



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

## CITY OF SANTEE REGULAR MEETING AGENDA Santee City Council

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

### MEETING INFORMATION

**Wednesday, September 8, 2021**  
**6:30 p.m.**  
**Council Chambers | Building 2**  
**10601 Magnolia Ave • Santee, CA 92071**

### Staff

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

### 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

Please be advised that current public health orders require unvaccinated attendees to wear a face covering while inside the Council Chambers. If you enter the Council Chambers without a face covering, you are self-certifying that you have been vaccinated.

### 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. Speakers must adhere to the public health order requirement to wear a face covering if unvaccinated. 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 Rob McNelis  
Council Members Ronn Hall, Laura Koval, and Dustin Trotter

**LEGISLATIVE INVOCATION:** Carlton Hills Evangelical Lutheran Church – Reverend  
Andreas Walker-Thode

**PLEDGE OF ALLEGIANCE**

**PROCLAMATION:** Constitution Week September 17 through 23, 2021

**CERTIFICATE OF RECOGNITION:** Deputy Scott Miller, San Diego Sheriff's Department

**CONSENT CALENDAR:**

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

- (1) **Approval of Reading by Title Only and Waiver of Reading in Full of Ordinances and Resolutions on the Agenda. (City Clerk – Ortiz)**
- (2) **Approval of Meeting Minutes of the Santee City Council for the August 25, 2021, Regular Meeting. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as Presented. (Finance – McDermott)**
- (4) **Approval of the Expenditure of \$81,918.80 for August 2021 Legal Services and Reimbursable Costs. (Finance – McDermott)**
- (5) **Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with IMS for the Preparation of the Pavement Condition Report 2022. (Development Services – Kush)**
- (6) **Adoption of a Resolution Approving Application for Proposition 68 Per Capita Grant Funds and the Appropriation of Funds. (Community Services – Maertz)**
- (7) **Award of Contract for Plumbing Repairs and Maintenance to HPS Mechanical, Inc. per Bid #21/22-20058. (Community Services – Maertz)**



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

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

**CONTINUED BUSINESS:**

- (8) American Rescue Plan Act Expenditure Plan. (Finance/City Manager – McDermott/Best)**

Recommendation:

Provide additional direction to staff regarding the use of federal American Rescue Plan Act funds, adopt the expenditure plan reflecting any adjustments as directed by the City Council and authorize the City Manager to adjust funding allocations based on necessity consistent with the City Council's stated priorities.

- (9) Report on the Delivery of Building Division Services within the Department of Development Services as Requested by the City Council. (City Manager – Best)**

Recommendation:

Receive report on the review of Building Division Services and provide further direction regarding any requested changes.

**NEW BUSINESS:**

- (10) Report Outlining the Policies, Procedures and Goals of the Various Citizen Boards, Commissions and Committees for the City of Santee. (City Clerk – Ortiz)**

Recommendation:

Receive report.

- (11) Possible Letters to the County of San Diego and State of California Redistricting Commissions Regarding Inclusion of the Weston Community in the Santee Community of Interest and Appropriate Districts. (City Manager – Best)**

Recommendation:

Provide direction to staff whether to send the letters and make the templates available to Weston homeowners.



**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  
SEPTEMBER & OCTOBER MEETINGS**

|                    |                                       |                            |
|--------------------|---------------------------------------|----------------------------|
| Sept 02            | SPARC                                 | Council Chamber            |
| Sept 08            | Council Meeting                       | Council Chamber            |
| Sept 13            | Community Oriented Policing Committee | Council Chamber            |
| Sept 16            | SMHFPC                                | Council Chamber            |
| <del>Sept 22</del> | <del>Council Meeting</del> CANCELLED  | <del>Council Chamber</del> |
|                    |                                       |                            |
| Oct 07             | SPARC                                 | Council Chamber            |
| Oct 11             | Community Oriented Policing Committee | Council Chamber            |
| Oct 13             | Council Meeting                       | Council Chamber            |
| Oct 27             | 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** September 8, 2021

**ITEM TITLE** PROCLAMATION: CONSTITUTION WEEK

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

**SUMMARY**

September 17, 2021 marks the 234<sup>nd</sup> anniversary of the drafting of the Constitution of the United States of America. The Letitia Coxe Shelby Chapter of the National Society of the Daughters of the American Revolution requested our participation in the observance of this special event by proclaiming "Constitution Week" in the city of Santee.

In support of the request, a proclamation has been prepared and will be mailed to the Constitution Week Chairperson, Mrs. Jane Zoch.

The proclamation will be proudly displayed at the Constitution Week meeting along with those of other communities throughout the County.

**FINANCIAL STATEMENT**

N/A

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

**RECOMMENDATION** *MSB*

Mail proclamation for display.

**ATTACHMENT**

Proclamation.



# | Proclamation

**WHEREAS**, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

**WHEREAS**, September 17, 2021 marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, it is fitting and proper to officially recognize this magnificent document and its memorable anniversary, and the patriotic celebrations which will commemorate the occasion.


**NOW, THEREFORE**, I, John W. Minto, Mayor of the city of Santee, on behalf of the City Council, do hereby proclaim the week of September 17 through 23, 2021 as

## “CONSTITUTION WEEK”

in the city of Santee and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities that privilege involves.

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



  
\_\_\_\_\_  
Mayor John W. Minto

**MEETING DATE** September 8, 2021

**ITEM TITLE** CERTIFICATE OF RECOGNITION: DEPUTY SCOTT MILLER

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

**SUMMARY**

Deputy Scott Miller has worked for the San Diego Sheriff's Department and been assigned to the Santee Patrol Station for approximately one year. Prior to his lateral transfer to the Sheriff's Department, he worked for the Chula Vista Police Department for four years.

On August 27, 2021, Deputy Miller accompanied Council Member Dustin Trotter for a patrol ride-a-long. During that shift, Deputy Miller made an arrest that resulted in the seizure of a stolen and loaded firearm and narcotics. His work ethic and determination make him an invaluable asset to the Sheriff's Department and the city of Santee.

A Certificate of Appreciation has been prepared in recognition of Deputy Miller.

**FINANCIAL STATEMENT**

N/A

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

**RECOMMENDATION** *MAB*

Recognize Santee Sheriff's Deputy Scott Miller.

**ATTACHMENT**

Certificate of Appreciation.





City of Santee  
Certificate of Appreciation

*presented to*

Santee Sheriff's Deputy Scott Miller

In appreciation of your outstanding work ethic and dedication to protecting the community of Santee.  
You are an invaluable asset to the San Diego Sheriff's Department and the citizens of Santee.


  
Mayor John W. Minto

September 8, 2021



**MEETING DATE** September 8, 2021

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

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

**SUMMARY**

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

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

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

**FINANCIAL STATEMENT**

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION**

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

**ATTACHMENT**

None



**MEETING DATE** September 8, 2021

**ITEM TITLE** APPROVAL OF MEETING MINUTES OF THE SANTEE CITY COUNCIL FOR THE AUGUST 25, 2021, 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

- August 25, 2021

# DRAFT

**Minutes  
Santee City Council  
Council Chamber – Building 2  
10601 Magnolia Avenue  
Santee, California  
August 25, 2021**

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 Rob McNelis and Council Members Ronn Hall, Laura Koval and Dustin Trotter– 5.

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

The City Clerk made an announcement regarding technical issues.

**INVOCATION** was given by Senior Pastor Michael Emery – Sunrise Church

**PLEDGE OF ALLEGIANCE** was led by Principal Civil Engineer, Scott Johnson

**PROCLAMATION:** Proclaim August 25, 2021, Rex Cole Day

**CONSENT CALENDAR:**

- (1) **Approval of Reading by Title Only and Waiver of Reading in Full of Ordinances and Resolutions on the Agenda. (City Clerk – Ortiz)**
- (2) **Approval of Meeting Minutes of the Santee City Council for the August 25, 2021, Regular Meetings. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as Presented. (Finance – McDermott)**
- (4) **Approval of the Expenditure of \$81,870.89 for July 2021 Legal Services and Reimbursable Costs. (Finance – McDermott)**
- (5) **Adoption of a Resolution Accepting the Public Improvements Associated with the Santee Senior Retirement Communities III, LLC (P2007-12) Location: Lantern Crest, 8549 Graves Avenue. (Development Services – Kush) (Reso 079-2021)**
- (6) **Authorization of the First Amendment to the Agreement with BW Research Partnership, Inc. for Preparation of a Community Survey on Diversity, Equity and Inclusion. (City Manager - Best)**

**ACTION:** Vice Mayor McNelis moved approval of the Consent Calendar.

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

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

- (A) Lynda Marrokal, expressed concerns regarding height requirements pertaining to the new building that will block her neighbors at Prospect homes.

**NEW BUSINESS:**

- (7) **An Urgency Ordinance Enacting an Essential Housing Program to Boost Housing Production and Improve Housing Affordability in Order to Achieve the Goals Set Forth in the City's Housing Element (Sixth Cycle: 2021-2029) and Determining the Ordinance Exempt from the California Environmental Quality Act. (City Manager – Best) (Ord 592)**

The City Attorney introduced the Item and the Director of Development Services provided a PowerPoint presentation.

**PUBLIC SPEAKER:**

- Leshia Montoya, San Diego Association of Realtors
- Lynda Marrokal

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

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

- (8) **Resolution of the City Council Finding in Support of and Authorizing an Open Market Purchase of One New 2022 Braun North Star 171-3 Ambulance on a 2022 Ford E450 Chassis and the Appropriation of Funds from the General Fund Paramedic Program Reserve. (Fire – Garlow) (Reso 080-2021)**

The Fire Chief presented the Item.

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

Vice Mayor McNelis seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor McNelis: Aye; and Council Members Hall: Aye; Koval: Aye;

and Trotter: Aye. Ayes: 5. Noes: 0.

**(9) Resolution Supporting the County of San Diego's Consideration of Dissolution of County Service Area No. 69. (Fire – Garlow) (Reso 081-2021)**

The Fire Chief presented the Item and responded to Council questions.

Council Member Koval, stated as the Chair of CSA69, she wrote a letter to the San Diego County Board of Supervisors, in support of the dissolution.

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

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

**(10) Resolution Authorizing the City Manager to Execute a Professional Services Agreement with D-Max Engineering, Inc. for Storm Water Program As-Needed Staffing Services. (Development Services – Kush) (Reso 082-2021)**

The Director of Development Services presented the Item.

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

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

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

None.

**CITY COUNCIL REPORTS:**

Council Member Trotter reported that groundbreaking for the Veteran's Memorial is on September 1, 2021.

Council Member Hall urged Council to write a letter in support of SB 9; he reported on the new PRONTO cards with Metropolitan Transit System, allowing for free rides when you register.

**CITY MANAGER REPORTS:**

The City Manager reported that the firebreak project will begin on September 1, 2021;

she presented an update regarding the Community Center Project.

**CITY ATTORNEY REPORTS:**

None.

**CLOSED SESSION:**

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 7:23 p.m.

Date Approved:

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Annette Ortiz, CMC, City Clerk

DRAFT

**MEETING DATE** September 8, 2021

**ITEM TITLE** PAYMENT OF DEMANDS

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

**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** *m*

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

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MDB*

Approve the payment of demands as presented.

**ATTACHMENT**

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



Payment of Demands  
Summary of Payments Issued

| <u>Date</u> | <u>Description</u> | <u>Amount</u>         |
|-------------|--------------------|-----------------------|
| 08/26/2021  | Payroll            | \$ 433,021.75         |
| 08/26/2021  | Accounts Payable   | 452,060.82            |
| 08/26/2021  | Accounts Payable   | 17,180.52             |
| 08/26/2021  | Accounts Payable   | 109,102.57            |
| 08/30/2021  | Accounts Payable   | 77,216.97             |
| 08/31/2021  | Accounts Payable   | 122,756.15            |
| 09/01/2021  | Retiree Health     | <u>5,385.00</u>       |
|             | TOTAL              | <u>\$1,216,723.78</u> |

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



Tim K. McDermott, Director of Finance

Bank code : ubgen

| Voucher | Date      | Vendor                         | Invoice             | PO #  | Description/Account         | Amount         |                  |
|---------|-----------|--------------------------------|---------------------|-------|-----------------------------|----------------|------------------|
| 128313  | 8/26/2021 | 10633 ALL STAR GLASS INC       | IEC014069           | 53424 | VEHICLE REPAIR              | 79.00          |                  |
|         |           |                                |                     |       |                             | <b>Total :</b> | <b>79.00</b>     |
| 128314  | 8/26/2021 | 14241 ALL-AMERICAN LEADERSHIP  | 20265               | 53507 | ONLINE TRAINING PROGRAM     | 12,000.00      |                  |
|         |           |                                |                     |       |                             | <b>Total :</b> | <b>12,000.00</b> |
| 128315  | 8/26/2021 | 11445 AMERICAN MESSAGING       | L1072898VH          |       | FD PAGER SERVICE            | 164.81         |                  |
|         |           |                                |                     |       |                             | <b>Total :</b> | <b>164.81</b>    |
| 128316  | 8/26/2021 | 12951 BERRY, BONNIE F.         | September 1, 2021   |       | RETIREE HEALTH PAYMENT      | 91.00          |                  |
|         |           |                                |                     |       |                             | <b>Total :</b> | <b>91.00</b>     |
| 128317  | 8/26/2021 | 10020 BEST BEST & KRIEGER LLP  | LEGAL SVCS JUL 2021 |       | LEGAL SVCS JUL 2021         | 81,870.89      |                  |
|         |           |                                |                     |       |                             | <b>Total :</b> | <b>81,870.89</b> |
| 128318  | 8/26/2021 | 11513 BOND, ELLEN              | 09012021-263        |       | MEADOWBROOK HARDSHIP PROC   | 61.55          |                  |
|         |           |                                |                     |       |                             | <b>Total :</b> | <b>61.55</b>     |
| 128319  | 8/26/2021 | 13292 BORDER TIRE              | 8024159             | 53406 | TIRES                       | 627.94         |                  |
|         |           |                                |                     |       |                             | <b>Total :</b> | <b>627.94</b>    |
| 128320  | 8/26/2021 | 11402 CARROLL, JUDI            | 09012021-96         |       | MEADOWBROOK HARDSHIP PROC   | 61.70          |                  |
|         |           |                                |                     |       |                             | <b>Total :</b> | <b>61.70</b>     |
| 128321  | 8/26/2021 | 10569 CHARLENE'S DANCE N CHEER | 332                 |       | INSTRUCTOR PAYMENT          | 2,382.00       |                  |
|         |           |                                |                     |       |                             | <b>Total :</b> | <b>2,382.00</b>  |
| 128322  | 8/26/2021 | 10032 CINTAS CORPORATION #694  | 4091859035          | 53483 | UNIFORM/PARTS CLEANER RNTL  | 77.50          |                  |
|         |           |                                |                     |       |                             | <b>Total :</b> | <b>77.50</b>     |
| 128323  | 8/26/2021 | 11409 CLAYTON, SYLVIA          | 09012021-340        |       | MEADOWBROOK HARDSHIP PROC   | 64.57          |                  |
|         |           |                                |                     |       |                             | <b>Total :</b> | <b>64.57</b>     |
| 128324  | 8/26/2021 | 10268 COOPER, JACKIE           | September 1, 2021   |       | RETIREE HEALTH PAYMENT      | 91.00          |                  |
|         |           |                                |                     |       |                             | <b>Total :</b> | <b>91.00</b>     |
| 128325  | 8/26/2021 | 12153 CORODATA RECORDS         | RS4713290           | 53565 | RECORD STORAGE, RETRIEVAL & | 470.30         |                  |

