



**City Council**  
Mayor John W. Minto  
Vice Mayor Dustin Trotter - District 4  
Councilmember Rob McNelis - District 1  
Councilmember Ronn Hall - District 2  
Councilmember 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, May 8, 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](http://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  
 Councilmember Rob McNelis – District 1  
 Councilmember Ronn Hall – District 2  
 Councilmember Laura Koval – District 3

## LEGISLATIVE INVOCATION

## PLEDGE OF ALLEGIANCE

**PROCLAMATION:** Proclaiming April 28 to May 4, 2024, as National Small Business Week

**PROCLAMATION:** Bike Anywhere Day – May 16, 2024

**PROCLAMATION:** Proclaim the Month of May 2024, to be “Jewish American Heritage Month”

## 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 Councilmembers may request specific items be removed from the Consent Calendar for separate discussion or action. Speaker slips for this category must be presented to the City Clerk at the start of the meeting. Speakers are limited to 3 minutes.

- (1) **Approval of Reading by Title Only and Waiver of Reading in Full, of Ordinances and Resolutions on the Agenda. (City Clerk – Ortiz)**
- (2) **Approval of Meeting Minutes of the Santee City Council for the March 27, 2024, Regular Meeting. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as Presented. (Finance – Jennings)**
- (4) **Adoption of a Resolution Awarding the Traffic Signal and Communication Systems Maintenance Contract to Southwest Traffic Signal Service, Inc. for Fiscal Year 2024-25 and Approving a Categorical Exemption Pursuant to the Guidelines of the California Environmental Quality Act. (Engineering – Schmitz)**
- (5) **Adoption of a Resolution Prohibiting Parking of Vehicles Over Eight Feet in Height Between the Hours of 12 AM and 6 AM on Railroad Avenue. (Engineering – Schmitz)**
- (6) **Adoption of a Resolution Appropriating Transportation Development Act Funds for the Clock Tower in Trolley Square. (Engineering – Schmitz)**



- (7) Adoption of a Resolution Approving the Appropriation of \$25,000 to the Planning Department Fiscal Year 2023-2024 Operating Budget to Fund the Preparation of a Water Supply Assessment by the Padre Dam Municipal Water District for Environmental Work Related to the Town Center Specific Plan Update. (Planning & Building – Sawa)
- (8) Authorize the City Manager to Execute the First Amendment to the Professional Services Agreement for Concession Services at Mast Park with the Dog Haus Disc Golf Shop, LLC. (Community Services – Chavez)
- (9) Rejection of all Proposals for Landscape and Horticultural Management Services for Area 2 – Medians and Rights-of-Way (ROW) per Proposal #24/25-40034 and Area 3 – Landscape Maintenance Districts (LMDS) and Community Facilities District (CFD 2015-1) per Proposal #24/25-40035. (Community Services – Chavez)

**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.*

**CONTINUED BUSINESS:**

- (10) **Municipal Code Policy Workshop. (Planning & Building – Sawa)**

Recommendation:

Receive report and provide direction to staff.



**NEW BUSINESS:**

- (11) Acceptance and Appropriation of FY 2024 San Diego River Conservancy Grant Funds as Matching Funds for a FEMA Hazardous Mitigation Grant; and to Purchase Essential Equipment to Outfit a Type 6 Fire Engine, Firefighter Personal Protective Equipment, and Provide Wildland Firefighting Training. (Fire – Matsushita)**

Recommendation:

Accept and appropriate \$907,568 in SDRC grant funds as matching funds for a FEMA Hazardous Mitigation Grant into the FY 2024-28 Capital Improvement Program; and accept and appropriate \$210,000 in SDRC grant funds into the FY 2023-24 Fire Operating Budget to purchase equipment for a Type 6 Fire Engine, PPE, and wildland firefighting training for all Santee Fire Department personnel; and authorize the City Manager to execute necessary grant related contracts. The total amount to accept and appropriate from both Grants is \$1,117,568.

- (12) Resolution Adopting a List of Projects for Fiscal Year 2024-25 Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017. (Engineering – Schmitz)**

Recommendation:

Adopt the Resolution approving a list of projects funded by the Road Maintenance and Rehabilitation Account for SB1 reporting requirements.

**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  
MAY & JUNE MEETINGS

May	02	SPARC	Council Chamber
May	08	Council Meeting	Council Chamber
May	13	Community Oriented Policing Committee	Council Chamber
May	22	Council Meeting	Council Chamber
Jun	06	SPARC	Council Chamber
Jun	10	Community Oriented Policing Committee	Council Chamber
Jun	12	Council Meeting	Council Chamber
Jun	26	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](http://www.CityofSanteeCA.gov).**

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



**MEETING DATE** May 8, 2024

**ITEM TITLE** PROCLAIMING APRIL 28 TO MAY 4, 2024, AS NATIONAL SMALL BUSINESS WEEK

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

**SUMMARY**

National Small Business Week is an annual May event organized by the U.S. Small Business Administration (SBA) to recognize the achievements and contributions of small businesses across the nation. This year, **National Small Business Week** is being recognized from April 28 to May 4, 2024, with national recognitions, and a two-day virtual summit featuring federal resources and educational workshops for small businesses.

There are over 33.5 million small businesses nationwide that contribute to both the local and national economy. According to the SBA, it is estimated that more than half of employed Americans either own or work for a small business and they create about two out of every three new jobs in the U.S. each year.

The City of Santee honors and appreciates the perseverance, resilience and entrepreneurial spirit of our small businesses, which create jobs and strengthen our local economy.

James Sly, CEO of the East County Economic Development Council, will be accepting the City Proclamation for National Small Business Week on behalf of the East County Small Business Development Center (SBDC), which has provided significant assistance to small businesses in Santee and East County. The City will also be recognizing a Santee small business owner representing the local business community. In March of 2021, Greg and Stephanie Carter opened Pedego Electric Bikes in the Santee Town Center and introduced a healthier lifestyle to the Santee community. Prior to that, Greg was the owner of Carter Collision and Fix Auto in Santee for over 20 years. As longtime business owners, they have always been active supporters of the community through local events and fundraisers.

**FINANCIAL STATEMENT** N/A

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION**

Present Proclamation.

**ATTACHMENTS**

Proclamation





# | Proclamation

**WHEREAS**, since 1963, the President of the United States has issued a proclamation calling for the celebration of National Small Business Week, to commemorate the achievements and contributions of small businesses nationwide; and,

**WHEREAS**, the U.S. Small Business Administration (SBA) has announced National Small Business Week as April 28 to May 4, 2024, and,

**WHEREAS**, there are over 33.5 million small businesses nationwide that represent a vital segment of the business community and play a key role in invigorating the local and national economy; and,

**WHEREAS**, according to the SBA, it is estimated that more than half of employed Americans either own or work for a small business and they create about two out of every three new jobs in the U.S. each year; and,

**WHEREAS**, small business owners represent the cornerstone of every community, by creating business opportunity and investment, stimulating job growth, and boosting the local economy.

**NOW, THEREFORE**, I, John Minto, Mayor of the City of Santee, on behalf of the City Council, do hereby proclaim April 28 to May 4, 2024, as

## **“National Small Business Week”**

in the City of Santee and encourage citizens and community groups to celebrate and recognize the value of small businesses within our community and support these local small businesses throughout the year by shopping locally.

IN WITNESS WHEREOF, I have hereunto set my hand this eighth day of May, two thousand twenty-four, and have caused the Official Seal of the city of Santee to be affixed.

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Mayor John Minto

**MEETING DATE** May 8, 2024

**ITEM TITLE** PROCLAMATION: BIKE ANYWHERE DAY – MAY 16, 2024

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

**SUMMARY**

May is National Bike Month and gives communities across the U.S. an opportunity to highlight the benefits of bicycling and encourage people to give biking a try.

Throughout the month of May, the San Diego Association of Governments (SANDAG) is hosting several bike activities to celebrate Bike Month, including Bike Anywhere Day on Thursday, May 16, 2024. Previously known as Bike to Work Day, Bike Anywhere Day is a free event and encourages everyone to bike to work, school, the beach or anywhere in the San Diego region.

The City of Santee is committed to promoting alternative modes of transportation through the implementation of the City's Active Transportation Plan, and bicycling is healthy and environmentally friendly alternative for everyone. Students, families, commuters, bike enthusiasts and people new to biking are encouraged to replace an automobile trip with a bike trip.

On Bike Anywhere Day, SANDAG will have many pit stops throughout the region; Santee participants are encouraged to visit the pit stop at the corner of Mast Boulevard and Carlton Hills Boulevard between 7:00 a.m. and 10:00 a.m. to pick up a free t-shirt. More information is available on the SANDAG website at [SANDAG.org/bikemonth](http://SANDAG.org/bikemonth).

**FINANCIAL STATEMENT** N/A

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

**RECOMMENDATION**

Present Proclamation.

**ATTACHMENT**

Proclamation







# | Proclamation

**WHEREAS**, the month of May is National Bike Month and gives communities across the U.S. an opportunity to highlight the benefits of bicycling and encourage people to give biking a try; and

**WHEREAS**, during the month of May, the San Diego Association of Governments (SANDAG) is hosting several bike activities to celebrate Bike Month, including Bike Anywhere Day on May 16, 2024; and

**WHEREAS**, Bike Anywhere Day encourages students, families, commuters, bike enthusiasts, and anyone new to biking to replace an automobile trip with a bike trip, and pledge to stop by any of the official pit stops throughout the San Diego region between 7:00 a.m. and 10:00 a.m. on May 16, 2024; and

**WHEREAS**, with nearly 1,800 miles of bikeways, the San Diego region is one of the best places to explore local communities and travel by bike to work, school, the beach, a park, a local restaurant, or anywhere; and

**WHEREAS**, biking is a healthy and environmentally friendly alternative to get people moving and help reduce traffic congestion.

**NOW, THEREFORE**, I, John W. Minto, Mayor of the City of Santee, on behalf of the City Council, do hereby proclaim May 16, 2024, as

## **“BIKE ANYWHERE DAY”**

in the City of Santee to commemorate National Bike Month.

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

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Mayor John W. Minto

**MEETING DATE** May 8, 2024

**ITEM TITLE** PROCLAMATION: PROCLAIM THE MONTH OF MAY 2024, TO BE  
“JEWISH AMERICAN HERITAGE MONTH”

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

**SUMMARY**

Jewish immigrants to America have played a central role in many aspects of the creation, growth, freedom, prosperity, and strength of the United States of America. Jewish citizens first settled in San Diego County in 1850, helping develop local industry and city leadership, and serving in the Armed Forces and California National Guard. Every President of the United States has declared a period to celebrate Jewish Americans’ contributions to our country, and since 2006, the month of May has been Presidentially declared to be Jewish American Heritage Month, pursuant to a bipartisan resolution of Congress.

**FINANCIAL STATEMENT** N/A

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

**RECOMMENDATION**

Present Proclamation

**ATTACHMENT**

Proclamation



# | Proclamation

**WHEREAS**, Jewish immigrants to America, ever since first arriving to our shores in the 16th century, have played a central role in the creation, growth, freedom, prosperity, and strength of the United States of America; and

**WHEREAS**, the biblical and contemporary history of the Jewish people and the enduring values of the Jewish faith were vital sources of inspiration for the founding of the United States, the Civil Rights movement, America's global leadership in the cause of freedom, Americans' commitment to social justice, and many of our Country's most central tenets; and

**WHEREAS**, Jewish citizens of San Diego County, having first settled here in 1850, played a central role in the development of local industry and real estate and in city leadership, in addition to serving in the Armed Forces of the United States and the California National Guard; and

**WHEREAS**, Jewish Americans have made significant contributions to the arts, entertainment, science and technology, government, business, culinary traditions, and other fields in the United States, Jewish Americans have played an important role in shaping American culture; and

**WHEREAS**, for forty-three years, every President of the United States has declared a period of time for celebrating the contributions to the United States of the Jewish community's history, heritage, and culture, and since 2006, the month of May has been Presidentially declared to be Jewish American Heritage Month, pursuant to a bipartisan resolution of Congress.

**NOW, THEREFORE**, I, John W. Minto, Mayor of the City of Santee, on behalf of the City Council, do hereby proclaim May 2024 to be

## **“Jewish American Heritage Month”**

and call upon all our citizens to commemorate this occasion by appropriately celebrating the contributions to our country and city of the Jewish community's history, heritage, and culture.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of May, two thousand twenty-four, and have caused the Official Seal of the City of Santee to be affixed.

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Mayor John W. Minto

**MEETING DATE**      May 8, 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**      May 8, 2024

**ITEM TITLE**    APPROVAL OF MEETING MINUTES OF THE SANTEE CITY  
COUNCIL FOR THE MARCH 27, 2024, REGULAR MEETING

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

**SUMMARY**

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

**FINANCIAL STATEMENT**

N/A

**CITY ATTORNEY REVIEW**     N/A     Completed

**RECOMMENDATION**

Approve Minutes as presented.

**ATTACHMENT**

Regular Meeting Minutes

- March 27, 2024

# DRAFT

**Minutes  
Santee City Council  
Council Chamber – Building 2  
10601 Magnolia Avenue  
Santee, California  
March 27, 2024**

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

**ROLL CALL:** Present: Mayor John W. Minto, Vice Mayor Dustin Trotter and Councilmembers Ronn Hall, Laura Koval, and Rob McNelis – 5

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

**INVOCATION** was given by Sunrise Church – Pastor Jerry Phillips

**PLEDGE OF ALLEGIANCE** was led by Sheriff Lieutenant Chris Galve

**CONSENT CALENDAR:**

- (1) Approval of Reading by Title Only and Waiver of Reading in Full, of Ordinances and Resolutions on the Agenda. (City Clerk – Ortiz)
- (2) Approval of Meeting Minutes of the Santee City Council February 14, February 28, and March 13, 2024, Regular Meetings, and the March 6, 2024, Special Meeting. (City Clerk – Ortiz)
- (3) Approval of Payment of Demands as Presented. (Finance – Jennings)
- (4) Approval of the Expenditure of \$81,071.36 for February 2024 Legal Services. (Finance – Jennings)
- (5) Adoption of a Resolution Authorizing Submission of the General Plan and Housing Element Annual Progress Report for Calendar Year 2023 to the State of California’s Office of Planning and Research and Department of Housing and Community Development and Finding the Action is Not a Project and Therefore Not Subject to the California Environmental Quality Act. (Planning and Building – Sawa) **(Reso 017-2024)**
- (6) Adoption of a Resolution Authorizing the Purchase of Four (4) APX 8000 All-Band Portable Radios and Two (2) APX 6000 Portable Radios from Motorola Solutions, Inc. per County of San Diego Regional Communications System Contract No. 532982. (Fire – Matsushita) **(Reso 018-2024)**

- (7) **Eighth Amendment to Agreement for Administration of For-Hire Vehicle Regulations Between San Diego Metropolitan Transit System and the City of Santee. (City Manager – Best)**
- (8) **Adoption of a Resolution Approving the Procurement of Transparency Adaptive System and Signal Controllers from SWARCO/McCain for the Mission Gorge Road Smart Signal System Project, and Finding the Action is Not a Project Subject to the California Environmental Quality Act (“CEQA”). (Engineering – Schmitz) (Reso 019-2024)**
- (9) **Adoption of a Resolution Authorizing an Increase in Change Order Authorization for the Construction Contract with Perfection Painting Corporation to Implement the City Hall Painting and Wood Repairs (CIP 2023-34) Project, and Finding the Action is Not a Project Subject to the California Environmental Quality Act (“CEQA”) per State CEQA Guidelines Section 15301(d). (Engineering – Schmitz) (Reso 020-2024)**

**ACTION:** Councilmember Hall moved approval of the Consent Calendar.

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

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

- (A) Lynda Marrokal spoke about the Santee Library.
- (B) Gina Austin, Association of Licensed Cannabis Operators (ALCO), spoke about the intoxication effects of hemp and requested the City put a ban of intoxicating hemp into place.
- (C) Mike Aiken spoke about the Veteran Bridge and Monument in the City and the upcoming golf tournament to raise money for the Marine Ball; he also wanted to acknowledge Vice Mayor Trotter and Council Member McNelis for the time and donations they put into the VFW and American Legion.
- (D) Truth spoke about the Town Hall meeting, SANDAG, requested Agenda Items which include maps also have a street view attachment, and she also spoke regarding tax measures.

**PUBLIC HEARING:**

- (10) **Public Hearing for a Conditional Use Permit CUP-2023-0002 for an Express Car Wash Facility and Related Site Improvements on a 1.26 Acre Site Located at 8837 Magnolia Avenue (APN 384-470-33-00) in the Light Industrial/General Commercial (IL/GC) Zone and Finding the Project Exempt from the California Environmental Quality Act Pursuant to the Class 32 Infill Exemption (Applicant: SSCW 22608 Rockville, LLC). (Planning and Building – Sawa) (Reso 021-2024)**

The Public Hearing was opened at 6:46 p.m. The Senior Planner provided a PowerPoint presentation and responded to Council questions, with assistance from the Finance Director, City Attorney, and the applicants: Daniel Freedman and David Schate.

**PUBLIC SPEAKERS:**

- David Schate (Director of site development)
- Daniel Freedman (Applicant)

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

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

The Public Hearing was closed at 7:16 p.m.

- (11) **Public Hearing for the Adoption of the Commercial Cannabis Retail Business Application Process, Including Procedures and Fees, and Finding the Action is Covered by the Previously Adopted Mitigated Negative Declaration for the Santee Cannabis Business Ordinance Pursuant to the California Environmental Quality Act. (Planning and Building – Sawa) (Reso 022-2024)**

The Public Hearing was opened at 7:17 p.m. The Planning and Building Director provided a PowerPoint presentation and responded to Council questions with assistance from the City Attorney, City Manager and Finance Director.

**PUBLIC SPEAKERS:**

- Truth
- Gina Austin
- Lynda Marrokal
- Arkan Somo
- Jessica C. McElfuesh

**MOTION:** Councilmember Koval moved approval of staff recommendation. Councilmember McNelis seconded the motion.

**AMENDMENT:** After discussion, Councilmember Koval requested a friendly amendment to clarify the language “property” as defined as “legal lot”.

**ACTION:** The motion carried by the following vote Mayor Minto: Aye; Vice Mayor Trotter: Aye; and Councilmembers Hall: No; Koval: Aye; and McNelis: Aye. Ayes: 4. Noes: 1.

The Public Hearing was closed at 7:59 p.m.



**CONTINUED BUSINESS:**

- (12) **General Fund Reserve Policy Discussion. Presentation of Draft Policy. (Finance – Jennings)**

The Finance Director provided a PowerPoint presentation and responded to Council questions.

**PUBLIC SPEAKER:**

- Truth

**NEW BUSINESS:**

- (13) **Resolution Authorizing the Transfers and Appropriations of Various Funds to the Town Center Community Park – Artificial Turf Replacement Project, and Award of a Contract for Synthetic Turf Replacement at Town Center Community Park East to FieldTurf USA, Inc. – a Tarkett Sports Company, Utilizing the Master Agreement Between the Cooperative Council of Governments, Inc. (“CCOG”), FieldTurf USA, Inc., and Equalis Group LLC. (Community Services – Chavez) (Reso 023-2024)**

The Community Services Director provided a PowerPoint presentation and responded to Council questions, with assistance from the Engineering Director and the City Attorney.

**PUBLIC SPEAKERS:**

- Dean Velasco
- Truth

**ACTION:** Councilmember Hall moved approval of staff recommendation.

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

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

None.

**CITY COUNCIL REPORTS:**

Councilmember Koval spoke about the Transfer of Care meeting she attended and the appropriate times to call 911.

Councilmember Hall spoke about the Transfer of Care meeting, the appropriate times to call 911 and transportation times to Grossmont Hospital.

Vice Mayor Trotter spoke about the Mission Trails Regional Task Force meeting and the memorial bridge being constructed.

Mayor Minto spoke about the SANDAG CEO interviews and the League of California Cities.

**CITY MANAGER REPORTS:**

The City Manager thanked the City Staff for their efforts put into the Santee Bunny Trail event; she gave thanks to Lieutenant Galve for his service in the City of Santee; she informed the City that the upcoming SanTree Day Event was cancelled due to weather conditions and let the community know there will be a shred event at City Hall on April 6, 2024, from 8:00 a.m. to 12:00 p.m.

**CITY ATTORNEY REPORTS:**

The City Attorney reported that the Supreme Court issued an important decision about social media.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 8:37 p.m.

