

CITY OF SANTEE REGULAR MEETING AGENDA Santee City Council

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

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

MEETING INFORMATION

Wednesday, August 23, 2023 6:30 p.m. Council Chambers | Building 2 10601 Magnolia Ave • Santee, CA 92071

TO WATCH LIVE:

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

IN-PERSON ATTENDANCE

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

LIVE PUBLIC COMMENT

Members of the public who wish to comment on matters on the City Council agenda or during Non-Agenda Public Comment may appear in person and submit a speaker slip, before the item is called. Your name will be called when it is time to speak.

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



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



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

LEGISLATIVE INVOCATION:

Carlton Hills Evangelical Lutheran Church – Reverend Andreas Walker-Thode

PLEDGE OF ALLEGIANCE

CONSENT CALENDAR:

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

- (1) Approval of Reading by Title Only and Waiver of Reading in Full of Ordinances and Resolutions on the Agenda. (City Clerk Ortiz)
- (2) Approval of Payment of Demands as Presented. (Finance Jennings)
- (3) Approval of the Expenditure of \$88,359.77 for July 2023 Legal Services. (Finance – Jennings)
- (4) Adoption of a Resolution Authorizing the Filing of an Application for Housing Acceleration Program Cycle 2 Grant Funds from the San Diego Association of Governments and Authorizing the City Manager to Accept Grant Funding and Execute Grant Documents on Behalf of the City. (Planning – Coyne)
- (5) Adoption of a Resolution Accepting the Citywide Crack Sealing Program 2023 (CIP 2023-04) Project as Complete and Finding the Action is Not a Project Subject to the California Environmental Quality Act ("CEQA"). (Engineering – Schmitz)
- (6) Adoption of a Resolution Approving the Final Map for a Residential Subdivision Consisting of 38 Attached Condominiums and 15 Single-Family Dwelling Units (TM2016-3) and Authorizing the City Manager to Execute the Associated Subdivision Improvement Agreement. Location: Prospect Avenue at Marrokal Lane. Applicant: KB Home Coastal, Inc. (Engineering – Schmitz)





(7) Adoption of a Resolution Prohibiting Parking of Vehicles Over Eight Feet in Height Between the Hours of 12 AM and 6 AM on Rockvill Street. (Engineering – Schmitz)

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) Resolution Authorizing the City Manager to Execute a Professional Services Agreement with JET Advertising, LLC, to Design and Build a New Custom Website for the City of Santee. (City Manager – Best)

Recommendation:

Adopt the Resolution authorizing the City Manager to execute a Professional Services Agreement with JET Advertising, LLC, for the design and build of a new custom website for the City of Santee.

NEW BUSINESS:

(9) Resolution Approving and Adopting the Santee Firefighters' Association (SFFA) 2023-2025 Memorandum of Understanding; and a Resolution Approving Amended Salary Schedules for SFFA Represented Fire Employees, General Employees, Management and Elected Officials to Reflect Salary Schedule Updates for FY 2023-2024 and Authorizing the Appropriation of \$966,830.00 to the Fiscal Year 2023-24 Adopted Operating Budget. (Human Resources – Freeman)

Recommendation:

- 1. Adopt the Resolution approving and adopting the Santee Firefighters' Association 2023-2025 Memorandum of Understanding; and
- Adopt the Resolution Approving Amended Salary Schedules for SFFA Represented Fire Employees, General Employees, Management and Elected Officials to Reflect Salary Schedule Updates for FY 2023-2024 and Authorizing the Appropriation of \$966,830.00 to the Fiscal Year 2023-24 Adopted Operating Budget.





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:



4

August 23, 2023 | 6:30 p.m.



BOARDS, COMMISSIONS & COMMITTEES

AUGUST & SEPTEMBER MEETINGS

- Aug 03 SPARC
- Aug 09 Council Meeting
- Aug 14 Community Oriented Policing Committee
- Aug 23 Council Meeting
- Sep 07 SPARC
- Sep 11 Community Oriented Policing Committee
- Sep 13 Council Meeting
- Sep 21 SMHFPC
- Sep 27 Council Meeting

Council Chamber Council Chamber Council Chamber Council Chamber

Council Chamber Council Chamber Council Chamber Council Chamber Council Chamber

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

For your convenience, a complete Agenda Packet is available for public review at City Hall and on the City's website at www.CityofSanteeCA.gov.