Bank code : ubgen

| Voucher | Date      | Vendor                              | Invoice  | PO #           | Description/Account  | Amount                    |
|---------|-----------|-------------------------------------|--|----------------|--|---------------------------|
| 128325  | 8/26/2021 | 12153 12153 CORODATA RECORDS        | (Continued)  |                |  | <b>Total : 470.30</b>     |
| 128326  | 8/26/2021 | 11862 CORODATA SHREDDING INC        | DN1324307  | 53566          | SECURE DESCTRUCTION SERVICE                                    | 42.87                     |
|         |           |                                     |  |                |  | <b>Total : 42.87</b>      |
| 128327  | 8/26/2021 | 10358 COUNTY OF SAN DIEGO           | 22CTOFSAN01<br>22CTOFSASN01  | 53559<br>53508 | SHERIFF RADIOS<br>800 MHZ ACCESS (FIRE/PS)                     | 3,705.00<br>1,710.00      |
|         |           |                                     |  |                |  | <b>Total : 5,415.00</b>   |
| 128328  | 8/26/2021 | 10040 COUNTYWIDE MECHANICAL SYSTEMS | 42694  | 53436          | HVAC MAINT & REPAIRS   | 2,587.19                  |
|         |           |                                     |  |                |  | <b>Total : 2,587.19</b>   |
| 128329  | 8/26/2021 | 10333 COX COMMUNICATIONS            | 052335901-SEPT 2021<br>064114701- SEPT 2021<br>066401501-SEPT 2021 |                | 8950 COTTONWOOD AVE<br>8115 ARLETTE ST<br>10601 N MAGNOLIA AVE | 185.89<br>197.02<br>8.55  |
|         |           |                                     |  |                |  | <b>Total : 391.46</b>     |
| 128330  | 8/26/2021 | 12356 DAVIS FARR LLP                | 10321  | 53347          | FYE 20/21 ANNUAL AUDIT FEE                                     | 5,750.00                  |
|         |           |                                     |  |                |  | <b>Total : 5,750.00</b>   |
| 128331  | 8/26/2021 | 12438 DIESEL PRINT CO, LLC          | 2627   | 53363          | PRINTING CHARGE  | 796.16                    |
|         |           |                                     |  |                |  | <b>Total : 796.16</b>     |
| 128332  | 8/26/2021 | 12593 ELLISON WILSON ADVOCACY, LLC  | 2021-07-10<br>2021-08-10   | 53567<br>53567 | LEGISLATIVE ADVOCACY SERVICE<br>LEGISLATIVE ADVOCACY SERVICE   | 1,500.00<br>1,500.00      |
|         |           |                                     |  |                |  | <b>Total : 3,000.00</b>   |
| 128333  | 8/26/2021 | 10057 ESGIL CORPORATION             | 08/2021  |                | SHARE OF FEES  | 121,999.85                |
|         |           |                                     |  |                |  | <b>Total : 121,999.85</b> |
| 128334  | 8/26/2021 | 10251 FEDERAL EXPRESS               | 7-451-98835  |                | SHIPPING CHARGES   | 41.69                     |
|         |           |                                     |  |                |  | <b>Total : 41.69</b>      |
| 128335  | 8/26/2021 | 10009 FIRE ETC                      | 157958   | 53371          | WALL-MOUNTED RACKS   | 2,117.29                  |
|         |           |                                     |  |                |  | <b>Total : 2,117.29</b>   |
| 128336  | 8/26/2021 | 12760 FOCUS PSYCHOLOGICAL           | SANTEE2021-7   | 53523          | COUNSELING SERVICES  | 750.00                    |

Bank code : ubgen

| Voucher | Date      | Vendor                           | Invoice              | PO #           | Description/Account                            | Amount                  |
|---------|-----------|----------------------------------|----------------------|----------------|--|-------------------------|
| 128336  | 8/26/2021 | 12760 12760 FOCUS PSYCHOLOGICAL  | (Continued)          |                |  | <b>Total : 750.00</b>   |
| 128337  | 8/26/2021 | 10065 GLOBAL POWER GROUP INC     | 75423                | 53495          | GENERATOR MAINT & REPAIRS                      | 100.00                  |
|         |           |                                  |                      |                |  | <b>Total : 100.00</b>   |
| 128338  | 8/26/2021 | 14344 LEDESMA, ANDRES            | Ref000073269         |                | CORRECTED LICENSE TYPE REFU                    | 43.00                   |
|         |           |                                  |                      |                |  | <b>Total : 43.00</b>    |
| 128339  | 8/26/2021 | 11196 HD SUPPLY FACILITIES       | 9193859768           | 53409          | STATION SUPPLIES                               | 219.69                  |
|         |           |                                  |                      |                |  | <b>Total : 219.69</b>   |
| 128340  | 8/26/2021 | 10144 HDL COREN & CONE           | SIN010499            | 53516          | 2020-21 ACFR STATISTICAL PACKA                 | 695.00                  |
|         |           |                                  |                      |                |  | <b>Total : 695.00</b>   |
| 128341  | 8/26/2021 | 10256 HOME DEPOT CREDIT SERVICES | 7163099              | 53410          | SHOP SUPPLIES                                  | 38.18                   |
|         |           |                                  |                      |                |  | <b>Total : 38.18</b>    |
| 128342  | 8/26/2021 | 11391 HUMPHREY, BREANNE          | 832021               |                | 3CMA CONFERENCE                                | 182.00                  |
|         |           |                                  |                      |                |  | <b>Total : 182.00</b>   |
| 128343  | 8/26/2021 | 11807 IMPERIAL SPRINKLER SUPPLY  | 4760562-00           | 53448          | IRRIGATION SUPPLIES                            | 73.05                   |
|         |           |                                  |                      |                |  | <b>Total : 73.05</b>    |
| 128344  | 8/26/2021 | 14268 JOHNSON EQUIPMENT COMPANY  | 7402                 | 53359<br>53359 | VHF RADIOS FOR OES ENGINE                      | 5,005.11                |
|         |           |                                  |                      |                |  | <b>Total : 5,005.11</b> |
| 128345  | 8/26/2021 | 13851 LAWSON PRODUCTS, INC       | 9308671581           | 53411          | SHOP SUPPLIES                                  | 3.32                    |
|         |           |                                  |                      |                |  | <b>Total : 3.32</b>     |
| 128346  | 8/26/2021 | 13155 LIFETIME DOG TRAINING, LLC | 1008                 |                | INSTRUCTOR PAYMENT                             | 792.00                  |
|         |           |                                  |                      |                |  | <b>Total : 792.00</b>   |
| 128347  | 8/26/2021 | 10982 MATSUSHITA, JUSTIN         | 08052021             |                | TUITION REIMBURSEMENT                          | 1,959.00                |
|         |           |                                  |                      |                |  | <b>Total : 1,959.00</b> |
| 128348  | 8/26/2021 | 10079 MEDICO HEALTHCARE LINEN    | 20447992<br>20447994 | 53546<br>53546 | MEDICAL LINEN SERVICE<br>MEDICAL LINEN SERVICE | 20.62<br>13.01          |

Bank code : ubgen

| Voucher | Date      | Vendor                               | Invoice           | PO #  | Description/Account        | Amount            |
|---------|-----------|--------------------------------------|-------------------|-------|----------------------------|-------------------|
| 128348  | 8/26/2021 | 10079 10079 MEDICO HEALTHCARE LINEN  | (Continued)       |       |                            | Total : 33.63     |
| 128349  | 8/26/2021 | 10083 MUNICIPAL EMERGENCY SERVICES   | IN1595756         | 53373 | STRUCTURE GLOVES           | 941.14            |
|         |           |                                      |                   |       |                            | Total : 941.14    |
| 128350  | 8/26/2021 | 10344 PADRE DAM MUNICIPAL WATER DIST | 90000367-AUG 2021 |       | GROUP BILL                 | 46,095.57         |
|         |           |                                      |                   |       |                            | Total : 46,095.57 |
| 128351  | 8/26/2021 | 11442 PATTERSON, LUANNE              | 09012021-225      |       | MEADOWBROOK HARDSHIP PROG  | 59.52             |
|         |           |                                      |                   |       |                            | Total : 59.52     |
| 128352  | 8/26/2021 | 10101 PROFESSIONAL MEDICAL SUPPLY    | B015703           | 53412 | OXYGEN CYLINDERS & REFILLS | 130.20            |
|         |           |                                      | B015704           | 53412 | OXYGEN CYLINDERS & REFILLS | 93.00             |
|         |           |                                      |                   |       |                            | Total : 223.20    |
| 128353  | 8/26/2021 | 14346 PRONTO PLUMBING & DRAINS, INC  | 21STE-00959       |       | PERMIT REFUND              | 131.94            |
|         |           |                                      |                   |       |                            | Total : 131.94    |
| 128354  | 8/26/2021 | 12062 PURETEC INDUSTRIAL WATER       | 1899795           |       | DEIONIZED WATER SERVICE    | 57.42             |
|         |           |                                      | 1899796           |       | DEIONIZED WATER SERVICE    | 38.29             |
|         |           |                                      | 1904780           |       | DEIONIZED WATER SERVICE    | 109.38            |
|         |           |                                      |                   |       |                            | Total : 205.09    |
| 128355  | 8/26/2021 | 12237 RAYON, KYLE                    | September 1, 2921 |       | RETIREE HEALTH PAYMENT     | 91.00             |
|         |           |                                      |                   |       |                            | Total : 91.00     |
| 128356  | 8/26/2021 | 12256 ROE, DARLENE                   | 09012021-318      |       | MEADOWBROOK HARDSHIP PROG  | 62.56             |
|         |           |                                      |                   |       |                            | Total : 62.56     |
| 128357  | 8/26/2021 | 14345 ROLLINS, CHRIS                 | GRD1267           |       | REFUNDABLE DEPOSIT         | 1,038.60          |
|         |           |                                      |                   |       |                            | Total : 1,038.60  |
| 128358  | 8/26/2021 | 10097 ROMAINE ELECTRIC CORPORATION   | 12-051686         |       | CREDIT ON ACCOUNT          | -218.41           |
|         |           |                                      | 12-053780         | 53413 | VEHICLE PART               | 1,106.38          |
|         |           |                                      | 12-053813         | 53413 | SHOP SUPPLIES              | 119.60            |
|         |           |                                      |                   |       |                            | Total : 1,007.57  |
| 128359  | 8/26/2021 | 13061 SAN DIEGO HUMANE SOCIETY &     | AUG-21            | 53530 | ANIMAL CONTROL SERVICES    | 36,794.00         |

Voucher List  
CITY OF SANTEE

Bank code : ubgen

| Voucher | Date      | Vendor                                 | Invoice  | PO #                                      | Description/Account  | Amount   |
|---------|-----------|--|--|---|--|--|
| 128359  | 8/26/2021 | 13061 13061 SAN DIEGO HUMANE SOCIETY & | (Continued)  |   |  | <b>Total : 36,794.00</b>   |
| 128360  | 8/26/2021 | 13171 SC COMMERCIAL, LLC               | 1924490-IN<br>1927341-IN   | 53480<br>53480                            | DELIVERED FUEL<br>DELIVERED FUEL   | 570.89<br>510.75<br><b>Total : 1,081.64</b>                            |
| 128361  | 8/26/2021 | 13554 SC FUELS                         | 0424594-DEF<br>0424594-F   | 53488<br>53481                            | DIESEL EXHAUST FLUID (DEF)<br>FLEET CARD FUELING   | 10.12<br>1,823.85<br><b>Total : 1,833.97</b>                           |
| 128362  | 8/26/2021 | 12223 SITEONE LANDSCAPE SUPPLY LLC     | 111736249-001<br>111801536-001<br>111806234-001<br>112015435-001 | 53550<br>53550<br>53550<br>53550          | IRRIGATION SUPPLIES<br>IRRIGATION SUPPLIES<br>IRRIGATION SUPPLIES<br>IRRIGATION SUPPLIES   | 1,155.72<br>63.98<br>96.57<br>90.71<br><b>Total : 1,406.98</b>         |
| 128363  | 8/26/2021 | 10837 SOUTHWEST TRAFFIC SIGNAL         | 81118<br>81140<br>81141<br>81142                                 | 53587<br>53587<br>53587<br>53587          | CONFLICT MONITORS PURCHASE<br>USA MARKOUTS<br>TRAFFIC SIGNAL MAINTENANCE<br>TRAFFIC SIGNAL SERVICE CALLS                           | 3,321.42<br>244.08<br>4,032.71<br>3,599.76<br><b>Total : 11,197.97</b> |
| 128364  | 8/26/2021 | 14240 SPICER CONSULTING GROUP          | 0858   | 53327                                     | SPECIAL DISTRICT-JUL 2021 ADMII  | 2,229.17<br><b>Total : 2,229.17</b>                                    |
| 128365  | 8/26/2021 | 11403 ST. JOHN, LYNNE                  | 09012021-78  |   | MEADOWBROOK HARDSHIP PROC  | 61.81<br><b>Total : 61.81</b>  |
| 128366  | 8/26/2021 | 10217 STAPLES ADVANTAGE                | 3482528673<br>3482975920<br>3483045631                           | 53548<br>53513<br>53467                   | OFFICE SUPPLIES - DDS<br>OFFICE SUPPLIES - FINANCE<br>OFFICE SUPPLIES  | 65.54<br>37.34<br>23.30<br><b>Total : 126.18</b>                       |
| 128367  | 8/26/2021 | 10119 STEVEN SMITH LANDSCAPE INC       | 47577<br>47578<br>47579<br>47596<br>47597                        | 53417<br>53418<br>53502<br>53502<br>53418 | AREA 1 LANDSCAPE SERVICES<br>AREA 2 LANDSCAPE SERVICES<br>AREA 3 LANDSCAPE SERVICES<br>JULY EXTRA WORK AREA 3<br>EXTRA WORK AREA 2 | 50,836.25<br>18,652.79<br>11,447.56<br>1,440.00<br>1,260.00            |


