive. Star Energy Management, Inc. submitted the low bid at \$481,513.00, however, the bid failed to strictly comply with the Information Required of Bidder and Instructions to Bidders and therefore prevents the City from evaluating the bidder's experience/ability to perform the work. Additionally, the bid was missing required notary documents for the contractor's signature on the signature page, the bid bond, and on the non-collusion affidavit. As a result, following discussion with the City's Attorney's office, staff recommends that City Council finds Star Energy Management, Inc.'s bid to be non-responsive and awards the contract to the second lowest bidder, Yunex Traffic, whose bid in the amount of \$484,955.00 is both responsive and responsible.

In compliance with the City's purchasing ordinance, Santee Municipal Code Section 3.24.100, City staff administered a formal bid process on January 26, 2024. Upon review of the submitted bids, the lowest responsive and responsible bid was submitted by Yunex Traffic in the amount of \$484,955.00. The bid submitted by Yunex Traffic is 40% lower than the Engineer's construction estimate of \$805,000.00. The savings is due to better pricing on the material costs and staff feels that the project is still viable.

Staff also requests authorization for the Director of Engineering/City Engineer to approve change orders in a total amount not to exceed \$48,495.00 (10% of the contract price) for unforeseen items and additional work associated with the Project.



ENVIRONMENTAL REVIEW

This action is categorically exempt from the California Environmental Quality Act (“CEQA”), pursuant to Section 15301(c), Existing Facilities, of the CEQA Guidelines.

FINANCIAL STATEMENT *AK*

Funding for this project will be provided by Zone A Streetlight funds and is included in the Proposed 2024-2028 Capital Improvement Program budget.

Design and Bidding	\$ 20,550.50
Construction Contract	484,955.00
Construction Change Orders	48,495.00
Construction Engineering/Management	40,000.00
Project Closeout	<u>1,000.00</u>
Total Anticipated Project Cost	<u>\$ 595,000.50</u>

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION *MCB*

Adopt the Resolution:

1. Rejecting the apparent low bidder, Star Energy Management, Inc., due to the omission of required documents to be submitted at the time of bid submission; and
2. Awarding the construction contract for the Citywide Streetlight LED Upgrade Project (CIP 2023-02) to Yunex Traffic for a total amount of \$484,955.00; and
3. Authorizing the City Manager to execute all necessary documents for the contract on behalf of the City; and
4. Authorizing the Director of Engineering/City Engineer to approve change orders in a total amount not to exceed 48,495.00; and
5. Determining this action is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15301(c), Existing Facilities, of the CEQA Guidelines.

ATTACHMENTS

Resolution
Bid Summary Chart

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, REJECTING THE BID FROM STAR ENERGY MAINTENANCE, INC. AND AWARDING THE CONSTRUCTION CONTRACT TO YUNEX TRAFFIC FOR THE CITYWIDE STREETLIGHT LED UPGRADE PROJECT (CIP 2023-02) AND DETERMINING THE PROJECT IS CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”) PER STATE CEQA GUIDELINES SECTION 15301(c)

WHEREAS, on January 26, 2024, City staff administered a formal bid process for the Citywide Streetlight LED Upgrade Project (“Project”) in compliance with Santee Municipal Code Section 3.24.100; and

WHEREAS, the City Clerk, on February 22, 2024, publicly opened and examined eight sealed bids; and

WHEREAS, the lowest received bid was submitted by Star Energy Management, Inc. in the amount of \$481,513.00; and

WHEREAS, the bid received by Star Energy Management, Inc. was deemed non-responsive by Staff due to the omission of required information and documents at the time of bid submission; and

WHEREAS, in accordance with Santee Municipal Code section 3.24.100(E), Staff has determined that the bid submitted by Yunex Traffic conforms in all material respects to the requirements set forth in the invitation for bids; and

WHEREAS, Yunex Traffic was found to be the lowest responsive and responsible bidder with a total bid amount of \$484,955.00; and

WHEREAS, Staff recommends awarding the construction contract for the Project to Yunex traffic in the amount of \$484,955.00; and

WHEREAS, Staff requests authorization for the Director of Engineering/City Engineer to approve change orders in a total amount not to exceed \$48,495.00 for unforeseen items and additional work associated with the Project; and

WHEREAS, the project is categorically exempt from environmental review pursuant to Section 15301(c) of the State CEQA Guidelines.

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

SECTION 1: The Recitals provided above are true and correct and are hereby incorporated into this Resolution.

SECTION 2: The bid submitted by Star Energy Management, Inc., was deemed non-responsive by Staff due to the omission of required information and documents at the time of bid submission and is rejected.

RESOLUTION NO. _____

SECTION 3: The construction contract for the Citywide Streetlight LED Upgrade Project CIP 2023-02 is awarded to Yunex Traffic as the lowest responsive and responsible bidder in the amount of \$484,955.00, and the City Manager is authorized to execute all necessary documents for the contract on behalf of the City.

SECTION 4: The Director of Engineering/City Engineer is authorized to approve change orders in an amount not to exceed \$48,495.00 for unforeseen items and additional work associated with the Project.

SECTION 5: The project is categorically exempt from environmental review under State CEQA Guidelines Section 15301(c), Existing Facilities.

SECTION 6: The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Santee City Hall, 10601 Magnolia Avenue, Santee, CA 92071. The City Clerk is the custodian of record of those proceedings.

SECTION 7: This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 13th day of March, 2024 by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

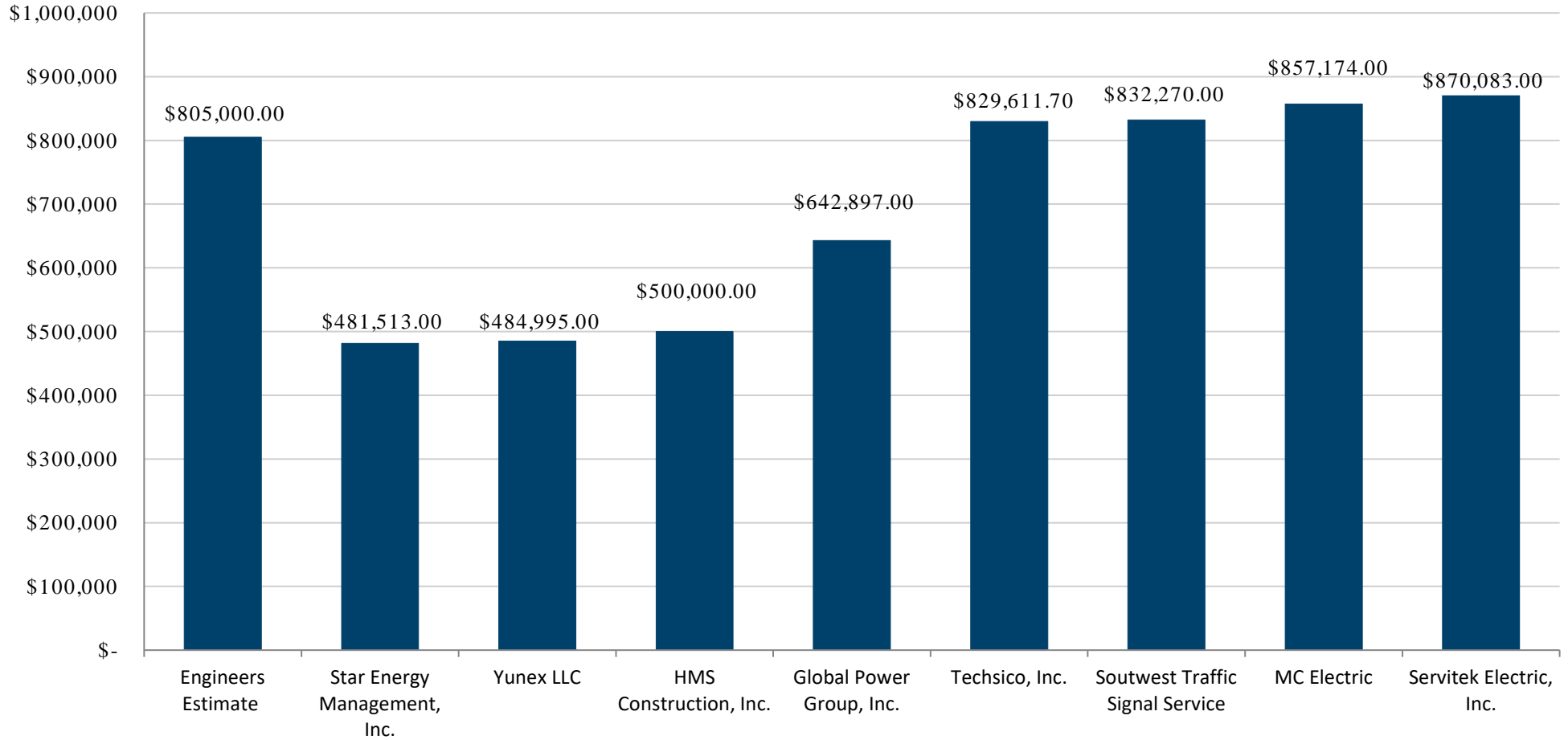
APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

Citywide Streetlight LED Upgrade Project CIP 2023-02



MEETING DATE March 13, 2024

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA ACCEPTING THE PROSPECT AVENUE AND MESA ROAD INTERSECTION IMPROVEMENTS (CIP 2020-01) PROJECT AS COMPLETE AND FINDING THE ACTION IS NOT A PROJECT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”) PER STATE CEQA GUIDELINES SECTION 15378

DIRECTOR/DEPARTMENT Carl Schmitz, Engineering *CS*

SUMMARY This item requests that the City Council accept the Prospect Avenue and Mesa Road Intersection Improvements (CIP 2020-01) Project (“Project”) as complete.

During the April 12, 2023 City Council meeting, the City Council awarded the construction contract for the Prospect Avenue and Mesa Road Intersection Improvements (CIP 2020-01) Project for a total contract amount of \$750,927.00 to LC Paving & Sealing, Inc. and authorized the Director of Engineering/City Engineer to approve contract change orders in a total amount not to exceed \$75,092.00 for unforeseen items and additional work.

A Notice to Proceed was issued on July 10, 2023 and the work was substantially completed on November 22, 2023. Final punch list items were completed on February 15, 2024. Three change orders were approved in the amount of \$41,830.80 for additional work that included removal and disposal of petromat contaminated asphalt concrete and additional asphalt patching along Mesa Road.

Staff recommends that the City Council accept the Project as complete and direct the City Clerk to file a Notice of Completion with the San Diego County Clerk.

ENVIRONMENTAL REVIEW

Per California Environmental Quality Act (CEQA) Guidelines Section 15378, this action is not a project under CEQA as it involves an administrative activity of government without the potential of a significant impact on the environment.

FINANCIAL STATEMENT *HS* Funding for this project is provided by an Active Transportation Program Grant in the amount of \$306,999.00 and Traffic Mitigation Funds in the amount of \$747,494.

Design & Bidding	\$ 186,656.97
Original Construction Contract	750,927.00
Construction Change Orders	41,830.80
Construction Engineering/Management	38,744.89
Estimated Project Closeout	<u>5,000.00</u>
 Total Project Cost	 <u>\$ 1,023,159.66</u>

CITY ATTORNEY REVIEW N/A Completed





RECOMMENDATION *MAB*

Adopt the attached Resolution accepting Prospect Avenue and Mesa Road Intersection Improvements (CIP 2020-01) Project as complete.