Date Approved:

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Annette Fagan Ortiz, CMC, City Clerk

**MEETING DATE** May 8, 2024

**ITEM TITLE** APPROVAL OF PAYMENT OF DEMANDS

**DIRECTOR/DEPARTMENT** Heather Jennings, Finance 

**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**

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>
04/10/24	Accounts Payable	\$ 135,988.63
04/18/24	Accounts Payable	1,597,496.21
04/18/24	Accounts Payable	17,655.87
04/18/24	Payroll	459,131.00
04/19/24	Accounts Payable	44,676.17
04/23/24	Accounts Payable	155,387.50
04/24/24	Accounts Payable	<u>619,900.47</u>
	TOTAL	<u><u>\$3,030,235.85</u></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  
04/18/2024 4:32:51PM

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
76452	4/10/2024	10956 FRANCHISE TAX BOARD	PPE 04/10/24		CA STATE TAX WITHHELD	34,018.55
					<b>Total :</b>	<b>34,018.55</b>
76470	4/10/2024	10955 DEPARTMENT OF THE TREASURY	PPE 04/10/24		FED WITHHOLDING & MEDICARE	101,970.08
					<b>Total :</b>	<b>101,970.08</b>
<b>2 Vouchers for bank code : ubgen</b>						<b>Bank total : 135,988.63</b>
<b>2 Vouchers in this report</b>						<b>Total vouchers : 135,988.63</b>

Prepared by:                     *Tracy M*                      
Date:                     4.18.24                      
Approved by:                     *E. Bule*                      
Date:                     4-24-24

vchlist  
04/18/2024 11:20:55AM

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136222	4/18/2024	15087 34TH STREET INC	2024-304		PROFESSIONAL SERVICE	7,194.31
					<b>Total :</b>	<b>7,194.31</b>
136223	4/18/2024	11139 ACE UNIFORMS, LLC - SAN DIEGO	SD0168341	54631	WEARING APPAREL	18.47
					<b>Total :</b>	<b>18.47</b>
136224	4/18/2024	14179 AMERICAN FLAVORS LLC	001529		EVENT SUPPLIES	541.25
					<b>Total :</b>	<b>541.25</b>
136225	4/18/2024	13405 BOFFO ENTERTAINMENT INC	03232024	54586	SPECIAL EVENTS SERVICES	1,375.00
					<b>Total :</b>	<b>1,375.00</b>
136226	4/18/2024	15233 BOONE, RICHARD	23008		REFUNDABLE DEPOSIT	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
136227	4/18/2024	10476 BURTON'S FIRE INC	S 63755	54714	EQUIPMENT REPAIR PARTS	2,099.11
					<b>Total :</b>	<b>2,099.11</b>
136228	4/18/2024	10299 CARQUEST AUTO PARTS	11102-607754	54426	VEHICLE SUPPLIES	32.27
					<b>Total :</b>	<b>32.27</b>
136229	4/18/2024	14527 CHAVEZ, NICOLAS	24CAGR-NC		PER DIEM FOR CALIFORNIA TRAIL	190.00
					<b>Total :</b>	<b>190.00</b>
136230	4/18/2024	12349 CHOICE LOCKSMITHING	032624COS	54483	LOCKSMITH SERVICES	91.59
					<b>Total :</b>	<b>91.59</b>
136231	4/18/2024	10032 CINTAS CORPORATION 694	4187530386	54635	MISC SHOP RENTALS	72.31
					<b>Total :</b>	<b>72.31</b>
136232	4/18/2024	10333 COX COMMUNICATIONS	094486701; APR24		CITY HALL GROUP BILL	3,415.95
					<b>Total :</b>	<b>3,415.95</b>
136233	4/18/2024	11418 DAMOOR, KESHAV	03212024KD		COMMISSION STIPEND	50.00
					<b>Total :</b>	<b>50.00</b>
136234	4/18/2024	13129 DAVID TURCH AND ASSOCIATES	3212024	54477	LEGISLATIVE ADVOCACY SERVICE	5,000.00

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Voucher List  
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136234	4/18/2024	13129 13129 DAVID TURCH AND ASSOCIATES	(Continued)			<b>Total : 5,000.00</b>
136235	4/18/2024	13275 DOCHTERMAN, LINDA	03212024LD		COMMISSION STIPEND	50.00
						<b>Total : 50.00</b>
136236	4/18/2024	13558 KIFER HYDRAULICS CO, INC	82770	54375	EQUIPMENT REPAIR PART	10.83
						<b>Total : 10.83</b>
136237	4/18/2024	14922 L.C. PAVING & SEALING, INC.	RR-CIP2020-01		RETENTION RELEASE	39,637.89
						<b>Total : 39,637.89</b>
136238	4/18/2024	10912 LEASK, DAVID	040324		EMPLOYEE REIMBURSEMENT	622.75
						<b>Total : 622.75</b>
136239	4/18/2024	10204 LIFE ASSIST INC	1418080	54377	EMS SUPPLIES	259.68
			1418771	54377	EMS SUPPLIES	74.13
			1419173	54377	EMS SUPPLIES	1,570.83
			1419404	54377	EMS SUPPLIES	1,090.75
			1419461	54377	EMS SUPPLIES	92.93
			1419647	54377	EMS SUPPLIES	54.10
			1419691	54377	EMS SUPPLIES	998.41
						<b>Total : 4,140.83</b>
136240	4/18/2024	10174 LN CURTIS AND SONS	INV804556	54701	SAFETY APPAREL	1,549.66
			INV806112	54709	FIREFIGHTING SUPPLIES	2,167.98
						<b>Total : 3,717.64</b>
136241	4/18/2024	15244 MENG, JAMES	18350		REFUNDABLE DEPOSIT	11,816.00
						<b>Total : 11,816.00</b>
136242	4/18/2024	10507 MITEL TECHNOLOGIES INC / GREAT	36230111; APR24		MITEL MXE III CONTROLLER SATA	1,588.52
						<b>Total : 1,588.52</b>
136243	4/18/2024	10083 MUNICIPAL EMERGENCY SERVICES	IN2026507	54438	WEARING APPAREL	71.57
						<b>Total : 71.57</b>
136244	4/18/2024	13509 NCA ENTERTAINMENT INC	032324	54614	CARNIVAL SERVICES	5,000.00

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Voucher List  
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136244	4/18/2024	13509 13509 NCA ENTERTAINMENT INC	(Continued)			<b>Total : 5,000.00</b>
136245	4/18/2024	10308 O'REILLY AUTO PARTS	2968-210921	54384	VEHICLE REPAIR PARTS	31.33
						<b>Total : 31.33</b>
136246	4/18/2024	10344 PADRE DAM MUNICIPAL WATER DIST	29700015; MAR24 90000366; MAR24		CONSTRUCTION METER GROUP BILL	270.12 12,491.66
						<b>Total : 12,761.78</b>
136247	4/18/2024	10157 PRIMO DJ'S	15288445	54571	ENTERTAINMENT AGREEMENT	625.00
						<b>Total : 625.00</b>
136248	4/18/2024	10606 SD COUNTY SHERIFF'S DEPT	SHERIFF FEB 2024		LAW ENFORCEMENT FEB 2024	1,421,369.82
						<b>Total : 1,421,369.82</b>
136249	4/18/2024	11594 SAN DIEGO METROPOLITAN TRANSIT	1800020559		RIGHT TURN POCKET PROJECT	2,647.09
						<b>Total : 2,647.09</b>
136250	4/18/2024	10424 SANTEE FIREFIGHTERS	03062024-JM		WEARING APPAREL	91.00
						<b>Total : 91.00</b>
136251	4/18/2024	10768 SANTEE SCHOOL DISTRICT	9522	54583	JOINT USE FIELDS - RIO SECO	240.09
						<b>Total : 240.09</b>
136252	4/18/2024	13171 SC COMMERCIAL, LLC	2604500-IN 2608603-IN	54395 54395	DELIVERED FUEL DELIVERED FUEL	357.38 276.02
						<b>Total : 633.40</b>
136253	4/18/2024	14797 SEDANO FORD OF LM INC	20481866	54446	VEHICLE REPAIR PART	119.35
						<b>Total : 119.35</b>
136254	4/18/2024	10585 SHARP REES-STEALY MEDICAL	390752208 390787615 390787616 390787617 390787618 390799718 390799719	54652 54652 54652 54652 54652	PRE-EMPLOYMENT PHYSICALS PRE-EMPLOYMENT PHYSICALS PRE-EMPLOYMENT PHYSICALS PRE-EMPLOYMENT PHYSICALS PRE-EMPLOYMENT PHYSICALS MEDICAL SERVICES MEDICAL SERVICES	391.00 391.00 46.00 44.00 62.00 312.00 50.00



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Voucher List  
CITY OF SANTEE

Bank code : ubqen



Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136254	4/18/2024	10585 SHARP REES-STEALY MEDICAL	(Continued) 390799720		MEDICAL SERVICES	40.00
			390812231	54652	PRE-EMPLOYMENT PHYSICALS	194.00
			390812233	54652	PRE-EMPLOYMENT PHYSICALS	46.00
			390812235	54652	PRE-EMPLOYMENT PHYSICALS	44.00
			390812237	54652	PRE-EMPLOYMENT PHYSICALS	63.00
					<b>Total :</b>	<b>1,683.00</b>
136255	4/18/2024	13162 SOCAL PPE	8117		WEARING APPAREL	156.24
					<b>Total :</b>	<b>156.24</b>
136256	4/18/2024	10314 SOUTH COAST EMERGENCY VEHICLE	INV-701	54417	VEHICLE REPAIR PART	298.32
					<b>Total :</b>	<b>298.32</b>
136257	4/18/2024	10837 SOUTHWEST TRAFFIC SIGNAL	83245	54447	TRAFFIC SIGNAL - BROWN POLE F	19,100.00
					<b>Total :</b>	<b>19,100.00</b>
136258	4/18/2024	10217 STAPLES ADVANTAGE	3562414671 6000845024	54403 54403	OFFICE SUPPLIES STAPLES	407.64 718.33
					<b>Total :</b>	<b>1,125.97</b>
136259	4/18/2024	10119 STEVEN SMITH LANDSCAPE INC	53272 53273 53274 53275	54451 54451 54451 54451	A 2 LANDSCAPE SERVICES A 2 LANDSCAPE SERVICES A2 LANDSCAPE SERVICES A 2 LANDSCAPE SERVICES	4,102.23 10,733.44 9,062.50 5,254.50
					<b>Total :</b>	<b>29,152.67</b>
136260	4/18/2024	10121 SUPERIOR READY MIX LP	415561	54648	ASPHALT MATERIALS & SUPPLIES	389.03
					<b>Total :</b>	<b>389.03</b>
136261	4/18/2024	14180 TACO PICASSO LLC	001743		EVENT SUPPLIES	541.25
					<b>Total :</b>	<b>541.25</b>
136262	4/18/2024	13451 TELEFLEX FUNDING LLC	9508239539	54408	EMS SUPPLIES	1,442.34
					<b>Total :</b>	<b>1,442.34</b>
136263	4/18/2024	10250 THE EAST COUNTY	00140633		CLERK OFFICE PUBLICATION	262.50

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Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136263	4/18/2024	10250 THE EAST COUNTY	(Continued)			<b>Total : 262.50</b>
136264	4/18/2024	15091 T-MOBILE USA INC	993045165; FEB24 993045165; JAN24 993045165; MAR24		CITY HALL CITY HALL CITY HALL	524.79 -129.50 1,015.97 <b>Total : 1,411.26</b>
136265	4/18/2024	10550 UNIFORMS PLUS INC	32224	54460	CLASS B UNIFORMS	752.10 <b>Total : 752.10</b>
136266	4/18/2024	12480 UNITED SITE SERVICES	114-13821694	54339	PORTABLE TOILET AND FENCE RE	352.58 <b>Total : 352.58</b>
136267	4/18/2024	10338 VANDIVER, EDDIE	03212024EV		COMMISSION STIPEND	50.00 <b>Total : 50.00</b>
136268	4/18/2024	10136 WEST COAST ARBORISTS INC	212255 212374	54456 54456	URBAN FORESTRY MANAGEMENT URBAN FORESTRY MANAGEMENT	1,222.50 214.35 <b>Total : 1,436.85</b>
136269	4/18/2024	14687 WEX BANK	96335067		FLEET CARD FUELING	12,586.95 <b>Total : 12,586.95</b>
<b>48 Vouchers for bank code : ubgen</b>						<b>Bank total : 1,597,496.21</b>
<b>48 Vouchers in this report</b>						<b>Total vouchers : 1,597,496.21</b>

Prepared by:   
 Date: 4-18-24  
 Approved by:   
 Date: 4/18/24

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04/18/2024 12:55:38PM

Voucher List  
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136270	4/18/2024	12903 AMERICAN FIDELITY ASSURANCE CO	2353906		FLEXIBLE SPENDING ACCOUNT	3,243.53
					<b>Total :</b>	<b>3,243.53</b>
136271	4/18/2024	14793 CONTROLLING INS COST IN CA, SCHOO	2024-4		EMPLOYEE ASSISTANCE PROGRA	391.55
					<b>Total :</b>	<b>391.55</b>
136272	4/18/2024	12722 FIDELITY SECURITY LIFE	166236573		EYEMED - VOLUNTARY VISION	1,143.46
					<b>Total :</b>	<b>1,143.46</b>
136273	4/18/2024	10508 LIFE INSURANCE COMPANY OF	April 2024		LIFE/LTD INSURANCE	3,020.65
					<b>Total :</b>	<b>3,020.65</b>
136274	4/18/2024	14458 METROPOLITAN LIFE INSURANCE	80782667		VOLUNTARY LEGAL	357.00
					<b>Total :</b>	<b>357.00</b>
136275	4/18/2024	10784 NATIONAL UNION FIRE INSURANCE	April 2024		VOLUNTARY AD&D	36.80
					<b>Total :</b>	<b>36.80</b>
136276	4/18/2024	10335 SAN DIEGO FIREFIGHTERS FEDERAL	April 2024		LONG TERM DISABILITY-SFFA	1,416.00
					<b>Total :</b>	<b>1,416.00</b>
136277	4/18/2024	10424 SANTEE FIREFIGHTERS	PPE 4/10/24		DUES/PEC/BENEVOLENT/BC EXP	4,779.95
					<b>Total :</b>	<b>4,779.95</b>
136278	4/18/2024	10776 STATE OF CALIFORNIA	PPE 04/10/24		WITHHOLDING ORDER	449.53
					<b>Total :</b>	<b>449.53</b>
136279	4/18/2024	10776 STATE OF CALIFORNIA	PPE 04/10/24		WITHHOLDING ORDER	429.69
					<b>Total :</b>	<b>429.69</b>
136280	4/18/2024	14467 TEXAS LIFE INSURANCE COMPANY	SM0F0U20240314001		VOLUNTARY INS RIDERS	499.35
					<b>Total :</b>	<b>499.35</b>
136281	4/18/2024	10001 US BANK	PPE 04/10/24		PARS RETIREMENT	1,136.52
					<b>Total :</b>	<b>1,136.52</b>
136282	4/18/2024	14600 WASHINGTON STATE SUPPORT	PPE 04/10/24		WITHHOLDING ORDER	751.84

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Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136282	4/18/2024	14600	14600 WASHINGTON STATE SUPPORT		(Continued)	Total : 751.84
13 Vouchers for bank code : ubgen						Bank total : 17,655.87
13 Vouchers in this report						Total vouchers : 17,655.87

Prepared by: J. Buck  
Date: 4-18-24  
Approved by: E. B. [Signature]  
Date: 4-18-24

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Payroll Processing Report  
CITY OF SANTEE  
3/28/2024 to 4/10/2024-2 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
					pert3s	119,803.18	17,371.49	17,371.49					
					rhsa2%	220,893.82		4,417.87					
					rhsaal		277.89						
					rhsabc	32,563.75	651.28						
					roth	81,809.73	9,367.12						
					sb-1		88.35						
					sb-3		71.12						
					sffa		3,648.54						
					sffapc		984.90						
					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		-15.56						
					vision	15,452.15	564.96						
					voladd		18.37						
					voldis		230.59						
					vollif		217.25						
					vollpb			-217.25					
<b>Grand Totals</b>	<u>15,901.29</u>		<u>721,830.15</u>				<u>262,699.15</u>	<u>91,206.06</u>					

<b>Gross:</b>	721,830.15
<b>Net:</b>	459,131.00

<< No Errors / 10 Warnings >>

EB 4/10/24  
Pay date 4/18/24  
PPE 4/10/24

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04/24/2024 9:51:37AM

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
6046526	4/19/2024	14704 457 MISSIONSQUARE	PPE 4/10/24		ICMA - 457	39,329.13	
						<b>Total :</b>	<b>39,329.13</b>
6781535	4/19/2024	14705 RHS MISSIONSQUARE	PPE 4/10/24		RETIREE HSA	5,347.04	
						<b>Total :</b>	<b>5,347.04</b>
<b>2 Vouchers for bank code :</b> ubgen						<b>Bank total :</b>	<b>44,676.17</b>
<b>2 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>44,676.17</b>

Prepared by: J. Smith  
Date: 4-24-24  
Approved by: E. Buh  
Date: 4-24-24

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Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4243	4/23/2024	10353 PERS	04 24 3		RETIREMENT PAYMENT	155,387.50

Total : 155,387.50

1 Vouchers for bank code : ubgen

Bank total : 155,387.50

1 Vouchers in this report

Total vouchers : 155,387.50

Prepared by: J. Smith

Date: 4-24-24

Approved by: E. Bull

Date: 4-24-24

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Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136283	4/24/2024	11139 ACE UNIFORMS, LLC - SAN DIEGO	SD0168838	54631	WEARING APPAREL	230.43
					<b>Total :</b>	<b>230.43</b>
136284	4/24/2024	10633 ALL STAR GLASS INC	1438386	54423	VEHICLE REPAIR	129.00
					<b>Total :</b>	<b>129.00</b>
136285	4/24/2024	10010 AIS TRUST ACCOUNT NEWPORT	2622346		EVENT INSURANCE - COMMUNITY	1,249.00
					<b>Total :</b>	<b>1,249.00</b>
136286	4/24/2024	13321 ALPHA PROJECT FOR THE	0009505-IN	54412	ENCAMPMENT CLEAN UPS	6,677.36
					<b>Total :</b>	<b>6,677.36</b>
136287	4/24/2024	10510 AMAZON WEB SERVICES, INC	1655345569		AMAZON CLOUD SERVICES	320.69
					<b>Total :</b>	<b>320.69</b>
136288	4/24/2024	11445 AMERICAN MESSAGING	L1072898YD		FD PAGER SERVICE	199.91
					<b>Total :</b>	<b>199.91</b>
136289	4/24/2024	11419 ANALYTICAL CHEMISTS INC	45260	54349	EQUIPMENT TESTING	135.00
					<b>Total :</b>	<b>135.00</b>
136290	4/24/2024	10412 AT&T	000021447806		TELEPHONE	888.70
					<b>Total :</b>	<b>888.70</b>
136291	4/24/2024	14306 AZTEC LANDSCAPING INC	J1737 J1747	54464 54464	CUSTODIAL SERVICES - PARKS CUSTODIAL SERVICES - PARKS	130.21 4,799.63
					<b>Total :</b>	<b>4,929.84</b>
136292	4/24/2024	14781 BENAVIDES, MANUEL	859620		EMPLOYEE REIMBURSEMENT	146.79
					<b>Total :</b>	<b>146.79</b>
136293	4/24/2024	10020 BEST BEST & KRIEGER LLP	LEGAL SVCS MAR 2024		LEGAL SVCS MARCH 2024	81,261.52
					<b>Total :</b>	<b>81,261.52</b>
136294	4/24/2024	10526 BPR INC	20189668	54353	SIDEWALK CUTTING AND REPAIRS	43,303.90
					<b>Total :</b>	<b>43,303.90</b>



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Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136295	4/24/2024	10876 CANON SOLUTIONS AMERICA INC	4040795734 4040795735	54482 54482	SCANNER MAINTENANCE PLOTTER MAINTENANCE & USAGE	128.82 30.53 <b>Total : 159.35</b>
136296	4/24/2024	11402 CARROLL, JUDI	05012024-96		MEADOWBROOK HARDSHIP PROC	135.11 <b>Total : 135.11</b>
136297	4/24/2024	10032 CINTAS CORPORATION 694	4188256251	54635	MISC SHOP RENTALS	72.31 <b>Total : 72.31</b>
136298	4/24/2024	11409 CLAYTON, SYLVIA	05012024-340		MEADOWBROOK HARDSHIP PROC	141.39 <b>Total : 141.39</b>
136299	4/24/2024	15152 COAR DESIGN GROUP	22209	54666	NEW FIRE STATION AT CITY OPERA	95,375.00 <b>Total : 95,375.00</b>
136300	4/24/2024	10035 COMPETITIVE METALS INC	504408	54359	VEHICLE REPAIR PARTS	22.16 <b>Total : 22.16</b>
136301	4/24/2024	12153 CORODATA RECORDS	RS4999059	54527	CORODATA RECORDS MANAGMEN	811.85 <b>Total : 811.85</b>
136302	4/24/2024	11862 CORODATA SHREDDING INC	DN1463228		CORODATA SHREDDING	49.82 <b>Total : 49.82</b>
136303	4/24/2024	10171 COUNTY OF SAN DIEGO AUDITOR &	10/2023 AGENCY REV 10/2023 DMV REVENUE 10/2023 PHOENIX REV 11/2023 AGENCY REV 11/2023 DMV REVENUE 11/2023 PHOENIX REV 12/2023 AGENCY REV 12/2023 DMV REVENUE 12/2023 PHOENIX REV		10/2023 AGENCY PARK CITE REPT 10/2023 DMV PARK CITE REPT 10/2023 PHOENIX CITE REV REPT 11/2023 AGENCY PARK CITE REPT 11/2023 DMV PARK CITE REPT 11/2023 PHOENIX CITE REV REPT 12/2023 AGENCY PARK CITE REPT 12/2023 DMV PARK CITE REPT 12/2023 PHOENIX CITE REV REPT	97.50 450.00 1,207.75 142.50 735.50 434.75 270.00 337.50 331.25 <b>Total : 4,006.75</b>
136304	4/24/2024	10358 COUNTY OF SAN DIEGO	24CTOSASN09	54458	800 MHZ RADIO ACCESS	2,023.50