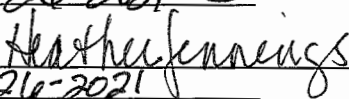
Voucher List  
CITY OF SANTEE

Bank code : ubgen

| Voucher | Date      | Vendor | Invoice                          | PO #                              | Description/Account   | Amount  |
|---------|-----------|--------|----------------------------------|-----------------------------------|---|---|
| 128367  | 8/26/2021 | 10119  | 10119 STEVEN SMITH LANDSCAPE INC | (Continued)                       |   | <b>Total : 83,636.60</b>  |
| 128368  | 8/26/2021 | 10250  | THE EAST COUNTY                  | 00108435<br>00108681              | 53538<br>INVITATION TO BID - SD RIVER TRA<br>NOTICE OF PUBLIC HEARING - LAL | 861.00<br>336.00<br><b>Total : 1,197.00</b>                                   |
| 128369  | 8/26/2021 | 10133  | UNDERGROUND SERVICE ALERT        | 720210701<br>dsb20203991          | 53563<br>53563  | DIG ALERT SERVICES<br>DIG ALERT SERVICES - STATE FEE<br><b>Total : 229.29</b> |
| 128370  | 8/26/2021 | 11194  | USAFACT INC                      | 1080738                           |   | BACKGROUND CHECK<br><b>Total : 18.52</b>                                      |
| 128371  | 8/26/2021 | 12528  | VALVERDE, KATHY                  | 080421                            |   | 3CMA CONFERENCE<br><b>Total : 182.00</b>                                      |
| 128372  | 8/26/2021 | 11305  | VELOCITY TRUCK CENTERS           | RA290023061;01                    | 53575   | VEHICLE REPAIR<br><b>Total : 3,433.48</b>                                     |
| 128373  | 8/26/2021 | 10475  | VERIZON WIRELESS                 | 572028810-00001-AUG<br>9885989503 |   | CELL PHONE SERVICE<br>WIFI SERVICE & TABLETS<br><b>Total : 7,851.93</b>       |
| 128374  | 8/26/2021 | 12470  | VIVINT SOLAR                     | 20STE-PV00373<br>20STE-PV00631    |   | PERMIT REFUND<br>PERMIT REFUND<br><b>Total : 327.38</b>                       |
| 128375  | 8/26/2021 | 10537  | WETMORE'S                        | 06P15646<br>06P16548              | 53475<br>53475  | VEHICLE SUPPLIES<br>VEHICLE SUPPLIES<br><b>Total : 78.86</b>                  |
| 128376  | 8/26/2021 | 12930  | WILLIAMS, ROCHELLE M.            | September 1, 2021                 |   | RETIREE HEALTH PAYMENT<br><b>Total : 91.00</b>                                |
| 128377  | 8/26/2021 | 12641  | WITTORFF, VICKY DENISE           | September 1, 2021                 |   | RETIREE HEALTH PAYMENT<br><b>Total : 31.00</b>                                |
| 128378  | 8/26/2021 | 10232  | XEROX CORPORATION                | 014030632                         | 53540   | COPIER LEASE & CHARGES-PSD<br>318.10  |

Bank code : ubgen

| Voucher                           | Date      | Vendor | Invoice                 | PO # | Description/Account | Amount                      |
|-----------------------------------|-----------|--------|-------------------------|------|---------------------|-----------------------------|
| 128378                            | 8/26/2021 | 10232  | 10232 XEROX CORPORATION |      | (Continued)         | Total : 318.10              |
| 66 Vouchers for bank code : ubgen |           |        |                         |      |                     | Bank total : 452,060.82     |
| 66 Vouchers in this report        |           |        |                         |      |                     | Total vouchers : 452,060.82 |

Prepared by:   
Date: 8-20-2021  
Approved by:   
Date: 8-26-2021

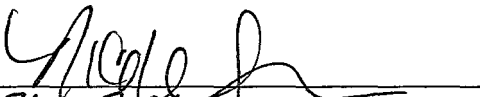


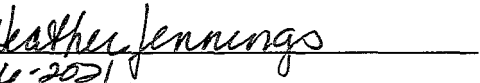
Bank code : ubgen

| Voucher                                  | Date      | Vendor                               | Invoice      | PO # | Description/Account            | Amount                            |
|--|-----------|--------------------------------------|--------------|------|--------------------------------|-----------------------------------|
| 128379                                   | 8/26/2021 | 12724 AMERICAN FIDELITY ASSURANCE    | D350525      |      | VOLUNTARY LIFE INS-AM FIDELITY | 5,084.64                          |
|  |           |                                      |              |      | <b>Total :</b>                 | <b>5,084.64</b>                   |
| 128380                                   | 8/26/2021 | 12903 AMERICAN FIDELITY ASSURANCE CO | PPE 08/18/21 |      | FLEXIBLE SPENDING ACCOUNT      | 2,440.76                          |
|  |           |                                      |              |      | <b>Total :</b>                 | <b>2,440.76</b>                   |
| 128381                                   | 8/26/2021 | 12722 FIDELITY SECURITY LIFE         | 164899034    |      | EYEMED - VOLUNTARY VISION      | 872.38                            |
|  |           |                                      |              |      | <b>Total :</b>                 | <b>872.38</b>                     |
| 128382                                   | 8/26/2021 | 10508 LIFE INSURANCE COMPANY OF      | August 2021  |      | LIFE/LTD INSURANCE             | 2,686.65                          |
|  |           |                                      |              |      | <b>Total :</b>                 | <b>2,686.65</b>                   |
| 128383                                   | 8/26/2021 | 10784 NATIONAL UNION FIRE INSURANCE  | August 2021  |      | VOLUNTARY AD&D                 | 79.75                             |
|  |           |                                      |              |      | <b>Total :</b>                 | <b>79.75</b>                      |
| 128384                                   | 8/26/2021 | 10335 SAN DIEGO FIREFIGHTERS FEDERAL | August 2021  |      | LONG TERM DISABILITY-SFFA      | 1,504.50                          |
|  |           |                                      |              |      | <b>Total :</b>                 | <b>1,504.50</b>                   |
| 128385                                   | 8/26/2021 | 10424 SANTEE FIREFIGHTERS            | PPE 08/18/21 |      | DUES/PEC/BENEVOLENT/BC EXP     | 3,087.54                          |
|  |           |                                      |              |      | <b>Total :</b>                 | <b>3,087.54</b>                   |
| 128386                                   | 8/26/2021 | 12892 SELMAN & COMPANY, LLC          | August 2021  |      | ID THEFT PROTECTION            | 180.00                            |
|  |           |                                      |              |      | <b>Total :</b>                 | <b>180.00</b>                     |
| 128387                                   | 8/26/2021 | 10776 STATE OF CALIFORNIA            | PPE 08/18/21 |      | WITHHOLDING ORDER              | 308.30                            |
|  |           |                                      |              |      | <b>Total :</b>                 | <b>308.30</b>                     |
| 128388                                   | 8/26/2021 | 10001 US BANK                        | PPE 08/18/21 |      | PARS RETIREMENT                | 936.00                            |
|  |           |                                      |              |      | <b>Total :</b>                 | <b>936.00</b>                     |
| <b>10 Vouchers for bank code : ubgen</b> |           |                                      |              |      |                                | <b>Bank total : 17,180.52</b>     |
| <b>10 Vouchers in this report</b>        |           |                                      |              |      |                                | <b>Total vouchers : 17,180.52</b> |

Bank code : ubgen

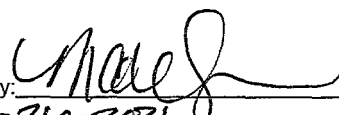
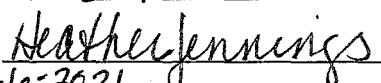
| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------|----------------|-------------|----------------------------|---------------|
|----------------|-------------|---------------|----------------|-------------|----------------------------|---------------|

Prepared by:   
Date: 8-26-2021

Approved by:   
Date: 8-26-2021


Bank code : ubgen

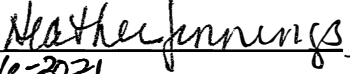
| Voucher | Date      | Vendor                           | Invoice      | PO # | Description/Account                     | Amount                             |
|---------|-----------|----------------------------------|--------------|------|---|------------------------------------|
| 983871  | 8/26/2021 | 10955 DEPARTMENT OF THE TREASURY | PPE 08/18/21 |      | FED WITHHOLD & MEDICARE                 | 109,102.57                         |
|         |           |                                  |              |      | <b>Total :</b>                          | <b>109,102.57</b>                  |
|         |           |                                  |              |      | <b>1 Vouchers for bank code : ubgen</b> | <b>Bank total : 109,102.57</b>     |
|         |           |                                  |              |      | <b>1 Vouchers in this report</b>        | <b>Total vouchers : 109,102.57</b> |

Prepared by:   
Date: 8-26-2021  
Approved by:   
Date: 8-26-2021

Bank code : ubgen

| Voucher                                 | Date      | Vendor                               | Invoice      | PO # | Description/Account   | Amount                  |                  |
|---|-----------|--------------------------------------|--------------|------|-----------------------|-------------------------|------------------|
| 52751                                   | 8/30/2021 | 10956 FRANCHISE TAX BOARD            | PPE 08/18/21 |      | CA STATE TAX WITHHELD | 37,174.41               |                  |
|   |           |                                      |              |      |                       | <b>Total :</b>          | <b>37,174.41</b> |
| 594731                                  | 8/30/2021 | 10959 VANTAGE TRANSFER AGENT/457     | PPE 08/18/21 |      | ICMA - 457            | 35,237.30               |                  |
|   |           |                                      |              |      |                       | <b>Total :</b>          | <b>35,237.30</b> |
| 594754                                  | 8/30/2021 | 10782 VANTAGEPOINT TRNSFR AGT/801801 | PPE 08/18/21 |      | RETIREE HSA           | 4,805.26                |                  |
|   |           |                                      |              |      |                       | <b>Total :</b>          | <b>4,805.26</b>  |
| <b>3 Vouchers for bank code : ubgen</b> |           |                                      |              |      |                       | <b>Bank total :</b>     | <b>77,216.97</b> |
| <b>3 Vouchers in this report</b>        |           |                                      |              |      |                       | <b>Total vouchers :</b> | <b>77,216.97</b> |

Prepared by:   
Date: 8-26-21

Approved by:   
Date: 8-26-2021

Bank code : ubgen

| Voucher | Date      | Vendor     | Invoice | PO # | Description/Account | Amount     |
|---------|-----------|------------|---------|------|---------------------|------------|
| 8214    | 8/31/2021 | 10353 PERS | 08 21 4 |      | RETIREMENT PAYMENT  | 122,756.15 |


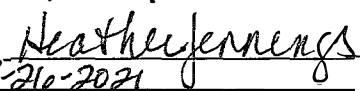
Total : 122,756.15

1 Vouchers for bank code : ubgen

Bank total : 122,756.15

1 Vouchers in this report

Total vouchers : 122,756.15

Prepared by:   
Date: 8-26-2021  
Approved by:   
Date: 8-26-2021

**MEETING DATE** September 8, 2021

**ITEM TITLE** APPROVAL OF THE EXPENDITURE OF \$81,918.80 FOR AUGUST 2021 LEGAL SERVICES AND REIMBURSABLE COSTS

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

**SUMMARY**

Legal services invoices proposed for payment for the month of August 2021 total \$81,918.80 as follows:

|                                      |                     |
|--------------------------------------|---------------------|
| 1) General Retainer Services         | \$ 15,743.00        |
| 2) Labor & Employment                | 2,721.60            |
| 3) Litigation & Claims               | 8,882.92            |
| 4) Special Projects - General Fund   | 32,626.58           |
| 5) Special Projects – Other Funds    | 10,516.90           |
| 6) Third-Party Reimbursable Projects | <u>11,427.80</u>    |
| Total                                | <u>\$ 81,918.80</u> |

**FINANCIAL STATEMENT** *TM*

|   | <u>AMOUNT</u> | <u>BALANCE</u> |
|---|---------------|----------------|
| General Fund:   |               |                |
| Adopted Budget  | \$ 796,920.00 |                |
| Revised Budget  | \$ 796,920.00 |                |
| Prior Expenditures                                      | (64,387.11)   |                |
| Current Request   | (59,974.10)   | \$ 672,558.79  |
| Other Funds (excluding third-party reimbursable items): |               |                |
| Adopted Budget  | \$ 85,000.00  |                |
| Revised Budget  | \$ 85,000.00  |                |
| Prior Expenditures                                      | (267.30)      |                |
| Current Request   | (10,516.90)   | \$ 74,215.80   |

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MSB*

Approve the expenditure of \$81,918.80 for August 2021 legal services and reimbursable costs.

**ATTACHMENTS**

1. Legal Services Billing Summary August 2021
2. Legal Services Billing Recap FY 2021-22



**LEGAL SERVICES BILLING SUMMARY  
AUGUST 2021**

Attachment 1

| DESCRIPTION   | CURRENT<br>AMOUNT                | INVOICE<br>NUMBER | NOTES                 |
|---|----------------------------------|-------------------|-----------------------|
| Retainer<br><b>1001.00.1201.51020</b>   | \$ 15,743.00<br><u>15,743.00</u> | 913425            |                       |
| Labor & Employment:<br>Labor & Employment<br><b>1001.00.1201.51020</b>                      | <br>2,721.60<br><u>2,721.60</u>  | <br>913398        |                       |
| Litigation & Claims:<br>Litigation & Claims   | 2,332.80                         | 913399            |                       |
| Affordable Housing Coalition of San Diego County  | 671.60                           | 913413            |                       |
| Parcel 4 Litigation   | 953.20                           | 913403            |                       |
| Brooks Receivership<br><b>1001.00.1201.51020</b>  | 4,925.32<br><u>8,882.92</u>      | 913405            |                       |
| Special Projects (General Fund):<br>Community Oriented Policing                             | 5,759.18                         | 913400            |                       |
| CEQA Special Advice   | 899.10                           | 913420            |                       |
| Water Quality   | 583.20                           | 913415            |                       |
| Election Services   | 243.00                           | 913409            |                       |
| Prop 218  | 267.30                           | 913401            |                       |
| Housing Element   | 17,107.20                        | 913402            |                       |
| Measure N Implementation  | 243.00                           | 913406            |                       |
| Advanced Records Center Services for PRA  | 477.60                           | 913407            |                       |
| Cannabis<br><b>1001.00.1201.51020</b>   | 1,603.80<br><u>27,183.38</u>     | 913411            |                       |
| Special Projects - CSA 69 (General Fund)<br>CSA 69 Dissolution<br><b>1001.03.2203.51020</b> | <br><u>5,443.20</u>              | <br>913412        |                       |
| Special Projects (Other Funds):<br>Cuyamaca Street Right-of-Way Acquisition                 | 8,645.80<br><u>8,645.80</u>      | 913404            | <b>cip71402.30.05</b> |
| MHFP Admin:<br>Rent Control Commission<br><b>2901.04.4106.51020</b>                         | 1,871.10<br><u>1,871.10</u>      | 913410            |                       |
| Third-Party Reimbursable:<br>Sky Ranch  | 39.80                            | 913414            | <b>grd0928a.40.05</b> |
| Rancho Fanita Villas  | 2,277.60                         | 913416            | <b>grd1348a.20.05</b> |
| Lantern Crest   | 62.40                            | 913417            | <b>cup1704a.10.05</b> |
| Castlerock (Weston)   | 2,694.90                         | 913418            | <b>spp0801a.10.05</b> |
| HomeFed Project   | 282.10                           | 913419            | <b>spp1704a.10.05</b> |
| Verizon Small Cell Master License Agreement   | 75.40                            | 913421            | <b>en20065a.20.05</b> |
| Verizon (Graves Wireless Facility)  | 1,155.70                         | 913421            | <b>mr21002a.10.05</b> |
| Laurel Heights  | 4,839.90<br><u>11,427.80</u>     | 913424            | <b>tm20002a.10.05</b> |
| <b>Total</b>  | <br><u>\$ 81,918.80</u>          |                   |                       |