ATTACHMENT

Resolution



RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
ACCEPTING THE PROSPECT AVENUE AND MESA ROAD INTERSECTION
IMPROVEMENTS (CIP 2020-01) PROJECT AS COMPLETE AND FINDING THE
ACTION IS NOT A PROJECT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT (“CEQA”) PER STATE CEQA GUIDELINES SECTION 15378**

WHEREAS, the City Council awarded the construction contract for the Prospect Avenue and Mesa Road Intersection Improvements (CIP 2020-01) Project (“Project”) to LC Paving and Sealing, Inc. on April 12, 2023 for \$ 750,927.00; and

WHEREAS, the City Council also authorized the City Manager, Director of Development Services or City Engineer to approve construction change orders in a total amount not to exceed \$75,092.00; and

WHEREAS, three change orders in the amount of \$41,830.80 were approved for removal and disposal of petromat contaminated asphalt and additional asphalt patching on Mesa Road; and

WHEREAS, the Project was completed for a total contract amount of \$792,757.80 on November 22, 2023; and

WHEREAS, LC Paving and Sealing, Inc. has completed the project in accordance with the contract plans and specifications; and

WHEREAS, per California Environmental Quality Act (“CEQA”) Guidelines Section 15378, this action is not a project under CEQA because it involves an administrative activity of government without the potential of a significant impact on the environment; and

WHEREAS, the City Council desires to accept the Project as complete.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Santee, California, that the work for the construction of Prospect Avenue and Mesa Road Intersection Improvements (CIP 2020-01) Project is accepted as complete on this date and the City Clerk is directed to record a Notice of Completion.

RESOLUTION NO. _____

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 13th day of March, 2023, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:


JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

MEETING DATE March 13, 2024

ITEM TITLE APPROVAL OF A JOINT USE AGREEMENT WITH THE GROSSMONT UNION HIGH SCHOOL DISTRICT

DIRECTOR/DEPARTMENT Nicolas Chavez, Community Services 

SUMMARY

The City of Santee and the Grossmont Union High School District have drafted an updated Joint Use Agreement for City Council approval. This agreement was developed in partnership by a team of representatives from Santana and West Hills High Schools, City of Santee staff and the Grossmont Union High School District administration. This agreement will take the place of the prior 2008 joint use agreement and continue the relationship between the City and Grossmont Union High School District as to the joint use of facilities for the agencies' mutual benefit.

The goals of the revised Agreement are to ensure that access and care of the facilities are commensurate with the community's need and use of said facilities.

Key features in the agreement include:

- The term of the agreement is for five (5) years and may be extended three (3) times for no more than five (5) years each, upon agreement of both parties.
- Priority access to the synthetic turf football field for Partnered Youth Sports Organizations (PYSO), after CIF and Campus Sports, alternating between Santana and West Hills High Schools every two (2) years.
- Priority access to practice fields for PYSO, after CIF and Campus Sports, for local Little League Jr. Programs.
- Public access, and City Program priority, to lighted tennis courts at Santana High School, within designated hours.
- A provision for semiannual meetings with School and City representatives in order to schedule the facilities and ensure the success of the Agreement.

The Agreement has been approved by the Grossmont Union High School District School Board.

ENVIRONMENTAL IMPACT

This agreement is not subject to the California Environmental Quality Act (CEQA) because it is not a "project" per Public Resources Code section 21065 and section 15378 of the CEQA Guidelines as it would not result in a physical change in the environment.

FINANCIAL STATEMENT 

There is no financial impact to the City.

CITY ATTORNEY REVIEW N/A • Completed



RECOMMENDATION *MAB*

1. Approve the Joint Use Agreement attached hereto and authorize the City Manager to execute said Agreement on the City's behalf.
2. Authorize the City Manager to make minor changes to the Agreement if and as needed for final clarifications and to execute any and all necessary documents associated with said Agreement.
3. Authorize the City Manager to execute up to three (3) additional five (5) year options to renew the Agreement.

ATTACHMENT

Joint Use Agreement with the Grossmont Union High School District

**JOINT USE AGREEMENT
DRAFT**

BY AND BETWEEN

CITY OF SANTEE

AND

GROSSMONT UNION HIGH SCHOOL DISTRICT

Dated March 13, 2024

JOINT USE AGREEMENT

This Joint Use Agreement (“Agreement”), dated March 13, 2024, for reference purposes only, is made and entered into by and between GROSSMONT UNION HIGH SCHOOL DISTRICT, a public school district of the State of California (“District”) and CITY OF SANTEE, a California municipal corporation (“City”). District and City are sometimes referred to herein singularly as a “Party” and collectively as the “Parties.” This Agreement is entered into based upon the following recited facts (each, a “Recital”).

RECITALS

A. District owns real property within the City of Santee, described as Santana High School, located at 9915 Magnolia Avenue, and West Hills High School, located at 8756 Mast Boulevard, as more particularly described in Exhibits A and B attached hereto and incorporated herein by this reference (collectively, the “Joint Use Property”), and desires to enter into this Agreement to allow for the joint use by the District and the City of the Joint Use Property under the terms and conditions of this Agreement. City and District agree that it may be necessary from time to time to adjust the boundaries of the Joint Use Property to accommodate the addition of portable classrooms or other non-recreational equipment or facilities to the Schools at the District’s sole expense. The Parties agree that any adjustment of the boundaries of the Joint Use Property shall be agreed to in writing by City and District and that District shall: (1) provide City thirty (30) days written notice prior to placement of any such buildings, structures, equipment or apparatus on the Joint Use Property.

B. The City sponsors and partners with various community recreation programs and activities, as further described in this Agreement, which it desires to conduct on the Joint Use Property on the terms and conditions set forth herein.

C. The joint use by the District and the City of the Joint Use Property is authorized by Section 10900 et seq. of the Education Code, which authorizes and empowers cities and school districts to cooperate with each other in organizing, promoting, and conducting joint programs of recreation as well as education.

D. The joint use of the Joint Use Property as set forth in this Agreement is of mutual benefit to City and District by providing recreational facilities to the community and needed educational and recreational opportunities to the students of the District.

E. Through this Agreement, City and District desire to specify the allocation of duties with respect to the joint use of the Joint Use Property, including scheduling of use, monetary obligations and responsibilities for maintenance and utility expenses.

F. City and District have entered into previous joint use agreements for use of the Joint Use Property and now desire to enter into this Agreement, which shall supersede all prior joint use agreements between the Parties for the Joint Use Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are true and correct assertions of the Parties' intentions and are hereby incorporated into this Agreement.
2. Definitions. Whenever in this Agreement the following terms are used, the same shall have the meaning ascribed to them in this Section 2, unless the context otherwise requires or admits:
 - a. "Campus Sport" means any sport that includes only students from one GUHSD high school campus, with a GUHSD employee/coach running the program. Campus sports are required to pay a participation fee and provide proof of insurance. Any event or activities that include participants from outside one GUHSD campus that charge a fee or are for profit will not be considered a Campus Sport.
 - b. "City Improvements" means all improvements of any nature installed for any purpose at the City's expense on the Joint Use Property pursuant to this Agreement or any predecessor agreement, including, but not limited, to those certain sports lighting improvements installed by the City and located at the tennis courts on the Santana High School Campus ("City Lighting Improvements"). Notwithstanding the above, the sports lighting improvements installed by the City and located at the Junior Varsity softball fields on the Santana High School Campus are excluded from the City Improvements and City Lighting Improvements.
 - c. "City Program" means any Recreational community recreation or sports activity, event, or program, whether for youth or adults, organized, scheduled, approved, facilitated, or sanctioned by the Recreation Division of the City.
 - d. "City Representative" means the City Manager of the City or their authorized designee(s). For purposes of this Agreement, the Director of Community Services of the City shall be an authorized designee of the City Manager.
 - e. "Community Club Sport" means a team sport or similar activity, whether or not conducted by a City recognized Partnered Youth Sports Organization (PYSO), which is not Recreational and does not meet the definition of City Program, Campus Sport, or School Sports Team, respectively. Generally, Community Club Sports are characterized by limited enrollment of participants and/or selection by invitation or try-out; year-round play without a designated start or end date and/or without a primary season; use of paid coaches and/or governing board; and/or operation under a privately insured organization or otherwise by an organization which is not a nationally recognized youth sports league organization.
 - f. "Dispute Resolution Committee" means a committee composed of the City Representative, and District Representative, who shall be designated by each respective legislative body by minute action or resolution from time to time as the need arises.

g. “District Improvements” means all improvements of any nature installed for any purpose at the District’s expense on the Joint Use Property. The District Improvements include, but are not limited to, synthetic football fields, practice ball fields, JV and Varsity softball and baseball fields, turf areas, soccer/multi-purpose fields, outdoor courts (tennis, handball and basketball courts), outdoor amphitheater, gymnasiums, dance room and classrooms. The District Improvements include the sports lighting improvements originally installed by the City and located at the Junior Varsity softball fields on the Santana High School Campus

h. “District Representative” means the Superintendent of the District or their authorized designee(s). For purposes of this Agreement, the Executive Director, Facilities Management, of the District shall be an authorized designee of the Superintendent.

i. “District Rules” means those certain rules and regulations adopted by the District governing board or the District Representative, in accordance with District standard procedures, and updated from time to time, governing activities on the Joint Use Property. The current version of the District Rules is attached hereto as Exhibit C and incorporated herein by this reference. These District Rules shall govern unless and until the District Representative provides the City Representative with a copy of any revised version of the District Rules or updates thereto.

j. “District Students” means school-age children who are enrolled as students in any District school, including but not limited to West Hills High School and Santana High School.

k. “Effective Date” means the first date on which all of the following have occurred: (i) the City Council has approved this Agreement; (ii) the City Representative has signed this Agreement; (iii) the Governing Board for the District has approved this Agreement; (iv) the District Representative has signed this Agreement; and (v) a fully executed copy of this Agreement is submitted to the City Clerk of the City.

l. “Improvements” means, collectively, all of the City Improvements and District Improvements on the Joint Use Property.

m. “Joint Use Property” means Santana High School, located at 9915 Magnolia Avenue, and West Hills High School, located at 8756 Mast Boulevard, as more particularly described in Exhibits A and B attached hereto and incorporated herein by this reference.

n. “Partnered Youth Sports Organizations” (“PYSO”) means City partnered, recognized, and sanctioned recreational sports activity within the overlapping jurisdictional boundaries of the City and the District. PYSO rotates site usage between West Hills and Santana HS every other year. PYSOs are not City Programs. The organizations constituting PYSOs are listed on Exhibit F, attached hereto and incorporated herein by reference.

o. “Permitted User” means any person or organization with a specific approved District reservation for the Joint Use Property.

p. “Recreational” means, with regard to any youth or adult community recreation or sports activity, event or program that meets all of the following criteria: (1) sponsorship by a nationally recognized non-profit organization; (2) no fees or minimal fee(s) for enrollment (3) open

registration of participants; (4) use of unpaid, volunteer coaches and governing board; (5) league games played within local region without regular travel; (6) encouragement of maximum participation at all levels of skill and experience; (7) designation of primary season; and (8) all-star games played only at conclusion of each primary season (9) minimal charge, to offset rental fee, for parents or spectators to watch.

q. “School Day” means the time period between the hours of 7:00 a.m. and 4:00 p.m. on all weekdays, excluding Saturdays, Sundays and school holidays, during the School Year. For purposes of any shortened or “minimum” school days scheduled by the District, the term “School Day” for purposes of this Agreement includes only the actual hours classroom educational services are provided to District Students at Santana and West Hills High Schools on such days, including summer school.

r. “School Site” means, respectively, Santana High School, West Hills High School, or any other District school campus which the City Representative and the District Representative may hereafter agree, in writing, to be subject to joint use by the Parties pursuant to this Agreement.

s. “School Sports Team” means an in-season CIF sports team, other than a Campus Sport, that is recognized as an official school sports team by both the District and West Hills High School or Santana High School, respectively, in accordance with the appropriate procedures of the District and each respective school.

t. “School Year” means the period beginning on the actual date regular classroom educational services for District Students commences each year and ends on the actual date regular classroom educational services (including summer school) for District Students.