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Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136304	4/24/2024	10358 10358 COUNTY OF SAN DIEGO	(Continued)		<b>Total :</b>	<b>2,023.50</b>
136305	4/24/2024	10040 COUNTYWIDE MECHANICAL SYSTEMS	64340	54360	PLUMBING REPAIRS & RELATED M	2,137.00
			65067	54360	PLUMBING REPAIRS & RELATED M	445.60
			65068	54360	PLUMBING REPAIRS & RELATED M	445.60
			65138	54360	PLUMBING REPAIRS & RELATED M	1,002.60
			65347	54360	PLUMBING REPAIRS & RELATED M	596.71
			65439	54360	PLUMBING REPAIRS & RELATED M	790.64
			65709	54360	PLUMBING REPAIRS & RELATED M	891.20
			65851	54360	PLUMBING REPAIRS & RELATED M	617.71
					<b>Total :</b>	<b>6,927.06</b>
136306	4/24/2024	10608 CRISIS HOUSE	821	54491	CDBG SUBRECIPIENT	457.69
					<b>Total :</b>	<b>457.69</b>
136307	4/24/2024	14555 FIFTH ASSET INC DBA DEBTBOOK	DB2002863	54462	ANNUAL SUBSCRIPTION	9,750.00
					<b>Total :</b>	<b>9,750.00</b>
136308	4/24/2024	14811 DIGITECH COMPUTER LLC	60005088	54504	SLEMSA BILLING CONTRACT SERV	29,757.94
					<b>Total :</b>	<b>29,757.94</b>
136309	4/24/2024	12483 DISCOUNT SIGNS AND BANNERS	5734	54364	PPE IDENTIFICATION DECALS	43.10
					<b>Total :</b>	<b>43.10</b>
136310	4/24/2024	12593 ELLISON WILSON ADVOCACY, LLC	2024-04-06	54505	LEGISLATIVE ADVOCACY SERVICE	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
136311	4/24/2024	12120 GEOCON INCORPORATED	123120269	54531	GEOTECHNICAL REVIEW - PALISAI	597.50
			124020272	54531	GEOTECHNICAL REVIEW - PALISAI	135.00
					<b>Total :</b>	<b>732.50</b>
136312	4/24/2024	12638 GEORGE HILLS COMPANY, INC.	INV1027985	54486	GEORGE HILLS FY 23/24	1,458.33
					<b>Total :</b>	<b>1,458.33</b>
136313	4/24/2024	11881 GOODEN, CHRIS	06553D		EMPLOYEE REIMBURSEMENT	200.00
					<b>Total :</b>	<b>200.00</b>
136314	4/24/2024	12495 GROSSMONT UNION	AR015969	54498	SCHOOL RESOURCE OFFICERS	50,377.50

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**Voucher List**  
**CITY OF SANTEE**

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136314	4/24/2024	12495 12495 GROSSMONT UNION	(Continued)			<b>Total : 50,377.50</b>
136315	4/24/2024	11196 HD SUPPLY FACILITIES	9223428174	54569	FACILITIES MAINTENANCE SUPPLI	45.22
			9223428175	54569	FACILITIES MAINTENANCE SUPPLI	15.07
					<b>Total :</b>	<b>60.29</b>
136316	4/24/2024	10600 HINDERLITER DE LLAMAS & ASSOC	SIN037663	54218	CANNABIS CONSULTING SVCS	125.00
					<b>Total :</b>	<b>125.00</b>
136317	4/24/2024	10301 HORSMAN AUTOMOTIVE	29766	54372	VEHICLE SERVICE	127.58
					<b>Total :</b>	<b>127.58</b>
136318	4/24/2024	14956 JET ADVERTISING LLC	11717	54561	WEBSITE DESIGN SVCS - MARCH	10,237.50
					<b>Total :</b>	<b>10,237.50</b>
136319	4/24/2024	10120 KEARNY PEARSON FORD	1951927	54374	VEHICLE REPAIR PART	192.01
					<b>Total :</b>	<b>192.01</b>
136320	4/24/2024	13558 KIFER HYDRAULICS CO, INC	82810	54375	VEHICLE REPAIR PART	36.89
					<b>Total :</b>	<b>36.89</b>
136321	4/24/2024	13345 KING, ERIC	88708D		EMPLOYEE REIMBURSEMENT	200.00
					<b>Total :</b>	<b>200.00</b>
136322	4/24/2024	15249 KMP PLUMBING CO INC	0466		REFUNDABLE DEPOSIT	41.00
					<b>Total :</b>	<b>41.00</b>
136323	4/24/2024	11009 KNN PUBLIC FINANCE	3395		CONTINUING DISCLOSURE ANNUA	500.00
					<b>Total :</b>	<b>500.00</b>
136324	4/24/2024	10997 LAKESIDE FIRE PROTECTION	3312024	54577	NURSE COORDINATOR JANUARY -	20,974.17
					<b>Total :</b>	<b>20,974.17</b>
136325	4/24/2024	15250 LAKESIDE INVESTMENT CO	379-030		REFUNDABLE DEPOSIT	976.77
					<b>Total :</b>	<b>976.77</b>
136326	4/24/2024	13851 LAWSON PRODUCTS, INC	9311416078	54435	VEHICLE REPAIR SUPPLIES	777.27
					<b>Total :</b>	<b>777.27</b>

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Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136327	4/24/2024	10204 LIFE ASSIST INC	1421437 1422366	54377 54377	EMS SUPPLIES EMS SUPPLIES	1,980.41 289.63 <b>Total : 2,270.04</b>
136328	4/24/2024	13155 LIFETIME DOG TRAINING, LLC	5008		INSTRUCTOR PAYMENT	2,967.00 <b>Total : 2,967.00</b>
136329	4/24/2024	10538 MEALS ON WHEELS	3-23-24	54494	CDBG SUBRECIPIENT	1,383.25 <b>Total : 1,383.25</b>
136330	4/24/2024	15126 MENDOZA, SAMUEL	761168		EMPLOYEE REIMBURSEMENT	200.00 <b>Total : 200.00</b>
136331	4/24/2024	11285 MGT OF AMERICA CONSULTING LLC	57703	54333	FY23/24 STATE MANDATE COST CL	2,875.00 <b>Total : 2,875.00</b>
136332	4/24/2024	14208 MINUTEMAN PRESS EL CAJON	65885	54543	BUSINESS CARDS	109.14 <b>Total : 109.14</b>
136333	4/24/2024	10458 MIRACLE RECREATION EQUIPMENT	873662	54712	TCCPE REPLACEMENT PARTS	1,118.46 <b>Total : 1,118.46</b>
136334	4/24/2024	12604 MSDSONLINE, INC.	299627	54728	HAZARDOUS CHEMICAL DATABASI	3,250.84 <b>Total : 3,250.84</b>
136335	4/24/2024	13127 MYERS, CHRIS	00982P		EMPLOYEE REIMBURSEMENT	178.60 <b>Total : 178.60</b>
136336	4/24/2024	10085 NATIONAL SAFETY COMPLIANCE INC	97480		DRUG/ALCOHOL TESTING	207.79 <b>Total : 207.79</b>
136337	4/24/2024	10218 OFFICE DEPOT	360902952001		FINANCE OFFICE SUPPLIES	384.84 <b>Total : 384.84</b>
136338	4/24/2024	10308 O'REILLY AUTO PARTS	2968-212293	54384	VEHICLE REPAIR PART	12.07 <b>Total : 12.07</b>
136339	4/24/2024	10344 PADRE DAM MUNICIPAL WATER DIST	90000367; APR24		GROUP BILL	11,680.29

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Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136339	4/24/2024	10344 10344 PADRE DAM MUNICIPAL WATER DIS1 (Continued)				<b>Total : 11,680.29</b>
136340	4/24/2024	11442 PATTERSON, EDWARD	05012024-225		MEADOWBROOK HARDSHIP PROC	130.36
						<b>Total : 130.36</b>
136341	4/24/2024	15248 PREMIER POOLS & SPA	107		REFUNDABLE DEPOSIT	567.49
						<b>Total : 567.49</b>
136342	4/24/2024	12062 PURETEC INDUSTRIAL WATER	2162015 2162016 2162017	54508 54508	DEIONIZED WATER SERVICE DEIONIZED WATER SERVICE DEIONIZED WATER	67.77 144.00 45.18
						<b>Total : 256.95</b>
136343	4/24/2024	15204 RELATIONSHIPS AT WORK INC	2024-1953		INTERACTIVE PROCESS	746.25
						<b>Total : 746.25</b>
136344	4/24/2024	14539 ROGERS ANDERSON MALODY & SCOTT	74728	54466	FY 2022-23 AUDIT SERVICES	5,250.00
						<b>Total : 5,250.00</b>
136345	4/24/2024	10097 ROMAINE ELECTRIC CORPORATION	12-061399	54487	VEHICLE SUPPLIES	262.52
						<b>Total : 262.52</b>
136346	4/24/2024	13061 SAN DIEGO HUMANE SOCIETY &	APR-24	54472	ANIMAL CONTROL SERVICES	36,794.00
						<b>Total : 36,794.00</b>
136347	4/24/2024	14881 SANCON TECHNOLOGIES, INC.	1 1R-CIP2023-20	54600	CITYWIDE CMP LINING AND REHA RETENTION #1 CIP 2023-20	13,485.00 -674.25
						<b>Total : 12,810.75</b>
136348	4/24/2024	13171 SC COMMERCIAL, LLC	2613086-IN	54395	DELIVERED FUEL	800.50
						<b>Total : 800.50</b>
136349	4/24/2024	14523 SCA OF CA, LLC	158015PS	54396	STREET SWEEPING SVCS	29,941.58
						<b>Total : 29,941.58</b>
136350	4/24/2024	12223 SITEONE LANDSCAPE SUPPLY LLC	138890136-001 139289370-001 139559826-001	54420 54420 54420	IRRIGATION PARTS IRRIGATION PARTS IRRIGATION PARTS	129.04 596.11 130.10

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Voucher List  
CITY OF SANTEE

Bank code : ubgen



Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136350	4/24/2024	12223 SITEONE LANDSCAPE SUPPLY LLC	(Continued) 139902094-001 139970097-001	54420 54420	IRRIGATION PARTS IRRIGATION PARTS	981.77 27.43 <b>Total : 1,864.45</b>
136351	4/24/2024	10837 SOUTHWEST TRAFFIC SIGNAL	83305 83306 83307 83308 83309 83309-Z2 83309-Z5	54465 54465 54465 54447 54447 54447 54447	TRAFFIC SIGNAL MAINTENANCE USA MARKOUTS TRAFFIC SIGNAL SERVICE CALLS DIG ALERTS TRAFFIC SIGNAL - EXTRA WORK Z TRAFFIC SIGNAL - EXTRA WORK Z TRAFFIC SIGNAL - EXTRA WORK Z	4,446.29 313.95 3,668.76 575.00 320.00 857.21 360.00 <b>Total : 10,541.21</b>
136352	4/24/2024	14240 SPICER CONSULTING GROUP	1559	54687	ASSMNT ENG & CFD SVCS FY 23-2	2,763.56 <b>Total : 2,763.56</b>
136353	4/24/2024	11403 ST JOHN, LYNNE	05012024-78		MEADOWBROOK HARDSHIP PROC	135.37 <b>Total : 135.37</b>
136354	4/24/2024	10217 STAPLES ADVANTAGE	6000850875 6000850876 6001037744	54403 54402 54403	STAPLES OFFICE SUPPLIES - P&B, E STAPLES OFFICE SUPPLIES	87.82 140.11 26.06 <b>Total : 253.99</b>
136355	4/24/2024	10119 STEVEN SMITH LANDSCAPE INC	299 303 307 - REVISED 53142	54405 54451 54406 54405	A 1 LANDSCAPE SERVICES A 2 LANDSCAPE SERVICES A 3 LANDSCAPE SERVICES A1 LANDSCAPE SERVICES	57,843.51 21,413.45 13,047.55 14,897.00 <b>Total : 107,201.51</b>
136356	4/24/2024	10572 SUNBELT RENTALS INC	150780015-0001	54418	EQUIPMENT RENTAL	1,669.74 <b>Total : 1,669.74</b>
136357	4/24/2024	13451 TELEFLEX FUNDING LLC	9508239537	54408	EMS SUPPLIES	972.76 <b>Total : 972.76</b>
136358	4/24/2024	10250 THE EAST COUNTY	00140790		NOTICE OF PUBLIC HEARING - NE\	196.00

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Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136358	4/24/2024	10250 10250 THE EAST COUNTY	(Continued)			<b>Total : 196.00</b>
136359	4/24/2024	10515 THE SAN DIEGO UNION - TRIBUNE	0585265		PUBLIC HEARING - CANNABIS RET	557.90
						<b>Total : 557.90</b>
136360	4/24/2024	11882 THOMPSON, ZANE	034474		EMPLOYEE REIMBURSEMENT	194.84
						<b>Total : 194.84</b>
136361	4/24/2024	10165 TRAD AM ENTERPRISES INC	4150		INSTRUCTOR PAYMENT	477.00
						<b>Total : 477.00</b>
136362	4/24/2024	10133 UNDERGROUND SERVICE ALERT	23-2425217 320240697	54481 54481	DIG ALERT SERVICES - STATE FEE DIG ALERT - MONTHLY TICKETS	57.68 155.25
						<b>Total : 212.93</b>
136363	4/24/2024	10642 USPS-POC	04162024		POSTAGE REIMBURSEMENT	939.51
						<b>Total : 939.51</b>
<b>81 Vouchers for bank code : ubgen</b>						<b>Bank total : 619,900.47</b>
<b>81 Vouchers in this report</b>						<b>Total vouchers : 619,900.47</b>

Prepared by:   
 Date: 4-24-24  
 Approved by:   
 Date: 4/24/24

**MEETING DATE** May 8, 2024

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AWARDING THE TRAFFIC SIGNAL AND COMMUNICATION SYSTEMS MAINTENANCE CONTRACT TO SOUTHWEST TRAFFIC SIGNAL SERVICE, INC. FOR FISCAL YEAR 2024-25 AND APPROVING A CATEGORICAL EXEMPTION PURSUANT TO THE GUIDELINES OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

**DIRECTOR/DEPARTMENT** Carl Schmitz, Director of Engineering 

**SUMMARY**

This item recommends the award of the Traffic Signal and Communication Systems Maintenance Contract ("Contract") for FY 2024-25 to Southwest Traffic Signal Service, Inc. Santee is part of a four-city consortium which jointly bid the Contract for economy of scale savings. The cities of El Cajon, La Mesa, Lemon Grove, and Santee jointly prepared bid specifications for the Contract, as well as, related construction services and emergency repairs. The City of El Cajon was the lead agency.

A request for contract bids was publicly advertised in March 2024. The bids were opened on April 15, 2024. Southwest Traffic Signal Services, Inc. was deemed the lowest responsive and responsible bidder with a total bid in the amount of \$473,740.40 for the four-city consortium. Based on Southwest Traffic Signal Service, Inc.'s bid, the City of Santee's portion of the four-city contractual work for traffic signals and communication system maintenance is estimated to be \$110,880.08 for FY 2024-25.

Staff recommends finding Southwest Traffic Signal Service, Inc. to be the lowest responsive and responsible bidder and awarding the contract in the amount of \$110,880.08 and authorizing the City Manager to sign the contract and up to four annual contract extensions, subject to the San Diego Area Consumer Price Index (CPI) increases up to 5%. Staff also requests authorization to allow the Director of Engineering to execute change orders up to \$11,088 (10%) for unforeseen emergency repair work for FY 2024-25 and each annual contract extension with CPI increases. Southwest Traffic Signal Service, Inc. is the current signal maintenance contractor for the City and has been performing satisfactorily.

**ENVIRONMENTAL REVIEW**

This item is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Section 15301 - Class 1 Exemption.

**FINANCIAL STATEMENT** 

This item is contingent on the approval of the FY 2024-25 Gas Tax Budget. The proposed FY 2024-25 Gas Tax Fund budget includes \$150,000.00 for the maintenance of traffic signals and communication systems, unforeseen emergency work such as traffic signal knockdowns, and replacement of traffic signal equipment. The contract and change order amounts are within the proposed budget.





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

**RECOMMENDATION** *KV form B*

Adopt the attached Resolution:

1. Awarding the Traffic Signal and Communication Systems Maintenance Contract to Southwest Traffic Signal Service, Inc. in the amount of \$110,880.08 for FY 2024-25; and
2. Authorizing the City Manager to sign the contract on behalf of the City for FY 2024-25 and up to four annual contract extensions with an annual CPI increase up to 5%; and
3. Authorizing the Director of Engineering to execute change orders up to \$11,088.00 (10%) for FY 2024-25 and for each annual contract extension with CPI increases; and
4. Approving a Categorical Exemption pursuant to the California Environmental Quality Act.

**ATTACHMENT**

Resolution  
Bid Results

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
AWARDING THE TRAFFIC SIGNAL AND COMMUNICATION SYSTEMS  
MAINTENANCE CONTRACT TO SOUTHWEST TRAFFIC SIGNAL SERVICE, INC.  
FOR FISCAL YEAR 2024-25 AND APPROVING A CATEGORICAL EXEMPTION  
PURSUANT TO THE GUIDELINES OF THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, the City Council of the City of Santee, California, has determined that the use of private companies to perform traffic signal maintenance throughout the City is in the best interests of the citizens of Santee; and

**WHEREAS**, bids for the contract for Traffic Signal and Communication Systems Maintenance for the four-city consortium of El Cajon, La Mesa, Lemon Grove, and Santee were publicly opened on April 15, 2024; and

**WHEREAS**, Southwest Traffic Signal Service, Inc. was the lowest responsible and responsive bidder; and

**WHEREAS**, the City of Santee's portion of the four-city contractual work is estimated to be \$110,880.08 for FY 2024-25; and

**WHEREAS**, the contract for FY 2024-25 will begin on July 1, 2024 and end on June 30, 2025; and

**WHEREAS**, \$150,000.00 is included in the proposed FY 2024-25 Santee Gas Tax Fund budget for the contract work; and

**WHEREAS**, staff recommends awarding the contract to Southwest Traffic Signal Service, Inc., totaling \$110,880.08; and

**WHEREAS**, staff requests authorization for the Director of Engineering to execute change orders up to \$11,088.00 for unforeseen additional work that could include emergency and construction-related work involving signal knockdowns, equipment replacement, and rewiring; and

**WHEREAS**, the Traffic Signal and Communications Systems Maintenance Contract may be extended on a year-to-year basis, not to exceed four additional years, upon mutual agreement between the City and the Contractor; and

**WHEREAS**, Staff requests authorization for the City Manager to sign up to four additional annual contract extensions and for the Director of Engineering to approve change orders with annual increases based on San Diego Area Consumer Price Index (CPI) percentage up to 5%; and

**WHEREAS**, it is anticipated that there will be sufficient Gas Tax funds in future budgets for the contract extensions; and

**WHEREAS**, the Traffic Signal and Communication Systems Maintenance Contract is categorically exempt from environmental review pursuant to Section 15301- Class 1, of the Guidelines of the California Environmental Quality Act, which provides an exemption for repair, operation and maintenance of existing public structures.

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

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

**SECTION 1:** This project is exempt from the requirements of the California Environmental Quality Act pursuant to Section 15301 – Class 1 of the State CEQA Guidelines. Staff is directed to file a Notice of Exemption as provided by law.

**SECTION 2:** The Traffic Signal and Communication Systems Maintenance Contract is awarded to Southwest Traffic Signal Service, Inc. as the lowest responsive and responsible bidder in the amount of \$110,880.08 for FY 2024-25 and the City Manager is authorized to execute the Contract Agreement on behalf of the City.

**SECTION 3:** The City Manager is authorized to execute up to four annual contract extensions with an annual CPI increase up to 5%.

**SECTION 4:** The Director of Engineering is authorized to approve change orders in an amount not to exceed \$11,088.00 (10%) for unforeseen items and additional work in FY 2024-25 and for each annual contract extension with increases based on the CPI increase of the contract extension.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 8<sup>th</sup> day of May 2024, by the following roll call vote to wit:

**AYES: HALL, KOVAL, MCNELIS, MINTO, TROTTER**

**NOES: NONE**

**ABSENT: NONE**

**APPROVED:**

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

**ATTEST:**

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

**BID SUMMARY**

**ANNUAL TRAFFIC SIGNAL AND COMMUNICATION STYSTEMS**


**MAINTENANCE CONTRACT**

**BIDS OPENED ON April 15, 2024**

1) Southwest Signal Services, Inc.	\$ 473,740.40
2) Yunex Traffic LLC	\$ 485,616.00
3) Bear Electrical	\$ 496,378.50
<b>Engineer's Estimate:</b>	<b>\$ 450,000.00</b>
Santee's portion:	\$ 110,880.08

**MEETING DATE** May 8, 2024

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA PROHIBITING PARKING OF VEHICLES OVER EIGHT FEET IN HEIGHT BETWEEN THE HOURS OF 12 AM AND 6 AM ON RAILROAD AVENUE

**DIRECTOR/DEPARTMENT** Carl Schmitz, Engineering Director 

**SUMMARY**

This is a City-initiated request in response to complaints regarding the parking of large vehicles for extended periods of time on Railroad Avenue between Mission Gorge Road and SR 52. Some of the vehicles identified have inhabitants resulting in litter and storm water violations. Residents desire restricting overnight parking to reduce the number of vehicles stored on the street for extended periods.