**LEGAL SERVICES BILLING RECAP  
FY 2021-22**

Attachment 2

| <u>Category</u>                  | <u>Adopted<br/>Budget</u>   | <u>Revised<br/>Budget</u>   | <u>Previously Spent<br/>Year to Date</u> | <u>Available<br/>Balance</u> | <u>Current Request</u> | <u>Mo/Yr</u> | <u>Amount</u>              |
|----------------------------------|-----------------------------|-----------------------------|--|------------------------------|------------------------|--------------|----------------------------|
| <b>General Fund:</b>             |                             |                             |  |                              |                        |              |                            |
| General / Retainer               | \$ 190,920.00               | \$ 190,920.00               | \$ 15,743.00                             | \$ 175,177.00                |                        | Aug-21       | \$ 15,743.00               |
| Labor & Employment               | 60,000.00                   | 60,000.00                   | 1,628.10                                 | 58,371.90                    |                        | Aug-21       | 2,721.60                   |
| Litigation & Claims              | 275,000.00                  | 275,000.00                  | 13,714.45                                | 261,285.55                   |                        | Aug-21       | 8,882.92                   |
| Special Projects                 | 271,000.00                  | 271,000.00                  | 33,301.56                                | 237,698.44                   |                        | Aug-21       | 32,626.58                  |
| <b>Total</b>                     | <b><u>\$ 796,920.00</u></b> | <b><u>\$ 796,920.00</u></b> | <b><u>\$ 64,387.11</u></b>               | <b><u>\$ 732,532.89</u></b>  |                        |              | <b><u>\$ 59,974.10</u></b> |
| <b>Other City Funds:</b>         |                             |                             |  |                              |                        |              |                            |
| Highway 52 Coalition             | \$ 5,000.00                 | \$ 5,000.00                 | \$ -                                     | \$ 5,000.00                  |                        |              | \$ -                       |
| MHFP Commission                  | 5,000.00                    | 5,000.00                    | 267.30                                   | 4,732.70                     |                        | Aug-21       | 1,871.10                   |
| Capital Projects                 | 75,000.00                   | 75,000.00                   | -  | 75,000.00                    |                        | Aug-21       | 8,645.80                   |
| <b>Total</b>                     | <b><u>\$ 85,000.00</u></b>  | <b><u>\$ 85,000.00</u></b>  | <b><u>\$ 267.30</u></b>                  | <b><u>\$ 84,732.70</u></b>   |                        |              | <b><u>\$ 10,516.90</u></b> |
| <b>Third-Party Reimbursable:</b> |                             |                             |  |                              |                        |              |                            |
| <b>Total</b>                     |                             |                             | <b><u>\$ 17,216.48</u></b>               |                              |                        |              | <b><u>\$ 11,427.80</u></b> |

| <b>Total Previously Spent to Date<br/>FY 2021-22</b> |                            |
|--|----------------------------|
| <b>General Fund</b>                                  | <b>\$ 64,387.11</b>        |
| <b>Other City Funds</b>                              | <b>267.30</b>              |
| <b>Applicant Deposits or Grants</b>                  | <b><u>17,216.48</u></b>    |
| <b>Total</b>   | <b><u>\$ 81,870.89</u></b> |

| <b>Total Proposed for Payment</b>   |                            |
|-------------------------------------|----------------------------|
| <b>General Fund</b>                 | <b>\$ 59,974.10</b>        |
| <b>Other City Funds</b>             | <b>10,516.90</b>           |
| <b>Applicant Deposits or Grants</b> | <b><u>11,427.80</u></b>    |
| <b>Total</b>                        | <b><u>\$ 81,918.80</u></b> |



**MEETING DATE** September 8, 2021

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH IMS FOR THE PREPARATION OF TO THE PAVEMENT CONDITION REPORT 2022

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



**SUMMARY**

This item requests the authorization for the City Manager to execute a professional services agreement with IMS for the preparation of a Pavement Condition Report. This report identifies City streets and neighborhoods for the Pavement Repair, Rehabilitation and Maintenance Program based upon funding, street condition and repair strategy. The consultant firm preparing the report would visually assess every street within the City and assign a Pavement Condition Index (PCI) number to each street based upon its pavement condition. The report is also used for the programming of TransNet funds with SANDAG through the Regional Transportation Improvement Program (RTIP).

Staff issued a request for proposals from engineering consulting firms for the preparation of the report and received three proposals. Proposals were ranked based upon the qualifications and experience with similar projects. IMS was selected as the most qualified and cost-effective consultant based upon the scope of services for their design fee which will provide the City with a high quality Pavement Condition Report.

Staff has negotiated a scope of work and fee of \$61,995.00 with IMS. Staff requests authorization for the City Manager to execute a professional services agreement with IMS on behalf of the City and authorization for the Director of Development Services to approve amendments in a total amount not to exceed \$8,005.00 for unforeseen items and additional qualifying services as necessary. The project budget for the Pavement Condition Report is \$70,000.00.

**ENVIRONMENTAL REVIEW**

The adoption of this resolution does not constitute a "Project" under the California Environmental Quality Act pursuant to 15060(c)(3) and 15378(b)(5) because design work will not result in any direct or indirect physical change to the environment.

**FINANCIAL STATEMENT**

Funding for this project is provided by TransNet Local Street Improvement Program funds in the amount of \$70,000.00 and is included in the adopted FY 2021-22 Capital Improvement Program budget.

**CITY ATTORNEY REVIEW**

N/A       Completed

**RECOMMENDATION** *MDB*

Adopt the Resolution authorizing the City Manager to execute a professional services agreement with IMS in the amount of \$61,995.00 for the preparation of a Pavement Condition Report and authorizing the Director of Development Services to approve amendments in a total amount not to exceed \$8,005.00.

**ATTACHMENTS**

Resolution

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,  
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH IMS FOR THE PREPARATION OF  
A PAVEMENT CONDITION REPORT**

**WHEREAS**, the preparation of a Pavement Condition Report is necessary for the Citywide Pavement Repair, Rehabilitation and Maintenance Program; and

**WHEREAS**, staff issued a request for proposals for the preparation of the Pavement Condition Report; and

**WHEREAS**, staff received three proposals in response; and

**WHEREAS**, staff reviewed the proposals and selected IMS as the most qualified and cost-effective firm to perform the work as required; and

**WHEREAS**, staff recommends City Council authorize the City Manager to execute a professional services agreement with IMS for the preparation of the Pavement Condition Report in the amount of \$61,995.00; and

**WHEREAS**, staff requests authorization for the Director of Development Services to approve amendments in a total amount not to exceed \$8,005.00 for unforeseen items and additional qualifying necessary work; and

**WHEREAS**, funding for the professional services will be provided by TransNet Local Street Improvement Program funds.

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

**SECTION 1:** The City Manager is authorized to execute a professional services agreement with IMS in the amount of \$61,995.00 for the preparation of the Pavement Condition Report.

**SECTION 2:** The Director of Development Services is authorized to approve amendments orders in a total amount not to exceed \$8,005.00 for unforeseen items and additional qualifying necessary work.

**SECTION 3:** The City Clerk is directed to certify to the adoption of this Resolution.

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

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 8<sup>th</sup> day of September, 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

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

**MEETING DATE** September 8, 2021

**ITEM TITLE** RESOLUTION APPROVING APPLICATION FOR PROPOSITION 68 PER CAPITA GRANT FUNDS AND THE APPROPRIATION OF FUNDS

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

**SUMMARY**

In 2018, California voters approved Proposition 68 (the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act). A portion of the funding authorized by the Act will be distributed to cities, counties, and eligible districts on a per capita (non-competitive) basis. Funding can be utilized for the construction of pools, trails, playgrounds, etc. Per Capita projects not serving a "severely disadvantaged community" (median household income less than 60 percent of the statewide average) require a 20 percent match. Eligible match sources include in-house employee services and volunteer labor, in addition to federal, local and private funds (state funds are not eligible). The City of Santee has been informed that its allocation under this program is \$213,650.

In its FY 2022-26 Capital Improvement Program, the City Council allocated Proposition 68 Per Capita grant funds to the construction of improvements at Weston Park (9050 Trailmark Way). Amenities in this recently dedicated five-acre park include a picnic shelter, restrooms, a bicycle repair station and strolling paths. Community members have expressed a desire to add a playground to the park. The original construction plans for Weston Park reserved an area for the potential addition of a playground in an area south of the picnic shelter. The cost of constructing a playground at Weston Park is estimated to be approximately \$300,000.

**ENVIRONMENTAL REVIEW**

This action is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378. Project improvements would be subject to separate environmental review.

*jm*  
**FINANCIAL STATEMENT** The subject grant application seeks \$213,650, which reflects the maximum amount that may be requested. A minimum matching local contribution of 20 percent of project costs is required. An appropriation of \$86,350 from the General Fund reserve balance is required to meet the match requirement and to provide full funding of estimated project costs.

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

*MAB*  
**RECOMMENDATION** Adopt the Resolution authorizing the City Manager to submit the grant application and authorize the appropriation of \$86,350 from the General Fund reserve balance.

**ATTACHMENTS**

Resolution



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
APPROVING APPLICATION FOR PROPOSITION 68 PER CAPITA GRANT FUNDS**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

**WHEREAS**, the grantee will enter into a contract(s) with the State of California to complete project(s);

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Santee, California, that the (grantee's governing body) hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and

2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and

3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and

4. Certifies that all projects proposed will be consistent with the park and recreation element of the City's general or recreation plan (PRC §80063(a)), and

5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and

6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and

7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City will consider a range of actions that include, but are not limited to, the following:

(A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

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

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).

9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).

10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and

11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 8<sup>th</sup> day of September, 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

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

**MEETING DATE** September 8, 2021

**ITEM TITLE** **AWARD OF CONTRACT FOR PLUMBING REPAIRS AND MAINTENANCE TO HPS MECHANICAL, INC. PER BID #21/22-20058**

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

**SUMMARY** In compliance with the City's purchasing ordinance, Santee Municipal Code 3.24.100, the Finance Department administered a formal bid process for Plumbing Repairs and Maintenance. On August 17, 2021, one bid was received and opened. Based on the requirements for lowest responsive responsible bid, staff recommends that City Council award the contract for Plumbing Repairs and Maintenance to HPS Mechanical, Inc. for an amount not to exceed \$27,056.00 for the remainder of Fiscal Year 2021-22.

The term of the initial contract shall be October 1, 2021 through June 30, 2022, with three (3) additional 12-month renewal terms. Annual increases for this contract, if any, shall be at the sole discretion of the City. Staff also requests City Council authorization for the City Manager to approve future purchase orders for subsequent renewal terms and annual change orders up to ten percent (10%) of the then-current contract amount; and for the Director of Community Services to execute a Notice of Completion and the City Clerk to file said Notice of Completion for each term of the contract once the work for that term has been completed to the satisfaction of the Director.

**ENVIRONMENTAL REVIEW** This action is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15301 (maintenance of existing structures, facilities or mechanical equipment).

**FINANCIAL STATEMENT** *mm* Funding for this contract is included in the adopted Fiscal Year 2021-22 General Fund operating budget.

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

**RECOMMENDATION** *MSB*

1. Award the contract for Plumbing Repairs and Maintenance to HPS Mechanical, Inc. for an amount not to exceed \$27,056.00 for the remainder of Fiscal Year 2021-22 (from October 1, 2021 to June 30, 2022); and
2. Authorize the City Manager to approve up to three (3) additional twelve (12)-month renewal terms and one (1) ninety (90)-day extension along with the corresponding purchase orders; and
3. Authorize the City Manager to approve annual change orders up to ten percent (10%) of the then-current contract amount; and
4. Authorize the Director of Community Services to execute a Notice of Completion and the City Clerk to file said Notice of Completion upon satisfactory completion of work for each contract term.

**ATTACHMENT**

Bid Summary





August 20, 2021

**BID RESULTS**

for

**RFB #21/22-20058 PLUMBING REPAIRS & RELATED MAINTENANCE**

Bid Opening Date: August 17, 2021 at 2:30 p.m.

**Bids received, Verified:**

|    |                      |        |             |
|----|----------------------|--------|-------------|
| 1. | HPS MECHANICAL, INC. | Total: | \$27,056.00 |
|----|----------------------|--------|-------------|

**MEETING DATE** September 8, 2021

**ITEM TITLE** AMERICAN RESCUE PLAN ACT EXPENDITURE PLAN

**DIRECTOR/DEPARTMENT** Marlene Best, City Manager  
Tim McDermott, Director of Finance *tm*

**SUMMARY**

The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 and includes \$350 billion in Coronavirus State and Local Fiscal Recovery Funds for state, local, territorial and tribal governments to support their response to the COVID-19 emergency and its economic impacts. The City of Santee will receive a direct allocation totaling \$7,325,525.00 to be received in two equal tranches approximately one year apart. The initial tranche in the amount of \$3,662,762.50 was received on May 20, 2021 and the second tranche is expected to be received in May 2022.

At the July 14, 2021 City Council meeting staff provided an overview of the allowable uses of ARPA funds including some suggested ranges for funding allocations by major category. Based on feedback received from the City Council, a preliminary expenditure plan was presented at the August 11, 2021 City Council meeting. Based on the additional City Council and public input received, the proposed expenditure plan is presented in the attached Staff Report. The City Council will then be asked to adopt the expenditure plan, reflecting any adjustments as directed by the City Council, either in conjunction with this agenda item or at a subsequent City Council meeting. As was done with the federal CARES Act funding, staff also requests that the City Council authorize the City Manager to approve adjustments to funding allocations when necessary and in a manner consistent with the City Council's stated priorities.

**FINANCIAL STATEMENT** *tm*

The City will receive a total of \$7,325,525.00 in ARPA Coronavirus State and Local Fiscal Recovery Funds.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MDB*

Provide additional direction to staff regarding the use of federal American Rescue Plan Act funds, adopt the expenditure plan reflecting any adjustments as directed by the City Council and authorize the City Manager to adjust funding allocations based on necessity consistent with the City Council's stated priorities.

**ATTACHMENT**

Staff Report



**STAFF REPORT**

**AMERICAN RESCUE PLAN ACT  
EXPENDITURE PLAN**

**CITY COUNCIL MEETING**  
**September 8, 2021**

**DISCUSSION**

On July 14, 2021 the City Council was presented with information regarding the American Rescue Plan Act (ARPA). Included in the presentation was a discussion of the eligible expenditure categories and suggested ranges for funding allocations by major category. On August 11, 2021 a preliminary expenditure plan was presented to the City Council for additional discussion and public input. Based on these discussions, staff's ongoing review and the City Council's stated priorities, staff has developed the following ARPA expenditure plan.

|   |                            |
|---|----------------------------|
| <b>Public Health</b>  | <b>\$ 35,000</b>           |
| Personal protective equipment                               |                            |
| Communications regarding public health matters              |                            |
| Public safety personnel responding to COVID-19              |                            |
| <b>Negative Economic Impacts</b>                            | <b>500,000</b>             |
| Support to affected industries                              | \$300,000 - \$400,000      |
| Support to affected non-profit organizations                | \$100,000 - \$200,000      |
| <b>Services to Disproportionately Impacted Communities</b>  | <b>1,300,000</b>           |
| Support for regional efforts to address homelessness issues |                            |
| <b>Infrastructure</b>                                       | <b>3,458,930</b>           |
| Stormwater projects (per the adopted CIP)                   | \$ 1,280,000               |
| Broadband projects (per the adopted CIP)                    | \$ 2,178,930               |
| <b>Lost Revenue Replacement</b>                             | <b>2,000,000</b>           |
| Pavement Repair and Rehabilitation                          | \$ 1,000,000               |
| San Diego River Corridor Enhancements                       | \$ 750,000                 |
| Santee Aquatics Center Upgrades                             | \$ 250,000                 |
| <b>Administrative Expenses</b>                              | <b>31,595</b>              |
| ARPA funded program management and ongoing reporting        |                            |
| <b>Total</b>  | <b><u>\$ 7,325,525</u></b> |

- **Support public health expenditures, \$35,000.** Eligible costs continue to be incurred by the City, albeit at a reduced amount. The proposed expenditure plan would provide for covering costs such as those for personal protective equipment, communications regarding public health matters, and public safety personnel responding to COVID-19.