3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and end on the day that is the five (5) year anniversary of the Effective Date (“Initial Term”). Unless terminated pursuant to Section 13 of this Agreement, this Agreement may be extended up to three (3) successive times for a period of no more than five (5) years each (each, an “Additional Term”) by mutual written agreement of the Parties. The Initial Term and any Additional Term(s) are sometimes referred to collectively herein as the “Term.” Under no circumstances shall the total duration of the Term exceed a total of twenty (20) years.

4. Use.

a. District shall provide access to City employees, volunteers, invitees, and members of the general public to the Joint Use Property, the District Improvements and the City Improvements in accordance with the Use Schedule developed by the Parties pursuant to Section 5 of this Agreement for the purpose of scheduling, organizing, conducting, observing, and participating in any Permitted User activity including reasonable right of passage over District property adjacent to the Joint Use Property. With approval from the facility reservation system, permitted user has access to the agreed to space within the facility, this permit does not guarantee use of equipment (ex. scoreboard, sound, goals, etc.). The District shall ensure any Permitted User (other than members of the public using the Joint Use Property during City Program hours designated for

public use) abides by the following pursuant to written agreement prior to use of the Joint Use Property:

i. Permitted user shall ensure that persons and groups who access the Joint Use Property pursuant to the Permitted User's rights under this Section 4 comply with District Rules, except that the Permitted User shall not be responsible to enforce any District Rules or updates thereto unless a copy of the current District Rules has been provided by the District to the Permitted User. Permitted User may distribute copies of the District Rules to any participants. Permitted User agrees that it shall not permit activities operated for private gain or profit to be conducted on the Joint Use Property, except with the approval of the District Representative.

ii. When using the Joint Use Property pursuant to this Agreement, Permitted User, shall provide, at no cost to District, except as otherwise stipulated in this Agreement, the following: (1) supervisory staff and volunteers, in compliance with District Rules, and (2) supplies and equipment. District Representatives may provide no less than seven (7) calendar days' notice to the Permitted User that the District believes that a Permitted User requires additional custodial staff and/or technical staff to provide necessary maintenance, operational expertise, or other services needed. The Permitted User shall have the option to: (a) provide staff or volunteers to provide the required services, with approval of the District Representative; (b) modify the program such that no additional services are required, with approval of the District Representative; or (c) pay the actual reasonable cost of services rendered by District custodial and/or technical staff for the Permitted User within no more than thirty (30) days thereafter. The "actual reasonable cost of services rendered by District custodial and/or technical staff for the Permitted User" shall include only the fully burdened salary paid by the District for service rendered by such staff beyond normal work shift hours and only for duties performed as a direct result of the use of the Joint Use Property or the Improvements, but shall not include any cost, claim or damage arising from either such individual(s)' employment by the District or any incident relating to the performance of service relating to permitted use pursuant to this Section 4, except as provided in Section 11 of this Agreement. The Permitted User may request the District provide an estimate of such costs, which shall be provided to the Permitted User Representative prior to the date of use. District may waive such charges at its discretion.

5. Development of Use Schedule/Access/Priority.

a. The following priority applies to development of a Use Schedule (as that term is defined below):

i. District (to include the School Sports Team, during recognized CIF season, and Campus Sport) has priority of the Joint Use Property or any Improvement(s).

ii. At any time other than the specific District use designated in Section 5(a)(i) above, persons and groups wishing to use any portion(s) of the Joint Use Property or any Improvement(s) for any City Program(s) (or other uses allowed by City) shall have priority over persons and groups wishing to use any portion(s) of the Joint Use Property or any Improvement(s) pursuant to the District's rights under this Agreement or otherwise at the same time. Persons and/or groups,

expressly including Community Club Sports and PYSO, with which District employees (including coaches), are affiliated shall not have priority over City Programs by reason thereof.

iii. Following City Program(s), PYSO shall have priority over other persons and groups wishing to use any portion(s) of the Joint Use Property or any Improvement(s). At semiannual meeting, Parties will make all efforts to identify historical PYSO use as it relates to the upcoming season. Any displaced PYSO use, District shall work cooperatively with the City in an effort to find alternate options for PYSO. Persons and/or groups, expressly including Community Club Sports, with which District employees (including coaches) are affiliated, shall not have priority over PYSO by reason thereof.

b. No less than semiannually during the Term, City Representative(s) and District Representative(s) shall meet and cooperate in good faith to discuss availability, review the proposed summer school calendar and schedule, and develop a written use schedule for the use by the Parties of any Joint Use Property and Improvement(s) on each School Site during such period, or such additional time period as agreed upon by the Parties (“Use Schedule”). Each such semiannual meeting shall be scheduled by mutual agreement of the participants during the months of April and November of each year during the Term. Prior to each semiannual meeting the City shall provide the District Representative with a tentative list of dates and times for proposed use of West Hills and Santana High Schools, for the upcoming period. The City’s Use Schedule agreed upon by the Parties at each semiannual meeting shall be considered final unless changed by mutual agreement. In the event of any disagreement with the written Use Schedule, either before or after it has become finalized, the disputing Party shall notify the other Party and the Parties shall cooperate in good faith to resolve the dispute. The Site Principal and/or Executive Director of Facilities Management will have the final say in any dispute. The District will rent the facility to other parties if the usage request is not received within 15 working days of the end of the months of April and November respectively.

c. The Use Schedule shall govern the use by each Party and Permitted Users on the Joint Use Property, the District Improvements and the City Improvements pursuant to this Agreement during the time period designated in the written Use Schedule. Any Use Schedule may be revised by subsequent mutual agreement of the Parties. Notwithstanding anything in this Section 5, the Parties agree that Exhibit E attached to this Agreement and incorporated herein by this reference shall constitute the proposed Use Schedule for the period from the Effective Date until the earliest date the Use Schedule developed by the Parties pursuant to Section 5(b) above for the next subsequent semiannual period becomes effective.

d. The City and the District agree that neither Party shall permit any person(s) or group(s) to use any portion of the Joint Use Property, District Improvements, or City Improvements in contravention of the Use Schedule. In the event any Party is unsure whether a use by person(s) or group(s) may contravene the Use Schedule, that Party’s Representative shall consult the other Party’s Representative prior to authorizing such use.

e. In addition to the development of the Use Schedule, the Parties agree to, during each semiannual meeting, discuss and develop a consensus as to any outstanding operational concerns, disputes or other issues relating to the use of the Joint Use Property, the District Improvements

and the City Improvements pursuant to this Agreement. Any concerns, disputes, or other issues which are not resolved at any semiannual meeting may be discussed by participants in the subsequent semiannual meeting or may be tabled for further discussion and resolution by the City Representative and the District Representative.

6. Improvements; Costs of Maintenance and Replacement.

a. District Improvements and Joint Use Property

i. District shall repair and maintain, at no cost to City, the District Improvements on the Joint Use Property, including normally scheduled custodial services and routine maintenance. District shall monitor the Joint Use Property and ensure it is maintained at a safe and reasonable level. District shall make general maintenance repairs within seven (7) days or a reasonable period thereof and shall make emergency repairs necessary to ensure safety of individuals in the Joint Use Property in a timely manner.

ii. District shall install, repair, and maintain, at no cost to the City, the District Improvements, including, but not limited, to all irrigation systems, turf, surface, dirt, backstops and bleachers, court surfaces, nets, net standards and fences located on any portion of the Joint Use Property, to a safe and reasonable level, unless the Parties mutually agree otherwise in writing.

iii. Except when the District and City have agreed to a maintenance and/or repair schedule pursuant to Section 6(a)(i & ii) above, or in an emergency constituting an immediate threat to public safety or the safety of District Students or participants in City Programs, no less than thirty calendar (30) days prior to repairing any District Improvement(s) or constructing additional District Improvements on the Joint Use Property, District Representative shall notify the City Representative, in writing, of any repair or construction schedules relating to such District Improvements that may affect use of the Joint Use Property for City Programs. District shall schedule repairs and construction so as to minimally impact City Programs. Notwithstanding the foregoing, whenever repair or construction of existing or new District Improvements requires the closure of any portion of the Joint Use Property for any period of time during which City Programs may be impacted, District Representative shall provide the City Representative no less than sixty (60) calendar days written notice of such closure, shall keep City informed of progress on such repair or construction, and shall inform City promptly upon reopening of the Joint Use Property or portion thereof.

b. Maintenance of City Improvements. City shall repair and maintain to a safe and reasonable level, at no cost to District, the City Improvements, including but not limited to the City Lighting Improvements on Joint Use Courts, unless and until the District has obtained title thereto pursuant to Section 8(b), or unless the Parties mutually agree in writing otherwise. The City shall provide the District Representative no less than thirty (30) calendar days written notice of any repairs or maintenance activities relating to the City Improvements that may affect use of the Joint Use Property by the District.

c. Joint Use of Improvements; Damage.

i. The District shall ensure Permitted Users comply with the following terms:

(1) Permitted User shall protect the Improvements and the Joint Use Property from damage due to use by Permitted User for Permitted Programs pursuant to this Agreement, except for normal wear and tear. Notwithstanding the District's obligations set forth in Section 6(a), whenever the Permitted User uses Improvements, particularly (but not limited to) Varsity baseball and softball fields, or any portion of the Joint Use Property for Permitted Programs, the Permitted User agrees to ensure that such portion(s) of the Joint Use Property are reasonably cleared of trash and to perform basic grooming of such Joint Use Property (e.g., grooming of ball fields including dragging and watering of infield) in accordance with the District Rules and any standard District practices as to such District Improvement(s) of which the District Representative has informed the Permitted User Representative in advance.

ii. District shall protect the City Improvements and the Joint Use Property from damage due to use by District or any persons or groups authorized by District, including, but not limited to, School Sports Teams and Campus Sports, pursuant to this Agreement, except for normal wear and tear. Notwithstanding the City's obligations set forth in Section 6(b), whenever the District uses City Improvements, the District agrees to perform basic grooming or maintenance in accordance with any standard City practices as to such City Improvement(s) of which the City Representative has informed the District Representative in advance, or as otherwise agreed in writing.

iii. In the event damage, other than normal wear and tear, and expressly including vandalism and graffiti, is caused to the District Improvements or any portion of the Joint Use Property due to use by City Programs pursuant to the City's rights under this Agreement, the District Representative shall notify the City Representative and Permitted User within five (5) calendar days, in writing, of the damage and required repair(s), and the Permitted User shall be responsible to either make such repair(s), at no cost to District, within a reasonable time after notification, or to pay to the District the actual cost of such repair(s) after they have been made by the District. Notwithstanding the foregoing, if the City or Permitted User disputes the cause of required repairs, the City or Permitted User's responsibility therefor, the type of required repairs, or the cost incurred by the District for performance thereof, the City Representative or Permitted User may initiate the dispute resolution procedure set forth in remedies Section 13 (j).

iv. In the event damage, other than normal wear and tear, and expressly including vandalism and graffiti, is caused to the City Improvements due to use by any person(s) or group(s) pursuant to the District's rights under this Agreement, the City Representative shall notify the District Representative within five (5) calendar days, in writing, of the damage and required repair(s), and the District shall be responsible to either make such repair(s), at no cost to City, within a reasonable time after notification, or to pay to the City the actual cost of such repair(s) after they have been made by the City. Notwithstanding the foregoing, if the District disputes the cause of required repairs, the District's responsibility therefor, the type of required repairs, or the cost incurred by the City for performance thereof, the District Representative may initiate the dispute resolution procedure set forth in remedies Section 13 (j).

v. District shall ensure Permitted Users are bound by written agreement requiring Permitted Users to be responsible for repairing damages to the Improvements that occur while such Permitted Users are using the Joint Use Property, other than normal wear and tear (but expressly including vandalism and graffiti). In the event damage, other than normal wear and tear, and expressly

including vandalism and graffiti, is caused to the Improvements due to use by any third-party Permitted User not covered by Sections 6(c)(iii) and (iv), the District Representative shall notify the Permitted User within five (5) calendar days, in writing, of the damage and required repair(s), and the Permitted User shall be responsible to either make such repair(s), at no cost to District or City, within a reasonable time after notification, or to pay to the District and/or City the actual cost of such repair(s) after they have been made by the District and/or City.