Per the California Vehicle Code Section 22507, a local authority may by resolution restrict parking of vehicles that are six feet or more in height during certain hours of the day.

Staff recommends installing “No Parking” signs that prohibit parking of vehicles over eight feet in height between the hours of 12 AM and 6 AM to discourage storage of large vehicles in the area, as shown on the attached map. Enforcement would be conducted by the City’s Code Enforcement staff, and the Sheriff’s Department.

**ENVIRONMENTAL REVIEW**

Categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Section 15301 - Class 1 Exemption.

**FINANCIAL STATEMENT** 

Staff estimates the total cost to purchase and install the “No Parking” signs will be \$3,000.00. Funding for the installation is included in the adopted fiscal year 2023-24 Gas Tax Fund operating budget.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** 

Adopt the attached Resolution prohibiting parking of vehicles over eight feet in height from the hours of 12 AM to 6 AM on Railroad Avenue and authorizing the installation of signs providing notice of the restriction.

**ATTACHMENT**

Resolution, with Location of Restriction attached as Exhibit “A”



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
PROHIBITING PARKING OF VEHICLES OVER EIGHT FEET IN HEIGHT FROM THE HOURS  
OF 12 AM TO 6 AM ON RAILROAD AVENUE**

**WHEREAS**, City Council has received a number of complaints from City residents about large vehicles that remain parked on Railroad Avenue between Mission Gorge Road and SR 52 for extended periods of time without moving, some of which are inhabited and as a result contribute to concerns about excess litter and violations of applicable storm water regulations; and

**WHEREAS**, this street is located within the City of Santee; and

**WHEREAS**, California Vehicle Code Section 22507 allows a local agency, by ordinance or resolution, to prohibit or restrict the stopping, parking, or standing of vehicles, including, but not limited to, vehicles that are six feet or more in height, on certain streets or highways, or portions thereof, during all or certain hours of the day; and

**WHEREAS**, prohibiting vehicles over eight feet in height to park on this portion of Railroad Avenue between the hours of 12:00 AM and 6 AM will help reduce risks associated with the long-term storage of large vehicles on a public street.

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

It is hereby prohibited to park a vehicle over eight feet in height between the hours of 12:00 AM and 6:00 AM on Railroad Avenue as shown on the map attached hereto as Exhibit "A". City staff is authorized to purchase and install signs providing notice of this restriction.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 8<sup>th</sup> day of May 2024, by the following roll call vote to wit:

- AYES: HALL, KOVAL, MCNELIS, MINTO, TROTTER**
- NOES: NONE**
- ABSENT: NONE**

**APPROVED:**

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

**ATTEST:**

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

Exhibit A – Location of Parking Restriction

# Exhibit A - Location of Parking Restriction



**MEETING DATE** May 8, 2024

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, APPROPRIATING TRANSPORTATION DEVELOPMENT ACT FUNDS FOR THE CLOCK TOWER IN TROLLEY SQUARE

**DIRECTOR/DEPARTMENT** Carl Schmitz, Engineering 

**SUMMARY**

In the past, the City has utilized Transportation Development Act (TDA) funds to perform upgrades and maintenance to the clock tower at the transit station in Trolley Square. These funds are from a legacy program and are limited to making improvements to and maintaining transit facilities. Past work included the replacement of the LED sign panels and maintenance of the clocks which serve the transit station.

The City currently has \$4,240 in TDA funds appropriated for the maintenance and upgrades to the clock tower. This item requests the appropriation of the remaining \$953 in legacy TDA funds for a total of \$5,193. The funds will be used to service the clocks and upgrade the lighting to LED on the clock tower.

**ENVIRONMENTAL REVIEW**

This item is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Section 15301 - Class 1 Exemption.

**FINANCIAL STATEMENT** 

The remaining TDA funds of \$953 are available to be appropriated for transit related use. This project qualifies for this use.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** 

Adopt the attached Resolution:

1. Appropriating the remaining \$953 in TDA funds for the maintenance of the clocks of the clock tower at the transit station in Trolley Square; and

**ATTACHMENT**

Resolution



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
APPROPRIATING TRANSPORTATION DEVELOPMENT ACT FUNDS FOR THE  
CLOCK TOWER IN TROLLEY SQUARE**

**WHEREAS**, the City maintains and performs upgrades to the clock tower that serves the transit station in Trolley Square; and

**WHEREAS**, the clocks on the clock tower are in need of service and staff are recommending changing lighting to LED; and

**WHEREAS**, Transportation Development Act (TDA) funds are eligible for this purpose; and

**WHEREAS**, there is \$953 available for appropriation in the TDA fund.

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

**Section 1.** Appropriate Transportation Development Act (TDA) funds in the amount of \$953 to service the clocks and upgrade the lighting to LED for the clock tower at the transit station in Trolley Square.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 8<sup>th</sup> day of May 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** May 8, 2024

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, APPROVING THE APPROPRIATION OF \$25,000 TO THE PLANNING DEPARTMENT FISCAL YEAR 2023-2024 OPERATING BUDGET TO FUND THE PREPARATION OF A WATER SUPPLY ASSESSMENT BY THE PADRE DAM MUNICIPAL WATER DISTRICT FOR ENVIRONMENTAL WORK RELATED TO THE TOWN CENTER SPECIFIC PLAN UPDATE

**DIRECTOR/DEPARTMENT** Sandi Sawa / Planning & Building Department 

**SUMMARY**

This item requests that the City Council authorize the appropriation of \$25,000 from the General Fund Reserves to the Planning Department Fiscal Year 2023-2024 Operating Budget for the preparation of a Water Supply Assessment by the Padre Dam Municipal Water District (Padre Dam) to support environmental work related to the Program Environmental Impact Report (EIR) under preparation for the Town Center Specific Plan Update.

On November 8, 2023, the City Council was presented the draft Town Center Specific Plan (project) along with a schedule for the preparation of the corresponding EIR. Significant progress has been made on the preparation of the EIR by the City's environmental consultant, Helix Environmental, Inc. Staff reviewed the first administrative draft received on March 11, 2024 and determined, through consultation with the City Attorney's Office, that a Water Supply Assessment (WSA) would be needed. As the project is located within the Padre Dam service area, the WSA would need to be prepared by Padre Dam. On March 18, 2024, the City made a formal agency-to-agency request to Padre Dam for preparation of a WSA in accordance with California Public Resources Code Section 15155 and Water Code Section 10910-10915 (Exhibit A).

In coordination with the Planning and Building Department and Padre Dam, on April 22, 2024, the City received a scope of work and fee from Padre Dam for preparation of a WSA (Exhibit B). The estimated cost to prepare the WSA is \$25,000. This amount would fund the Padre consultant costs and Padre Dam staff costs for the review, processing, and Board action. This is an unanticipated cost that was not budgeted with the scope of work for the project EIR. The WSA is a critical component of the EIR and for future water supply determinations in the City. The project schedule has been modified and is attached (Exhibit C). The requested appropriation per the attached resolution is for an amount not to exceed \$25,000. Because the total for the subject agency-to-agency contract is less than \$50,000, the City Manager is authorized to execute the contract under Santee Municipal Code Section 3.24.180(A)(3).

**ENVIRONMENTAL REVIEW**

This agreement is not subject to the California Environmental Quality Act (CEQA) because it is not a "project" pursuant to Public Resources Code Section 21065 and CEQA Guidelines Section 15378, as it involves an administrative activity of government without the potential of a significant impact on the environment.



**FINANCIAL STATEMENT** *dy*

Funding of \$25,000 for the Water Supply Assessment will be provided by the General Fund Reserves and appropriated to the Planning Department Fiscal Year 2023-24 Operating Budget.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *dy for MB*

Adopt the attached Resolution approving an appropriation of \$25,000 to the Planning Department Budget from General Fund reserves.

**ATTACHMENT**

- Exhibit A: WSA Request Letter to Padre Dam
- Exhibit B: Padre Dam WSA Scope of Work & Fee
- Exhibit C: Updated EIR Schedule
- Resolution

# EXHIBIT A



PLANNING & BUILDING DEPARTMENT

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

March 18, 2024

Lewis Clapp, Engineering Manager  
Padre Dam Municipal Water District  
9300 Fanita Pkwy, Santee, CA 92071

Subject: Request for Water Supply Assessment

Dear Mr. Clapp:

The City of Santee is preparing a comprehensive update to its Town Center Specific Plan (TCSP), including updates to the Arts and Entertainment Neighborhood, and development of concept plans for four strategic Housing Element sites (Figure 1). The update would allow development to occur in the TCSP area shown in Figure 1 per the projections provided in the tables included on the following page. Table 1 represents the complete buildout of the TCSP; the projections for the AEN (Table 2) and four Housing Element sites (Table 3) are sub-geographies fully contained within the TCSP area and Table 1 projections. These development potentials are consistent with adopted plans and zoning, including the recently approved Housing Element, approved in October 2022. However, we understand not all of this development may have been anticipated in the most recent Urban Water Management Plan.

Because the project is located within the Padre Dam Municipal Water District service area and the projected buildout may not have been previously considered by the District, we are requesting a Water Supply Assessment in accordance with California Public Resources Code Section 15155 and Water Code Section 10910 - 10915. Please include in your analysis a discussion of whether the recent applicable Urban Water Management Plan addresses the proposed project water use, availability of both the potable and recycled water supplies during normal, single dry, and multiple dry water years during a 20-year projection, and potential impacts of its use on water availability and reliability.

Staff is prepared to work with you to ensure you have the information necessary to complete the assessment in a timely manner. Currently, we anticipate releasing the public review draft EIR in June 2024, and the requested Water Supply Assessment should be included within the public review draft EIR. If you have any questions, please contact me at 619-258-4100 ext. 160.

Sincerely,

A handwritten signature in blue ink that reads "M. Coyne".

Michael Coyne  
Principal Planner



**TCSP Area Development Potential Tables**

**Table 1  
TCSP Buildout Summary**









	<b>Existing Non-residential Buildings (SF)</b>	<b>Existing Dwelling Units</b>	<b>Potential Non-residential Buildings (SF)</b>	<b>Minimum Allowable Number of Dwelling Units</b>	<b>Maximum Allowable Number of Dwelling Units</b>	<b>State Density Bonus Assumptions</b>	<b>Total Dwelling Units</b>
<b>TCSP Totals</b>	1,756,567	814	3,905,431	2,622	3,441	513	3,954

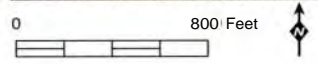
**Table 2  
Arts and Entertainment Neighborhood Buildout Summary**

	<b>Existing Non-residential Buildings (SF)</b>	<b>Existing Dwelling Units</b>	<b>Potential Non-residential Buildings (SF)</b>	<b>Minimum Allowable Number of Dwelling Units</b>	<b>Maximum Allowable Number of Dwelling Units</b>	<b>State Density Bonus Assumptions</b>	<b>Total Dwelling Units</b>
<b>AEN Totals</b>	607,371	300	2,399,474	1,225	1,482	298	1,780

**Table 3-3  
Four Housing Element Sites Buildout Summary**

<b>Site</b>	<b>Land Use Designation</b>	<b>Allowed Density Range</b>	<b>Existing Non-residential Buildings (S.F.)</b>	<b>Existing Dwelling Units</b>	<b>Potential Non-Residential Buildings (S.F.)</b>	<b>Mixed Use Overlay Assumption</b>	<b>Minimum Allowable Number of Dwelling Units</b>	<b>Maximum Allowable Number of Dwelling Units</b>	<b>State Density Bonus Assumption</b>	<b>Total Dwelling Units</b>
16A	TC-R-30	30-36 DU/AC	N/A	N/A	181,482	10%	333	400	120	520
16B	TC-R-14	14-22 DU/AC	N/A	N/A	90,012	10%	121	189	N/A	189
20A	TC-R-22	22-30 DU/AC	N/A	N/A	118,157	10%	171	233	70	303
20B	TC-R-30	30-36 DU/AC	N/A	N/A	N/A	N/A	300	360	108	468
<b>HE Sites Totals</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>389,651</b>	<b>N/A</b>	<b>925</b>	<b>1,182</b>	<b>298</b>	<b>1,480</b>

-  Proposed Santee Town Center Specific Plan
-  Proposed Arts and Entertainment Neighborhood
-  Site 16A
-  Site 16B
-  Site 20A
-  Site 20B
-  Current Santee Town Center Specific Plan
-  Current Art and Entertainment Boundary



Source: Aerial (SanGIS, 2023)

# EXHIBIT B

## Padre Dam WSA Scope of Work and Fee

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**From:** Lewis Clapp <lclapp@padre.org>  
**Sent:** Monday, April 22, 2024 1:18 PM  
**To:** Michael Coyne  
**Cc:** 'Yara Fisher'; Sandi Sawa  
**Subject:** RE: Citywide 2022 Housing Element Zone Changes

Hi Michael,

I received a scope and fee for the WSA from our consultant. Listed below is the main scope item regarding the WSA.

- Water Supply Assessment
  - California law requires water districts to prepare a SB 610 Water Supply Assessment (WSA) for large development projects of 500 or more dwelling units, or projects with equivalent water use. The WSA demonstrates that the agency has sufficient water supply to serve the development for the next 20 years during average year, dry year, and sequential dry-year scenarios.
  - HDR will prepare a WSA for the TCSP and submit it to the District for approval. The WSA will be prepared in conformance with the requirements of the SB 610 legislation and will rely on water supply reliability findings from the District and San Diego County Water Authority 2020 UWMP documents.
  - To complete the necessary WSA, the following tasks are proposed.
    - Review TCSP project components and calculate associated water demands using water unit factors from the District UWMP and/or 2020 Comprehensive Facility Master Plan
    - Review the City of Santee updated Housing Element, focusing on the TCSP area
    - Document changes in land use and housing density between the TCSP components, City of Santee Housing Element, and the District 2020 UWMP
    - Summarize potable and recycled water demands for the TCSP and identify associated demands anticipated within the District 2020 UWMP.
    - Summarize currently available water supply sources and potential water supply sources
    - Prepare water demand and supply reliability tables under normal, single dry, and multiple dry water years over a 20-year projection in five year increments
    - Provide mitigation strategies to supply unanticipated demands, if necessary including appropriate and required statements regarding the limits of this report in terms of the committing the District to provide service to the proposed TCSP.
- Deliverables: Prepare and submit to the District a draft WSA in electronic pdf format. HDR will participate in one conference call or virtual meeting to review comments with the District. Based on District input and review comments, HDR will prepare and submit a final technical memorandum. HDR will also attend one District Board meeting for adoption of SB 610 WSA to address any questions that may arise. Respond to additional comments or concerns by the District staff or Board.

The total fee for the preparation is \$21,130 which will need to be paid prior to starting the work. Please review and let me know if there is anything that you want specifically added or deleted from the scope and I can review and revise as necessary.

Thanks,

### **Lewis Clapp, PE**

Engineering Manager

Padre Dam Municipal Water District

619.258.4640 (D) 619.323.9344 (M)

[lclapp@padre.org](mailto:lclapp@padre.org) | [www.padredam.org](http://www.padredam.org)

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**From:** Lewis Clapp <lclapp@padre.org>  
**Sent:** Thursday, April 25, 2024 2:54 PM  
**To:** Michael Coyne  
**Cc:** 'Yara Fisher'; Sandi Sawa; Chris Luna  
**Subject:** RE: Citywide 2022 Housing Element Zone Changes

Hi Michael,

We will provide the same table you provided to us outlining the number of dwelling units for each of the 4 parcels, including the density bonus. I'll ask that the City confirm the description of the specific plan amendment and the tables showing the land use and associated densities. The WSA will need to go to our Board for approval before can finalize but we should have a draft results prior to June 17<sup>th</sup>. I don't think we would circulate that draft as part of the EIR, but I could share the preliminary results with the City so you know if there are any issues or potential mitigation measures. The earliest I would be able to get to our Board for approval is min-June so I will request the 30-day extension. I can get some of the paperwork started with our consultant but would not be able to have them proceed without payment. I would request a deposit of \$25K to cover the consultant costs and staff costs for the review, processing, and Board action. Please let me know if you have any other questions.

Thanks,

**Lewis Clapp, PE**

Engineering Manager

Padre Dam Municipal Water District

619.258.4640 (D) 619.323.9344 (M)

[lclapp@padre.org](mailto:lclapp@padre.org) | [www.padredam.org](http://www.padredam.org)

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## EXHIBIT C

### Town Center Specific Plan Update Program Environmental Impact Report (EIR) Schedule

TASK	DURATION	DATE
NOP circulated/scoping meeting	6 weeks	Sep/Oct 2023
IM provides traffic data to team	4 weeks	January 2, 2024
Final City comments on initial sections	2 weeks	January 12, 2023
Transportation Report provided to HELIX	2 weeks	January 15, 2024
Alternatives "Approved" by City	3 weeks	February 6, 2024
Technical Reports prepared	6 weeks	February 26, 2024
HELIX submits 1 <sup>st</sup> Admin Draft EIR	2 weeks	March 11, 2024
City requests WSA from PDMWD	1 day	March 18, 2024
City review of 1 <sup>st</sup> Admin Draft EIR	4 weeks	April 12, 2024
HELIX submits 2 <sup>nd</sup> Admin Draft EIR	4 weeks	May 10, 2024
City review of 2 <sup>nd</sup> Admin Draft EIR	4 weeks	June 7, 2024
WSA Provided/Approved BY PDMWD Board	90 days*	June 17, 2024
HELIX prepares Public Review Draft EIR	3 weeks	July 8, 2024
EIR published + 45 day review period	7 weeks	August 26, 2024
HELIX prepares RTCs/Admin Final EIR	4 weeks	September 23, 2024
City Reviews Admin Final EIR	3 weeks	October 14, 2024
HELIX prepares Final EIR	2 weeks	October 28, 2024
Public Hearings	4 to 6 weeks	Nov/Dec 2024

\*PDMWD indicates they may request 30-day extension, which may push schedule an additional month.

NOTES: Helix is the environmental consultant preparing Environmental Impact Report (EIR). NOP is Notice of Preparation. IM is Intersecting Metrics, the traffic engineering firm for the project. PDMWD is Padre Dam Municipal Water District. WSA is Water Supply Assessment.

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,  
CALIFORNIA, APPROVING THE APPROPRIATION OF \$25,000 TO THE PLANNING  
DEPARTMENT FISCAL YEAR 2023-2024 OPERATING BUDGET TO FUND THE  
PREPARATION OF A WATER SUPPLY ASSESSMENT BY THE PADRE DAM  
MUNICIPAL WATER DISTRICT FOR ENVIRONMENTAL WORK RELATED TO THE  
TOWN CENTER SPECIFIC PLAN UPDATE**

**WHEREAS**, On November 8, 2023 the City Council was presented the draft updated Town Center Specific Plan (project) and with a schedule of work for the corresponding Program Environmental Impact Report (EIR) being prepared by Helix Environmental, Inc. (consultant); and

**WHEREAS**, on March 11, 2024 the City received the first administrative draft EIR for the project from the consultant; and

**WHEREAS**, upon review by City staff and through consultation with the consultant and City Attorney's Office, it was determined that a Water Supply Assessment (WSA) would be necessary for the project; and

**WHEREAS**, on March 18, 2024, the City made a formal agency-to-agency request to Padre Dam Municipal Water District (Padre Dam) for preparation of a WSA in accordance with California Public Resources Code Section 15155 and Water Code Section 10910-10915; and

**WHEREAS**, on April 22, 2024, the City received a scope of work and fee from Padre Dam for preparation of a WSA with an estimated cost to prepare the WSA of \$25,000; and

**WHEREAS**, the cost to prepare the WSA for the project is an unanticipated cost that was not budgeted with the scope of work for the project EIR; and

**WHEREAS**, the WSA is a critical component of the project EIR and for future water supply determinations in the City; and

**WHEREAS**, City staff now requests the appropriation of City funds in the amount of \$25,000 from the General Fund Reserves to the Planning Department Fiscal Year 2023-2024 Operating Budget for the preparation of a WSA for the project; and

**WHEREAS**, the Planning & Building Director will execute a contract with Padre Dam for preparation of a WSA for the project; and

**WHEREAS**, because the total for the subject agency-to-agency contract is less than \$50,000, the City Manager is authorized to execute the contract under Santee Municipal Code section 3.24.180(A)(3).

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

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

**Section 1.** The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

**Section 2.** The appropriation of \$25,000 to the Planning Department Fiscal Year 2023-2024 Operating Budget from General Fund reserves for the preparation of a WSA for the project is hereby approved.

**Section 3.** The action is not a project subject to the California Environmental Quality Act ("CEQA") per CEQA Guidelines Section 15378 as it involves an administrative activity of government without the potential of a significant impact on the environment.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 8th day of May 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** May 8, 2024

**ITEM TITLE** AUTHORIZE THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR CONCESSION SERVICES AT MAST PARK WITH THE DOG HAUS DISC GOLF SHOP, LLC

**DIRECTOR/DEPARTMENT** Nicolas Chavez, Community Services *HH for NC*

**SUMMARY**

On September 28, 2022, the City entered into an agreement with The Dog Haus Disc Golf Shop, LLC for Concession Services at Mast Park. Since opening, approximately \$28,000 in rent and revenue has been received by the City.