- **Address negative economic impacts caused by the public health emergency, \$500,000.** The proposed expenditure plan would provide support to industries and non-profit organizations that have been adversely impacted by the COVID-19 pandemic. In accordance with the U.S. Department of the Treasury (“Treasury”) guidelines provided to date, the travel, tourism and hospitality industries are deemed to be impacted industries. ARPA funding recipients may also identify other industries similarly impacted by the pandemic and provide aid in response to these impacts. Such industries may include various personal service businesses and non-profit organizations whose revenues and fund raising proceeds were directly impacted.

Specific programs and activities envisioned in this category include support for local restaurant and beverage businesses through the “Brews and Bites” event, a “Shop Local” campaign targeted to local hospitality and personal service businesses, and other community economic enhancing activities directed towards impacted entities. Also proposed is a non-profit support program that would provide a maximum of \$20,000 in grants to local non-profit organizations based on demonstrated loss of fund raising revenue or other demonstrated impacts from the pandemic.

The preliminary expenditure plan discussed at the August 11, 2021 City Council meeting included several items that are no longer included in this category as follows.

The City Council requested additional information to assist in determining if a direct small business support program should be funded and administered by the City versus directing such businesses to the County’s program. Feedback was requested by staff from various local businesses, most of which stated that they had pulled through the difficult period and that they did not require such assistance at this time. The County has allocated \$9.5 million to each supervisory district for small business support. On a per capita basis, Santee’s share of the District 2 allocation would equate to \$817,000 and as such staff’s recommendation is to direct local small businesses in need of financial support to the County’s program. City staff can be available to assist local businesses in reviewing options and completing applications, or this service could be provided by the East County Economic Development Council. This approach could be modified at any future point should the City become aware that the County’s program is not meeting the needs of local small businesses.

The cost of two Recreation Coordinator positions that were left vacant during the pandemic and which have recently been filled (annual cost of approximately \$76,000 for each position) are already funded in the adopted FY 2021-22 operating budget and is not included in the proposed expenditure plan.

Funding for repairs and upgrades at the Santee Aquatics Center has been modified in dollar amount and moved to the Lost Revenue Replacement category for reconsideration.

- **Aid the communities and populations hardest hit by the crisis, \$1,300,000.** This allocation would provide an opportunity to provide substantial support to regional efforts to address growing issues involving homelessness. Planning for how best to meet these needs continues with the East County cities and the County.

- **Invest in water, sewer and broadband infrastructure, \$3,458,930.** This allocation would be used to improve vital stormwater infrastructure and to expand access to broadband internet.

The adopted Capital Improvement Program reflects the use of \$2,178,930 of ARPA funds for the following stormwater projects: Corrugated Metal Pipe Storm Drain Replacement Program; Master Drainage Study Update; and Storm Drain Trash Diversion.

The adopted Capital Improvement Program reflects the use of \$1,280,000 of ARPA funds for the following broadband projects: Broadband Infrastructure Improvements for Disaster Recovery (providing a secure, wired, fiberoptic connection from Mission Gorge Road to the Public Works Operations Center); and Citywide Broadband Master Plan (completing a study to identify broadband needs in the City and how best to meet those needs, and includes funding to make initial broadband infrastructure improvements). Staff will continue to evaluate the eligibility of the proposed broadband projects, and any funds allocated for this purpose could be reallocated at any time to another eligible use if warranted.

- **Replace lost public sector revenue, \$2,000,000.** This allocation would provide \$1.5 million to replace the calculated eligible calendar year 2020 revenue loss, plus an additional amount conservatively estimated at \$500,000 for calendar year 2021, for a total of \$2.0 million. This allocation provides substantial flexibility in how it can be used for the provision of a wide variety of City services and capital projects/infrastructure improvements. The Treasury guidelines require each ARPA funding recipient that allocates monies to this category to identify the specific intended uses for the lost revenue replacement. Based on City Council's stated priorities, staff is proposing the following uses.
  - \$1.0 million to augment the City's Pavement Repair, Rehabilitation and Maintenance program
  - \$750,000 to enhance efforts along the San Diego River Corridor that may include additional non-native vegetation clearing, trail amenities, security cameras, etc.
  - \$250,000 for repairs and upgrades at the Santee Aquatics Center
- **Administrative expenses, \$31,595.** ARPA funding may be used for costs incurred in administering the ARPA grant funds, including the planning, reporting and managing of programs and projects.

## **REQUESTED ACTION**

Staff requests that the City Council provide additional direction regarding the use of ARPA funding. Once funding allocations are approved by the City Council, the expenditure plan can be amended by the City Council at any time based on changes in priorities or if warranted by additional guidance received from the U.S. Department of the Treasury ("Treasury") in order to ensure the funds are expended in compliance with all federal guidelines and requirements. It is anticipated that Treasury will issue its Final Rule sometime in September 2021. Staff also requests that the City Council authorize the City Manager to adjust funding allocations as needed, consistent with City Council's stated priorities.

**MEETING DATE** September 8, 2021

**ITEM TITLE** **REPORT ON THE DELIVERY OF BUILDING DIVISION SERVICES WITHIN THE DEPARTMENT OF DEVELOPMENT SERVICES AS REQUESTED BY THE CITY COUNCIL**

**DIRECTOR/DEPARTMENT** Marlene Best, City Manager

**SUMMARY** Among the priorities the City Council established in March 2021 was to “Review Development Services Department Building and Inspection services; renew contract or consider alternatives”. In May 2021, the City Council received a report on building and inspection services currently provided under contract with EsGil, now within the Safebuilt/Interwest Group. Three service and inspection alternatives were discussed:

- A Building Division staffed with City employees, estimated to be seven employees, comprised of a Building Official, two permit technicians, two inspectors and two certified plan checkers;
- A Building Division staffed with contract staff, as is represented by the current Professional Services Agreement with Interwest Group; and
- A combination of contract staff and City employees.

To further inform any decision to change current practice, the City entered into a contract with Ralph Anderson & Associates to perform a classification study and staffing analysis of the Department of Development Services. An assessment was completed to include the feasibility of hiring in-house staff, contracting for services per current practice, or a hybrid operation model. The attached staff report provides further analysis of these options.

Interwest Group currently provides building services for the cities of Carlsbad, Chula Vista, Imperial Beach, Poway, El Cajon, Coronado, National City, Lemon Grove, Solana Beach, and Encinitas. Information on the staffing of other cities with in-house building services is provided in the staff report for comparison purposes.

**FINANCIAL STATEMENT** <sup>to</sup> The service fee structure for the Interwest Agreement is 75% of related City fees collected to be paid to Interwest Group. A new City employee only operating model would likely require an increase in operation costs that would be ideally passed through as a corresponding increase to applicants.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** Receive report on the review of Building Division Services and provide further direction regarding any requested changes.

**ATTACHMENTS**

Staff Report

Professional Services Agreement with EsGil, LLC and First Amendment to Agreement



## STAFF REPORT

### REPORT ON THE DELIVERY OF BUILDING DIVISION SERVICES WITHIN THE DEPARTMENT OF DEVELOPMENT SERVICES

CITY COUNCIL MEETING  
September 8, 2021

#### A. INTRODUCTION

On March 9, 2021, the City Council conducted a workshop on municipal goals and priorities for the next two fiscal years. Among the priorities was to “Review Development Services Department Building and Inspection Services; renew contract or consider alternatives.” This report is the next step in providing information on alternatives for the provision of building division services.

#### B. BACKGROUND

In May 2021 the City Council received a report on building and inspection services currently provided under contract with EsGil, now within the Safebuilt/Interwest Group. Three service and inspection alternatives were discussed:

- A Building Division staffed with City employees, estimated to be seven employees, comprised of a Building Official, two permit technicians, two inspectors and two certified plan checkers;
- A Building Division staffed with contract staff, as is represented by the current Professional Services Agreement with Interwest Group; and
- A combination of contract staff and City employees.

Cities in the region provide building services in a variety of ways, as shown in the table in Exhibit A. Some rely entirely on consultant staff because this ensures an appropriate staffing level responsive to variation in building activity. Other cities have a combination of city employees and consultant staff for similar reasons. Some cities rely entirely on city employees.

To further inform any decision to change current practice, the City entered into a contract with Ralph Anderson & Associates to perform a study of the Department of Development Services. An assessment was completed to include the feasibility of hiring in-house staff, contracting for services per current practice, or a hybrid of both.

EsGil has been providing building services to the City of Santee since the early 1980's. From time to time the City Council has received reports on the cost effectiveness of utilizing contract services in lieu of employing full-time staff.

Building permit plan reviews and building inspections are provided and performed by EsGil. In the area of customer service, EsGil staff has the technical knowledge to fulfill the building needs of the community/developers. Their plan review engineers and building inspectors are International Code Council (ICC) certified; structural reviews are performed by, or under the supervision of one of EsGil's licensed structural engineers/senior inspectors.

## **C. STAFFING MODELS**

### **1) Building Division Staffed with Contract Staff**

It is not uncommon for California cities to utilize contractors to perform building permit processing duties. These contract services can include all building services or only limited services/positions (hybrid model). The advantage of using contract services is that these services can expand and contract based on the development activity occurring in the community and can be cost effective and efficient in meeting the service demands over time. The current consultant staffing level varies based on services needed and includes the following contracted positions:

- One (1) Supervising Building Inspector
- One (1) Building Inspector
- Two (2) Permit Technicians
- In addition, a contract Building Official works both inside and outside City Hall as required
- Appropriate number of plan check staff (off-site) fluctuate as determined by permit volume work load

#### Benefits:

- Staffing levels are responsive to variations in workload and building activity at no cost to the City
- Professionally trained staff perform plan check reviews; contractor provides separate electrical, fire/egress, Certified Access Specialist (CASp), Mechanical, Plumbing, Structural, photo voltaic reviews with qualified in-house examiners.
- Ensures staff is trained in International Code Council (ICC), OSHA, emergency service, and required certifications and licenses
- Prepares building code updates for adoption by the City Council every other year
- Ensures no interruption in field inspections; all requests are met within 24 hours by contract inspectors
- Vehicles, insurance, fuel and maintenance costs are borne by the contractor
- Two staff provide full public counter coverage during business hours
- Prepares reports for use by the city, county and state

#### Challenges:

- Staff assignments, both temporary and permanent, ultimately not controlled by the City
- Plan checks are performed off-site, and courier delivery times may extend the review time
- No building official on site to answer public questions



## **2) Building Division Staffed with City Employees**

For a City of Santee Building Division comprised of City employees, the staffing level would be a combination of seven (7) employees as follows:

- One (1) Building Official
- Two (2) Building Inspectors
- Two (2) Building Permit Technicians
- One (2) Plan Examiners

### Benefits:

- Use of 100% of building permit revenue (currently the service fee structure is 75% of City fees collected be paid to Interwest)
- Enhanced City control over staffing levels and public counter coverage
- Full counter services to meet building permit needs
- Permit plan checks performed at City Hall
- More sensitive, complex plan checking duties performed by a City employee
- Potential of shorter plan check review times
- Direct access to plan checkers and examiners by City staff and the public
- Ability to utilize Building Official as a mid-level management position for other duties within the department

### Challenges:

- Building permit activity and revenue is sensitive to economic fluctuations from year to year (see Exhibit B)
- Employee retention, staffing stability and turnover could create gaps in service levels
- Impacts on City personnel costs such as (salaries, benefits, CalPERS unfunded liability)
- Annual training expenses required for certifications for plan checkers and plan examiners and Certified Access Specialists qualified to implement state and federal accessibility laws
- Plan examiners may not cover the full range of plan check needs, and may result in a separate contract to fulfill specialty plan check requirements
- Insurance costs/claims for errors and omissions
- Increased costs for fleet, fuel and maintenance (vehicles for inspectors)
- Increased overhead costs for computer workstations, phones, uniforms, etc.
- Loss of building permit tracking software currently provided at no cost to City (Community Core)
- Loss of building expertise in the evaluation of an automated land management system selection and implementation in the next 18 months

### **3) Combination of Contract Staff and City Employees**

Some cities function with a combination of city employees and contract support staff. How these combined staffing levels are determined varies by jurisdictional needs. Most cities prefer to have the flexibility of an outside vendor to perform duties that require regular certificate or training updates and could carry liability concerns if work is not performed accurately. Counter Technician positions are commonly found to be non-contract city job classifications. These functions are based on standard protocols, knowledgeable and professional support staff are normally available to provide specific assistance, and a consistent image is presented to the public. Additionally, during slower periods, these staff can be used to support other divisions in the department as needed. Recognizing the feast and famine nature of development, many jurisdictions prefer to have the option to vary inspection and plan check staff to mirror the permit work load. This is most easily accomplished through services from the private sector.

#### Benefits:

- Converting the counter, permit, and related office functions to a City job position will improve the coordination, management, control, efficiency, and flexibility of positions providing services to the public counter
- Public questions may be answered in real time
- City staff will assist in entering and monitoring progress of projects through the future on-line permit system

#### Challenges:

- Plan checks remain off-site
- Control over building inspection services remains as existing
- While status information may be garnered through City counter positions, control over adjudicating building inspection and plan check issues remains as is
- Personnel cost increases

If the quality and responsiveness of the contract services are meeting community needs, there is likely to be little benefit to converting these positions to City employees. If there are complaints regarding the current vendor services, the Director of Development Services has the authority to work through these concerns with Interwest. Counter Technician functions can be more easily controlled and managed if the services are allocated and performed by City positions, though there are potentially increased personnel and overhead costs. Converting the counter, permit, and related office functions to a City job position could improve the coordination, efficiency, and flexibility of positions providing services to the public counter. Transitioning all counter related office functions from the current contract to a new City position would create a hybrid staffing model of both contract and City positions.

**D. NEXT STEPS**

In answer to the City Council priority to review the Building Services Division functions and contract options, staff has provided the above information. Should the Council wish to begin changing the Division staffing to a hybrid model, staff suggests that change could begin most efficiently with the hiring of two Counter Technician positions with the balance of the current Interwest contract remaining in place.

Staff is open to direction should the Council wish to look at a complete transition to an all-City staff operation. However, that would take additional work to develop job descriptions, advertise, hire and provide the necessary working equipment, as well as modifying the department budget to absorb the cost difference. This would take several months. If Council is, for the most, part satisfied with the services of Interwest following the review of information provided, staff would recommend extending their contract past December 2021.

**E. STAFF RECOMMENDATION**

Receive report on the delivery of Building Division Services within the Department of Development Services and provide further direction regarding any requested changes.

**Exhibit A**

| Jurisdiction        | Population<br>(2021 CA<br>Department.<br>of Finance<br>estimate) | Model   |   |                              | Ratio<br>(Building Staff to<br>City Residents) |
|---------------------|--|---|---|------------------------------|--|
|                     |  | City Building<br>Staff / EsGil<br>Hybrid <sup>1</sup> | EsGil Full-<br>Service Staff <sup>2</sup> | Other<br>Models <sup>3</sup> |  |
| Chula Vista         | 274,449  | 13  |   |                              | 1:21,111                                       |
| Coronado            | 22,357   | 5   |   |                              | 1:4,471.4                                      |
| Del Mar             | 4,258  |   |   | 2                            | 1:2,129  |
| El Cajon            | 103,243  | 3   |   |                              | 1:34,414                                       |
| Encinitas           | 62,289   |   | 5   |                              | 1:12,458                                       |
| Escondido           | 151,688  |   |   | 8                            | 1:18,961                                       |
| Imperial<br>Beach   | 27,774   | 3   |   |                              | 1:9,258  |
| La Mesa             | 59,578   |   |   | 6                            | 1:9,930  |
| Lemon Grove         | 26,345   |   | 2   |                              | 1:13,173                                       |
| National City       | 62,749   | 5   | 1.5                                       |                              | 1:9,654  |
| Poway               | 48,936   |   | 5   |                              | 1:9,787  |
| San Diego<br>County | 498,252  | 55  | 9   |                              | 1:7,785  |
| San Marcos          | 96,302   |   |   | 5                            | 1:19,260                                       |
| Santee              | 56,800   |   | 4   |                              | 1:14,200                                       |
| Solana Beach        | 13,827   | 1   | 1.5                                       |                              | 1:5,530.8                                      |

<sup>1</sup> Cities with budgeted, city staff that have EsGil on-call or partially in-house.