7. City Improvements

a. The City may request to install City Improvements on the Joint Use Property with prior written approval from the District in accordance with the procedures set forth in this Section 7. The City Representative shall notify the District Representative, who shall arrange a meeting within no more than thirty (30) calendar days of the date of actual receipt of such notice. At the meeting, the City Representative and the District Representative shall cooperate in good faith to reach an agreement as to the proposed location, type, and specifications of the City Improvement(s), and the estimated date of commencement of construction or installation. Thereafter, City Representative shall provide to the District Representative, for review and approval by the District Representative and/or the District governing board, if required pursuant to California law, plans for the City Improvement(s). City shall meet, at City's sole cost, any applicable regulations adopted by the California Division of the State Architect ("DSA") for the installation or construction of the City Improvements. District Representative shall certify to the City Representative, in writing, that the District Representative or the District governing board, if required pursuant to California law, has approved the location, type, and specifications of the City Improvement(s) prior to the date of commencement of construction or installation, which date shall be within a reasonable time of the date agreed upon by the City Representative and the District Representative for the commencement of construction or installation. All City Improvements shall be subject to joint use by the Parties pursuant to this Agreement unless otherwise agreed in writing by the City and the District.

b. All City financed improvements installed in the Joint Use Property shall remain the property of the City during the term of this Agreement and will be removed from the Joint Use Property by City upon request by District at termination or expiration of this Agreement, and the Joint Use Property shall be returned to District free of all legal encumbrances and in the condition existing at the commencement of this Agreement. In the event the City does not so remove its improvements within sixty (60) days upon expiration or termination of this Agreement, as requested in writing by District, District may remove, sell, or destroy the same and restore the Joint use Property to the condition existing at the commencement of this Agreement. Upon written notice from the District stating that the City financed improvements installed within the Joint Use Property shall not be utilized by the District, City shall reimburse the District for the removal of the facilities and reinstatement of the Joint Use Property.

8. Utilities.

a. District shall pay all costs of utilities for all District property, including the Joint Use Property and any District property adjacent thereto, and any costs of utilities relating to the use of

District Improvements or City Improvements, including but not limited to electrical utility charges, except as otherwise provided herein or mutually agreed in writing by the Parties.

b. City shall pay all costs of utilities relating to the use of the City Lighting Improvements, including but not limited to electrical utility charges, except as otherwise mutually agreed in writing by the Parties.

c. Notwithstanding Section 8(b) above, City may invoice the District and any person(s) or groups(s) for the actual portion of utility costs relating to the use of the City Lighting Improvements directly attributable to the use by that party. Notwithstanding anything in this Agreement to the contrary, however, the City shall not invoice both the District and persons(s) or group(s) using the City Lighting Improvements pursuant to the District's rights under this Agreement for the same portion of utility costs attributable to such use. Notwithstanding anything in this Agreement, City may regulate and/or restrict the use by any person(s) or group(s) of the City Lighting Improvements to minimize utility costs incurred by such use. District shall require, by written agreement with any person(s) or group(s) prior to their use of the Joint Use Property, that all such person(s) or group(s) pay any City invoices for the utility costs contemplated by this Section.

9. Facility Use Fee.

a. The District may charge a lawful Board approved fee schedule (Exhibit D – Facility Use Fee Schedule) for the use of any portion of the Joint Use Property or the Improvements pursuant to that Party's respective joint use rights under this Agreement ("Facility Use Fee"). For purposes of this paragraph, City Programs on the outdoor courts are considered Group A – District Affiliated. Facility Use Fees will be collected under the District Board Approved Group B (Direct Cost-Recovery/Non-Profit) for non-City Programs, PYSOs, recreational events, programs or activities. All other site usage will be charged Group C (Fair Rental Value). Notwithstanding the foregoing, District shall ensure all District fees comply with applicable law governing fees and charges.

b. Any update to the Facility Use Fee must be supplied by the District to the City at least ninety (90) days prior to the first day of each Fiscal Year, which schedule shall be effective on the first day of each Fiscal Year and remain in effect for at least one (1) year thereafter.

10. Emergencies. The District is responsible for safeguarding the health, welfare, and safety of District Students and the City is responsible for safeguarding the health, welfare, and safety of persons participating in City Programs. In emergency situations, the District Representative may take such action as he/she deems appropriate, to provide for the safety of District Students, and City Representative or Permitted User may take such action as he/she deems appropriate to provide for the safety of participants in Permitted Programs. City and District shall work cooperatively to prevent the occurrence of emergencies which threaten the health, welfare, and safety of District Students and participants in Permitted Programs and, notwithstanding the preceding sentence, during any emergency, shall cooperate in good faith to protect both District Students and participants in Permitted Programs to the extent feasible.

11. Indemnification.

a. Indemnification by City: City hereby agrees to defend, indemnify and hold free and harmless District and District's elected and appointed officials, officers, employees, volunteers, contractors, subcontractors, District Students and invitees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, personal injury, death or property damage, due to the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, volunteers, contractors and subcontractors, arising from or in any way related to this Agreement. City's duty to indemnify District shall survive the expiration or other termination of this Agreement as to any injuries, occurrences or claims occurring or alleged to have occurred prior to its expiration or termination.

b. Indemnification by District: District hereby agrees to defend, indemnify, and hold free and harmless City and City's elected and appointed officials, officers, employees, volunteers, contractors, subcontractors, invitees and participants in City Programs from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, personal injury, death or property damage, due to the negligence or willful misconduct of the District, its elected and appointed officials, officers, employees, volunteers, contractors and subcontractors, arising from or in any way related to this Agreement, or from any dangerous condition of public property relating to the Joint Use Property. District's duty to indemnify City shall survive the expiration or other termination of this Agreement as to any injuries, occurrences or claims occurring or alleged to have occurred prior to its expiration or termination.

c. Indemnification by Other Non-City Permitted User: The District shall ensure Permitted Users are bound to the following indemnification terms prior to using any Joint Use Property: Permitted User hereby agrees to defend, indemnify, and hold free and harmless District and District's elected and appointed officials, officers, employees, volunteers, contractors, subcontractors, District Students and invitees, and City and City's elected and appointed officials, officers, employees, volunteers, contractors, subcontractors, invitees and participants in Permitted Programs from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, personal injury, death or property damage, due to the negligence or willful misconduct of the Permitted User, its elected and appointed officials, officers, employees, volunteers, contractors and subcontractors, and invitees arising from or in any way related to this Agreement. Permitted User's duty to indemnify District and City shall survive the expiration or other termination of this Agreement as to any injuries, occurrences or claims occurring or alleged to have occurred prior to its expiration or termination.

12. Insurance.

a. General Insurance Requirements: The Parties shall provide and maintain and shall require any and all contractors or subcontractors to maintain the insurance programs set forth in this Section 12. Each Party's insurance shall be primary to and not contributing with any other

insurance or self-insurance programs maintained by the other Parties and shall be provided and maintained at the Party’s own expense.

i. Evidence of Insurance: Each Party shall provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Parties prior to commencing any use of the Joint Use Property. Such evidence shall identify the coverage and provide that the other Party receives written notice by mail at least thirty (30) days in advance of cancellation for all required coverage.

ii. Insurer Financial Ratings and Self-Insurance: If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A:VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein.

iii. Notification of Incidents, Claims or Suits: The Parties mutually agree to notify one another of any accident or incident relating to this Agreement, which involves death, bodily injury or property damage which may result in the filing of a claim or lawsuit against any of the Parties, and, of any actual third party claim or lawsuit arising from or related to this Agreement.

b. Insurance Coverage Requirements: Each Party shall maintain the following programs of insurance coverage for this Agreement:

i. General Liability insurance with limits of not less than the following, and naming the other Party as an additional insured:

General Aggregate:	\$5 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

ii. Automobile Liability insurance with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto.”

iii. Workers Compensation and Employers’ Liability insurance providing workers compensation benefits, as required by the State of California, and for which each of the Parties’ contractor and/or subcontractors shall be responsible. This insurance shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease – each employee:	\$1 million

c. In addition, District shall maintain all-risk real property insurance with a minimum limit of liability of not less than \$2 million each occurrence and \$2 million aggregate. Prior to commencing construction or repair(s) of any District Improvements or City Improvements, the Parties shall mutually agree as to whether additional insurance is required relating to such construction or repair(s).

d. Each Party shall ensure that any group(s) using the Joint Use Property or any Improvements pursuant to that Party's rights under this Agreement carries appropriate insurance for such use.

13. General.

a. Time of Essence. Time is of the essence of each provision of this Agreement.

b. Consent of Parties. Whenever consent or approval of either Party is required, that Party shall not unreasonably withhold such consent or approval.

c. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, or partnership or joint venture, or any association between City and District, and none of the provisions contained in this Agreement or any act of the Parties shall be deemed to create any relationship other than as specified herein with respect to the Improvements and Joint Use Property, nor shall this Agreement be construed, except as expressly provided herein, to authorize either Party to act as the agent for the other.

d. Assignment. Neither City nor District may assign any right or delegate any duty arising under this Agreement without the prior written consent of the other Party.

e. Binding Effect. All of the terms, conditions and provisions of this Agreement shall be deemed to be covenants. The covenants contained in this Agreement shall bind and inure to the benefit of City and District and their respective representatives, successors, and, except as otherwise provided in this Agreement, their assigns.

f. Interpretation. This Agreement shall be interpreted in accordance with and governed by the laws of the State of California. Venue shall be in San Diego County. The language contained herein shall be construed according to its fair meaning and not strictly for or against either Party. The paragraph headings are for purpose of convenience only and shall not be construed to limit or extend the meaning of this Agreement.

g. Compliance with Law. Parties shall comply, and shall secure compliance by persons within their control and authority, with all the requirements of state and federal authorities now in force, or which may hereafter be in force, pertaining to the Joint Use Property, and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force, in the use of Joint Use Property by persons within their respective control and authority.

h. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

i. Remedies. In the event that either Party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that Party and shall fail to cure the default within one hundred twenty (120) calendar days following the service on the defaulting Party of a written notice, pursuant to Section 13 of this Agreement, from the second

Party specifying the default complained of, then the second Party may, at its option, without further notice or demand upon the defaulting Party or upon any person claiming through the defaulting Party, immediately terminate this Agreement and all rights of the defaulting Party, and of all persons claiming rights through the defaulting Party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred twenty (120) calendar days after the service of written notice upon the defaulting Party, the second Party shall not terminate the Agreement pursuant to the default if the defaulting Party immediately commences to cure the default and diligently pursues such cure to completion. This Agreement may be terminated by either party, with cause, once remedies listed have been exhausted, by providing one hundred twenty (120) days written notice to the other party.

j. Legal Proceedings. The Parties agree that the laws of the State of California shall be used in interpreting this Agreement and shall govern all disputes and determine all rights under this Agreement.

k. Entire Agreement. This Agreement contains all of the covenants, terms, provisions and agreements between City and District relating in any manner to the use and occupancy of the Joint Use Property. This Agreement shall supersede any prior agreement or understanding of the Parties with respect to the matters referred to herein, which prior agreement or understanding shall not be valid or of any force or effect, and no covenant, term, provision or agreement of this Agreement can be altered or amended except in writing, signed by both Parties hereto.

l. Severance. If any part of this Agreement is found by a court of competent jurisdiction to be void or voidable, that portion which is so held to be defective shall be severed from the remainder hereof, the latter to remain in full force and effect.

m. Nondiscrimination. Parties shall not discriminate in any manner that violates any law or regulation against any person or persons on the basis of race, color, gender, religion, national origin, ethnicity, sexual orientation, age, marital status, or disability in the providing of goods, services, facilities, advantages, and the holding and obtaining of employment. "Parties" shall not allow such discrimination by others who are within their respective control and who from time to time may use the Joint Use Property with the permission and on the terms and conditions specified by either Party.