The Parties have agreed to amend the Agreement to change the Compensation formula, extend the Term of Agreement and add Additional Work as follows:

- Contractor will pay to the City, through June 30, 2025: \$400 monthly rent and 5% of total gross sales per month.
- An increase of 2%, from 5% to 7%, of gross sales will occur July 1, 2025, and will continue for the duration of the Agreement. As such, Contractor will pay to the City, From July 1, 2025, onward: \$400 monthly rent and 7% total gross sales per month.
- The City exercises its extension option of an additional five (5) years through June 30, 2029.
- One additional extension option of an additional five (5) years is added to the Agreement, which City can exercise by giving Contractor written notice by or before May 31, 2029.
- If Contractor desires to obtain all applicable state and local licenses, and Director of Community Services approves, Contractor may sell alcoholic beverages in the park.
- As allowable by City's laws and policies, Contractor may apply to install and maintain, at own expense, no more than three (3) light pole banners on preapproved light poles throughout park, with prior approval of design or concept by the Director of Community Services.

**FINANCIAL STATEMENT** *HH*

Although there may be a decrease in revenue with the new Compensation formula, staff believe the new formula will allow for long-term success and stability of the business and continued activation of the area of the park.

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

**RECOMMENDATION** *HH for MB*

Authorize the City Manager to execute the first amendment to the Professional Services Agreement for Concession Services at Mast Park with The Dog Haus Disc Golf Shop, LLC.

**ATTACHMENT**

First Amendment to the Professional Services Agreement with The Dog Haus Disc Golf Shop, LLC.



**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND  
BETWEEN CITY OF SANTEE AND  
THE DOG HAUS DISC GOLF SHOP, LLC**

**THIS FIRST AMENDMENT** (“Amendment”) is made and entered into as of \_\_\_\_\_, 2024, by and between the City of Santee, a California charter city (“City”) and The Dog Haus Disc Golf Shop, LLC, a California Limited Liability Company with its principal place of business at 3826 Costa Bella Way, La Mesa, CA 91941 (“Contractor”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with respect to following facts and purposes:

A. On September 28, 2022, the City and Contractor entered into an Agreement for Concession Services at Mast Park (“the Project”).

B. City and the Contractor desire to amend the Agreement to change Compensation formula, extend the Term of Agreement, and add Additional Work.

C. This Amendment is authorized pursuant to Section 15 of the Agreement.

2. In consideration of the Recitals and mutual covenants and conditions set forth in this Amendment, and for other good and valuable consideration, the Parties agree as follows:

A. SERVICES: Exhibit ‘A’ of the Agreement is hereby amended and replaced by [Exhibit “A”](#) Scope of Services (AMENDED), attached to this Amendment and incorporated into this Amendment by this reference.

B. COMPENSATION: Exhibit ‘B’ of the Agreement is hereby amended to change the formula paid for services rendered by Contractor pursuant to the Agreement. The Schedule of Charges set forth in [Exhibit “B”](#) of the Agreement is hereby amended and replaced by [Exhibit “B”](#) Schedule of Charges (AMENDED), attached to this Amendment and incorporated into this Amendment by this reference.

C. OPTION TO EXTEND: The City hereby exercises its extension option pursuant to Section 4 of the Agreement, extending the Agreement for an additional five (5) years through June 30, 2029. Additionally, the Parties hereby grant City another option to extend the Agreement, in the City’s sole discretion, for an additional five years, which City can exercise by giving Contractor written notice by or before May 31, 2029.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first written above.

**CITY OF SANTEE**

**THE DOG HAUS DISC GOLF SHOP, LLC**

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

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

Marlene Best, City Manager

Brentt Genton

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

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

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

Loren Arce

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

**APPROVED AS TO FORM:  
BEST BEST & KRIEGER LLP**

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

Shawn Hagerty, City Attorney

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

## EXHIBIT 'A'

### SCOPE OF SERVICES (AMENDED)

The Contractor shall provide or perform the following:

- Contractor shall maintain agreed upon regular business hours and other hours as designated and agreed to with the Director of Community Services or designee ("Director"). Director will notify the Contractor a minimum of 48 hours in advance of special events. Contractor shall observe the park opening and closing hours, provided that Concession operations can be closed and staff departed up to one (1) hour after park closes. Contractor shall provide snack bar/concession services, including offering the popular and standard food and beverage items commonly affiliated with concession stands, as approved by the Director, at the concession building in Mast Park located between the dog park and the first hole of the disc golf course, during these business hours and shall diligently conduct business thereon to produce the best customer service that can be reasonably expected. Contractor shall also offer merchandise including disc golf accessories and equipment, dog accessories and equipment, miscellaneous outdoor recreational accessories and equipment, and miscellaneous first aid equipment.
- Contractor shall provide adequate staff and manage all concession operations.
- Contractor will not be allowed to park vehicles or trailers inside Mast Park, other than parking in the parking lot. However, Contractor will be allowed to temporarily park vehicles adjacent to the concessions building only to load and unload equipment/produce. Failure to comply with park rules may result in the termination of this Agreement.
- Contractor shall maintain the interior and exterior of the concession building and adjacent area in a safe, clean, and sanitary condition during the term of the Agreement. Contractor shall leave the concession building in as good a condition as when received.
- Contractor shall clean and remove all trash-to-trash containers at the concessions building each time Contractor uses the facility.
- Contractor shall provide security for concession area.
- Contractor shall provide the general cleaning of picnic tables adjacent to the concession building during business hours.
- Contractor shall obtain and maintain a current appropriate Health Permit from San Diego County Health Department. Contractor is responsible for payment of Health Permit as required for operation by the San Diego County Health Department. Contractor shall obtain and maintain all other permits and licenses required by law.
- Contractor shall provide all concession equipment to operate the facility per San Diego County Health Standards and provide snack bar/concession services, as approved by the Director.

- Contractor shall furnish at Contractor's own expense all furniture, fixtures and equipment needed for the operation of the concession. Contractor acknowledges that the building has electrical service, but no water or sewer connections.
- Contractor shall maintain all personal property belonging to Contractor in good condition during the term of this Agreement. Any personal property belonging to the City shall not be removed from the concession building by Contractor and shall be surrendered at the end of the term in good condition. Contractor agrees to remove all equipment and personal property belonging to the Contractor at the end of the term without causing damage to the concession building. Any damage to the concession building resulting from the removal of Contractor's personal property/equipment shall be the responsibility of the Contractor to fix at the Contractor's expense.
- Contractor shall keep books and account of the concession operation in a method and form as approved by the Director. Said books and accounts must be open for inspection and audit by Director or Director's authorized agents.
- Contractor shall not permit signs or advertisements to be displayed outside the concession building without first obtaining in writing approval of the Director.
- Contractor shall not make changes in, or alterations, or additions to, or remove any portion, of the building, facility, etc. belonging to the City without first obtaining in writing approval of the Director.
- Contractor will be responsible for any damages whatsoever to City property as applicable when such property is the responsibility or in the custody of the Contractor or its employees.
- Prior to beginning work at the Mast Park concession building, Contractor shall provide to Director documentation of a thorough background check satisfactory to Director for each adult employee assigned to the Mast Park concession. The background check must be performed by a qualified firm who is duly licensed to conduct criminal background checks. The background check will include all of the following:
  - An address history search for each employee for the last ten years; and
  - County Criminal Court records search for each employee who will be assigned to work under the Agreement and for each address in (1), above; and
  - US District Criminal Court records search for each employee who will be assigned to work under the Agreement and for each address listed in (1), above.
- Contractor will assign only those employees who have successfully completed and passed a criminal background check to work under the Agreement. "Passing" shall be defined as employees or agents of Contractor who have not had convictions for any of the following:
  - A serious felony as defined in Section 1192.7(c) of the Penal Code.
  - A violent felony as defined in Section 667.5(c) of the Penal Code.



- Any crime substantially similar to those described above that occurred in another state or jurisdiction.
- Prior to starting any work, Contractor shall certify that it has completed the required background checks by providing the City a new or updated list of all authorized employees who have successfully completed and passed their criminal background checks per the terms of this Agreement. Only persons whose names appear on said certified authorization list will be allowed to perform any work or services on or about any City property or facilities.
- Contractor has been notified and acknowledges that the concession building is located within a FEMA-designated 100-year floodplain and is subject to inundation. Contractor shall hold City harmless in the event of flood damage to Contractor's personal property installed or stored in or adjacent to the concession building.
- Contractor has been notified and acknowledges that no vehicle, wheeled trailer, mobile kitchen or similar equipment shall be placed or positioned within 10 feet of concession building.
- Contractor shall maintain insurance against claims resulting from Contractor's use of electrical extension cords, including those covered by cable/cord protectors. Contractor shall not use extension cords to power fixed equipment (appliances, freezers, refrigerators, coolers, cash registers, etc.).
- Contractor shall not operate deep fat fryers or other grease producing equipment utilized indoors without a Commercial Stove Hood and integrated fire protection equipment.
- Contractor may only use gas, coal, charcoal, or similar portable cooking equipment with (1) prior written approval from the Director, (2) City of Santee Fire Department permit(s), and (3) San Diego County Health Department approval.
- Contractor shall also abide by the following:
  - No vending machines may be installed.
  - No tobacco, smoking or vaping materials may be sold or used/consumed in the park.
  - No alcoholic beverages may be sold or used/consumed in the park, **unless and until all applicable state and local licenses are obtained by Contractor and Director of Community Services has approved.**
    - Contractor shall abide by all applicable local and state laws and regulations relating to alcoholic beverages, including but not limited to Alcohol and Beverage Control (ABC) regulations and stipulations.
    - Alcohol content and price point to be approved by the Director of Community Services.
  - ~~No signage is to be posted in or around the park.~~ **If and as allowable by City's laws and policies, Contractor may apply to install and maintain, at own**

expense, no more than three (3) light pole banners on preapproved light poles throughout park, with prior approval of design or concept by the Director of Community Services.

- No styrofoam containers may be used.
- No items in glass containers may be sold.
- All condiments must be in plastic squeeze or pump containers
- Tournament requests are handled outside of this agreement and must be submitted on Park Event Permit application, no less than 30 days prior to requested date. Approval is on a case by case basis, fees to be determined based on impact.

## EXHIBIT 'B'

### SCHEDULE OF CHARGES (AMENDED)

- Contractor will pay to the City, through June 30, 2025:
  - \$400 monthly rent
  - 5% of total gross sales per month
  
- An increase of 2%, from 5% to 7%, of gross sales will occur July 1, 2025, and will continue for the duration of the Agreement. As such, Contractor will pay to the City, from July 1, 2025, onward:
  - \$400 monthly rent
  - 7% of total gross sales per month

**MEETING DATE** May 8, 2024

**ITEM TITLE** REJECTION OF ALL PROPOSALS FOR LANDSCAPE AND HORTICULTURAL MANAGEMENT SERVICES FOR AREA 2 – MEDIANS AND RIGHTS-OF-WAY (ROW) PER PROPOSAL #24/25-40034 AND AREA 3 – LANDSCAPE MAINTENANCE DISTRICTS (LMDs) AND COMMUNITY FACILITIES DISTRICT (CFD 2015-1) PER PROPOSAL #24/25-40035

**DIRECTOR/DEPARTMENT** Nicolas Chavez, Community Services *HH for MC*

**SUMMARY**

The current Agreements for Landscape and Horticultural Management Services for Area 2 – Medians and Rights-of-Way (ROW) and Area 3 – Landscape Maintenance Districts (LMDs) and Community Facility District (CFD 2015-1) will expire on June 30, 2024. In compliance with the City’s purchasing ordinance, Santee Municipal Code 3.24.100, the Finance Department issued two (2) requests for proposals (RFP) for Fiscal Year 2024-25 Landscape and Horticultural Management Services for Area 2 – Medians and Rights-of-Way (ROW) and Area 3 – Landscape Maintenance Districts (LMDs) and Community Facilities District (CFD 2015-1) on March 15, 2024 (RFP #24/25-40034). Proposals were due on April 8, 2024, and one (1) proposal was received for each Area.

Per RFP #24/25-40034 and #24/25-40035, Section 8 General Conditions, the City reserves the right to reject all bids for any or all proposals received in response to this request.

Staff recommends the City Council reject all proposals. The proposals received were non-responsive in meeting the State of California Contractors License requirements at the time of submittal. The current Agreements will expire on June 30, 2024, have a one-time option to extend for a period not to exceed ninety (90) days by giving written notice thereof to Consultant not less than five (5) calendar days before the expiration of Agreement. If needed, staff plans to exercise this option to extend.

**FINANCIAL STATEMENT** *if*

None with this action.

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

**RECOMMENDATION** *yes for MB*

1. Reject all proposals received for RFP #24/25-40034 for Landscape and Horticultural Management Services for Area 2 – Medians and Rights-of-Way (ROW) and Area 3 – Landscape Maintenance Districts (LMDs) and Community Facilities District (CFD 2015-1); and
2. Authorize staff to re-issue Request for Proposals FY #24/25 for Landscape and Horticultural Management Services for Area 2 – Medians and Rights-of-Way (ROW) and Area 3 – Landscape Maintenance Districts (LMDs) and Community Facilities District (CFD 2015-1)

**ATTACHMENT**

None.



**MEETING DATE** May 8, 2024

**ITEM TITLE** MUNICIPAL CODE POLICY WORKSHOP

**DIRECTOR/DEPARTMENT** Sandi Sawa / Planning & Building Department 

**SUMMARY**

The purpose of this workshop is to provide Council with information and seek policy direction on potential revisions to the Santee Municipal Code (“SMC”) in preparation for its annual update, tentatively scheduled for a first reading on May 22, 2024.

Topics for discussion include:

1. Accessory structures: Currently, accessory structures are not allowed to project within the required front and exterior side yard setbacks (SMC Section 13.10.050) At the September 13, 2023, City Council meeting, the City Council directed staff to conduct additional research and return with proposed changes to the SMC”) to allow residential accessory structures in the front and exterior side yard setbacks.

This workshop allows for a discussion on potential changes to accessory structure development standards including, but not limited to, setbacks, building height, square footage, and materials.

2. Privately owned walls within the public right-of-way: This workshop will review the purposes and intended uses of a City right-of-way and current prohibition on the construction of retaining walls by private property owners within a right-of-way and seek confirmation or clarification of the current regulations (SMC Section 8.02.201).

Any potential proposed changes will be included in the first reading of the annual Municipal Code Update which is tentatively scheduled for May 22, 2024.

**ENVIRONMENTAL REVIEW**

This item only seeks input for potential changes to the Santee Municipal Code without any action to enact such changes and, therefore, is not a project under the California Environmental Quality Act (“CEQA”) as defined in Section 15378 of the CEQA Guidelines.

**FINANCIAL STATEMENT**

Staff time spent on this project is supported by departmental budgets and included in the Fiscal Year 2023-24 Operating Budget.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION**   
Receive report and provide direction to staff.

**ATTACHMENT**  
Staff Report



**STAFF REPORT**  
**MUNICIPAL CODE POLICY WORKSHOP**  
**CITY COUNCIL MEETING**  
**May 8, 2024**

**A. BACKGROUND**

At the September 13, 2023 City Council meeting, staff solicited discussion about potential changes to the Santee Municipal Code (SMC) related to front yard accessory structures. Currently, accessory structures are not allowed to project within the required front and exterior side yard setbacks. At this workshop, City Council directed staff to conduct additional research and return with potential changes to the SMC.

**B. OBJECTIVE**

This workshop will provide additional research on front yard accessory structures as well as solicit clarification about the SMC's prohibition on retaining walls within the public right-of-way. No action is proposed with this workshop. Any City Council directed changes will be included in the annual Municipal Code update tentatively scheduled for May 22, 2024. Notice of the workshop was posted on the City's website.

**C. OVERVIEW OF EXISTING SANTEE REGULATIONS**

**Accessory Structures**

**SMC Section 13.10.050 Special Development Criteria**

Pursuant to SMC Section 13.10.050A, detached accessory structures are prohibited in the front yard and exterior side yard setbacks and shall not be placed in front of the main structure. Except as otherwise permitted, front and exterior side yards shall be used only for landscaping, pedestrian walkways, driveways, or off-street parking (SMC 13.10.150H.1.) The purpose of setbacks requirements is to: 1) provide open space and privacy; 2) enhance traffic safety and visibility; 3) provide direct sunlight and ventilation; 4) provide access to and around structures; 5) enhance fire and life safety through adequate building separation; and 6) enhance neighborhood aesthetics by minimizing visual clutter. Accessory structures, as currently defined, include, but are not limited to, unenclosed patio covers, cabanas, garages, carports, and storage buildings.

### **Walls in the Right-of-Way SMC Section 8.02.201 Permit Restrictions**

It is unlawful for any person to install walls, fences, retaining structures, slopes or other modification in the right-of-way, except for what is found on an existing approved building permit specific for that encroachment and/or an approved precise grading and/or plot plan.

However, per SMC 8.02.205 Permit Exemptions E., installation of decorative gravel, sand, rock, mulch, grass, artificial turf that is level with the sidewalk and/or does not exceed 2% slope is allowed.



### **D. POTENTIAL CHANGES TO SANTEE REGULATIONS**

Discussion on allowing accessory structures in the front and exterior side yards, retaining walls in the public right-of-way and special events are summarized on the next page.

#### **Accessory Structures**

#### **SMC Section 13.10.050 Special Development Criteria**

##### Types of Structures:

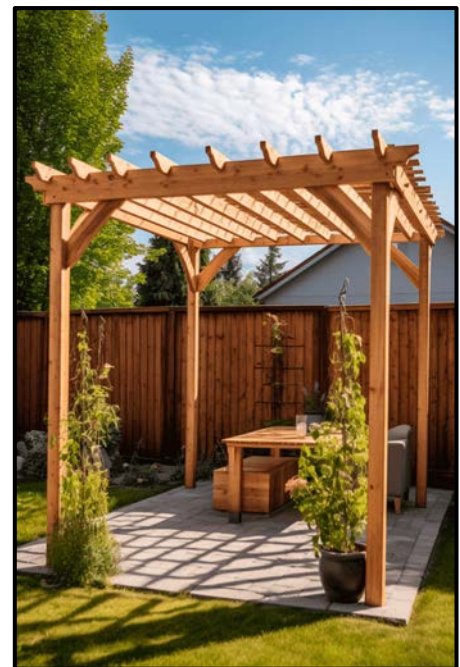
##### Define permanent and temporary accessory structures:

Consider what types of accessory structures could be allowed such as permanent front yard shade structures like patio covers, pergolas, gazebos, cabanas, arbors, and similar ornamental structures.

Discuss whether to allow carports and their relationship with the maximum paving requirement of 50 percent in the front yard.

##### Number of Structures:

Discuss setting a maximum number of allowed accessory structures to minimize visual clutter and maintain open space in the front yard.



Maximum Square Footage:

Discuss the maximum square footage of accessory structures.

Materials:

Discuss the materials for permanent accessory structures, their architectural compatibility and maintenance.

Height:

Discuss the maximum height for an accessory structure.



Rear and Exterior Yard Setbacks:

Discuss minimum setbacks to allow for open space, landscaping, and privacy in the rear and exterior side yards.

Location Considerations:

Discuss compliance with the Building and Fire Codes related to anchoring and building separation.

**Walls in the Right-of-Way**

**SMC Section 8.02.201 Permit Restrictions**

Discussion related to the reservation of the Right-of-way for its intended uses including:

- Existing utilities
- Installation of new utilities (broadband / fiberoptic communications)
- Accessibility improvements (pedestrian ramps, sidewalk widening)
- Signage
- Utility pull box access and maintenance
- Fire hydrant access and maintenance
- Street Light access and maintenance
- Sight visibility cars and pedestrians

**E. STAFF RECOMMENDATION**

Receive report and provide direction to staff.



**MEETING DATE** May 8, 2024

**ITEM TITLE ACCEPTANCE AND APPROPRIATION OF FY 2024 SAN DIEGO RIVER CONSERVANCY GRANT FUNDS AS MATCHING FUNDS FOR A FEMA HAZARDOUS MITIGATION GRANT; AND TO PURCHASE ESSENTIAL EQUIPMENT TO OUTFIT A TYPE 6 FIRE ENGINE, FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT, AND PROVIDE WILDLAND FIREFIGHTING TRAINING**

**DIRECTOR/DEPARTMENT** Justin Matsushita, Fire Chief *AB*

**SUMMARY**

The San Diego River Conservancy (SDRC) is an independent, non-regulatory state agency established to preserve, restore, and enhance the San Diego River Area. The San Diego River Conservancy's mission is accomplished by conserving land, and protecting or providing recreational opportunities, open space, wildlife species and habitat, wetlands, water quality, natural flood conveyance, historical, cultural, and tribal resources, and educational opportunities.

The City of Santee submitted two grant applications to the SDRC for consideration related to wildfire threat mitigation, equipment procurement, and training for fire personnel. The two grants were approved during the March 28, 2024, public meeting of the Governing Board of the SDRC. This item requests City Council accept and appropriate two SDRC grants to improve fire safety in the San Diego River area that runs through the City of Santee.