<sup>2</sup> Staff typically includes a Building Official, permit counter technicians, plan examiners, and inspectors.

<sup>3</sup> Cities that operate entirely with city staff or another building safety consultant

**Exhibit B**

**City of Santee  
Building Permit/Plan Check Revenue History  
Fiscal Years 2005 - 2021**

| <b>Fiscal Year Ended<br/>June 30,</b> | <b>Total Building Permit/<br/>Plan Check Revenue</b> | <b>Change from<br/>Prior Year</b> |
|---------------------------------------|--|-----------------------------------|
| 2005                                  | \$ 1,006,291   |                                   |
| 2006                                  | 809,092  | -19.6%                            |
| 2007                                  | 1,184,983  | 46.5%                             |
| 2008                                  | 1,258,027  | 6.2%                              |
| 2009                                  | 894,207  | -28.9%                            |
| 2010                                  | 756,533  | -15.4%                            |
| 2011                                  | 723,148  | -4.4%                             |
| 2012                                  | 702,509  | -2.9%                             |
| 2013                                  | 836,226  | 19.0%                             |
| 2014                                  | 1,146,791  | 37.1%                             |
| 2015                                  | 988,896  | -13.8%                            |
| 2016                                  | 1,278,505  | 29.3%                             |
| 2017                                  | 1,673,086  | 30.9%                             |
| 2018                                  | 2,038,249  | 21.8%                             |
| 2019                                  | 1,441,227  | -29.3%                            |
| 2020                                  | 1,509,162  | 4.7%                              |
| 2021                                  | 1,341,091  | -11.1%                            |

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF SANTEE, CALIFORNIA AND ESGIL, LLC**

This Agreement for Professional Services ("Agreement") is made and entered into this 11th day of December, 2017, by and between the City of Santee, a California charter city ("City") and EsGil, LLC (a SAFEbuilt company), a limited liability company, ("Consultant").

**RECITALS**

- A. City is a charter city and is in need of professional services for the following project: Building Department Services ("the Project").
- B. City and EsGil entered into a Contract and Statement of Work for Providing Building Inspection Department Services on September 1 1981, with subsequent amendment dated September 1, 2003, ("Contract").
- C. EsGil LLC became a part of SAFEbuilt in 2016.
- D. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.
- E. The parties' desire by this Agreement to replace the Contract with an updated Professional Services Agreement that reflects current terms, standards, and services to be provided by the Consultant, as described herein.
- F. The "Consultant" name referenced above may be interchangeable as EsGil LLC or SAFEbuilt, without the need for an amendment to the Professional Services Agreement.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

- 1. **Services**  
Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit 'A' and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supersede any provision in Exhibit 'A' that is inconsistent herewith.
- 2. **Compensation**
  - a. Subject to paragraphs 2(b) - (c) below, the City shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit 'B' attached hereto and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supersede any provision in Exhibit 'B' that is inconsistent herewith.
  - b. Each week, on-site Consultant staff will reconcile Building Division activity with Finance staff at the City. The reconciliation will take the form of summarizing the date of the transaction, the plan check or building permit number, the sub-amount available for the Consultant - City revenue division, the amount payable to the consultant, the amount payable to the City, and state mandated and other fees not subject to the division of revenue. The format of this reconciliation process may change with the mutual consent of the Consultant and the City.
  - c. Each month Consultant shall furnish the City with an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail

the same information contained in the weekly reconciliation report as well as charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 2(d). In the event any charges or expenses are disputed, the original invoice shall be returned by City to Consultant for correction and resubmission.

- d. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice; provided however, that untimely invoices may be subject to non-payment if funding has not been appropriated or budgeted for payment of the invoice due to Consultant's untimely submission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

3. **Additional Work**

Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, a change in scope of the work shall be processed by the City in the following manner: a letter outlining the changes shall be forwarded to the City by the Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both parties before performance of such services or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. **Maintenance of Records**

Books, documents, papers, accounting records, and other evidence pertaining to work done and costs incurred pursuant to this Agreement shall be maintained by Consultant and made available for inspection, audit and copying by the City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under this Agreement.

5. **Ownership and Use of Work**

All documents and materials prepared pursuant to this Agreement shall be considered the property of the City, and will be turned over to the City upon demand, but in any event upon completion of the work. City reserves the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

6. **Conflict of Interest**

Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of services pursuant to this Agreement.

7. **Term of Agreement and Time of Performance**

Consultant shall perform its services hereunder in a prompt and timely manner, and in accordance with the Activity Schedule shown in [Exhibit 'C'](#) attached hereto and made a part hereof; provided, however, that the contents of this Agreement shall supersede any provisions in [Exhibit 'C'](#) that is inconsistent herewith. Work shall commence upon receipt of a written

Notice to Proceed from the City. The Notice to Proceed shall set forth the date of commencement of the work. The initial term of this Agreement shall be through June 30, 2021. This Agreement may be extended by mutual written consent of the Parties for two (2) additional one (1) year periods unless terminated sooner pursuant to the provisions of this Agreement or the Work is complete.

**8. Delays in Performance**

Neither the City nor the Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**9. Compliance with Law**

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to City, Consultant shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.

b. Consultant shall assist the City, as requested, in obtaining and maintaining all permits, if any, required of Consultant by Federal, State and local regulatory agencies.

**10. Standard of Care**

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

**11. Assignment and Subconsultants**

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**12. Independent Consultant**

Consultant is retained as an independent Consultant and is not an agent or employee of the City. No employee or agent of Consultant shall by this Agreement become an agent or employee of the City. The work to be performed shall be in accordance with the work described in Exhibit 'A', subject to such directions and amendments from the City as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**13. Integration**

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a



provision or clause in this Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

**14. Insurance**

a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
  - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (iii) Commercial General Liability Insurance must include coverage for the following:
  - (1) Bodily Injury (including death) and Property Damage
  - (2) Personal Injury/Advertising Injury
  - (3) Premises/Operations Liability
  - (4) Products/Completed Operations Liability
  - (5) Aggregate Limits that Apply per Project
  - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
  - (7) Contractual Liability with respect to this Contract
  - (8) Broad Form Property Damage
  - (9) Independent Consultants Coverage
- (iv) All such policies shall name the City of Santee, its City Council and each member thereof, its officers, employees, and agents as Additional Insureds under the policy.
- (v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City. All deductibles and self-insured retentions must be declared to the City prior to commencing work under this Agreement.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- (iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the City.

c. Workers' Compensation/Employer's Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Workers' Compensation in compliance with applicable

statutory requirements and Employer's Liability Coverage in amounts indicated herein.

- (ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.
  - (iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.
  - (iv) Before beginning work, the Consultant shall furnish to the City satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this Section.
- d. Professional Liability (Errors and Omissions)
- (i) At all times during the performance of the work under this Agreement and for 60 months following the date of Project completion and acceptance by the City, the Consultant shall maintain Professional Liability insurance, in a form and with insurance companies acceptance to the City and in an amount indicated herein; provided, however, that if the work under this Agreement involves teaching, coaching, or childcare, Consultant shall provide Educators Legal Liability ("ELL") insurance in lieu of Professional Liability insurance.
- e. Pollution/Asbestos Legal Liability
- (i) At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall maintain Pollution Legal Liability insurance and/or Asbestos Legal Liability insurance and/or Errors and Omissions (if the Project involves environmental hazards) in an amount indicated herein.
  - (ii) The Consultant, along with all employees, agents and subcontractors who have a reasonable probability of coming into contact with hazardous materials, shall be adequately trained to comply with and shall comply with all laws and regulations relating to the care and protection of the environment in the performance of the work performed by the Consultant or any portion thereof.
- f. Cyber Liability.
- At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall carry and maintain, at its own expense, including any City-approved deductibles or retentions, Cyber Liability insurance in an amount stated herein. The Cyber Liability policy must include security and privacy liability, media liability, business interruption and extra expense, and cyber extortion liability, as specified by the City. Such coverage is required if Consultant provides products and/or services related to information technology and electronic data processing (including hardware and software) to the City or as otherwise required by the City.

g. Minimum Policy Limits Required.

(i) The following insurance limits are required for this Agreement:

|                              | <u>Combined Single Limit</u>   |
|------------------------------|--|
| Commercial General Liability | \$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury (including death), personal injury and property damage                |
| Automobile Liability         | \$1,000,000 per occurrence for bodily injury (including death) and property damage   |
| Employer's Liability         | \$1,000,000 per accident for bodily injury or disease  |
| Professional Liability / ELL | \$1,000,000 per claim and aggregate (errors and omissions)   |
| Pollution/Asbestos Liability | \$1,000,000 per occurrence or claim/\$2,000,000 aggregate (if Project involves environmental hazards)                                    |
| Cyber Liability Insurance    | \$1,000,000 per occurrence/\$2,000,000 aggregate (if Project involves electronic data processing or development of hardware or software) |

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

h. Evidence Required.

(i) Prior to execution of this Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, Certificate of Insurance (most recent version of Acord 25 Form or equivalent), and Additional Insured Endorsement verifying compliance with the requirements. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required.

(i) The City of Santee, its City Council and each member thereof, its officers, employees, and agents shall be named as an additional insured on the Commercial General Liability policy, and, if the Project involves environmental hazards, on the Pollution/Asbestos Liability policy using form 2010 1185 or equivalent. Any subconsultant, subcontractor or similar entity performing work on the Project must add the City as an additional insured using CG form 20 38, or broader coverage. Blanket endorsements may be accepted at City's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the City. Statements that the carrier

“will endeavor” and “that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives,” will not be acceptable on endorsements. At the City’s sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the City may be waived upon the Contractor’s agreement that it shall provide the City with copies of any notices of cancellation immediately upon receipt.

- (ii) General Liability, Automobile Liability, and if required, Pollution Liability insurance policies shall contain a provision stating that the Consultant’s policies are primary insurance and that the insurance of the City or any named additional insureds shall not be called upon to contribute to any loss.
  
- j. Qualifying Insurers.
  - (i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an ‘A’ policyholder’s rating and a financial rating of not less than “Class VII” according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the City reserves the right and at its sole discretion to review and accept the Consultant’s proposed Workers compensation insurance.
  
- k. Additional Insurance Provisions
  - (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
  
  - (ii) If at any time during the life of this Agreement, the Consultant fails to maintain in full force any insurance required by this Agreement documents the City may terminate this Agreement or may elect to withhold compensation in an amount sufficient to purchase insurance to replace any expired or insufficient coverage.
  
  - (iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.
  
  - (iv) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
  
  - (v) Neither the City, nor its City Council, nor any member of thereof, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

**15. Indemnification**

To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel approved by the City) and hold harmless the City and its officers, employees and elected and appointed officials, and volunteers (each, an "Indemnified Party") from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and

defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of the Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party. The acceptance or approval of the Consultant's work by an Indemnified Party shall not relieve or reduce the Consultant's indemnification obligation. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance. If the Consultant maintains additional coverage or higher limits than those indicated herein, then the City shall be entitled to additional coverage or higher limits maintained by the Consultant.

**16. Confidentiality**

Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Agreement.

**17. Laws, Venue, and Attorneys' Fees**

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, each Party shall pay its own costs and attorney's fees.

**18. Termination or Abandonment**

- a. City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written Notice of Termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- b. Consultant may terminate this Agreement at any time upon thirty (30) days written Notice of Termination to City.
- c. If either Consultant or City fails to perform any material obligation under this Agreement, then, in addition to any other remedies, City or Consultant may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement, all property belonging to City which is in Consultant's possession shall be returned to City. Consultant shall furnish City with a final invoice for work performed by Consultant. City shall have no obligation to pay Consultant for work performed after termination of this Agreement.

**19. Organization**

Consultant shall assign Bill Elizarraras, SAFEbuilt Operations Manager as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

**20. Notice**

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt

requested, postage prepaid, addressed as shown below and shall be effective upon receipt thereof.

CITY:  
Marlene D. Best  
City Manager  
City of Santee  
10601 Magnolia Avenue  
Santee, CA 92071-1222

CONSULTANT:  
Attn: Thomas P. Wilkas  
Title: CFO  
SAFEbuilt, LLC  
3755 Precision Drive, Suite 140  
Loveland, CO 80538

**21. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

**22. Severability and Waiver**

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

**23. Nondiscrimination**

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

**24. Solicitation / Hiring of Consultant's Employees**


During the term of this Agreement and for one year thereafter, City shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to City pursuant to this Agreement ("Service Providers"), or who interacted with City in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that City hires any such employee during the specified period, City shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


CITY OF SANTEE

CONSULTANT EsGil, LLC

By:   
Marlene Best, City Manager

By:   
Thomas P. Wilkas, CFO  
March 19, 2018

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP  
By: 

## EXHIBIT 'A' SCOPE OF SERVICES

### 1. LIST OF SERVICES

#### Deputy Building Official Services

- ✓ Manage and help administer the department and report to the City's designated official
- ✓ Be a resource for Consultant team members, City staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and City expectations
- ✓ Provide training for our inspectors on City-adopted codes and local amendments as needed
- ✓ Main point of contact from Consultant for the City and coordinate with other departments
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for local, state and federal reporting for the City – frequency and content to be mutually agreed upon, and as mandated by state and federal laws
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with City staff to establish and/or refine building department processes
- ✓ Provide Building Code interpretations for final approval
- ✓ Issue stop-work notices for non-conforming activities – as needed
- ✓ Prepare periodic state-mandated updates to the California Building Standards Code, including, but not limited to the California Administrative Code, Energy Code, Mechanical Code, Green Building Standards and Fire Code

#### Building, Plumbing, Mechanical and Electrical Inspection Services

- ✓ Utilize an educational, informative approach to improve the customer's experience
- ✓ Perform consistent code compliance inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

#### Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans to ensure they meet adopted codes and local amendments and/or ordinances
- ✓ Determine type of construction, use and occupancy classification using certified plans examiner
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Work with other departments on the concurrent review process
- ✓ Be available for pre-submittal meetings as warranted
- ✓ Resource for team members and provide support to field inspectors as questions arise in the field
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures, to include ADA compliance measures and hardship waivers
- ✓ Address any issues by documented comment and correction notices/lists to the applicant
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

#### Permit Technician / Administrative Services

- ✓ Provide qualified individuals to perform the functions of this position to minimize applicant waiting times to obtain a permit



- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Mail applicants permits and permit related documents at Consultant's expense
- ✓ Answer questions concerning the building process and requirements at counter or over the phone
- ✓ Form and maintain positive relationships with City staff and maintain a professional image
- ✓ Determine permit fees based on City fee schedule as established by ordinance
- ✓ Ensure that submittal documents are complete
- ✓ Work with the City Clerk to facilitate Public Records Act ("PRA") requests
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field
- ✓ Process applications for the Board of Zoning Appeals, Planning Commission, and Architectural Board of Review – if needed
- ✓ Provide input, tracking and reporting

### Meritage Permitting Software

Provide and maintain the permitting system for the duration of the contract at a cost of \$5,000.00.