n. Notices. Any notice provided for herein shall be sent by, and deemed given when deposited in the United States mail, registered and postage prepaid, to the Parties at the following addresses, or to such other address as a Party may designate by notice to:

City:

City of Santee
10601 Magnolia Avenue
Santee, CA 92071
Attention: City Manager

With a copy to:
City Attorney

Best Best & Krieger LLP
655 W. Broadway, 15th Floor
San Diego, CA 92101

District:

Grossmont Union High School District
Executive Director, Facilities Management
PO BOX 1043, La Mesa, CA 91944
Phone: (619) 644-8159

*****SIGNATURES ON FOLLOWING PAGE*****

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

<p>“City”</p> <p>CITY OF SANTEE, a municipal corporation</p> <p>By:</p> <p>City Manager</p> <p>ATTEST:</p> <p>By:</p> <p>City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>By:</p> <p>Best Best & Krieger, LLP City Attorney</p>	<p>“District”</p> <p>GROSSMONT UNION HIGH SCHOOL DISTRICT, a public school district</p> <p>By:</p> <p>Executive Director, Facilities Management</p>
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Exhibit 'A'

**Description of Joint Use Property
Santana High School**

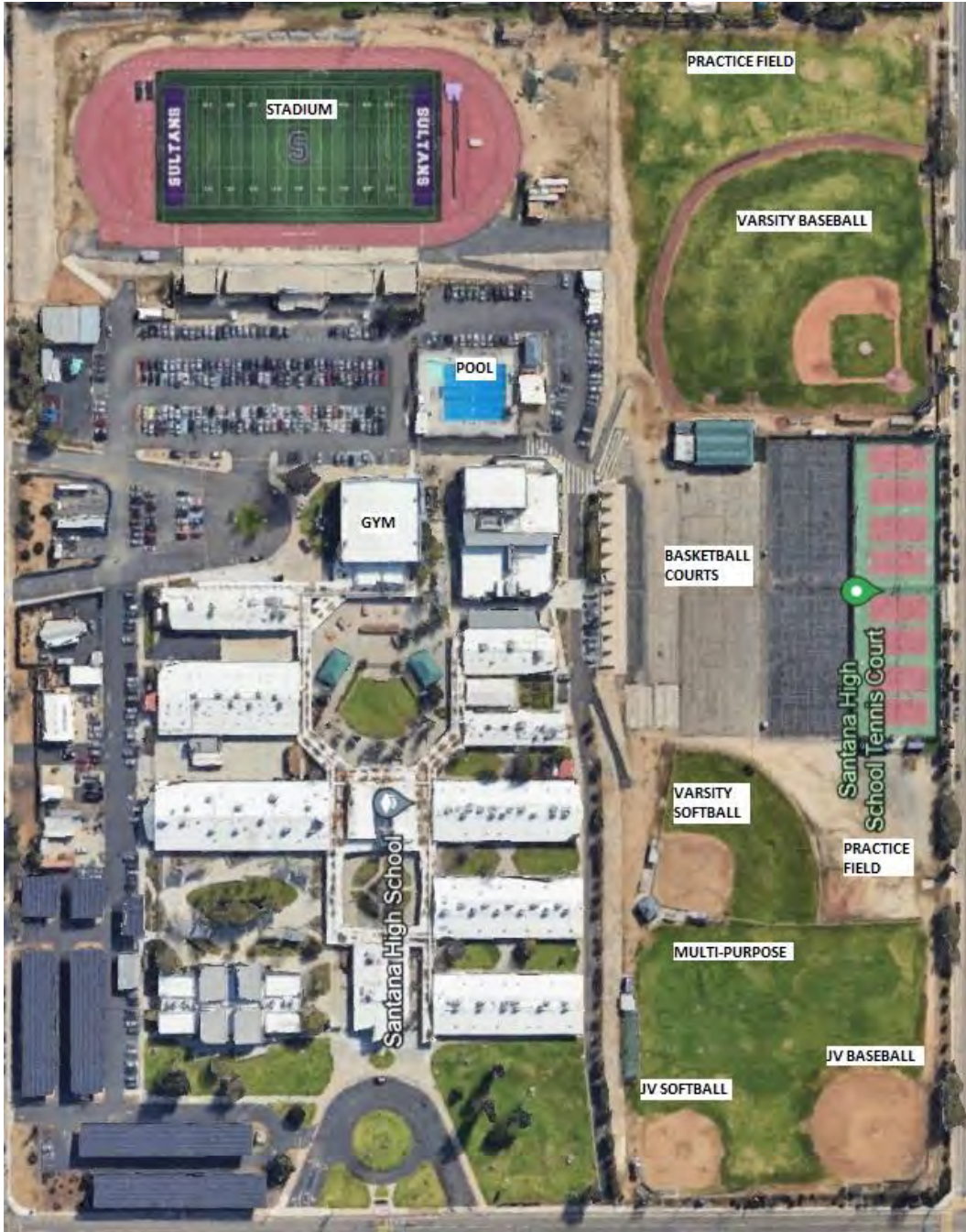


EXHIBIT 'A'

Exhibit 'B'

**Description of Joint Use Property
West Hills High School**



EXHIBIT 'B'

Exhibit 'C'
District Rules

APPENDIX B

GROSSMONT UNION HIGH SCHOOL DISTRICT
1100 Murray Rd., El Cajon, CA 91944
PH (619) 644-8000 Fax (619) 465-7478
REQUEST FOR USE OF SCHOOL FACILITIES AND GROUNDS

PROCEDURE FOR OBTAINING A PERMIT FOR USE OF SCHOOL FACILITIES

CONDITIONS FOR PERMISSION TO USE SCHOOL FACILITIES: FACILITY

USER (hereinafter User and/or Applicant) agrees that the District makes no representations or warranties as to the condition of the facilities which the User is entitled to use, and User agrees to take such property and facilities "AS IS." User acknowledges that it shall be User's responsibility and obligation to assure that the property and facilities are in proper and safe condition to be used for the purpose anticipated; and User acknowledges that it shall be obligated to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injuries to property and persons. Applicant/User agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use. User shall at all times, provide equipment and instructors trained, experienced, and otherwise suitable for the purposes of the User's intended use of the Facilities.

The District shall have the right, at its option, to refuse to renew any use agreement to any organization that violates any of the rules or regulations stated herein, or refuses to or fails to indemnify the District for any claim as set forth herein. Failure to comply with any provision in this application may result in immediate cancellation of the agreement and user shall have no right to remain on the premises.

1. Applications must be completed and submitted online through the GUHSD - Use of Facilities System, approvals obtained, and fees paid (if required) 10 days in advance of the date on which the facility is to be used.
2. Custodians and on-campus residents have been instructed to admit no group to use a facility unless a completed permit has been obtained.

AGREEMENT BETWEEN APPLICANT AND GROSSMONT UNION HIGH SCHOOL DISTRICT

Applicant seeks to obtain the use of the Grossmont Union High School District facilities and grounds. In making this request, Applicant acknowledges that Applicant has alternative locations available to Applicant for fields, facilities, and grounds. However, despite acknowledging that alternative locations are available to Applicant, Applicant nevertheless requests the use of school facilities and grounds from the Grossmont Union High School District. As part of Applicant's agreement with the Grossmont Union High School District, Applicant agrees to the terms below as part of this agreement with the Grossmont Union High School District.

A. Defense, Indemnity, and Hold Harmless Agreement

In consideration for the use of school district facilities and grounds, the applicant, on behalf of the organization, group or society, does hereby agree to indemnify and hold harmless the Grossmont

Union High School District, its representatives, officers, agents, and employees from any and all liabilities, claims, obligations, judgments, suits, costs, damages, expenses, and attorney's fees, incurred or paid, arising out of, or on the account of any claims of any nature for damage to property or for personal injury including death, which may arise from the use of all school facilities or grounds, including ingress and egress, to the full extent provided by law. User accepts full responsibility for all participants and guests. User agrees to inform all participants that the District assumes no responsibility for supervision of participants, users, or their invitees pursuant to this agreement.

Board Regulations

In connection with this request, the undersigned hereby agreed to abide by, and to enforce the rules, regulations, and policies of the Governing Board of the Grossmont Union High School District governing the use of school facilities.

1. When said facilities are used for activities in which teenagers are in attendance, the undersigned will enforce the same standards of behavior at its activity as are required by the District when teenagers attend school-sponsored activities.
2. Permission for the use of any facility shall not be granted to any organization whose purpose is to advocate treason, insurrection, unlawful resistance to, or the overthrow of the government of the United States of America, or of the State of California or any subdivision of either.
3. No use shall be inconsistent with the use of the facilities for school purposes, or interfere with the regular conduct of school work.
4. No use shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization.
5. No privilege of using the facilities shall be granted for a period exceeding one year. The privilege is renewable and revocable at the discretion of the Board at any time.

A Certificate of Insurance

In consideration of the use of school facilities and grounds, Applicant agrees that it has a separate and independent obligation to procure insurance for the Grossmont Union High School District. This requirement is in addition to and separate from the Applicant's agreement to defend, indemnify and hold harmless the Grossmont Union High School District. As part of this agreement, Applicant agrees to procure the following insurance:

- 1) Applicant shall obtain a commercial general liability (broad form) insurance policy which provides insurance on an occurrence basis for personal injury, death, or property damage which may arise from the use of school facilities and grounds with policy limits of no less than \$1 million;
- 2) The Grossmont Union High School District shall be a named additional insured under the policy of insurance obtained by Applicant; and

3) Applicant shall obtain a certificate of insurance with the insurance company's endorsement of commercial general liability insurance setting forth the policy limits and that the Grossmont Union High School District is a named additional insured under the policy and provide it to the Grossmont Union High School District. (The failure to provide the certificate of insurance containing this information through the school district shall not constitute a waiver of the requirement of the Applicant to obtain the specific insurance specified above); and the insurance policy shall contain provisions which include that this insurance policy is primary coverage and shall apply before any Grossmont Union High School District insurance policy; any aggregate limits shall apply separately to each named insured; that the insurer shall agree not to request or call upon the Grossmont Union High School District for any contribution in the settlement of any claim arising from the Applicant's use of the school facilities or grounds; and the insurer shall not require any contribution whatsoever by the Grossmont Union High School District for injuries resulting from the Applicant's use of the school facilities or grounds (although these terms are required to be contained in the Applicant's insurance policy, the failure to obtain these provisions shall not be a waiver of the Applicant obtaining the insurance and naming the Grossmont Union High School District as a named additional insured as specified above);

4) The commercial general liability insurance policy shall include an endorsement for property damage caused by the Applicant's use of the school facilities and grounds.

In order for us to fully comply with our insurance carrier's request with regard to liability insurance coverage when a District facility is being used by an outside organization, the following is required **prior to an event**:

1. Your insurance carrier shall furnish a **CERTIFICATE OF INSURANCE** with a minimum amount of \$1,000,000 with the Grossmont Union High School District, P.O. Box 1043, La Mesa, CA 91944-1043, listed as certificate holder.
2. An **ADDITIONAL INSURED ENDORSEMENT** naming Grossmont Union High School District as additional insured.

Indemnification and Hold Harmless

In consideration for the use of school district facilities and grounds, the applicant, on behalf of the organization, group or society, does hereby agree to indemnify and hold harmless the Grossmont Union High School District, its representatives, officers, agents, and employees from any and all liabilities, claims, obligations, judgments, suits, costs, damages, expenses, and attorney's fees, incurred or paid, arising out of, or on the account of any claims of any nature for damage to property or for personal injury including death, which may arise from the use of all school facilities or grounds, including ingress and egress, to the full extent provided by law. User accepts full responsibility for all participants and guests. User agrees to inform all participants that the District assumes no responsibility for supervision of participants, users, or their invitees pursuant to this agreement.