Grant SDRG-B21-17 is \$907,568 to assist with the grant match requirement for a FEMA Hazardous Mitigation Grant Program (HMGP). The City of Santee applied for HMGP assistance in April 2022, to assist with clearing hazardous fuel loads across 415 acres in the wildland-urban interface in Santee. Fire reduction activities will include thinning out brush, reducing the amount of non-native vegetation and trees, and clearing debris in the San Diego River Watershed.

Grant SDRG-B23-11 is \$210,000 to purchase equipment for a Type 6 fire engine and firefighter personal protective equipment (PPE). The grant also will provide wildland firefighting training for all Santee Fire Department fire personnel. Equipment, PPE, and Training will be reimbursed up to the allocated amount.

**FINANCIAL STATEMENT** *JS*

\$907,568 in SDRC grant funds will be appropriated in the FY 2024-2028 Capital Improvement Program as matching funds for a FEMA Hazardous Mitigation Grant; \$210,000 in SDRC grant funds will be appropriated in the FY 2023-2024 Fire Operating Budget to purchase equipment for a Type 6 Fire Engine, PPE, and wildland firefighting training for all Santee Fire Department personnel.

**CITY ATTORNEY REVIEW**     N/A     Completed



**RECOMMENDATION**

*info for MB*

Accept and appropriate \$907,568 in SDRC grant funds as matching funds for a FEMA Hazardous Mitigation Grant into the FY 2024-28 Capital Improvement Program; and accept and appropriate \$210,000 in SDRC grant funds into the FY 2023-24 Fire Operating Budget to purchase equipment for a Type 6 Fire Engine, PPE, and wildland firefighting training for all Santee Fire Department personnel; and authorize the City Manager to execute necessary grant related contracts. The total amount to accept and appropriate from both grants is \$1,117,568.

**ATTACHMENTS**

Resolution

Standard Agreement - SDRG-B23-11

Standard Agreement - SDRB-B21-17

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
ACCEPTANCE AND APPROPRIATION OF FY 2024 SAN DIEGO RIVER  
CONSERVANCY GRANT FUNDS AS MATCHING FUNDS FOR A FEMA  
HAZARDOUS MITIGATION GRANT; AND TO PURCHASE ESSENTIAL EQUIPMENT  
TO OUTFIT A TYPE 6 FIRE ENGINE, FIREFIGHTER PERSONAL PROTECTIVE  
EQUIPMENT, AND PROVIDE WILDLAND FIREFIGHTING TRAINING**

**WHEREAS**, The City of Santee submitted two grant applications to the San Diego River Conservancy (SDRC) for consideration related to wildfire threat mitigation, equipment procurement, and training for fire personnel; and

**WHEREAS**, the two grants were approved during the March 28, 2024, public meeting of the Governing Board of the SDRC; and

**WHEREAS**, Grant SDRG-B21-17 is \$907,568 to assist with the grant match requirement for a FEMA Hazardous Mitigation Grant Program (HMGP); and

**WHEREAS**, Grant SDRG-B23-11 is \$210,000 to purchase equipment for a Type 6 fire engine and firefighter personal protective equipment (PPE); and

**WHEREAS**, this item requests City Council accept and appropriate two SDRC grants to improve fire safety in the San Diego River area that runs through the City of Santee; and

**WHEREAS**, this item requests to appropriate \$907,568 into the FY 2024-28 Capital Improvement Program and \$210,000 into the FY 2023-24 Fire Operating Budget.

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

1. Authorizes the City Manager to accept and appropriate \$907,568 in SDRC grant funds as matching funds for a FEMA Hazardous Mitigation Grant into the FY 2024-28 Capital Improvement Program; and
2. Authorizes the City Manager to accept and appropriate \$210,000 into the FY 2023-24 Fire Operating Budget to purchase equipment for a Type 6 Fire Engine, PPE, and wildland firefighting training for all Santee Fire Department personnel; and
3. Authorizes the City Manager to execute necessary grant related contracts. The total amount to accept and appropriate from both grants is \$1,117,568.

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

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 8th day of May 2024, by the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

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

**STANDARD AGREEMENT**

Std. 2 (Grant - Rev 08/08)

AGREEMENT NUMBER <b>SDRG-B23-11</b>	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. <b>95-3559473</b>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE <b>Executive Officer</b>	AGENCY <b>San Diego River Conservancy</b>	, hereafter called the Conservancy, and
GRANTEE'S NAME <b>City of Santee</b>		, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:



The San Diego River Conservancy ("Conservancy") acting pursuant to Division 22.9 of the California Public Resources Code, Sections 32630-32658, and its Resolution 24-13 approved on March 28, 2024, hereby grants to the City of Santee ("the Grantee") a sum not to exceed \$210,000.00 (Two Hundred Ten Thousand Dollars), subject to the terms and conditions of this grant agreement (Agreement).


The Grantee shall use these funds to procure essential equipment to outfit a Type 6 Fire Engine and firefighter personal protective equipment and to provide wildland firefighting training for all Santee Fire Department fire personnel (Project) in accordance with Scope of Work, Exhibit A.

*(Continued on following pages)*

The provisions on the following pages constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		GRANTEE	
AGENCY <b>San Diego River Conservancy</b>	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) <b>City of Santee</b>		
BY (Authorized Signature) 	BY (Authorized Signature) 		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Julia L. Richards, Executive Officer</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Marlene D. Best, City Manager</b>		
ADDRESS & PHONE NUMBER <b>11769 Waterhill Road, Bldg. 2 Lakeside, CA 92040 (619) 390-0534</b>	ADDRESS <b>10601 Magnolia Avenue Santee, CA 92071 (619) 258-4100</b>		

AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$210,000.00</b>	PROGRAM/CATEGORY (CODE AND TITLE) <b>Wildfire Equipment</b>	FUND TITLE <b>General Funds</b>			I certify that this agreement is exempt from Department of General Services approval.	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$-0-</b>	(OPTIONAL USE) <b>Fire Management</b>	ITEM <b>3845-102-0001</b>	CHAPTER <b>12</b>	STATUTE <b>2023</b>		FISCAL YEAR <b>23/24</b>
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$210,000.00</b>	OBJECT OF EXPENDITURE (CODE AND TITLE) <b>Grants and Subventions – Governmental (5432000)</b>					
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>						
SIGNATURE OF ACCOUNTING OFFICER 			DATE			

GRANTEE     ACCOUNTING     PROJECT MANAGER     CONTROLLER     STATE AGENCY

## **TERMS AND CONDITIONS OF GRANT**

### **Incorporation of Documents by Reference**

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

Exhibit A: Scope of Work

Exhibit B: San Diego River Conservancy Resolution 24-13

Exhibit C: Request for Disbursement

Exhibit D: Project Permits/CEQA

### **Special Provisions & Conditions Precedent**

1. Term of Grant Agreement performance period is April 15, 2024, through April 24, 2026.
2. As precedent to the San Diego River Conservancy's (Conservancy) obligation to provide funding, upon completion of detailed Project design, plans and specifications, Grantee shall provide to the Conservancy for review and approval a scope of work, tasks, detailed budget, detailed site plan and planting palette demonstrating use of native vegetation and attached hereto as Exhibit A. Approval by Conservancy of such plans and specifications, or any other approvals provided for in this Grant Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to maintain the facilities, or carry out any other obligations required by this Grant Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. The Board of the Grantee has adopted a resolution or provided letter designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the Grantee.
4. On March 28, 2024, the Conservancy adopted Resolution 24-13. This Agreement is executed under that authorization.
5. Provide Acknowledgment of Grant Funding and Sign Requirements installation to the Conservancy for approval prior to commencement of work (see sections M and N).

### **General Conditions**

#### **A. Project Execution**

1. Subject to the availability of Grant monies allocated by the Budget Act of 2023, the Conservancy hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount approved by the Governing Board of the Conservancy and on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement,

under the terms and conditions set forth in this Agreement and its Exhibits, hereby incorporated by reference.

2. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.

3. Grantee shall complete the Project in accordance with the term of the Agreement, unless a written amendment has been formally granted by the Conservancy under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered in the event of circumstances beyond the control of the Grantee, but no later than 90 days before the end of the grant term

4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with Section 21000, et. seq., California Code of Regulations Title 14, Section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits, if applicable.

5. Project must comply with Labor Code Section 1771.5 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b).

6. Grantee certifies that the Project does and will continue to comply with all current local, state and federal laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction, all applicable permits, right of entries and licenses will have been obtained.

7. Grantee shall permit site visits by the Conservancy to determine if Project work is in accordance with the approved Scope of Work, including a final inspection upon Project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the Conservancy for prior approval any deviation from the original Scope of Work per Exhibit A. Changes in scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the Conservancy must be submitted to the Conservancy for approval.

9. Grantee shall provide photographs of the site and the Project before, during and after implementation of Project with quarterly billing in the progress report and the final report. Grantee will provide spreadsheet with list of address locations or project site with each quarterly billing and in the final report.

B. Project Costs

1. The Conservancy may disburse to Grantee the Grant Funds as follows, but not to exceed in any event the amount set forth on the signature page of this Agreement:

a. On a reimbursement basis for project cost incurred withing the invoice period.

b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds on completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the Conservancy, and the satisfactory completion of a site inspection by the Conservancy.

2. Payment & Documentation:

a. The Conservancy shall disburse funds for costs incurred to date, upon the Grantee's satisfactory progress on each Project task identified in the approved Scope. The Conservancy shall make the final disbursement and upon the Conservancy's acceptance of the Project.

b. The Conservancy will reimburse the Grantee for expenses upon receipt of a "Request for Disbursement" form. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current mileage rate specified by the State of California.

c. The Grantee shall request disbursements by filing a fully executed "Request for Disbursement" form on or quarterly basis. The Grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the invoice period; cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the Grant Agreement (see Exhibit C). An authorized representative of the Grantee shall sign the form. Each form shall be accompanied by:

- A supporting progress report summarizing the current status of the Project, identify locations served and comparing it to the timeline and budget including written substantiation of completion for the portion of the Project for which the Grantee is requesting disbursement and copies of all invoices submitted by Grantee's subcontractors; and before and after photos.



d. The Grantee's failure to fully execute and submit a Request for Disbursement form and invoice on a quarterly basis will relieve the Conservancy of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.

All payment requests must be submitted using a completed Request for Disbursement form. Any penalties imposed on the Grantee by a contractor because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures must occur prior to the end date of the period of performance.

4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Project Budget included in Exhibit A.

### C. Project Administration

1. Grantee shall promptly submit written progress reports with each Request for Disbursement or as the Conservancy may request. In any event, Grantee shall provide Conservancy a final report showing all Project expenditures.

2. Grantee shall make Project site available for inspection upon request by the Conservancy.

3. Grantee shall submit all documentation for Project completion and final reimbursement within 90 days of Project completion.

4. This Agreement may be amended by mutual agreement in writing between Grantee and Conservancy. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests 30 days prior to end of grant term.

5. All notices, requests, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if emailed, delivered personally or deposited in the United States mail by certified or registered mail, postage prepaid, to the following addresses (or to such other addresses as either Party shall designate by notice in writing to the other Party in accordance herewith):

If to the Conservancy: Executive Officer  
11769 Waterhill Road, Building 2  
Lakeside, CA 92040

If to the Grantee: City of Santee  
10601 Magnolia Avenue  
Santee, CA 92071

6. Grantee must report to the Conservancy all sources of other funds including matching funds and in-kind labor for the Project with its final Request for Disbursement and final report. The Conservancy will request an audit of any Project that does not fully comply with this provision.

D. Project Completion

1. The Grantee shall complete the Projects by the completion date provided in the "Term of Agreement" section, above. Upon completion of the Projects, the Grantee shall supply the Conservancy with evidence of completion by submitting:

a. The plan and any other work products specified in the work program for the Project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.

b. A fully executed final "Request for Disbursement." The final disbursement form shall provide for cost accounting for all the tasks completed for the Project.

c. Within thirty days of the Grantee's submission of the above, the Conservancy shall determine whether the Grantee has satisfactorily completed the Project. If so, the Conservancy shall issue to the Grantee a letter of acceptance of the Project. The Project shall be deemed complete as of the date of the letter.

d. Final site inspection

E. Project Termination

1. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this Agreement (plus accrued interest) and attorneys' fees. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this Agreement.

2. If the Conservancy terminates prior to the completion date, the Grantee shall take all reasonable measures to prevent further costs to the Conservancy under this Agreement. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the agreement prior to the date of the notice to terminate, but only up to the unpaid balance of funding authorized in this Agreement.

3. Failure by the Grantee to comply with the terms of this Agreement may be cause for suspension of all obligations of the Conservancy hereunder.

4. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the Conservancy hereunder if in the judgment of the Conservancy such failure was due to no fault of the Grantee. At the discretion of the Conservancy, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

5. Final payment will not be made until the Project conforms substantially to this Agreement, as determined by the Conservancy.

#### F. Indemnification

1. To the extent permitted by law, Grantee shall defend, indemnify and hold harmless the Conservancy, its officers, employees and agents ("Indemnified Persons") from and against any and all liability, loss, expense, attorney's fees, or claims for any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons.

2. Grantee must also provide for the defense and indemnification of the Indemnified Parties in any contractual provision extending indemnity to Grantee in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Parties to be included within the scope of any provision for the indemnification and defense of Grantee in any contract or subcontract. To the fullest extent permitted by law, Grantee agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement. Grantee agrees that in the event Conservancy is named as a party in any action arising out of this Agreement, the Grantee shall notify

Conservancy of such fact and shall represent Conservancy in such legal action unless Conservancy undertakes to represent itself in such legal action in which event Grantee shall reimburse Conservancy for its reasonable litigation costs, expenses, and attorney's fees.

#### G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the Conservancy for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for twenty (20) years after final payment and three (3) years following an audit.
2. Grantee and Conservancy agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the Conservancy accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use any generally accepted accounting system.

#### H. Proof of Insurance

##### 1. Insurance

Throughout the term of this contract, the Grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Contractor or its agents, representatives, employees, or subcontractors associated with the project undertaken pursuant to this contract.

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - i. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
  - ii. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
  - iii. Workers' Compensation insurance as required by the Labor Code of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming the Conservancy as an additional insured.
- b. Minimum Limits of Insurance. The Grantee shall maintain limits no less than:

- i. General Liability: (Including operations, products and completed operations, as applicable) \$1,000,000 per occurrence for bodily injury, personal injury and broad form property damage and \$2,000,000 general aggregate limit. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this contract or the general aggregate limit shall be twice the required occurrence limit.
  - ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
- d. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Conservancy. **The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:**
- i. **The State of California, its officers, agents and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.**
  - ii. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees.
  - iii. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.
- e. Acceptability of Insurers. Insurance is to be placed with insurers admitted to transact business in the State of California and having a Best's rating of "B+" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
- f. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall require each subcontractor to provide and maintain coverage consistent with the requirements of this section.

- g. Claims Made. If errors-and-omissions coverage is written on a claims-made form:
- i. The "Retro Date" must be shown, and must be before the date of this contract or the beginning of work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of the work under this contract.
  - iv. A copy of the claims reporting requirements must be submitted to the Executive Officer for review.
- h. Verification of Coverage. The Contractor shall furnish the Conservancy with original certificates amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- i. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

#### I. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

#### J. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

#### K. Assignment

This Agreement is not assignable by the Grantee either in whole or in part unless approved in writing by the Conservancy.

#### L. Work Products

The Grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The Grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

#### M. Acknowledgment of Grant Funding

Prior to beginning the Project, the Grantee shall submit a plan to the Executive Officer to acknowledge the Conservancy's support.

This plan must include:

- 2 press releases: once at the beginning and one upon completion of the project
- 24 social media postings during the agreement term, a minimum of 2 per month with photographs
- Acknowledging Conservancy funding when speaking with the media, volunteers, and the public about this Project
- Include a description of the Project on the Grantee's website acknowledging funding from the Conservancy.

This plan must be submitted and approved by the Conservancy before work begins.

#### N. Sign Requirements

The Grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The cost of the signs is an eligible cost. Temporary and permanent signage are required conditions under this agreement.

##### Sign Guidelines

1. During Project Implementation—A temporary sign acknowledging the funding source is required to be in place at the areas where work is performed.
2. Permanent signage—All grantees are required to post a sign at the project's completion. The sign must be available for the final inspection and be in place for a minimum of ten years from the date of completion. The grantee is responsible for replacing the sign if it is destroyed or removed prior to ten years after completion. The minimum sign size is 2' X 3', and the minimum size for the Conservancy or Grantee logo is 12" X 12".

##### **Permanent Signs**

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

3. Language for Signs. All signs will contain the following minimum language as seen on the panel below. The name of the director of the local public agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals, and elected representatives. These logos maximum size shall be 9" x 9".
4. Logo – All signs must contain the San Diego River Conservancy logo. Contact the project manager for a copy of the logo. The logo must be mounted in an area to maximize visibility and durability. Each edge of the logo itself must be a minimum of 12" X 12" and include the following text:

**Project Title/Description: (Insert project title)**

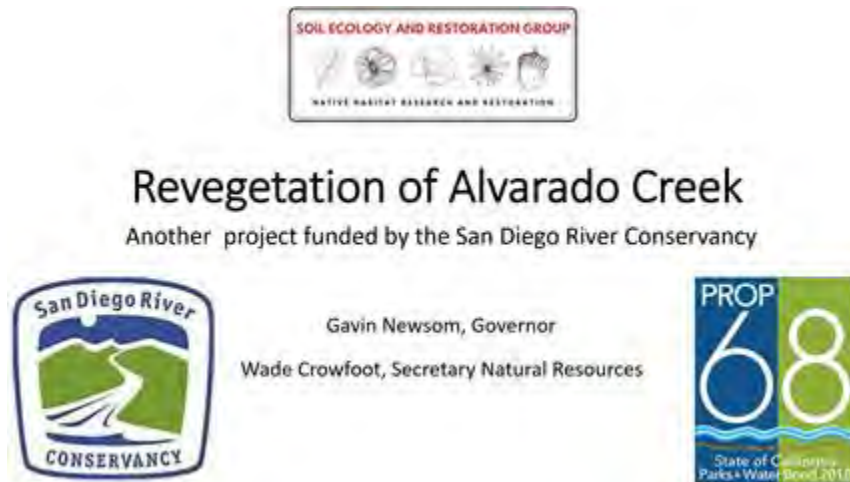
**This project was funded through the San Diego River Conservancy**

**GAVIN NEWSOM, GOVERNOR**

**Wade Crowfoot, Secretary for Natural Resources**

5. The Grantee shall submit proposed locations, size, number of signs and language for the Conservancy's approval prior to ordering signs. The Conservancy will withhold final disbursement until the permanent signs are installed.

Below are examples of signs from other funding sources:







O. Bonding

If the Grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

P. Nondiscrimination

During the performance of this agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, or military and veteran status (Government Code Section 12940). The Grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code Sections 12945.1 and 12945.2). The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code Section 11135, the Grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation,

color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

Pursuant to Government Code Section 12990, the Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, Section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

#### Q. Independent Capacity

The Grantee, and the agents and employees of Grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the San Diego River Conservancy - State of California.

#### R. Assignment

Without the written consent of the Executive Officer, the Grantee may not assign this agreement in whole or in part.

#### S. Timeliness

Time is of the essence in this agreement.

#### T. Executive Officer's Designee

The Executive Officer may designate a Conservancy Project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement.

#### U. Amendment

As expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

#### V. Locus

This agreement is deemed to be entered into in the County of San Diego. Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of San Diego, California.

**Exhibit A**  
**Scope of Work**  
**Santee Wildfire Equipment and Training**

**INTRODUCTION**

The City of Santee (Santee) has grown since its incorporation in 1980 to feature major commercial centers and a business community and various recreational opportunities. The Fire Department was established in 1956 prior to the City's incorporation as a County Fire Protection District. Today, the Department serves a population of 60,000 and covers an area of 16.5 square miles with an expansive Wildland Urban Interface (WUI) area.

The Fire Department offers fire suppression and prevention services such as plan reviews, business inspections, public education, vegetation management, fire investigation, community programs, water supply, and pre-fire planning. The Fire Department protects a diverse community consisting of large residential development areas, commercial/retail centers, office buildings, industrial parks, open space, and conserved lands. The Department protects and manages several thousand acres in the WUI.

**PROJECT SUMMARY**

The Project aims to provide Personal Protective Equipment (PPE), firefighting equipment for a Type 6 Engine, and training for fire personnel on firefighting tactics and strategy. Santee plans to hire six new firefighters to fill current and future vacancies in 2024. Additionally, they will deploy a new Type 6 Engine that will significantly improve responses in Santee's Wildland Urban Interface (WUI) area.

By providing firefighting equipment to outfit the Type 6 Engine, PPE, and training for firefighters, the Fire Department will be able to enhance their response capabilities and improve personnel safety. The new hires will also receive regular training, which the Fire Department provides annually.

These funds will also be utilized to acquire fire hoses, nozzles, chainsaws, and other essential tools and equipment to aid the Fire Department in fire prevention and suppression activities.