Meritage allows for electronic workflow tracking and monitoring with separate signoff capability that can be accessed and updated by multiple departments simultaneously – external and internal.

- ✓ Facilitate the transition from current software to Meritage
- ✓ Provide training to City staff

### Reporting Services

We will work to develop a reporting schedule and format that meets your needs. We can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other items that are of special interest to you.

### Emergency Response Services

In cases of natural disaster, Consultant will provide emergency disaster response including:

- ✓ Rapid assessment of the structural integrity of damaged buildings using appropriate forms
- ✓ Determine whether structures are safe for use or if entry should be restricted or prohibited
- ✓ Post the structure with the appropriate placard
- ✓ Coordinate disaster/emergency response with the appropriate local, state or federal agency(ies)
- ✓ Track all hours and expenses for reimbursement from federal agencies when appropriate
- ✓ Survey construction sites for control of debris hazards
- ✓ Coordinate emergency permitting procedures

## 2. STAFFING RESOURCES

Consultant has the resources to provide additional staffing due to increases in activity levels.

- ✓ Consultant will provide a core team of professionals to maintain a high level of service
- ✓ Consultant will manage the daily operations of the department and handle significant workload activity challenges with maximum benefit to the City
- ✓ In addition to our core team, we have additional resources readily available within the area

As needed, our existing staff of building officials, plans examiners, inspectors, and permit technicians will "float" from other offices in order to provide additional support and backup services.

We have access to an extensive pool of registered, experienced, and customer-focused plans examiners. We have a team of 15 available for the City's projects. With this level of staffing, we will meet your needs. Our staff provides flexibility when managing workloads. During peak workloads, we only work with contractual clients—a current total of 47 in California. As a result, we have never missed agreed upon review times.

Our field Staff is second to none, we will provide Certified Building Inspectors and Permit Technicians to meet the demands of your city. All our Inspectors are ICC certified and have years of experience in the inspection industry. With our unique staffing model we are able to ramp up the amount of inspectors serving a city to complete all inspection/ staffing needs during the busy seasons as well as

downsize our staff at a city when construction slows down.

All plan review engineers and building inspectors are International Code Council (ICC) Certified and are required to have previous experience working in government building departments. Structural reviews are always performed by, or under the supervision of, one of our licensed structural engineers or senior inspectors.

In addition to ICC Certification, all of our plan review and field staff attends various training courses presented by organizations such as ICC and California Building Officials (CALBO), with many of our staff members highly sought-after to lecture, teach, and mentor. We also regularly provide in-house training and cross-training to staff.

Our involvement and support for our local building organizations is a priority for our company and our staff. We are active members of the following organizations:

- ✓ International Code Council (ICC)
- ✓ California Building Officials (CALBO)
- ✓ International Association of Plumbing and Mechanical Officials (IAPMO)
- ✓ International Association Electrical Inspectors (IAEI)
- ✓ Structural Engineers Association (SEAOSD)
- ✓ National Fire Sprinkler Association (NFSA)
- ✓ County Building Officials (CBOAC)
- ✓ American Concrete Institute (ACI)

Along with serving on numerous code committees for these organizations, our staff is also involved with the Seismic Safety Commission, Strong Motion Instrumentation Advisory Committee and the Leadership in Energy and Environmental Design (LEED) Green Building Council.

Our highly credentialed full-time staff of plan review engineers, supervisors, and managers all work in our San Diego office. A centrally located office allows us to maintain a high level of quality control and supervisors immediately available to resolve any issues that may arise. Our managers are always available for designer questions and concerns, policy decisions, problem resolution, applicant appeals, quality control, and supervision.

### 3. DISPUTE RESOLUTION / ALTERNATIVE SOLUTIONS

- ✓ Interact with our customers on a level that prevents a dispute from occurring
- ✓ Common sense approach to code interpretation, listen and respond to the customer on their terms
- ✓ Follow up directly with individuals to make sure they know they have been heard and work with all parties to find a mutually agreed upon solution
- ✓ Experienced staff members are empowered to work with customers on alternate solutions
- ✓ Employ team members and train them to deliver customer service and de-escalate conflict
- ✓ In the event of a conflict, Consultant will notify the appropriate City staff immediately and make arrangements to resolve the issue

### 4. ADDITIONAL CONSULTANT OBLIGATIONS

- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit, to include fire plan check services as necessary.
- ✓ Assist in ancillary regulations established by the State to be enforced at permit issuance
- ✓ Review submittal documents, request missing information and issue related permits
- ✓ Collect appropriate fees and submit to the City
- ✓ Maintain appropriate building permit records
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Create and maintain all Building Department forms and make available to the public
- ✓ Represent the City and attend meetings to exercise the vote and interests of the City on proposed changes to the model codes
- ✓ Maintain liaison on behalf of the City with regulatory organizations
- ✓ Recommend filing legal actions against code violators and prepare complaints and data
- ✓ Provide vehicles, vehicle maintenance and insurance for Consultant team members
- ✓ Retain records as required by law and the City's record retention policy

- ✓ Serve as Secretary to Board of Appeals and perform the duties of that position
- ✓ Maintain memberships and active involvement to organizations performing code regulatory work

5. CITY OBLIGATIONS

- ✓ All fees will be collected by the City
- ✓ City will provide codes books for front counter use (Consultant will provide code books for Consultant team members)
- ✓ Office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

**EXHIBIT 'B'  
SCHEDULE OF CHARGES**

**FEE STRUCTURE**

Consultant fees for Services provided pursuant to this Agreement will be as follows:

| <b>Service Fee Schedule:</b>                         |   |
|--|---|
| Inspection Services                                  | 75% of City fee as established by ordinance / resolution  |
| Plan Review Services - excludes engineer review fees | 75% of City fee as established by ordinance / resolution  |
| Additional Regulatory Work – as requested by City    | 75% of City fee as established by ordinance / resolution  |
| Professional Expertise – as requested by City        | Cost sharing depends on scope and complexity; to be mutually agreed upon by both Parties.               |
| Inspection and Abatement of Unsafe Buildings         | Cost shall be based upon labor rates filed with City on the first days of January and July of each year |
| Structural Engineering Plan Review                   | \$150.00 per hour – one (1) hour minimum – requires prior approval from both Parties                    |
| Re-Inspection Fee                                    | \$90.00 per hour – one (1) hour minimum   |
| Weekend/After Hours Inspection Fee                   | \$90.00 per hour – two (2) hour minimum   |
| Permit Technician Services–Two (2) FTE's             | Included in percentage of fees above  |
| If Fire plan review is requested by the City         | \$160.00 per hour - one (1) hour minimum  |
| Code Enforcement Assistance to City                  | No Charge to the City   |

| <b>Meritage Permitting Software Fee:</b>  |            |
|---|------------|
| One-Time Set-Up Fee   | \$5,000.00 |
| Set-up fee will be invoiced on Agreement effective date   |            |
| All records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to the City will be exported into a CSV file and become property of the City. Notwithstanding the proceeding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof. |            |

**EXHIBIT 'C'  
 ACTIVITY SCHEDULE**

**1. TIME OF PERFORMANCE**

Services will be performed during City's normal business hours excluding City holidays.

| <b>TURN AROUND TIME FRAMES</b>                           |  |   |                                      |
|--|--|---|--------------------------------------|
| <b>INSPECTION SERVICES</b>                               | Perform inspections called in by 4:00 pm the next business day   |   |                                      |
| <b>INVESTIGATE CONSTRUCTION STARTED WITHOUT A PERMIT</b> | Perform investigation within seventy-two (72) hours of receipt of complaint  |   |                                      |
| <b>PRE-SUBMITTAL MEETINGS</b>                            | Provide pre-submittal meetings to applicants   |   |                                      |
| <b>PLAN REVIEW TURNAROUND TIMES</b>                      | Provide comments within the following timeframes:<br>Day 1 = first full business day after receipt of plans and all supporting documentation |   |                                      |
|  | <b>Project Type:</b>   | <b>First Comments</b>                     | <b>Second Comments</b>               |
|  | Minor Alterations  | Initial Visit – with complete application | At submittal of complete application |
|  | Single-family within   | 5 business days                           | 5 business days or less              |
|  | Multi-family within  | 10 business days                          | 5 business days or less              |
|  | Small commercial within (under \$2M in valuation)  | 10 business days                          | 5 business days or less              |
|  | Large commercial within  | 15 business days                          | 10 business days or less             |
| <b>APPLICANT SATISFACTION</b>                            | Put a survey in place that allows applicants to provide feedback on their experience throughout the process                                  |   |                                      |

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN CITY OF SANTEE AND ESGIL, LLC**

This First Amendment ("Amendment"), dated this 21<sup>st</sup> day of ~~May~~ June, 2021, for reference purposes only, is entered into by and between the City of Santee, a California charter city ("City") and Interwest Group (a SAFEbuilt company), a limited liability company ("Consultant"), successor-in-interest to EsGil, LLC (a SAFEbuilt company) ("EsGil LLC"). City and Consultant are sometimes referred to in this Amendment individually as a "Party" and collectively as the "Parties." This First Amendment is entered into in light of the following recited facts (each a "Recital").

**RECITALS**

A. City, under the Professional Services Agreement approved by the City Council on March 14, 2018 ("Agreement"), retained EsGil, LLC, a building services provider, to provide professional services relating to Building Department Services (the "Project").

B. In 2020, EsGil, LLC became part of the Interwest Group (a SAFEbuilt company) ("Interwest"). As such, Interwest has assumed the Agreement from EsGil, LLC and serves as the Consultant.

C. City and the Consultant desire to amend the Agreement to recognize the corporate name change, extend the term of the Agreement, add additional tasks to the Scope of Services, and add an insurance coverage requirement.

D. This First Amendment is authorized pursuant to Section 13 of the Agreement.

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties set forth their mutual covenants and understandings as follows:

**TERMS**

1. NAME CHANGE: Wherever the term "EsGil, LLC (a SAFEbuilt company)" appears in the Agreement, it shall be replaced with "Interwest Group (a SAFEbuilt company)."

2. SCOPE OF SERVICES: The Scope of Services, Agreement Exhibit "A", is hereby revised as shown in the Scope of Services (AMENDED), attached to this Amendment as Exhibit "A" and incorporated into this Amendment by this reference.

3. TERM: Section 7 of the Agreement "Term of Agreement and Time of Performance" is hereby amended to extend the term of the Agreement through December 31, 2021.

4. INSURANCE. Section 14 (a)(iii) "Commercial General Liability Insurance" is hereby amended to provide that coverage requirements include the following:

10. Sexual Misconduct Coverage, with no applicable sublimit.

5. CONTINUING EFFECT OF AGREEMENT. Except as amended by this First Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

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

**CITY OF SANTEE**

**INTERWEST GROUP (A SAFE BUILT COMPANY)**

By: Marlene D. Best

By: Paul Meschino

Marlene Best, City Manager

Print Name: Paul Meschino

Date: 6/21/21

Title: Vice President Operations

Date: 06/17/2021

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

By: Shawn Hagerty

Shawn Hagerty, City Attorney

Date: 6-21-2021

## EXHIBIT A

### SCOPE OF SERVICES (AMENDED)

#### 1. LIST OF SERVICES

##### Deputy Building Official Services

- ✓ Manage and help administer the department and report to the City's designated Official.
- ✓ Be a resource for Consultant team members, City staff, and applicants.
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance.
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments.
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and City expectations.
- ✓ Provide training for our inspectors on City-adopted codes and local amendments as needed. Main point of contact from Consultant for the City and coordinate with other departments.
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance.
- ✓ Attend staff and council meetings as mutually agreed upon.
- ✓ Responsible for local, state and federal reporting for the City- frequency and content to be mutually agreed upon, and as mandated by state and federal laws.
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with City staff to establish and/or refine building department processes. Provide Building Code interpretations for final approval.
- ✓ Issue stop-work notices for non-conforming activities - as needed.
- ✓ Prepare periodic state-mandated updates to the California Building Standards Code, including, but not limited to the California Administrative Code, Energy Code, Mechanical Code, Green Building Standards and Fire Code.
- ✓ Provide 4 hours of over the counter (OTC) plan review one day per week to serve City Clients and Citizens.
- ✓ Support the City Storm Water Staff during inspections and or plan reviews as requested.
- ✓ Participate in the weekly Planning, Engineering and Building meeting as mutually agreed.

##### Building, Plumbing, Mechanical and Electrical Inspection Services

- ✓ Utilize an educational, informative approach to improve the customer's experience.
- ✓ Perform consistent code compliance inspections to determine that construction complies with approved plans and/or applicable codes and ordinances.
- ✓ Meet or exceed agreed upon performance metrics regarding inspections.
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections. Return calls and emails from permit holders in reference to code and inspection concerns. Identify and document any areas of non-compliance.



- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel.

#### Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format.
- ✓ Review plans to ensure they meet adopted codes and local amendments and/or ordinances.
- ✓ Determine type of construction, use and occupancy classification using certified plans examiner.
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process.
- ✓ Work with other departments on the concurrent review process.
- ✓ Be available for pre-submittal meetings as warranted.
- ✓ Resource for team members and provide support to field inspectors as questions arise in the field. Coordinate plan review tracking, reporting, and interaction with applicable departments.
- ✓ Provide feedback to keep plan review process on schedule.
- ✓ Interpret legal requirements and recommend compliance procedures, to include ADA compliance measures and hardship waivers.
- ✓ Address any issues by documented comment and correction notices/lists to the applicant.
- ✓ Return a set of finalized plans and all supporting documentation.
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete.
- ✓ Provide LEED plan review per Building Code and City requirements.
- ✓ Review/comply with the Santee Sustainability Plan form requirements per City Ordinance.

#### Permit Technician/ Administrative Services

- ✓ Provide qualified individuals to perform the functions of this position to minimize applicant waiting times to obtain a building permit.
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit.
- ✓ Review submittal documents and request missing information to ensure packets are complete.
- ✓ Provide front counter customer service, as necessary.
- ✓ Mail applicants permits and permit related documents at Consultant's expense.
- ✓ Answer questions concerning the building process and requirements at counter or over the phone.
- ✓ Form and maintain positive relationships with City staff and maintain a professional image.
- ✓ Determine permit fees based on City fee schedule as established by Resolution and Ordinance.
- ✓ Ensure that submittal documents are complete.
- ✓ Work with the City Clerk to respond to Public Records Act ("PRA") requests within five (5) working days and maintain a log of PRAs.
- ✓ Provide inspection scheduling and tracking to ensure code compliance; act as an office resource to inspectors in the field.
- ✓ Process applications for the Board of Zoning Appeals, Planning Commission, and Architectural Board of Review - if needed
- ✓ Provide input, tracking and reporting.
- ✓ Intake and processing of asbestos abatement forms, to include forwarding to the appropriate agencies/Departments for approval.
- ✓ Manage the construction and demolition process, to include intake forms at permit

- application.
- ✓ Maintain issued permits, permit files and plans and associated documents in an orderly storage system.
  - ✓ Provide permit issuance annual reports to internal and outside agencies, as required.

#### Permitting Software

Provide and maintain the permitting system (Community Core) for the duration of the contract at a cost of \$5,000.00. Community Core allows for electronic workflow tracking and monitoring with separate signoff capability that can be accessed and updated by multiple departments simultaneously - external and internal.