The following shall apply when damage occurring to school property is not covered under the provisions of the certificate of insurance and the policy endorsement.

- 1) Organization/Applicant/individual and/or jointly with the organization, group and/or club, agrees to be responsible for all liabilities for injuries resulting from the entity's use of the school facilities or grounds and for all property damage, and also that Applicant's liability for injury and property damage shall be primary before any coverage of the District.
- 2) Organization/Applicant/club and/or individuals shall be invoiced for an amount to repay injuries resulting from the Applicant's use of the school facilities or grounds or for any property damages.
- 3) Organization/Applicant/club and/or individual's failure to pay said damage shall constitute sufficient cause for the District to take whatever action the District considers appropriate against the Applicant.
- 4) Such action may include, but is not limited to, immediate cancellation of the application and disapproval of any and all future applications to use school facilities or grounds.

ADDITIONAL TERMS AGREED TO BY APPLICANT

Applicant agrees to the following additional terms as part of this agreement for Applicant's organization, group, and/or club to utilize the school facilities and grounds of the Grossmont Union High School District;

- 1) Applicant hereby represents that Applicant has full and complete authority to enter into this agreement on behalf of Applicant's organization, group and/or club;
- 2) The use of the term Applicant includes the individual signing this agreement as well as that individual's organization, group, and/or club;
- 3) Applicant agrees and understands that the Grossmont Union High School District shall not provide any personnel or supervision over the school facilities and grounds while they are being used by Applicant, and Applicant accepts full and complete responsibility for the observation and supervision of any of its members, representatives, officers, or agents while they are using the school facilities and grounds;
- 4) Applicant agrees to be responsible for all liabilities for injuries or damages to person or property as a result of Applicant's use of school facilities, or grounds;
- 5) Applicant agrees that its liability for injury, death and/or property damage shall be primary before any insurance coverage of the Grossmont Union High School District;
- 6) Application agrees that it shall be invoiced for an amount to repay Grossmont Union High School District for any property damage, injuries or death arising from Applicant's use of the school facilities or grounds;
- 7) Any refusal by Applicant to comply with the terms of this agreement shall constitute sufficient cause for the Grossmont Union High School District to take whatever action the Grossmont Union High School District considers appropriate against the Applicant, which may include, but is not limited to immediate cancellation of the application and disapproval of any and all future applications to use school facilities or grounds and User shall have no right to recover any lost revenue, profits, or other damages as a result of the cancellation and/or non-renewal of the agreement;

8) If Applicant or the Grossmont Union High School District is required to bring legal action to enforce the provisions of this agreement, the prevailing party shall be entitled to recover all of its attorney's fees, costs, and expenses.

Note:

1. All school activities have the first choice of any facility.
2. **NO ALCOHOLIC BEVERAGES, TOBACCO, OR ILLEGAL DRUGS ALLOWED ON CAMPUS.**
3. All facilities are subject to charge for use. Charges indicated at the time of the rental are subject to adjustment if the actual custodial costs, for example, exceed the estimated amount.
4. Failure to comply with any provision on this application may result in immediate cancellation of permission to use or remain on or in these facilities.

I have read the above rules and agree to abide by all rules and policies.

Applicant, _____, hereby certifies that he/she is the duly qualified authorized officer of _____ (organization, group, society) and has the full authority to sign this Agreement on its behalf. _____

Signature of Applicant Date: _____

Exhibit 'D' Facility Use Fee Schedule

GROSSMONT UNION HIGH SCHOOL DISTRICT E 1330
APPENDIX A: FACILITY USE FEE SCHEDULE

Approved Schedule: January 17, 2019

Facility	Group A (School/District Affiliated)	Group B (Direct Cost-Recovery/Non- Profit)	Group C (Fair Rental Value)	NOTES
ATHLETICS (Fields and Courts)				
Dirt Practice Fields	EXEMPT	\$15/Day	\$40/Day	No lining of field by District Staff, etc. Post event clean up by user group.
Turf Baseball/Softball/ Fields	EXEMPT	\$45/Day	\$85/Day	No lining of field by District Staff, etc. Post event clean up by user group.
Synthetic Turf and/or Rubberized Track	EXEMPT	\$75/Hour \$500 per day	\$250/Hour or \$1,250 per Day	(Day = 8 Hour) A minimum of 2 Hour is required. If stadium lights are requested, \$25/Hour with a minimum of 4 Hour will be charged.
Soccer/Lacrosse Fields (Dirt)	EXEMPT	\$35/Day	\$65/Day	User is responsible for post event clean up.
Gymnasium *	EXEMPT	\$50/Hour w/ 2 Hour minimum or \$250 per Day	\$125/Hour w/ 2 Hour minimum or \$500 per Day	District staff to open/close/clean rest rooms and locker rooms at an additional fee. *
Tennis Courts	EXEMPT	\$25/Day	\$35/Day	User is responsible for post event clean up.

Approved by Cabinet December 20, 2016

EXHIBIT 'D'

<i>Facility</i>	<i>Group A (School/District Affiliated)</i>	<i>Group B (Direct Cost-Recovery/Non- Profit)</i>	<i>Group C (Fair Rental Value)</i>	<i>NOTES See *** notes under fee schedule section</i>
CLASSROOMS				
Small Classroom *	EXEMPT	\$10/Hour	\$25/Hour	Use of restrooms during non-custodial hours will result in custodial charges. +
Medium Classroom *	EXEMPT	\$15/Hour	\$35/Hour	Use of restrooms during non-custodial hours will result in custodial charges. +
Large Classroom *	EXEMPT	\$25/Hour	\$45/ Hour	Use of restrooms during non-custodial hours will result in custodial charges. +
Relocatable Classroom*	EXEMPT	\$25/Hour	\$45/Hour	Use of restrooms during non-custodial hours will result in custodial charges. +
PERFORMING ARTS/THEATRES				
Small Theatre AND/OR ***	EXEMPT	\$125/Hour w/ 4 Hour minimum	\$165/Hour w/ 4 Hour minimum	District staff must operate equipment. Utility charges are based on current rates and are subject to change. ***
Large Theatre AND/OR ***	EXEMPT	\$175/Hour w/ 4 Hour minimum	\$250/Hour w/ 4 Hour minimum	District staff must operate equipment. Utility charges are based on current rates and are subject to change. ***
CAFETERIA				
Cafeteria w/Kitchen** (District personnel required)	EXEMPT	\$60/Hour w / 4 Hour Minimum (Includes one Food Services staff member)	\$100/Hour w/ 4 Hour Minimum (Includes one Food Service staff member)	Kitchens must be operated, cleaned, and sanitized by experienced District personnel. **
Cafeteria w/o Kitchen**	EXEMPT	\$50/Hour (No minimum)	\$75/Hour (No Minimum)	Cafeterias must be cleaned and trash emptied by user groups. **
PARKING LOT & OTHER FACILITIES				
Parking Lot	EXEMPT	\$75/Day (Stand-alone use)	\$100/Day (Stand-alone use)	No charge with facility rental.

Any Facility Used for Commercials/Movies ½ Day (1-6 Hours) *	EXEMPT	\$850 per ½ Day	\$850 per ½ Day	District staff must open/close facility. *
Any Facility Used for Commercials/Movies Full Day (7-12 Hours) *	EXEMPT	\$1,200 per Full Day	\$1,200 per Day	District staff must open/close facility. *
<i>Facility</i>	<i>Group A (School/District Affiliated)</i>	<i>Group B (Direct Cost-Recovery/Non-Profit)</i>	<i>Group C (Fair Rental Value)</i>	<i>NOTES</i>
CUSTODIAL/GROUNDS and OTHER STAFF FEES				
Custodial/Grounds	EXEMPT (During regular custodial Hour)	\$50/Hour (Outside custodial regular hours) \$75/Hour (Sundays and Holidays)	\$50/Hour (Outside custodial regular hours) \$75/Hour (Sundays and Holidays)	4 Hour minimum.
AQUATICS				
Pool Admission Recreation Swimming	Adults \$2.00 Child (3-17) \$1.00	Adults \$2.00 Child (3-17) \$1.00	Adults \$2.00 Child (3-17) \$1.00	Children under 3 are free and must be accompanied by an adult.
Pool Rentals 25m	EXEMPT (CIF only) \$30/Hour	\$30/Hour	\$50/Hour	Plus staff costs (if applicable)
Pool Rentals 50m	EXEMPT (CIF only) ½ Pool \$40/Hour Full Pool \$80/Hour	½ pool \$40/Hour Full Pool \$80/Hour	\$100/Hour	Plus staff costs (if applicable)
Annual Passes	Adults \$70 Child \$35	Adults \$70 Child \$35	Adults \$70 Child \$35	GUHSD Employees – Free GUHSD Immediate Dependents – Half Price
Lessons	Learn to Swim (6-17) \$30 / 8 lessons Tiny Tots (3-5) \$40 / 8 lessons	Learn to Swim (6-17) \$30 / 8 lessons Tiny Tots (3-5) \$40 / 8 lessons	Learn to Swim (6-17) \$30 / 8 lessons Tiny Tots (3-5) \$40 / 8 lessons	
Pool Staff Costs	\$20/Hour Per Guard	\$20/Hour Per Guard	\$20 Hour Per Guard	Number of lifeguards to be determined by Aquatics Supervisor.

• **FEE SCHEDULE:**

Fee to cover the District's "actual costs" include a rental fee and a service fee. The rental fee covers utilities and normal wear and tear on facilities. The service fee covers the salary and related costs of custodians, lifeguards, cafeteria workers, administrative staff, and other assigned personnel.

- * Custodial coverage by a district custodian is required for all facility use by community groups at \$50/hour/custodian (or actual cost) when the activity occurs outside the custodial work day or the activity requires additional custodial support. There is a 4 hour minimum.
- ** Use of the kitchen requires a cafeteria employee at \$30/hour (or actual cost) with a 2 hour minimum to supervise use and cleaning of the kitchen.
- *** Additional charges apply and must be previously arranged with the Manager of School Facilities.

Out of Season "Campus Sports"

Out of Season "Campus Sports" are defined as any sport that includes only students from one GUHSD high school campus, with a GUHSD employee/coach running the program. These "Campus Sports" will be charged a yearly fee based on numbers of participants. These "Campus Sports" must also provide Proof of Insurance. Any event or activities that include participants from outside the one GUHSD campus that charge a fee or are for profit will be charged Group B Direct Costs. This provision does not apply to Aquatics rentals.

0-25	Participants	\$100 per Year
26-50	Participants	\$150 per Year
51+100	Participants	\$200 per Year
101+	Participants	\$250 per Year

NOTES:

- Facility Use Application Fee – \$50 per application for the first application each fiscal year applies to all groups..
- Catering of cafeteria facility use events may be arranged through GUHSD Food Services at (619) 644-8183.
- Notice of cancellation must be given to the reserving office 48 hours before the date of intended use in order to avoid financial obligation for all charges involved. Failure to adhere to these guidelines can result in forfeiture of future facility use privileges.
- Facility use permits must be carried by the renter at all times while on campus and presented on demand. Failure to present permits upon demand may result in revocation of privileges.
- All District Associated Fundraisers must be approved by Site A.S.B. and/or Administration.
- Valid Proof of Insurance is required prior to approval of any facility use (NO EXCEPTIONS). Please see the indemnity provision in Appendix B that must be signed and uploaded with Facility Use Application and Proof of Insurance.
- District policy requires that employee bargaining units require a minimum of 3 hours be paid for call back after completion of regular work and a minimum of 4 hours will be paid for call back on nonscheduled work (See re-defined user groups per SB1404 guidelines).
- For rental of restrooms for field/outside court use - Groups either pay for a custodian to open restrooms with a 4-hour minimum cost or make arrangements for portable toilets at user's expense.
- REFUNDS
Please submit form in Appendix C to request a refund.