The San Diego River area near Santee is challenging for the current fire apparatus to access due to low clearance and narrow trails. A fully manned and equipped Type 6 Fire Engine is a smaller vehicle that can reach areas larger fire engines are unable to access. The smaller fire engine will enhance response time and assist in extinguishing fires in the San Diego River region before they become established and cause significant harm to wildlife, native habitats, historical and archeological resources, human life, and property. By providing quick access to fires in the initial stages, the Type 6 Fire Engine can help reduce the fire size and the risk to homes and structures located in the WUI areas. Coupled with enhanced firefighter training, the Type 6 Fire Engine will help decrease the fire hazard for Santee residents who live and recreate along the San Diego River Trail and other outdoor facilities adjacent to the river.

**Exhibit A**  
**Scope of Work**  
**Santee Wildfire Equipment and Training**

**MEASURABLE RESULTS**

- Number and size of fires recorded in the National Fire Incident Reporting System (NFIRS)
- Response time, fire extinguishment time and number of properties saved adjacent to fire locations.

**DELIVERABLES**

- Quarterly request for disbursements, progress reports with photo documentation of training activities and delivered equipment.
- Final Report

**Table 1.** Estimated Budget & Anticipated Timeline

<b>Task #</b>	<b>Description</b>	<b>Amount</b>	<b>Schedule</b>
1. Tools and Equipment	Fire engine equipment including but not limited to fire hoses, nozzles, chainsaws, tools, and PPE Boots, gloves, helmets, shrouds	\$138,00.00	Quarterly throughout 2-year grant period
2. Training	Enhanced firefighter training for Fire Department staff and Type 6 operations	\$72,000.00	Within 2-year grant period
<b>Tasks 1-2</b>	<b>TOTAL</b>	<b>\$210,000.00</b>	<b>2024-2026</b>

**MAP 1.** Areas of the San Diego River identified by the Santee Fire Marshal within the City of Santee. Site 1 and 5 have been completed.

## **EXHIBIT B**

**Resolution No: 24-13**

### **RESOLUTION OF THE GOVERNING BOARD OF THE SAN DIEGO RIVER CONSERVANCY**

**AUTHORIZING THE EXECUTIVE OFFICER TO GRANT \$210,000.00 FROM  
THE BUDGET ACT OF 2023 TO THE CITY OF SANTEE TO PROCURE ESSENTIAL  
EQUIPMENT TO OUTFIT A TYPE 6 FIRE ENGINE AND FIREFIGHTER PERSONAL  
PROTECTIVE EQUIPMENT (PPE) AND TO PROVIDE WILDLAND FIREFIGHTING TRAINING  
FOR ALL SANTEE FIRE DEPARTMENT FIRE PERSONNEL**

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WHEREAS, the mission of the San Diego River Conservancy is to further the goals of its enabling legislation by conserving and restoring the lands and waters of the San Diego River watershed; and

WHEREAS, the Legislature of the State of California has provided funds under the Budget Act of 2023 to fund programs and activities that advance climate resilience, natural and cultural resource protection, wildfire resilience, and community access projects; and

WHEREAS, the San Diego River Conservancy has been delegated the responsibility for the administration of this grant program, establishing necessary procedures and guidelines in accordance with statewide priorities and plans; and

WHEREAS, the City of Santee's Fire Department applied to the San Diego River Conservancy for a grant to procure essential equipment to outfit one Type 6 Fire Engine and firefighter PPE and also to provide wildland firefighting training for all fire personnel from the Santee's Fire Department, which is in the San Diego River watershed (Project); and

WHEREAS, San Diego River Conservancy staff recommends funding in the amount of \$210,000.00 to implement the Project; and

WHEREAS, this Project is consistent with the Conservancy's Strategic Plan, with Program 2 Support and Encourage Recreation and Education Program 3 Preserve and Restore Natural Resources and Program 6, Expand the Organization's Capacity and Public Outreach.

WHEREAS, the San Diego River Conservancy staff have reviewed the grant application, met with applicant and recommends the Project for approval.

NOW, THEREFORE, BE IT RESOLVED that the San Diego River Conservancy's Governing Board, based on the accompanying staff report and attached exhibits:

1. The proposed Project is consistent with the purposes and intent of the Budget Act of 2023.
2. The proposed authorization is consistent with the purposes and objectives of the San Diego River Conservancy Act (Public Resources Code, Sections 32630-32659.9).

3. The San Diego River Conservancy hereby authorizes the disbursement of up to \$210,000.00 (Two Hundred and Ten Thousand Dollars and Zero Cents) to implement the Project.
4. Appoints the Executive Officer, or her designee, as an agent to execute all agreements, grants, sub-contracts, and other documents needed for the completion of the Project.
5. Prior to the disbursement of funds, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy a scope of work, budget, and schedule.

Approved and adopted on March 28, 2024. I, the undersigned, hereby certify that the foregoing Resolution Number 24-13 was duly adopted by the San Diego River Conservancy's Governing Board.

Roll Call Vote:

Yeas: 13  
 Nays: 0  
 Absent: 2

Julia L. Richards  
 Executive Officer

San Diego River Conservancy's Governing Board Members Roll Call Vote

Name	Ayes	Noes	Abstained
CNRA: Andrea Scharffer	<input checked="" type="checkbox"/>		
DOF: Stephen Benson	<input checked="" type="checkbox"/>		
CADFW: Richard Burg	<input checked="" type="checkbox"/>		
Dr. Jennifer Campbell, SD Mayor Designee	<input checked="" type="checkbox"/>		
Joel Anderson, County Supervisor	<input checked="" type="checkbox"/>		
Raul Campillo	<input checked="" type="checkbox"/>		
Ben Clay, Chair	<input checked="" type="checkbox"/>		
Ruth Hayward, Vice Chair	<input checked="" type="checkbox"/>		
J. Cody Petterson	<input checked="" type="checkbox"/>		
John Elliott <i>Emily Burgvens</i>	<input checked="" type="checkbox"/>		
Elsa Saxod	<input checked="" type="checkbox"/>		
DPR Designee, Ray Lennox	<input checked="" type="checkbox"/>		
DPR Designee, Nicole Van Doren	<input checked="" type="checkbox"/>		
Dustin Trotter	<input checked="" type="checkbox"/>		
Phil Ortiz	<input checked="" type="checkbox"/>		

# EXHIBIT C

## REQUEST FOR DISBURSEMENT

<b>Name of Grantee/Contractor: City of Santee</b>		<b>Agreement Number:</b> SDRG-B23-11		<b>Invoice Number: 1</b>	
<b>Address (include zip code):</b> City of Santee 10601 Magnolia Avenue Santee, CA 92071		<b>Santee Wildfire Equipment and Training</b>			
		<b>Billing Period Covered:</b> From: 4/15/2024 To: 4/24/2026			
<b>Work Plan Task Number and Name</b>	<b>Task Budget</b>	<b>Costs Incurred this Period</b>	<b>Total Cost to Date</b>	<b>Remaining Balance</b>	
1. Tools and Equipment	\$ 138,000.00			\$ 138,000.00	
2. Training	\$ 72,000.00			\$ 72,000.00	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
<b>TOTAL</b>	\$ 210,000.00	\$ -	\$ -	\$ 210,000.00	
<b>LESS Ten (10%) Percent Withhold (if applicable)</b>		\$ -			
<b>TOTAL AMOUNT REQUESTED</b>		\$ -			

### CERTIFICATION OF GRANTEE

I hereby certify that the above costs were incurred in the performance of work required under the agreement and are consistent with the amounts evidenced by supporting documents and expenditures.

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

Date

(FOR CONSERVANCY USE ONLY)

### AGREEMENT EXPENDITURE APPROVALS

The undersigned certifies that all conditions precedent to disbursement and all other legal prerequisites for this disbursement have been met.

Approval Requested:	Date Approved:	Request Approved:
	(write in full name)	
SDRC, Project Manager		SDRC, Executive Officer

Fund Title: General Funds

Program: \_\_\_\_\_

FY: \_\_\_\_\_

Account Code: \_\_\_\_\_

Date entered into Fi\$cal \_\_\_\_\_

<b>GRANTEE/CONTRACTOR DIRECT EXPENDITURE:</b>		
<b>(A) Materials and Equipment</b>	<b>Reference</b>	<b>Amount</b>
<b>SUB-TOTAL (A)</b>		<b>\$ -</b>
<b>(B) Labor - Description</b>	<b>Reference</b>	<b>Amount</b>
<b>SUB-TOTAL (B)</b>		<b>\$ -</b>

<b>(C) SUB-CONTRACTOR'S EXPENDITURE:</b>		
<b>Name</b>	<b>Reference</b>	<b>Amount</b>
<b>SUB-TOTAL (C)</b>		<b>\$0.00</b>

<b>GRAND TOTAL (A+B+C)*</b>	<b>\$0.00</b>
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NOTE: (1) \* Should agree with "Total Costs Incurred This Period" on front page.

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**STANDARD AGREEMENT**

Std. 2 (Grant - Rev 08/08)

AGREEMENT NUMBER <b>SDRG-B21-17</b>	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. <b>95-3559473</b>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE <b>Executive Officer</b>	AGENCY <b>San Diego River Conservancy</b>	, hereafter called the Conservancy, and
GRANTEE'S NAME <b>City of Santee</b>		, hereafter called the Grantee.



The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

The San Diego River Conservancy (“Conservancy”) acting pursuant to Division 22.9 of the California Public Resources Code, Sections 32630-32658, and its Resolution 24-18 approved on March 28, 2024, hereby grants to the City of Santee (“the Grantee”) a sum not to exceed \$907,568.00 (Nine Hundred Seven Thousand Five Hundred Sixty-Eight Dollars), subject to the terms and conditions of this grant agreement (Agreement).

The recipient of this grant shall use Conservancy's monies as matching funds for a FEMA Hazardous Mitigation Grant Program grant that, if approved, shall clear hazardous fuel loads across 415 acres in the wildland-urban interface in Santee. Fire reduction activities include thinning out brush, reducing the amount of non-native vegetation and trees, and clearing debris in the San Diego River watershed (Project). The Project must be carried out in accordance with the Scope of Work as outlined in Exhibit A.

*(Continued on following pages)*


The provisions on the following pages constitute a part of this agreement. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		GRANTEE	
AGENCY <b>San Diego River Conservancy</b>	GRANTEE <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <b>City of Santee</b>		
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Julia L. Richards, Executive Officer</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Marlene D. Best, City Manager</b>		
ADDRESS & PHONE NUMBER <b>11769 Waterhill Road, Bldg. 2 Lakeside, CA 92040 (619) 390-0534</b>	ADDRESS <b>10601 Magnolia Avenue Santee, CA 92071 (619) 258-4100</b>		

AMOUNT ENCUMBERED BY THIS DOCUMENT  <b>\$907,568.00</b>	PROGRAM/CATEGORY (CODE AND TITLE) <b>Local Assistance</b>	FUND TITLE <b>General Fund</b>		
	(OPTIONAL USE) <b>Fire Management</b>			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT  <b>\$-0-</b>	ITEM <b>3845-102-0001</b>	CHAPTER <b>12</b>	STATUTE <b>2023</b>	FISCAL YEAR <b>23/24</b>
TOTAL AMOUNT ENCUMBERED TO DATE  <b>\$907,568.00</b>	OBJECT OF EXPENDITURE (CODE AND TITLE) <b>Grants and Subventions – Governmental (5432000)</b>			

I certify that this agreement is exempt from Department of General Services approval.

*I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.*

SIGNATURE OF ACCOUNTING OFFICER 	DATE
--	------

- GRANTEE   
  ACCOUNTING   
  PROJECT MANAGER   
  CONTROLLER   
  STATE AGENCY

## **TERMS AND CONDITIONS OF GRANT**

### **Incorporation of Documents by Reference**

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

Exhibit A: Scope of Work

Exhibit B: San Diego River Conservancy Resolution 24-18

Exhibit C: Request for Disbursement

### **Special Provisions & Conditions Precedent**

1. Term of Grant Agreement performance period is upon the signature of both parties to this Agreement, through April 24, 2026.
2. As precedent to the San Diego River Conservancy's (Conservancy) obligation to provide funding, upon completion of detailed Project design, plans and specifications, Grantee shall provide to the Conservancy for review and approval a scope of work, tasks, detailed budget, detailed site plan and planting palette demonstrating use of native vegetation and attached hereto as Exhibit A. Approval by Conservancy of such plans and specifications, or any other approvals provided for in this Grant Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to maintain the facilities, or carry out any other obligations required by this Grant Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. The Board of the Grantee has adopted a resolution or provided letter designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the Grantee.
4. On March 28, 2024, the Conservancy adopted Resolution 24-18. This Agreement is executed under that authorization.
5. Provide Acknowledgment of Grant Funding and Sign Requirements installation to the Conservancy for approval prior to commencement of work (see sections M and N).

### **General Conditions**

#### **A. Project Execution**

1. Subject to the availability of Grant monies allocated by the Budget Act of 2023, the Conservancy hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount approved by the Governing Board of the Conservancy and on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement,

under the terms and conditions set forth in this Agreement and its Exhibits, hereby incorporated by reference.

2. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.

3. Grantee shall complete the Project in accordance with the term of the Agreement, unless a written amendment has been formally granted by the Conservancy under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered in the event of circumstances beyond the control of the Grantee, but no later than 90 days before the end of the grant term.

4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with Section 21000, et. seq., California Code of Regulations Title 14, Section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits.

5. Project must comply with Labor Code Section 1771.5 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b).

6. Grantee certifies that the Project does and will continue to comply with all current local, state and federal laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction, all applicable permits, right of entries and licenses will have been obtained.

7. Grantee shall permit site visits by the Conservancy to determine if Project work is in accordance with the approved Scope of Work, including a final inspection upon Project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the Conservancy for prior approval any deviation from the original Scope of Work per Exhibit A. Changes in scope must continue to meet the need cited in the original application or they will not be approved.

9. Grantee shall provide photographs of the site and the Project before, during and after implementation of Project with quarterly billing in the progress report and the final report. Grantee will provide spreadsheet with list of address locations or project site with each quarterly billing and in the final report.

B. Project Costs

1. The Conservancy may disburse to Grantee the Grant Funds as follows, but not to exceed in any event the amount set forth on the signature page of this Agreement:

a. On a reimbursement basis for project cost incurred withing the invoice period.

b. No mark ups on direct expenditures or contractors invoices.

c. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds on completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the Conservancy, and the satisfactory completion of a site inspection by the Conservancy.

2. Payment & Documentation:

a. The Conservancy shall disburse funds for costs incurred to date, upon the Grantee's satisfactory progress on each Project task identified in the approved Scope. The Conservancy shall make the final disbursement and upon the Conservancy's acceptance of the Project.

b. The Conservancy will reimburse the Grantee for expenses upon receipt of a "Request for Disbursement" form. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current mileage rate specified by the State of California.

c. The Grantee shall request disbursements by filing a fully executed "Request for Disbursement" form on or quarterly basis at minimum. The Grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the invoice period; cumulative expenditures to date, expenditures during the billinh period, and the unexpended balance of funds under the Grant Agreement (see Exhibit C). An authorized representative of the Grantee shall sign the form. Each form shall be accompanied by:

- A supporting progress report summarizing activities completed during the billing period, identify locations served, how many acres treated and compare it to the timeline and budget for which the Grantee is requesting disbursement and copies of all invoices submitted by Grantee's subcontractors; and before and after photos.

- d. The Grantee's failure to fully execute and submit a Request for Disbursement form and invoice on a quarterly basis will relieve the Conservancy of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
3. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures must occur prior to the end date of the period of performance.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Project Budget included in Exhibit A.
5. Any penalties imposed on the Grantee by a contractor because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

### C. Project Administration

1. Grantee shall promptly submit written progress reports with each Request for Disbursement or as the Conservancy may request. In any event, Grantee shall provide Conservancy a final report showing all Project expenditures.
2. Grantee shall make Project site available for inspection upon request by the Conservancy.
3. Grantee shall submit all documentation for Project completion and final reimbursement within 90 days of Project completion.
4. This Agreement may be amended by mutual agreement in writing between Grantee and Conservancy. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests 30 days prior to end of grant term.
5. All notices, requests, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if emailed, delivered personally or deposited in the United States mail by certified or registered mail, postage prepaid, to the following addresses (or to such other addresses as either Party shall designate by notice in writing to the other Party in accordance herewith):

If to the Conservancy: Executive Officer  
11769 Waterhill Road, Building 2  
Lakeside, CA 92040

If to the Grantee: City of Santee  
10601 Magnolia Avenue  
Santee, CA 92071

6. Grantee must provide a final report to the Conservancy showing all sources of other funds including matching funds and in-kind labor for the Project with its final Request for Disbursement. The final report shall include before and after photos of target work locations, total acres treated, discuss challenges faced and lessons learned. The Conservancy will request an audit of any Project that does not fully comply with this provision.

D. Project Completion

1. The Grantee shall complete the Projects by the completion date provided in the "Term of Agreement" section, above. Upon completion of the Projects, the Grantee shall supply the Conservancy with evidence of completion by submitting:

a. The plan and any other work products specified in the work program for the Project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.

b. A fully executed final "Request for Disbursement." The final disbursement form shall provide for cost accounting for all the tasks completed for the Project.

c. Within thirty days of the Grantee's submission of the above, the Conservancy shall determine whether the Grantee has satisfactorily completed the Project. If so, the Conservancy shall issue to the Grantee a letter of acceptance of the Project. The Project shall be deemed complete as of the date of the letter.

d. Final site inspection

E. Project Termination

1. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this Agreement (plus accrued interest) and attorneys' fees. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this Agreement.

2. If the Conservancy terminates prior to the completion date, the Grantee shall take all reasonable measures to prevent further costs to the Conservancy under this Agreement. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the agreement prior to the date of the notice to terminate, but only up to the unpaid balance of funding authorized in this Agreement.

3. Failure by the Grantee to comply with the terms of this Agreement may be cause for suspension of all obligations of the Conservancy hereunder.

4. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the Conservancy hereunder if in the judgment of the Conservancy such failure was due to no fault of the Grantee. At the discretion of the Conservancy, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
5. Final payment will not be made until the Project conforms substantially to this Agreement, as determined by the Conservancy.

F. Indemnification

1. To the extent permitted by law, Grantee shall defend, indemnify and hold harmless the Conservancy, its officers, employees and agents ("Indemnified Persons") from and against any and all liability, loss, expense, attorney's fees, or claims for any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons.
2. Grantee must also provide for the defense and indemnification of the Indemnified Parties in any contractual provision extending indemnity to Grantee in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Parties to be included within the scope of any provision for the indemnification and defense of Grantee in any contract or subcontract. To the fullest extent permitted by law, Grantee agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement. Grantee agrees that in the event Conservancy is named as a party in any action arising out of this Agreement, the Grantee shall notify

Conservancy of such fact and shall represent Conservancy in such legal action unless Conservancy undertakes to represent itself in such legal action in which event Grantee shall reimburse Conservancy for its reasonable litigation costs, expenses, and attorney's fees.

#### G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the Conservancy for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for twenty (20) years after final payment and three (3) years following an audit.
2. Grantee and Conservancy agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the Conservancy accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use any generally accepted accounting system.

#### H. Proof of Insurance

##### 1. Insurance

Throughout the term of this contract, the Grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Contractor or its agents, representatives, employees, or subcontractors associated with the project undertaken pursuant to this contract.

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - i. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
  - ii. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
  - iii. Workers' Compensation insurance as required by the Labor Code of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming the Conservancy as an additional insured.
- b. Minimum Limits of Insurance. The Grantee shall maintain limits no less than:



- i. General Liability: (Including operations, products and completed operations, as applicable) \$1,000,000 per occurrence for bodily injury, personal injury and broad form property damage and \$2,000,000 general aggregate limit. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this contract or the general aggregate limit shall be twice the required occurrence limit.
  - ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
- d. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Conservancy. **The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:**
- i. **The State of California, its officers, agents and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.**
  - ii. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees.
  - iii. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.
- e. Acceptability of Insurers. Insurance is to be placed with insurers admitted to transact business in the State of California and having a Best's rating of "B+" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
- f. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall require each subcontractor to provide and maintain coverage consistent with the requirements of this section.

- g. Claims Made. If errors-and-omissions coverage is written on a claims-made form:
  - i. The "Retro Date" must be shown, and must be before the date of this contract or the beginning of work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of the work under this contract.
  - iv. A copy of the claims reporting requirements must be submitted to the Executive Officer for review.
- h. Verification of Coverage. The Contractor shall furnish the Conservancy with original certificates amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- i. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

#### I. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

#### J. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

#### K. Assignment

This Agreement is not assignable by the Grantee either in whole or in part unless approved in writing by the Conservancy.

#### L. Work Products

The Grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The Grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

#### M. Acknowledgment of Grant Funding

Prior to beginning the Project, the Grantee shall submit a plan to the Executive Officer to acknowledge the Conservancy's support.

This plan must include:

- 2 press releases: once at the beginning and one upon completion of the project
- 24 social media postings during the agreement term, a minimum of 2 per month with photographs
- Acknowledging Conservancy funding when speaking with the media, volunteers, and the public about this Project
- Include a description of the Project on the Grantee's website acknowledging funding from the Conservancy.

This plan must be submitted and approved by the Conservancy before work begins.

#### N. Sign Requirements

The Grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The cost of the signs is an eligible cost. Temporary and permanent signage are required conditions under this agreement.