- ✓ Facilitate the transition from current software to a new automated land management and permitting software, with active participation in the city's needs assessment and implementation.
- ✓ Provide training to City staff, as necessary.

#### Reporting Services

We will work to develop a reporting schedule and format that meets your needs. We can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other items that are of special interest to you.

#### Emergency Response Services

- ✓ In cases of natural disaster, Consultant will provide emergency disaster response including: Rapid assessment of the structural integrity of damaged buildings using appropriate forms Determine whether structures are safe for use or if entry should be restricted or prohibited.
- ✓ Post the structure with the appropriate placard.
- ✓ Coordinate disaster/emergency response with the appropriate local, state or federal agency.
- ✓ Track all hours and expenses for reimbursement from federal agencies when appropriate.
- ✓ Survey construction sites for control of debris hazards.
- ✓ Coordinate emergency permitting procedures.

## 2. STAFFING RESOURCES

- ✓ Consultant has the resources to provide additional staffing due to increases in activity levels.
- ✓ Consultant will provide a core team of professionals to maintain a high level of service.
- ✓ Consultant will manage the daily operations of the department and handle significant workload/activity challenges with maximum benefit to the City.
- ✓ In addition to our core team, we have additional resources readily available within the area.
- ✓ At least one (1) Certified Access Specialist (CASP) on staff who will implement public education and outreach workshops on federal Americans with Disabilities Act standards and California law at least twice a year.

As needed, our existing staff of building officials, plans examiners, inspectors, and permit technicians will "float" from other offices in order to provide additional support and backup services.

We have access to an extensive pool of registered, experienced, and customer-focused plans examiners. We have a team of 75 available for the City's projects. With this level of staffing, we will meet your needs. Our staff provides flexibility when managing workloads. During peak workloads, we only work with contractual clients-a current total of 47 in California. As a result, we have never missed agreed upon review times.

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- ✓ County Building Officials (CBOAC) American
- ✓ Concrete Institute (ACI)

Along with serving on numerous code committees for these organizations, our staff is also involved with the Seismic Safety Commission, Strong Motion Instrumentation Advisory Committee and the Leadership in Energy and Environmental Design (LEED) Green Building Council.

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### 3. DISPUTE RESOLUTION/ ALTERNATIVE SOLUTIONS

- ✓ Interact with our customers on a level that prevents a dispute from occurring.
- ✓ Common sense approach to code interpretation, listen and respond to the customer on their terms. Follow up directly with individuals to make sure they know they have been heard and work with all parties to find a mutually agreed upon solution.

- ✓ Experienced staff members are empowered to work with customers on alternate solutions. Employ team members and train them to deliver customer service and de-escalate conflict.
- ✓ In the event of a conflict, Consultant will notify the appropriate City staff immediately and make arrangements to resolve the issue.

#### 4. ADDITIONAL CONSULTANT OBLIGATIONS

- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit, to include fireplan check services as necessary.
- ✓ Assist in ancillary regulations established by the State to be enforced at permit issuance.
- ✓ Review submittal documents, request missing information and issue related permits.
- ✓ Collect appropriate fees and submit to the City.
- ✓ Maintain appropriate building permit records.
- ✓ Provide inspection scheduling and tracking to ensure code compliance.
- ✓ Create and maintain all Building Department forms and make available to the public.
- ✓ Represent the City and attend meetings to exercise the vote and interests of the City on proposed changes to the model codes.
- ✓ Maintain liaison on behalf of the City with regulatory organizations.
- ✓ Recommend filing legal actions against code violators and prepare complaints and data.
- ✓ Provide vehicles, vehicle maintenance and insurance for Consultant team members.
- ✓ Retain records as required by law and the City's record retention policy.
- ✓ Serve as Secretary to Board of Appeals and perform the duties of that position.
- ✓ Maintain memberships and active involvement to organizations performing code regulatory work.

#### 5. CITY OBLIGATIONS

- ✓ All fees will be collected by the City.
- ✓ City will provide codes books for front counter use (Consultant will provide code books for Consultant team members)
- ✓ Office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax.

**MEETING DATE** September 8, 2021

**ITEM TITLE** REPORT OUTLINING THE POLICIES, PROCEDURES AND GOALS OF THE VARIOUS CITIZEN BOARDS, COMMISSIONS AND COMMITTEES FOR THE CITY OF SANTEE

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

**SUMMARY**

At the July 14, 2021, City Council meeting, Council requested an update on the citizen Board, Commission and Committee protocols. This item seeks to provide a clearer understanding of the policies, procedures, goals and objectives of the various Boards, Commissions, and Committees.

Members of the various Boards, as well as members of the public and City staff have raised questions on policies pertaining to the Boards, Commissions and Committees. Staff will outline these procedures and provide the feedback requested.

**FINANCIAL STATEMENT**

N/A

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MB*

Receive report.

**ATTACHMENT**

None



**MEETING DATE** September 8, 2021

**ITEM TITLE** POSSIBLE LETTERS TO THE COUNTY OF SAN DIEGO AND STATE OF CALIFORNIA REDISTRICTING COMMISSIONS REGARDING INCLUSION OF THE WESTON COMMUNITY IN THE SANTEE COMMUNITY OF INTEREST AND APPROPRIATE DISTRICTS

**DIRECTOR/DEPARTMENT** Marlene Best, City Manager

**SUMMARY**

The Weston community is located along the western boundary of Santee, bordering the City of San Diego. In 2015, the property on which the Weston community is located was detached from the City of San Diego and annexed into the City of Santee. As a result, the community currently sits divided between San Diego County (“County”) Supervisorial Districts 2 and 3, with the majority of the community in District 3, and only a small portion in District 2. District 2 covers all of Santee except the portion of the Weston community that currently sits in District 3, while District 3 covers territory in San Diego, Escondido, and Encinitas. The Weston community is also separated from the rest of Santee with regard to State of California (“State”) Senate, State Assembly, and Federal Congressional Districts. The Weston community is part of the Santee Community of Interest (COI) and in order to ensure fair representation, the Weston community should be included in the same Districts as the remainder of the City.

While the City does not control redistricting at the State and County level, the City may provide input to the State and County redistricting commissions to encourage them to address this issue through the redistricting process. The State and the County are actively requesting input from constituents regarding redistricting. City staff have already attended and provided written comment at redistricting meetings, but, staff recommends that the City submit the attached letters from the Mayor and City Manager to further express the City’s desire to have Weston included in the Santee COI and in the appropriate Districts. , City staff also recommends that the City provide the attached template letters to Weston residents who want to submit comments to the redistricting commissions regarding this issue.

**FINANCIAL STATEMENT**

N/A

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MSB*

Provide direction to staff whether to send the letters and make the templates available to Weston homeowners.



**ATTACHMENT**

Draft Letters:

- To the California Citizens Redistricting Commission from Marlene Best, City Manager
- To the State of California Citizens Redistricting Commission from Mayor John Minto
- To the County of San Diego Independent Redistricting Commission from Marlene Best, City Manager
- To the County of San Diego Independent Redistricting Commission from Mayor John Minto

Letter Templates:

- To the California Citizens Redistricting Commission from a Weston Resident
- To the County of San Diego Independent Redistricting Commission from a Weston Resident

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

September 8, 2021

California Citizens Redistricting Commission  
721 Capitol Mall, Suite 260  
Sacramento, CA 95814

Dear California Citizens Commissioner:

My name is Marlene Best, and I serve as the City Manager of the City of Santee in the County of San Diego (Zone K). I am writing to provide input regarding the redistricting process as it relates to the recently-developed 204-acre master-planned Weston community here in Santee.

The Weston community is located along the western boundary of Santee, bordering the City of San Diego. In 2015, the property on which the Weston community is located was detached from the City of San Diego and annexed into the City of Santee. As a result, the Weston community currently sits divided between State Senate Districts 38 and 39, State Assembly Districts 71 and 77, and Federal Congressional districts 50 and 52, as follows:

- The Weston community is located in Senate District 39, while the majority of Santee is located in Senate District 38.
- The Weston community is located in Assembly District 77, while the majority of Santee is located in Assembly District 71.
- The Weston community is located in Congressional District 52, while the majority of Santee is located in Congressional District 50.

I'm writing to encourage you, as part of the current redistricting process, to adjust the boundaries of the above-mentioned Districts to ensure that the entire Weston community is located in State Senate District 38, Assembly District 71, and Congressional District 50, along with the rest of Santee. Weston community members are Santee residents, and part of the Santee community of interest. For example, Weston community members share the same school districts (Santee School District and Grossmont Union High School District), and experience the same traffic impacts as other Santee residents, and should be included with their neighbors in State Senate District 38, State Assembly District 71, and Federal Congressional District 50, in order to ensure fair and effective representation.

Thank you for your time and consideration.

Sincerely,

Marlene D. Best  
City Manager  
City of Santee



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

September 8, 2021

California Citizens Redistricting Commission  
721 Capitol Mall, Suite 260  
Sacramento, CA 95814

Dear California Citizens Commissioner:

My name is John Minto, and I serve as the Mayor of the City of Santee in the County of San Diego (Zone K). I am writing to provide input regarding the redistricting process as it relates to the recently-developed 204-acre master-planned Weston community here in Santee.

The Weston community is located along the western boundary of Santee, bordering the City of San Diego. In 2015, the property on which the Weston community is located was detached from the City of San Diego and annexed into the City of Santee. As a result, the Weston community currently sits divided between State Senate Districts 38 and 39, State Assembly Districts 71 and 77, and Federal Congressional districts 50 and 52, as follows:

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- The Weston community is located in Congressional District 52, while the majority of Santee is located in Congressional District 50.

I'm writing to encourage you, as part of the current redistricting process, to adjust the boundaries of the above-mentioned Districts to ensure that the entire Weston community is located in State Senate District 38, Assembly District 71, and Congressional District 50, along with the rest of Santee. Weston community members are Santee residents, and part of the Santee community of interest. For example, Weston community members share the same school districts (Santee School District and Grossmont Union High School District), and experience the same traffic impacts as other Santee residents, and should be included with their neighbors in State Senate District 38, State Assembly District 71, and Federal Congressional District 50, in order to ensure fair and effective representation.

Thank you for your time and consideration.

Sincerely,

John W. Minto  
Mayor  
City of Santee

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

September 8, 2021

Via E-mail [[redistricting@sdcounty.ca.gov](mailto:redistricting@sdcounty.ca.gov)]  
County of San Diego Independent Redistricting Commission

Dear County of San Diego Independent Redistricting Commission,

My name is Marlene Best, and I serve as the City Manager of the City of Santee. I am writing to provide input regarding the San Diego County redistricting process as it relates to the recently-developed 204-acre master-planned Weston community here in Santee.

The Weston community is located along the western boundary of Santee, bordering the City of San Diego. In 2015, the property on which the Weston community is located was detached from the City of San Diego and annexed into the City of Santee. As a result, the community currently sits divided between San Diego County Supervisorial Districts 2 and 3, with the majority of the community in District 3, and only a small portion in District 2. District 2 covers all of Santee except the portion of the Weston community that currently sits in District 3, while District 3 covers territory in San Diego, Escondido, and Encinitas.

I'm writing to encourage you, as part of the current redistricting process, to adjust the boundaries of Districts 2 and 3 to ensure that the entire Weston community is located in District 2 along with the rest of Santee. Weston community members are Santee residents, and part of the Santee community of interest. For example, Weston community members share the same school districts (Santee School District and Grossmont Union High School District), and experience the same traffic impacts as other Santee residents, and should be included with their neighbors in District 2 in order to ensure fair and effective representation.

Thank you for your time and consideration.

Sincerely,

Marlene D. Best

City Manager

City of Santee

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

September 8, 2021

Via E-mail [[redistricting@sdcounty.ca.gov](mailto:redistricting@sdcounty.ca.gov)]  
County of San Diego Independent Redistricting Commission

Dear County of San Diego Independent Redistricting Commission,

My name is John Minto, and I serve as the Mayor of the City of Santee. I am writing to provide input regarding the San Diego County redistricting process as it relates to the recently-developed 204-acre master-planned Weston community here in Santee.

The Weston community is located along the western boundary of Santee, bordering the City of San Diego. In 2015, the property on which the Weston community is located was detached from the City of San Diego and annexed into the City of Santee. As a result, the community currently sits divided between San Diego County Supervisorial Districts 2 and 3, with the majority of the community in District 3, and only a small portion in District 2. District 2 covers all of Santee except the portion of the Weston community that currently sits in District 3, while District 3 covers territory in San Diego, Escondido, and Encinitas.

I'm writing to encourage you, as part of the current redistricting process, to adjust the boundaries of Districts 2 and 3 to ensure that the entire Weston community is located in District 2 along with the rest of Santee. Weston community members are Santee residents, and part of the Santee community of interest. For example, Weston community members share the same school districts (Santee School District and Grossmont Union High School District), and experience the same traffic impacts as other Santee residents, and should be included with their neighbors in District 2 in order to ensure fair and effective representation.

Thank you for your time and consideration.

Sincerely,

John W. Minto  
Mayor  
City of Santee

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

September 8, 2021

California Citizens Redistricting Commission  
721 Capitol Mall, Suite 260  
Sacramento, CA 95814

Dear California Citizens Commissioner:

My name is \_\_\_\_\_, and I am a resident of the City of Santee in the County of San Diego (Zone K), residing in the recently-developed 204-acre master-planned Weston community here in Santee. I am writing to provide input regarding the redistricting process as it relates to the Weston community.

The Weston community is located along the western boundary of Santee, bordering the City of San Diego. In 2015, the property on which the Weston community is located was detached from the City of San Diego and annexed into the City of Santee. As a result, the Weston community currently sits divided between State Senate Districts 38 and 39, State Assembly Districts 71 and 77, and Federal Congressional districts 50 and 52, as follows:

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I'm writing to encourage you, as part of the current redistricting process, to adjust the boundaries of the above-mentioned Districts to ensure that the entire Weston community is located in State Senate District 38, Assembly District 71, and Congressional District 50, along with the rest of Santee. Weston community members are Santee residents, and part of the Santee community of interest. For example, Weston community members share the same school districts (Santee School District and Grossmont Union High School District), and experience the same traffic impacts as other Santee residents, and we should be included with our neighbors in State Senate District 38, State Assembly District 71, and Federal Congressional District 50, in order to ensure fair and effective representation.

Thank you for your time and consideration.

Sincerely,

\_\_\_\_\_  
Weston Resident

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

September 8, 2021

Via E-mail [[redistricting@sdcounty.ca.gov](mailto:redistricting@sdcounty.ca.gov)]  
County of San Diego Independent Redistricting Commission

Dear County of San Diego Independent Redistricting Commission,

My name is \_\_\_\_\_, and I am a resident of the City of Santee residing in the recently-developed 204-acre master-planned Weston community. I am writing to provide input regarding the San Diego County redistricting process as it relates to the Weston community.

The Weston community is located along the western boundary of Santee, bordering the City of San Diego. In 2015, the property on which the Weston community is located was detached from the City of San Diego and annexed into the City of Santee. As a result, the Weston community currently sits divided between San Diego County Supervisorial Districts 2 and 3, with the majority of the community in District 3, and only a small portion in District 2. District 2 covers all of Santee except the portion of the Weston community that currently sits in District 3, while District 3 covers territory in San Diego, Escondido, and Encinitas.

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Thank you for your time and consideration.

Sincerely,

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Weston Community Resident