Exhibit ‘E’

**General Use Guidelines
for Designated Improvements and Joint Use Property**

SANTANA HIGH SCHOOL LIGHTED TENNIS COURTS

MONDAY-FRIDAY SCHEDULE		
MONTH	DISTRICT USE HOURS	CITY HOURS (available for public use in absence of specific City Program, at City’s discretion)
Feb. – May	7:00 a.m. – 6:00 p.m.	6:00 p.m. – 10:00 p.m.
June	7:00 a.m. – 4:00 p.m.	4:00 p.m. – 10:00 p.m.
July	none	7:00 a.m. – 10:00 p.m.
August	7:00 a.m. – 6:00 p.m.	6:00 p.m. – 10:00 p.m.
Sept. – November	7:00 a.m. – 5:00 p.m.	5:00 p.m. – 10:00 p.m.
December-January	7:00 a.m. – 4:00 p.m.	4:00 p.m. – 10:00 p.m.

*Weekends and GUHSD holidays & Thanksgiving and Winter breaks the courts are available for City Programs or other uses allowed by City 7:00 a.m. – 10:00 p.m.

**June-August hours are set according to the District Summer School schedule annually.

OTHER JOINT USE PROPERTY’S

FACILITY	CITY HOURS	OTHER USES WITH PRIORITY
Practice Ball Fields	As available and in accordance with Section 5.	PYSO local Little League Jr. Programs, January through June, shall have use after CIF and Campus Sports.
JV & Varsity Ball Fields	As available and in accordance with Section 5.	
Football Stadium & Field	As available and in accordance with Section 5.	On Saturdays during Fall (September, October, and November), PYSO football shall have exclusive use after CIF and Campus Sports. Usage will alternate between Santana and West Hills High Schools every two years.
Soccer/Multi-Purpose Fields	As available and in accordance with Section 5.	
Outdoor Courts (Non-lighted, Tennis (incl. West Hills High School), Handball, Basketball)	City has exclusive use on weekends and after school use, year-round. Note: during the summer, courts will not be available while summer school is in session, all other times a minimum of two tennis courts will be available to the public, with year-round use on Saturdays.	

EXHIBIT ‘E’

	<p>CITY HOURS; February – May: 6:00 p.m. – sunset June: 4:00 p.m. – sunset July: 7:00 a.m. – sunset August: 6:00 p.m. – sunset September – November: 5:00 p.m. – sunset December – January: 4:00 p.m. – sunset</p> <p>All Outdoor Courts shall be available for public use during the above City hours at City’s discretion.</p>	
Outdoor Amphitheater	As available and in accordance with Section 5.	
Gymnasiums	As available and in accordance with Section 5.	
Dance Room	As available and in accordance with Section 5.	
Classrooms, Indoor Theater and other Facilities	As available and in accordance with Section 5.	

EXHIBIT ‘E’


Exhibit 'F'

**List of Partnered Youth Sports Organizations (PYSO)
Effective January 1, 2024**

- Santee based Little Leagues – as defined by Little League International: West Hills LL and Santee National LL– PRIMARY SEASON: Spring
- USA Softball of SoCal Santee (previously known as Santee Girls ASA Softball) -PRIMARY SEASON: Spring
- Santee Ravens Football & Cheer (Pop Warner) – PRIMARY SEASON: Fall/Winter
- American Youth Soccer Organization Region 341(AYSO) – PRIMARY SEASON: Fall/Winter
- Santee Aviators Lacrosse – PRIMARY SEASON: Spring

MEETING DATE March 13, 2024

ITEM TITLE SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AMENDING CHAPTER 7.04 OF TITLE 7 “PUBLIC PEACE, MORALS, AND WELFARE” (CASE FILE ZOA-2023-0002) OF THE SANTEE MUNICIPAL CODE TO ALLOW CANNABIS MANUFACTURING AS A STAND-ALONE USE IN THE LIGHT INDUSTRIAL (IL) AND GENERAL INDUSTRIAL (IG) ZONES AND FINDING THE ORDINANCE IS COVERED BY THE PREVIOUSLY ADOPTED MITIGATED NEGATIVE DECLARATION FOR THE SANTEE CANNABIS BUSINESS ORDINANCE PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”)

DIRECTOR/DEPARTMENT Sandi Sawa, Planning & Building 

SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved at a Regular Council Meeting on Wednesday, February 28, 2024. The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading: AYES: KOVAL, MCNELIS, MINTO
 NOES: HALL
 ABSENT: NONE
 ABSTAIN: TROTTER

ENVIRONMENTAL REVIEW

Pursuant to the requirements of the California Environmental Quality Act (“CEQA”), the City Council adopted a Mitigated Negative Declaration (“MND”) and Mitigation Monitoring and Reporting Program for the Santee Cannabis Business Ordinance in July 2022 (State Clearinghouse No. 2022060058), and adopted Ordinance 602 in August 2022. The MND analyzed cannabis manufacturing as a stand-alone use in the IL and IG zones.

The currently proposed amendment to allow cannabis manufacturing as a stand-alone use in the IL and IG zones is consistent with the analysis in the 2022 MND. No subsequent environmental review is required as none of the circumstances in State CEQA Guidelines Section 15162 have occurred.

Further, the proposed Ordinance is exempt from CEQA pursuant to State CEQA Guidelines Section 15305. The proposed ordinance modifying an allowed stand-alone land use constitutes a minor change in land use limitations and is consistent with Section 15305 of the CEQA Guidelines.

FINANCIAL STATEMENT 

There is no material direct fiscal impact to the City from this action.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION 

Adopt the Ordinance.

ATTACHMENT

Ordinance



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AMENDING CHAPTER 7.04 OF TITLE 7 OF THE SANTEE MUNICIPAL CODE TO ALLOW CANNABIS MANUFACTURING AS A STANDALONE USE IN LIGHT INDUSTRIAL AND GENERAL INDUSTRIAL ZONES AND PROHIBIT MANUFACTURING OF VOLATILE MATERIALS AND FINDING THE ORDINANCE IS COVERED BY THE MITIGATED NEGATIVE DECLARATION PREVIOUSLY APPROVED FOR THE SANTEE CANNABIS BUSINESS ORDINANCE PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, in July 2022, the City Council adopted a Mitigated Negative Declaration (“MND”) and Mitigation Monitoring and Reporting Program for the Santee Cannabis Business Ordinance (State Clearinghouse No. 2022060058) and approved the Cannabis Business Ordinance project; and

WHEREAS, the MND analyzed cannabis manufacturing as a stand-alone use at four facilities; and

WHEREAS, in August 2022, the City Council enacted Ordinance 602, the Cannabis Business Ordinance, in the City of Santee. Ordinance 602 allows the issuance of cannabis business permits of up to four (4) retailers, including microbusinesses that include storefront retail activities, and to an unrestricted number of testing laboratories or microbusinesses that do not include storefront retail; and

WHEREAS, as originally enacted, Ordinance 602 did not allow for cannabis manufacturing as a stand-alone business; and

WHEREAS, on January 24, 2024, the City Council held a workshop to discuss whether cannabis manufacturing should be allowed as a standalone use and thereafter directed staff to bring back amendments to Ordinance 602 to allow for such a use within the Light Industrial and General Industrial zones of the City; and

WHEREAS, on January 24, 2024, the City Council further directed staff to bring back amendments to Ordinance 602 to prohibit manufacturing of volatile materials; and

WHEREAS, this ordinance amends Ordinance 602 to conform with City Council’s direction; and

WHEREAS, the City Council has reviewed and considered the information contained in the administrative record for the proposed Ordinance; and

WHEREAS, the administrative record has been completed in compliance with CEQA, the State CEQA Guidelines, and the City’s Local CEQA Guidelines; and

WHEREAS, based on the independent judgment of the City Council, the approval of the proposed Ordinance is covered by the 2022 MND prepared for the Santee Cannabis Business Ordinance and no further environmental review is required for the proposed Ordinance pursuant to Public Resources Code Section 21166 and State CEQA Guidelines Section 15162; and

ORDINANCE NO. _____

WHEREAS, the proposed ordinance is also exempt from CEQA pursuant to CEQA Guidelines Section 15305 because modifying an allowed standalone land use constitutes a minor change in land use limitations consistent with said Guidelines.

NOW, THEREFORE, the City Council of the City of Santee does ordain as follows:

SECTION 1. Recitals Incorporated. The above recitals are true and correct and are incorporated herein by this reference as material findings in support of this Ordinance.

SECTION 2. Amendments. Amendments to Title 7 of the Code are set forth below.

Section 7.04.060 is amended to update relevant definitions as follows:

7.04.060 Definitions.

...

“Manufacturing site” means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid Cannabis Business Permit for manufacturing from the City and a valid state license as required for manufacturing of cannabis products. As used in this chapter, “manufacturing” or “manufacturing site” does not include the use of volatile solvents and this chapter does not permit manufacturing that would require a Type 7 License under State Law.

...

“Volatile solvent” means a solvent as defined by Health and Safety Code Section 11362.3(b)(3) as of the effective date of this chapter and as subsequently amended. Under this chapter, use of volatile solvents as part of the manufacturing process is prohibited.

Section 7.04.100 is amended to read as follows:

7.04.100 Maximum number and type of authorized cannabis businesses permitted; other uses prohibited.

This section is only intended to create a maximum number and to specify the only types of cannabis businesses that may be issued permits to operate in the City. All other cannabis uses are prohibited.

ORDINANCE NO. _____

A. After the effective date of this Ordinance, the City shall only issue Cannabis Business Permits (consistent with this chapter) for up to four Retailers, including microbusinesses that include storefront retail activities. There is no limit on the number of Cannabis Business Permits that the City may issue to testing laboratories. manufacturing (non-volatile only) or microbusinesses that do not include storefront retail.

B. Each year following the City Council's initial grant of Permits (if any), or at any time in the City Council's discretion, the City Council may reassess the number of Cannabis Business Permits which are authorized for issuance and may make changes to the number by resolution.

C. The City Council at its sole discretion may determine that the number and / or types of Cannabis Business Permits should remain the same or be modified.

Section 7.04.290 (A) and (B) are amended to read as follows:

7.04.290 Zoning and location requirements for cannabis businesses.

Cannabis businesses permitted to engage in retail, distribution, manufacturing, testing labs, and microbusiness operations for cannabis and cannabis products are also subject to the following zoning and locational requirements of this chapter. Not all of the types of cannabis businesses listed below are currently uses that are allowed by permit in the City.

A. Distribution, manufacturing (non-volatile only), testing laboratories and microbusiness that do not include storefront retail activities are only permitted in the following zone districts: IL (Light Industrial) and IG (General Industrial), and must satisfy all the applicable requirements set forth in Title 13 of this Code. Distribution that is not part of a permitted microbusiness is not currently a use that is allowed by permit in the City.

B. Retail businesses (including microbusinesses that include storefront retail activities but do not include cultivation) are only permitted in the following zone districts: IL (Light Industrial), IG (General Industrial), and GC (General Commercial), and must meet all the requirements pursuant to Title 13 of this code.

ORDINANCE NO. _____

Land Use	Land Use Designation		
	GC	IL	IG
Distribution (not currently a use that is allowed by permit in the City) manufacturing (non-volatile only)	--	P	P
Microbusinesses with storefront retail and without cultivation	P	P	P
Microbusinesses with cultivation	--	P	P
Storefront Retail	P	P	P
Non-storefront Retail	--	P	P
Testing Labs	--	P	P

The heading for Section 7.04.390 is amended to read as follows:

7.04.390 Operating requirements for distributors (distribution is not a use that is currently eligible for a permit in the City unless as part of an otherwise permitted microbusiness).

7.04.410 (A) and (I) are amended to read as follows:

Section 7.04.410 Operating requirements for cannabis manufacturing.

A. Cannabis manufacturing shall only be permitted pursuant to Section 7.04.070 or any subsequent created manufacturing state license (but not a Type 7 volatile solvent manufacturing license) as defined in MAUCRSA and may be permitted to operate only within those zone districts as defined in the Santee Municipal Code. Cannabis manufacturing permitted under this chapter does not include the use of volatile solvents.