##### Sign Guidelines

1. During Project Implementation—At least one temporary sign acknowledging the funding source is required to be in place at the areas where work is performed.
2. Permanent signage—Grantees is required to post a sign at the project's completion. The sign must be available for the final inspection and be in place for a minimum of ten years from the date of completion. The grantee is responsible for replacing the sign if it is destroyed or removed prior to ten years after completion. The minimum sign size is 2' X 3', and the minimum size for the Conservancy or Grantee logo is 12" X 12".

##### **Permanent Signs**

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

3. Language for Signs. All signs will contain the following minimum language as seen on the panel below. The name of the director of the local public agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals, and elected representatives. These logos maximum size shall be 9" x 9".
4. Logo – All signs must contain the San Diego River Conservancy logo. Contact the project manager for a copy of the logo. The logo must be mounted in an area to maximize visibility and durability. Each edge of the logo itself must be a minimum of 12" X 12" and include the following text:

**Project Title/Description: (Insert project title)**

**This project was funded through the San Diego River Conservancy**

**GAVIN NEWSOM, GOVERNOR**

**Wade Crowfoot, Secretary for Natural Resources**

5. The Grantee shall submit proposed locations, size, number of signs and language for the Conservancy's approval prior to ordering signs. The Conservancy will withhold final disbursement until the permanent signs are installed.

Below are examples of signs from other funding sources:



## Revegetation of Alvarado Creek

Another project funded by the San Diego River Conservancy



Gavin Newsom, Governor  
Wade Crowfoot, Secretary Natural Resources





**O. Bonding**

If the Grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

**P. Nondiscrimination**

During the performance of this agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, or military and veteran status (Government Code Section 12940). The Grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code Sections 12945.1 and 12945.2). The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code Section 11135, the Grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation,

color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

Pursuant to Government Code Section 12990, the Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, Section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

#### Q. Independent Capacity

The Grantee, and the agents and employees of Grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the San Diego River Conservancy - State of California.

#### R. Assignment

Without the written consent of the Executive Officer, the Grantee may not assign this agreement in whole or in part.

#### S. Timeliness

Time is of the essence in this agreement.

#### T. Executive Officer's Designee

The Executive Officer may designate a Conservancy Project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement.

#### U. Amendment

As expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

#### V. Locus

This agreement is deemed to be entered into in the County of San Diego. Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of San Diego, California.

## **Exhibit A Scope of Work**

### **INTRODUCTION**

The Santee Fire Department (Fire Department) protects and manages several thousand acres of Wildland Urban Interface (WUI) land while offering fire suppression and prevention services.

The Project area has large quantities of invasive non-native plant species that have significantly increased the risk and severity of fire occurrence. All such hazardous vegetation put multiple homes, businesses, and critical infrastructure at severe risk of being damaged or destroyed because of wildfire. Several recent wildfires have resulted in the evacuation of hundreds of residents and caused significant fire damage to private property. For example, from September 2020 through December 2023, approximately 309 fires have occurred in the targeted work area and surrounding waterways.

### **PROJECT SUMMARY**

The Project will reduce risk of wildfire across 415 acres within the fire prone WUI areas of Santee. Mitigation of fire threats will be achieved through the reduction of non-native, invasive fuels that exacerbate fire intensity in an area of high fire susceptibility.

The Grantee shall only use Conservancy's monies as matching funds for a FEMA Hazardous Mitigation Grant Program grant that, if approved, will clear hazardous fuel loads across 415 acres in the wildland-urban interface in Santee. Fire reduction activities include thinning out brush, reducing the amount of non-native vegetation and trees, and clearing debris in the San Diego River watershed

The City will establish three defensible Space Zones based on the distance from existing structures, and mitigation efforts will vary depending on the zone and individual vegetation, debris, and other types of combustible fuels located within those zones. "Zone 1" will have all combustible material removed within 30 feet of existing structures. "Zone 2" will have all non-native and dead vegetation removed as well as dead and dying branches removed from trees and shrubs. "Zone 3" will have all non-native and dead vegetation removed as well as vegetation pruned horizontally and vertically to reduce potential fuel.

Project locations include the WUI from the western limits at Forester Creek to the Lakeside Boundary on the east at the fringe of habitable structures in the County of San Diego. Target locations include Mast Park West, Mast Park Wetland Restoration Area, Mast Park East Mission Creek, Walker Trails Open Space, and Walker Preserve.

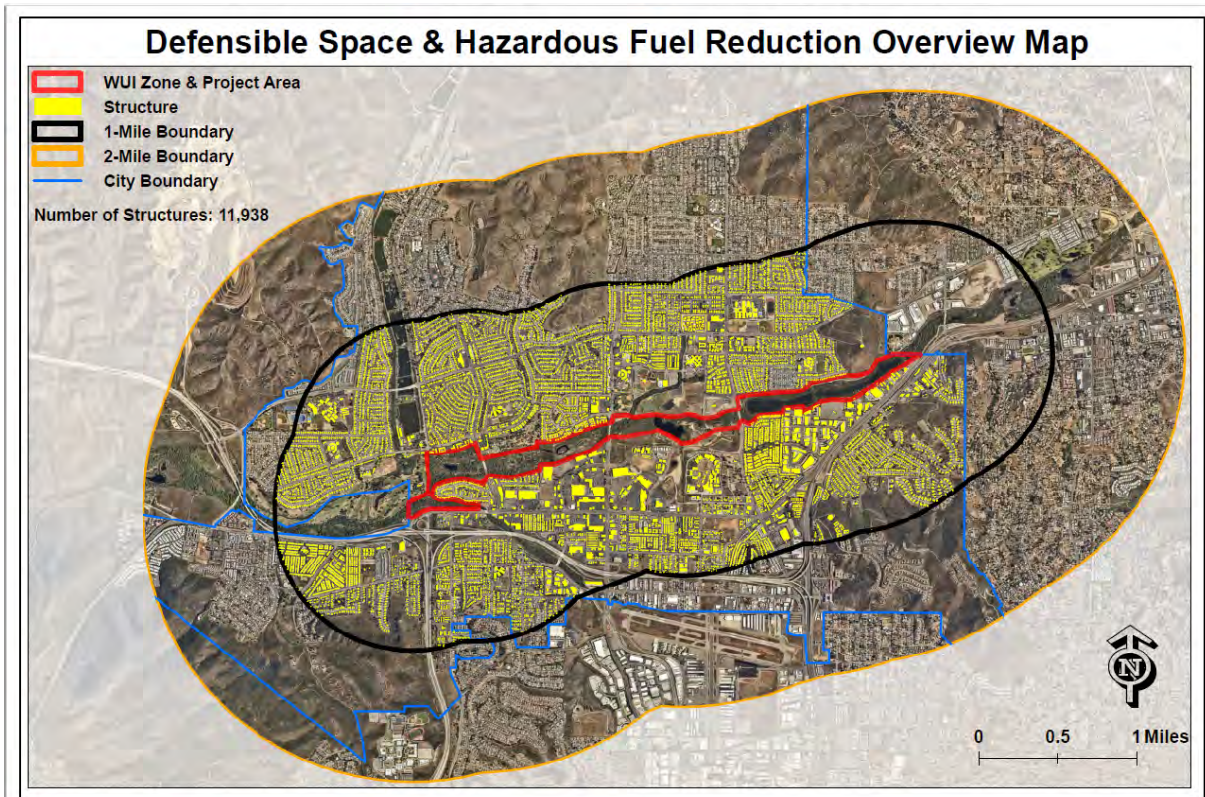
**Exhibit A  
 Scope of Work**

**DELIVERABLES**

- Quarterly request for disbursements, progress reports with before and after photo documentation of treatment location
- Copy of City of Santee Resolution No. 078-2021 proclaiming emergency
- Copy of EA/EIR report(s) and any other project permits
- Final Report

**Table 1. Estimated Budget & Anticipated Timeline**

Task #	Description	Amount	Schedule
1. Project Management	CEQA permitting, ROEs, target vegetation and treatment methods	\$253,500.00	Quarterly
2. Project Implementation	Brush thinning, removal of non-native plants (light & medium clearing) and debris removal	\$654,068.00	Throughout 2-year grant period
<b>TOTAL</b>		<b>\$907,568.00</b>	<b>2024-2026</b>





# EXHIBIT B

Resolution No: 24-18

## RESOLUTION OF THE GOVERNING BOARD OF THE SAN DIEGO RIVER CONSERVANCY

**AUTHORIZING THE EXECUTIVE OFFICER TO GRANT UP TO \$907,568.00 FROM THE BUDGET ACT OF 2021 AND/OR 2023 TO THE CITY OF SANTEE TO REMOVE FLAMMABLE FUEL LOADS ACROSS 415 ACRES IN THE WILDLAND URBAN INTERFACE AREA INCLUDING BRUSH THINNING, REDUCTION OF NON-NATIVE VEGETATION AND TREES, AND DEBRIS REMOVAL IN THE SAN DIEGO RIVER WATERSHED**

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WHEREAS, the mission of the San Diego River Conservancy is to further the goals of its enabling legislation by conserving and restoring the lands and waters of the San Diego River watershed; and

WHEREAS, the Legislature of the State of California has provided funds under the Budget Act of 2023 to fund programs and activities that advance climate resilience, natural and cultural resource protection, wildfire resilience, and community access projects; and

WHEREAS, the San Diego River Conservancy has been delegated the responsibility for the administration of this grant program, establishing necessary procedures and guidelines in accordance with statewide priorities and plans; and

WHEREAS, City of Santee's Fire Department applied for grant funding to the San Diego River Conservancy in the amount of \$907,568, to remove flammable fuel loads within city boundaries across 415 acres in the Wildland Urban Interface area including brush thinning, reduction of non-native vegetation and trees, and debris removal in the San Diego River watershed (Project). The Conservancy funding will be used as matching funds for a larger grant applied for from California Governor's Office of Emergency Services for funding to implement a Fire Hazard Mitigation Project; and

WHEREAS, San Diego River Conservancy staff recommends funding up to the amount of \$907,568.00 to implement the Project; and

WHEREAS, this Project is consistent with the Conservancy's Strategic Plan, with Program 2 Support and Encourage Recreation and Education Program 3 Preserve and Restore Natural Resources and Program 6, Expand the Organization's Capacity and Public Outreach.

WHEREAS, the San Diego River Conservancy staff have reviewed the grant application, met with applicant and recommends the Project for approval.

NOW, THEREFORE, BE IT RESOLVED that the San Diego River Conservancy's Governing Board, based on the accompanying staff report and attached exhibits:

1. The proposed Project is consistent with the purposes and intent of the Budget Act of 2021 and/or 2023.

2. The proposed authorization is consistent with the purposes and objectives of the San Diego River Conservancy Act (Public Resources Code, Sections 32630-32659.9).
3. The San Diego River Conservancy hereby authorizes the disbursement of up to \$210,000.00 (Two Hundred and Ten Thousand Dollars and Zero Cents) to implement the Project.
4. Appoints the Executive Officer, or her designee, as an agent to execute all agreements, grants, sub-contracts, and other documents needed for the completion of the Project.
5. Prior to the disbursement of funds, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy a scope of work, budget, and schedule.

Approved and adopted on March 28, 2024. I, the undersigned, hereby certify that the foregoing Resolution Number 24-18 was duly adopted by the San Diego River Conservancy's Governing Board.

Roll Call Vote:

Yeas: 13

Nays: 0

Absent: 2

  
 \_\_\_\_\_  
 Julia L. Richards  
 Executive Officer

San Diego River Conservancy's Governing Board Members Roll Call Vote

Name	Ayes	Noes	Abstained
CNRA: Andrea Scharffer	<input checked="" type="checkbox"/>		
DOF: Stephen Benson	<input checked="" type="checkbox"/>		
CADFW: Richard Burg	<input checked="" type="checkbox"/>		
Dr. Jennifer Campbell, SD Mayor Designee	<input checked="" type="checkbox"/>		
Joel Anderson, County Supervisor	<input checked="" type="checkbox"/>		
Raul Campillo	<input checked="" type="checkbox"/>		
Ben Clay, Chair	<input checked="" type="checkbox"/>		
Ruth Hayward, Vice Chair	<input checked="" type="checkbox"/>		
J. Cody Petterson	<input checked="" type="checkbox"/>		
John Elliott <i>Emily Burgvenor</i>	<input checked="" type="checkbox"/>		
Elsa Saxod	<input checked="" type="checkbox"/>		
DPR Designee, Ray Lennox	<input checked="" type="checkbox"/>		
DPR Designee, Nicole Van Doren	<input checked="" type="checkbox"/>		
Dustin Trotter	<input checked="" type="checkbox"/>		
Phil Ortiz	<input checked="" type="checkbox"/>		

# EXHIBIT C

## REQUEST FOR DISBURSEMENT

<b>Name of Grantee/Contractor:</b> City of Santee		<b>Agreement Number:</b> SDRG-B21-17		<b>Invoice Number:</b> 1	
<b>Address (include zip code):</b> City of Santee 10601 Magnolia Avenue Santee, CA 92071		<b>Santee WUI Fuels Reduction</b>			
		<b>Billing Period Covered:</b> From: 4/15/2024 To: 4/24/2026			
Work Plan Task Number and Name		Task Budget	Costs Incurred this Period	Total Cost to Date	Remaining Balance
1. Project Management		\$ 253,500.00			\$ 253,500.00
2. Project Implementation		\$ 654,068.00			\$ 654,068.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>TOTAL</b>		\$ 907,568.00	\$ -	\$ -	\$ 907,568.00
<b>LESS Ten (10%) Percent Withhold (if applicable)</b>			\$ -		
<b>TOTAL AMOUNT REQUESTED</b>			\$ -		

### CERTIFICATION OF GRANTEE

I hereby certify that the above costs were incurred in the performance of work required under the agreement and are consistent with the amounts evidenced by supporting documents and expenditures.

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

Date

(FOR CONSERVANCY USE ONLY)

### AGREEMENT EXPENDITURE APPROVALS

The undersigned certifies that all conditions precedent to disbursement and all other legal prerequisites for this disbursement have been met.

Approval Requested:	Date Approved:	Request Approved:
	(write in full name)	
SDRC, Project Manager		SDRC, Executive Officer

Fund Title: General Funds

Program: \_\_\_\_\_

FY: \_\_\_\_\_

Account Code: \_\_\_\_\_

Date entered into Fi\$cal: \_\_\_\_\_

<b>GRANTEE/CONTRACTOR DIRECT EXPENDITURE:</b>		
<b>(A) Materials and Equipment</b>	<b>Reference</b>	<b>Amount</b>
<b>SUB-TOTAL (A)</b>		<b>\$ -</b>
<b>(B) Labor - Description</b>	<b>Reference</b>	<b>Amount</b>
<b>SUB-TOTAL (B)</b>		<b>\$ -</b>

<b>(C) SUB-CONTRACTOR'S EXPENDITURE:</b>		
<b>Name</b>	<b>Reference</b>	<b>Amount</b>
<b>SUB-TOTAL (C)</b>		<b>\$0.00</b>

<b>GRAND TOTAL (A+B+C)*</b>	<b>\$0.00</b>
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NOTE: (1) \* Should agree with "Total Costs Incurred This Period" on front page.

|

**MEETING DATE** May 8, 2024

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

**DIRECTOR/DEPARTMENT** Carl Schmitz, Engineering 

**SUMMARY**

On April 28, 2017 the Governor signed Senate Bill 1 (SB1) known as the Road Repair and Accountability Act of 2017. SB1 increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years, to address basic road maintenance, rehabilitation and critical safety needs on the state highway and local streets and road system.

Beginning November 1, 2017, the State Controller (Controller) began depositing SB1 revenues into the Road Maintenance and Rehabilitation Account (RMRA). A percentage of RMRA funding is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h).

In order to receive RMRA funds local agencies must submit to the California Transportation Commission (CTC) a list of projects proposed to be funded by RMRA in the form of a City Council Resolution. SB1 includes accountability and governmental transparency provisions to inform the public of projects proposed for funding, and to report on status of projects each year.

This item requests City Council approval of the proposed project list within the Resolution to meet CTC reporting requirements. The proposed list includes the following five Capital Improvement Program projects: Bridge Restorations Citywide, Concrete Repair/Replacement Program, Pavement Repair and Rehabilitation Citywide, Crack Sealing Citywide, and Pavement Roadway Maintenance Citywide.

**ENVIRONMENTAL REVIEW**

Compliance with the California Environmental Quality Act (CEQA) would be required prior to construction authorization.

**FINANCIAL STATEMENT** 

Funding for the Fiscal Year 2024-25 SB1 RMRA (Gas Tax) projects is included in the Proposed 2024-2028 Capital Improvement Program.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** 

Adopt the Resolution approving a list of projects funded by the Road Maintenance and Rehabilitation Account for SB1 reporting requirements.

**ATTACHMENTS** Resolution



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY  
SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive an estimated \$1,518,650 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

**WHEREAS**, this is the 8<sup>th</sup> year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS**, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate 70 streets/roads, 1 bridge, add active transportation infrastructure throughout the City this year and several similar projects into the future; and

**WHEREAS**, the 2021 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an at-risk condition and this

revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Santee, State of California, as follows:

**Section 1:** The foregoing recitals are true and correct.

**Section 2:** The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

**A. Project Title:** Pavement Repair and Rehabilitation 2024

**Project Description:** This project will fund the administration and construction to repair roads with asphalt overlays and reconstruction of the pavement section. It will also conduct adjacent repairs to curbs, gutters, sidewalks, pedestrian ramps, and associated drainage improvements.

**Project Location:** As identified in the City's Pavement Management Report dated April 2022 and Street List 'A' - Pavement Repair and Rehabilitation 2024, available for review on the City's website at [www.cityofsanteeca.gov/government/engineering/helpful-resources](http://www.cityofsanteeca.gov/government/engineering/helpful-resources).

**Estimated Project Schedule:** Start 01/2024 - Completion 02/2025 based on the components being funded with RMRA funds.

**Estimated Project Useful Life:** 15 to 20 Years.

**B. Project Title:** Pavement Roadway Maintenance 2024

**Project Description:** This project will fund the administration and construction to repair roads with slurry seals, cape seals and chip seals for City streets. It will also conduct adjacent repairs to curbs, gutters, sidewalks, pedestrian ramps, and associated drainage improvements.

**Project Location:** As identified in the City's Pavement Management Report dated April 2022 and Street List 'B' - Pavement Roadway Maintenance 2024, available for review on the City's website at [www.cityofsanteeca.gov/government/engineering/helpful-resources](http://www.cityofsanteeca.gov/government/engineering/helpful-resources).

**Estimated Project Schedule:** Start 01/2024 - Completion 02/2025 based on the components being funded with RMRA funds.

**Estimated Project Useful Life:** 10 to 15 Years.

**C. Project Title:** Citywide Crack Sealing Program 2024

**Project Description:** This project will fund the administration and construction to repair roads with crack sealing prior to asphalt overlays, reconstruction, slurry seals, and cape seals that will be performed by the Pavement Roadway Maintenance Citywide 2024 and Pavement Repair and Rehabilitation Citywide 2024 program projects.

**Project Location:** Various streets as identified on Street List 'A' - Pavement Repair and Rehabilitation 2024 and Street List 'B' - Pavement Roadway Maintenance 2024, available for review on the City's website at [www.cityofsanteeca.gov/government/engineering/helpful-resources](http://www.cityofsanteeca.gov/government/engineering/helpful-resources).

**Estimated Project Schedule:** Start 01/2024 - Completion 12/2024 based on the components being funded with RMRA funds.

**Estimated Project Useful Life:** 10 to 15 Years.

**Section 3:** The following previously proposed and adopted projects may also utilize Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

**A. Project Title:** Bridge Restorations Citywide

**Project Description:** This project will fund the administration and construction for maintenance and repairs to City bridges. This includes the replacement of bridge deck joint seals, deck seals, patching and concrete overlays.

**Project Location:** Various City bridges whose prioritization is based on the Caltrans bi-annual bridge inspection reports. Bridges include Cuyamaca Street, Carlton Hills Boulevard, Carlton Oaks Drive, Prospect Avenue, Olive Lane, Mission Gorge Road and Mast Boulevard.

**Estimated Project Schedule:** Start 07/2024 - Completion 06/2025 based on the components being funded with RMRA funds.

**Estimated Project Useful Life:** 20 to 50 Years

**B. Project Title:** Concrete Repair/Replacement Program 2024



**Project Description:** This project will fund the administration and construction to repair or replace damaged concrete curbs, gutters, sidewalks, driveways and pedestrian ramps throughout the City.

**Project Location:** Various streets as identified on Street List 'C' - Citywide Concrete Repair/Rehabilitation Program 2024, available for review on the City's website at [www.cityofsanteeca.gov/government/engineering/helpful-resources](http://www.cityofsanteeca.gov/government/engineering/helpful-resources).

**Estimated Project Schedule:** Start 02/2024 - Completion 02/2025 based on the components being funded with RMRA funds.

**Estimated Project Useful Life:** 20 to 50 Years

**PASSED AND ADOPTED** by the City Council of the City of Santee, State of California at a Regular Meeting thereof held this 8<sup>th</sup> day of May 2024, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**JOHN W. MINTO, MAYOR**

**ATTEST:**

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**ANNETTE ORTIZ, CMC, CITY CLERK**