...

I. Cannabis manufacturing facilities may only use non-volatile solvents, including carbon dioxide, ethanol, and nonhydrocarbon-based or other solvents such as water, vegetable glycerin, vegetable oil, animal fat, and glycerin to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.

ORDINANCE NO. _____

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. Publication and Effective Date. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Santee, California, on the 28th day of February 2024, and thereafter **ADOPTED** at a Regular Meeting of said City Council held on the 13th day of March 2024, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE FAGAN ORTIZ, CMC, CITY CLERK

MEETING DATE March 13, 2024

ITEM TITLE RESOLUTION AUTHORIZING THE APPROPRIATION OF FUNDS FOR THE PURPOSE OF AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST CONSULTING GROUP, INC. (A SAFEbuILT COMPANY) FOR SPECIALIZED PROFESSIONAL BUILDING SERVICES TO INCREASE THE NOT-TO-EXCEED AMOUNT.

DIRECTOR/DEPARTMENT Justin Matsushita, Fire Chief 

SUMMARY

On February 9, 2024, the Fire Marshal position became vacant due to a resignation. In addition to other duties, the Fire Marshal is responsible for the plan review and inspection of highly complex fire alarm systems; fire sprinkler and standpipe systems; fire pumps; fixed fire extinguishing systems; smoke control systems; and clean agent systems.

On June 28, 2023, the City Council adopted a resolution approving a new Professional Service Agreement (PSA) with Interwest Consulting Group, Inc. (a Safebuilt Company) for specialized services for the City's Building and Planning Divisions in the not-to-exceed amount of \$200,000 for a period of one year with the option to extend for two (2) one-year terms. On December 13, 2023, the City Council adopted a resolution approving a PSA Amendment to increase the not-to-exceed amount from the original \$200,000 to \$330,000. The PSA with Interwest Consulting Group, Inc. (a SAFEbuilt Company) includes fire plan review and inspection services.

Fire Department now requests the City Council's authorization to utilize the existing PSA with Interwest Consulting Group, Inc. by approving a resolution to increase the not-to-exceed amount of the PSA by \$40,000 from \$330,000 to \$370,000 for as-needed fire plan review and inspection services until the Fire Marshal position can be filled through an open recruitment.

FINANCIAL STATEMENT 

The anticipated cost for Fire Department related plan review and inspection services through June 30, 2024, is \$40,000. Through the Mid-Year Budget Update, the City Council approved an appropriation of \$25,000 for Fire plan review and inspection contract services. Due to new information, the projection has now increased the contract request by \$15,000 for a total cost of \$40,000. Staff reviewed the department's current budget and identified \$7,000 that can be used for this contract. The remaining \$8,000 will need to be appropriated from the General Fund Reserve in order to fully fund the plan review and inspection services. It should be noted that the General Fund impact for these services will be offset through fees received for services and salary savings from the existing vacancy of the Fire Marshal position.

CITY ATTORNEY REVIEW N/A • Completed



RECOMMENDATION *MSB*

1. Adopt the attached Resolution increasing the not-to-exceed amount for the PSA with Interwest Consulting Group, Inc. (a SAFEbuilt Company) from \$330,000 to \$370,000 for FY 23-24, and
2. Authorize the appropriation of \$8,000 from the General Fund Reserve to the FY 2023-24 Fire Department Operating Budget for Fire plan review and inspection contract services.

ATTACHMENT

Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AUTHORIZING THE APPROPRIATION OF FUNDS FOR THE PURPOSE OF AUTHORIZING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST CONSULTING GROUP, INC. (A SAFEbuILT COMPANY) FOR SPECIALIZED PROFESSIONAL BUILDING SERVICES AND TO INCREASE THE NOT-TO-EXCEED AMOUNT.

WHEREAS, the Fire Marshal position became vacant on February 9, 2023; and

WHEREAS, the City's Fire Marshal is responsible for the plan review and inspection of highly complex fire alarm systems; fire sprinkler and standpipe systems, fire pumps; fixed fire extinguishing systems; smoke control systems; and clean agent systems; and

WHEREAS, on June 28, 2023, the City Council adopted a resolution approving a new Professional Services Agreement with Interwest Consulting Group, Inc. (a SAFEbuILT Company) for specialized services for the City's Building and Planning Divisions in the not-to-exceed amount of \$200,000 for a period of one-year with the option to extend for two (2) one-year; and

WHEREAS, on December 13, 2023, the City Council adopted a resolution approving a first amendment to the Professional Services Agreement with Interwest Consulting Group, Inc. (a SAFEbuILT Company) to increase the not-to-exceed amount from the original \$200,000 to \$330,000; and

WHEREAS, the Schedule of Charges included as part of the Professional Services Agreement with Interwest Consulting Group, Inc. (a SAFEbuILT Company) includes fire plan review and inspection services; and

WHEREAS, the additional services contemplated by this second amendment, may increase the total cost of this agreement by an additional \$40,000 for a new, total not to exceed amount of \$370,000; and

WHEREAS, the City Council previously appropriated \$25,000 for Fire plan review and inspection contract services through the Mid-Year Budget Update; and

WHEREAS, an additional appropriation of \$8,000 from the General Fund Reserve to the FY 2023-24 Fire Department Operating Budget is needed to fully fund the amended \$370,000 contract amount; and

WHEREAS, there is \$7,000 available in savings in the Fiscal Year 2023-24 Fire Department budget to partially offset the increase. In addition, fees received for services and salary savings from the existing vacancy of the Fire Marshal position will offset the impact to the General Fund; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santee, California, that the City Council hereby:

RESOLUTION NO. _____

1. Authorizes the increase of the not-to-exceed amount for the Professional Services Agreement with Interwest Consulting Group, Inc. (a SAFEbuilt Company) from \$330,000 to \$370,000 for FY 23-24; and .
2. Authorizes the appropriation of \$8,000 from the General Fund Reserve to the FY 2023-24 Fire Department Operating Budget for Fire plan review and inspection contract services.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13th day of March, 2024, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

MEETING DATE March 13, 2024

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AMENDING THE MANAGEMENT SERVICES AGREEMENT OF THE CITY CLERK

DIRECTOR/DEPARTMENT John W. Minto, Mayor

SUMMARY

On March 28, 2018, the City of Santee approved a resolution to appoint Annette Ortiz to serve as the City Clerk effective April 19, 2018. The City then entered into a Management Services Agreement with Ms. Ortiz. On February 14, 2024 and February 28, 2024, a public employee performance evaluation for Ms. Ortiz was conducted by the City Council in accordance with California Government Code Section 54957. As a result of this evaluation, the City Council provided direction to staff to bring to Council for consideration in open session a Fifth Amendment to Ms. Ortiz's Management Services Agreement to include a 6.5% merit pay increase which will adjust the base annual salary from the current \$136,548.67 to the top of the salary band, \$145,491.20. The proposed salary amount is within the salary band for the City Clerk on the City Council approved Salary Schedule, and therefore the requirements of California Code of Regulations, Title 2, Section 570.5 have been met.

FINANCIAL STATEMENT *HJ*

Authorizing the appropriation of \$4,250 from the General Fund Reserve in order to fund the salary and benefit increases resulting from the Fifth Amendment to the Management Services Agreement.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *MDB*

1. Adopt the attached Resolution approving the Fifth Amendment to the City Clerk's Management Services Agreement.
2. Authorize the appropriation of \$4,250 from the General Fund Reserve to fund the salary and benefit increase.

ATTACHMENT

1. Resolution
2. Fifth Amendment to Management Services Agreement



RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
APPROVING THE FIFTH AMENDMENT TO THE MANAGEMENT SERVICES
AGREEMENT OF THE CITY CLERK AND AUTHORIZING THE APPROPRIATION OF
\$4,250 FROM THE GENERAL FUND RESERVE TO THE FY 2023-24 CITY CLERK
OPERATING BUDGET**

WHEREAS, on March 28, 2018, the City of Santee entered into a Management Services Agreement with Annette Ortiz to serve as the City Clerk effective April 19, 2018; and

WHEREAS, on November 14, 2018, following Ms. Ortiz's performance evaluation, the City and Ms. Ortiz amended the Management Services Agreement effective November 15, 2018 ("First Amendment"); and

WHEREAS, on May 22, 2019, following Ms. Ortiz's performance evaluation, the City and Ms. Ortiz amended the Management Services Agreement effective May 30, 2019 ("Second Amendment"); and

WHEREAS, on May 27, 2020, following Ms. Ortiz's performance evaluation, the City and Ms. Ortiz amended the Management Services Agreement effective June 11, 2020 ("Third Amendment"); and

WHEREAS, on November 10, 2021, following Ms. Ortiz's performance evaluation, the City and Ms. Ortiz amended the Management Services Agreement effective December 9, 2021 ("Fourth Amendment"); and

WHEREAS, as the result of a performance evaluation on February 14, 2024, and February 28, 2024, the City Council desires to amend the Management Services Agreement of Ms. Ortiz, to increase her annual salary to \$145,491.20 effective February 14, 2024, as reflected in Exhibit "A" Fifth Amendment to the Management Services Agreement; and

WHEREAS, as a result of the increase to the City Clerk's annual salary, the City Council authorizes an appropriation of \$4,250 from the General Fund Reserve to the City Clerk's FY 2023-24 Operating Budget for increased salary and benefit costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santee, California, does hereby find, determine and declare that the Fifth Amendment to the Management Services Agreement of the City Clerk provided in Exhibit "A," is approved effective February 14, 2024.

RESOLUTION NO.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13th day of March 2024, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE FAGAN ORTIZ, CMC, CITY CLERK

Attachment: Exhibit "A" - Fifth Amendment to the Management Services Agreement

FIFTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT

This Fifth Amendment to Management Services Agreement ("Fifth Amendment") is made and entered into as of the 13th day of March 2024, by and between the City of Santee, a municipal corporation ("City") and Annette F. Ortiz ("Employee").

RECITALS

- A. On or about March 28, 2018, City and Employee entered into a Management Services Agreement whereby the City employed Employee as its City Clerk.
- B. On or about November 14, 2018, following the Employee's performance evaluation, the City and Employee amended the Management Services Agreement, effective November 15, 2018 ("First Amendment").
- C. On or about May 22, 2019, following the Employee's performance evaluation, the City and Employee amended the Management Services Agreement effective May 30, 2019 ("Second Amendment").
- D. On or about May 27, 2020, following the Employee's performance evaluation, the City and Employee amended the Management Services Agreement effective June 10, 2020 ("Third Amendment").
- E. On or about November 10, 2021, following the Employee's performance evaluation, the City and Employee amended the Management Services Agreement effective December 9, 2021 ("Fourth Amendment").
- F. The City Council held Employee's performance evaluation on February 14, 2024 and February 28, 2024 and in accordance with the terms of her Management Services Agreement, considered her salary.
- G. City desires to continue to employ the services of Employee as its City Clerk.
- H. It is the desire of the City Council to provide inducement for employee to remain in such employment.

NOW, THEREFORE, IN CONSIDERATION OF PERFORMANCE BY THE PARTIES OF THE COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES AGREE TO AMEND THE MANAGEMENT SERVICES AGREEMENT AS FOLLOWS:

1. The Parties hereby amend Paragraph 3 Salary & Benefits of the Management Services Agreement as follows: City agrees to increase Employee's annual base salary to \$145,491.20 effective February 14, 2024.
2. Except as amended in this Fifth Amendment, the terms and conditions of the Management Services Agreement remain the same.

IN WITNESS WHEREOF, City and Employee have signed and executed this Fifth Amendment as of the 13th day of March 2024.

CITY OF SANTEE

By: _____
John W. Minto, Mayor

EMPLOYEE

By: _____
Annette F. Ortiz, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
Shawn Hagerty, City Attorney