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







COUNCIL AGENDA STATEMENT CITY OF SANTEE

MEETING DATE August 23, 2023

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

DIRECTOR/DEPARTMENT Annette Ortiz, CMC, City Clerk

SUMMARY

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

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

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

FINANCIAL STATEMENT

N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION

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

ATTACHMENT

None



MEETING DATE	August 23, 2023
ITEM TITLE	APPROVAL OF PAYMENT OF DEMANDS
	11

DIRECTOR/DEPARTMENT Heather Jennings, Finance

SUMMARY

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

FINANCIAL STATEMENT

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

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION MAB Approve the Payment of Demands as presented.

ATTACHMENT

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



Payment of Demands Summary of Payments Issued

Date	Description	 Amount
08/01/23	Accounts Payable	\$ 138,278.83
08/02/23	Retiree Health	5,385.00
08/03/23	Accounts Payable	1,679,608.37
08/03/23	Accounts Payable	704,993.75
08/09/23	Accounts Payable	1,467,826.07
08/10/23	Accounts Payable	127,283.16
08/10/23	Accounts Payable	144,629.31
08/10/23	Payroll	445,963.58
08/10/23	Accounts Payable	238,966.70
08/11/23	Accounts Payable	39,905.22
08/14/23	Accounts Payable	 341,181.25

TOTAL

<u>\$5,334,021.24</u>

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

Heather Jennings

Heather Jennings, Director of Finance

vchlist 08/01/2023	10:57:434	AM	Voucher List CITY OF SANTEE	19 1		Page: 1
Bank code	ubgen					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
7234	8/1/2023	10353 PERS	07 23 4		RETIREMENT PAYMENT Total	138,278.83 : 138,278.83
	1 Vouchers	for bank code: ubgen			Bank total	: 138,278.83
	1 Vouchers	in this report			Total vouchers	138,278.83

Prepared by:_ Date:____ Approved by: Date: 0

1

PyBatch 08/01/2023	7:52:12AM				•	essing Report					F	Page:
					8/1/2023 to 8/3	31/2023-1 Cycle	m					
	EARNING	SS SECTION			DEDUCTIC	NS SECTION			LEAV	E SECTION		
Туре	Hours/units	Rate	Amount Src	Plan	Base Wages	Deduction	Benefit/Cont	LvPlan	Accrued	Taken	Banked	Lost
Grand Totals				Employees:	31							
reth			5,642.00	catax fedtax	5,642.00 5,642.00	46.00 211.00						
Grand Totals	0.00		5,642.00	ICULAX	5,042.00	257.00	0.00		Gross: Net:	5,642.00 5,385.00		

<< No Errors / No Warnings >>

E Bull 8/1/23 PPE 8/31/23 Paydate 8/2/23

2

23

Page:

3

08/03/2023 9:27:43AM

vchlist

Voucher List CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
134132	8/3/2023	13456 AGRICULTURAL PEST CONTROL	700252 700254 700255 701037	53971 53971 53971 53971	PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES Total :	135.25 135.25 135.25 270.50 676.25
134133	8/3/2023	13321 ALPHA PROJECT FOR THE	0009157-IN	54322	HOMELESS CAMP CLEAN UPS Total :	12,774.08 12,774.08
134134	8/3/2023	10668 CALIFORNIA BUILDING STANDARDS	APR-JUN 2023		APRIL - JUNE 2023 SB1473 FEES Total :	858.60 858.60
134135	8/3/2023	10569 CHARLENE'S DANCE N CHEER	407 409		INSTRUCTIONAL CLASS PAYMENT INSTRUCTIONAL CAMPS Total:	12,294.00 1,404.00 13,698.00
134136	8/3/2023	10979 CITY OF LA MESA	507		FINGERPRINTING Total:	200.00 200.00
134137	8/3/2023	11862 CORODATA SHREDDING INC	DN1418364	53974	SECURE DESTRUCTION SERVICES Total :	49.82 49.82
134138	8/3/2023	11168 CTE INC CLARK TELECOM AND	3276 3278 3301	54027 54027 54027	DIG ALERTS STREET LIGHT REPAIRS - NIGHT C STREET LIGHT REPAIRS - EXTRA V Total :	797.40 13,761.54 208.80 14,767.74
134139	8/3/2023	13129 DAVID TURCH AND ASSOCIATES	07102023	53975	FEDERAL ADVOCACY SERVICES (I Total :	5,000.00 5,000.00
134140	8/3/2023	10433 DEPARTMENT OF CONSERVATION	APR-JUN 2023		APRIL - JUNE 2023 SMIP FEES Total:	2,178.80 2,178.80
134141	8/3/2023	14811 DIGITECH COMPUTER LLC	60003720	54274	SLEMSA BILLING CONTRACT SER\ Total :	36,997.40 36,997.40
134142	8/3/2023	13442 EBBIN MOSER + SKAGGS LLP	5023	52777	MSCP SUBAREA PLAN	13,198.75

vchlist 08/03/2023 9:27:43AM

Voucher List CITY OF SANTEE

Page:

4

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
134142	8/3/2023	13442 EBBIN MOSER + SKAGGS I	LP (Continued)		Total :	13,198.75
134143	8/3/2023	10054 ELDERHELP OF SAN DIEGO	06302023 - ELDERHELP	53993	CDBG SUBRECIPIENT Total :	1,621.38 1,621.38
134144	8/3/2023	11119 FERGUSON ENTERPRISES INC	2692385 2692423	54112 54112	PLUMBING SUPPLIES PLUMBING SUPPLIES Total :	219.92 782.52 1,002.44
134145	8/3/2023	10065 GLOBAL POWER GROUP INC	89309 89313 *	53944 53944	ELECTRICAL REPAIRS & MAINT ELECTRICAL REPAIRS & MAINT Total :	740.74 1,095.49 1,836.23
134146	8/3/2023	13225 HERC RENTALS	33826207-001	54341	DUMP TRUCK RENTAL ONE WEEK Total :	2,451.25 2,451.25
134147	8/3/2023	11724 ICF JONES & STOKES INC	INV-0000064450	53609	MSCP SUBAREA PLAN Total :	11,811.25 11,811.25
134148	8/3/2023	14833 INTERWEST CONSULTING GROUP	89151	54256	INTERWEST - CONTRACT PLANNE Total :	10,105.00 10,105.00
134149	8/3/2023	13155 LIFETIME DOG TRAINING, LLC	5005		INSTRUCTOR PAYMENT Total :	4,110.00 4,110.00
134150	8/3/2023	14470 M W STEELE GROUP INC	2200-12 2200HAP-03 2200SGIP-03	53741 53741 53741	SANTEE ART & ENTERTAINMENT C HAP - HOUSING ACCELERATION P SGIP - SMART GROWTH INCENTIV Total :	5,536.25 2,543.75 22,827.50 30,907.50
134151	8/3/2023	10538 MEALS ON WHEELS	4-22-23-R	53997	CDBG SUBRECIPIENT Total :	1,520.00 1,520.00
134152	8/3/2023	13245 NEXTECH SYSTEMS, INC	INV2015	54083	SPEED FEEDBACK SIGN Total :	12,400.36 12,400.36
134153	8/3/2023	10442 PAYCO SPECIALTIES	1768-06-2023	54288	STREET STRIPING MAINTENANCE	13,072.15

vchlist

08/03/2023 9:27:43AM

Voucher List CITY OF SANTEE

Page:

5

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
134153	8/3/2023	10442 10442 PAYCO SPECIALTIES	(Continued)		Total :	13,072.15
134154	8/3/2023	13669 PORTILLO CONCRETE, INC	3-2023-07 3R-CIP2023-07	54266	PROGRESS PAYMENT #3 CIP 2023 RETENTION #3 CIP 2023-07 Total :	57,004.00 -2,850.20 54,153.80
134155	8/3/2023	14979 PRIZM JANITORIAL INC.	Ref000088239		LI Refund Cst #28667 Total :	99.00 99.00
134156	8/3/2023	12062 PURETEC INDUSTRIAL WATER	2089604	54001	DEIONIZED WATER SERVICE - PSI Total :	45.18 45.18
134157	8/3/2023	10095 RASA	5627 5726	54062 54062	MAP CHECK BC 2023-01 POPEYE'S MAP CHECK BC 2023-02 SKY RAN(Total :	320.00 345.00 665.00
134158	8/3/2023	10606 S.D. COUNTY SHERIFF'S DEPT.	SHERIFF MAY 2023		LAW ENFORCEMENT MAY 2023 Total :	1,387,751.45 1,387,751.45
134159	8/3/2023	14523 SCA OF CA, LLC	INV-1433	53948	STREET SWEEPING SVCS Total :	28,220.15 28,220.15
134160	8/3/2023	13271 SHI INTERNATIONAL CORP	B17001211	54320	HARDWARE FOR NETWORK SWIT Total :	1,177.02 1,177.02
134161	8/3/2023	14038 SINGH GROUP INC	42120	53905	DEAD ANIMAL REMOVAL SERVICE Total :	1,443.71 1,443.71
134162	8/3/2023	10250 THE EAST COUNTY	00132483 00132484		AD - NOTICE OF PUBLIC HEARING ADS - NOTICE OF PUBLIC HEARIN [®] Total :	231.00 276.50 507.50
134163	8/3/2023	10257 TYLER TECHNOLOGIES INC	045-424586 045-428549	53803 53803	PERMITTING SOFTWARE IMPLEME PERMITTING SOFTWARE IMPLEME Total :	1,480.00 5,920.00 7,400.00
134164	8/3/2023	12480 UNITED SITE SERVICES	114-13643713	53950	PORTABLE TOILET AND FENCE RE	3,183.04

vchlist	
08/03/2023	9:27:43AM

Page:

6

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
134164	8/3/2023	12480 UNITED SITE SERVICES	(Continued)		Total :	3,183.04
134165	8/3/2023	14097 VOICES FOR CHILDREN	4-2023	54007	CDBG SUBRECIPIENT Total :	1,483.56 1,483.56
134166	8/3/2023	10148 WESTAIR GASES EQUIPMENT INC	002246046-00	54065	WELDING SUPPLIES Total :	1,388.76 1,388.76
134167	8/3/2023	10331 HDS WHITE CAP CONST SUPPLY	10018306787	54052	TOOLS, MATERIALS & SUPPLIES Total :	853.20 853.20
;	36 Vouchers	for bank code : ubgen			Bank total :	1,679,608.37
3	36 Vouchers i	in this report			Total vouchers :	1,679,608.37

Jua M2 3-23 Prepared by: Date: Approved by: \$13 23 Date:

vchlist	
08/03/2023	10:02:21AM

7

Voucher	Date	Vendor	_ Invoice	PO #	Description/Account	Amount
134168	8/3/2023	10412 AT&T	301053963; AUG23		MAST PARK Total :	185.47 185.47
134169	8/3/2023	10293 AUTO ZONE INC	3347758734	54463	VEHICLE SUPPLIES Total :	46.89 46.89
134170	8/3/2023	10516 AWARDS BY NAVAJO	0623321	54351	NAMETAGS Total :	142.24 142.24
134171	8/3/2023	12951 BERRY, BONNIE	August 1, 2023		RETIREE HEALTH PAYMENT Total :	91.00 91.00
134172	8/3/2023	14521 CHOICE BANK BOX 180	27559-INV		CABLECAST SOFTWARE RENEWA Total :	3,200.00 3,200.00
134173	8/3/2023	10032 CINTAS CORPORATION 694	4161265505	54468	STATION SUPPLIES Total :	50.42 50.42
134174	8/3/2023	10050 CITY OF EL CAJON	1072		1ST QTR HCFA ASSESSMENT Total :	149,545.90 149,545.90
134175	8/3/2023	10268 COOPER, JACKIE	August 1, 2023		RETIREE HEALTH PAYMENT Total:	91.00 91.00
134176	8/3/2023	10333 COX COMMUNICATIONS	063453006; JUL23 112256001; JUL23		9534 VIA ZAPADOR 9130 CARLTON OAKS DR Total :	95.60 94.74 190.34
134177	8/3/2023	14322 CRITTER ENCOUNTERS	385		DAY CAMP PRESENTATION Total:	325.00 325.00
134178	8/3/2023	13582 DOWNSTREAM SERVICES INC	CIP2021-20		RETENTION RELEASE CIP 2021-20 Total :	16,959.28 16,959.28
134179	8/3/2023	10251 FEDERAL EXPRESS	8-206-21411		FEDEX SHIPPING CHARGES Total :	67.18 67.18

vchlist	
08/03/2023	10:02:21AM

Page: 8

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
134180	8/3/2023	12638 GEORGE HILLS COMPANY, INC.	INV1025771	54486	CLAIMS FEES FY 23/24 Total :	3,958.33 3,958.33
134181	8/3/2023	11196 HD SUPPLY FACILITIES	9216099718 9216139632 9216195973	54415 54415 54415	STATION SUPPLIES STATION SUPPLIES STATION SUPPLIES Total :	81.17 1,713.56 1,460.52 3,255.25
134182	8/3/2023	14982 HILEMAN, JAIMIE	2004750.001		REFUND OF TINY TOTS PRESCHO Total :	191.59 191.59
134183	8/3/2023	11726 JONES, HEATHER	742023		SANTEE SALUTES MILITARY GUES Total :	600.00 600.00
134184	8/3/2023	13558 KIFER HYDRAULICS CO, INC	81008	54375	EQUIPMENT REPAIR PARTS Total :	245.73 245.73
134185	8/3/2023	10204 LIFE ASSIST INC	1342800 1344247	54377 54377	EMS SUPPLIES EMS SUPPLIES Total :	695.68 1,505.69 2,201.37
134186	8/3/2023	10527 MOYNEUR, KYLE	07182023		TUITION REIMBURSEMENT Total :	2,045.00 2,045.00
134187	8/3/2023	13777 NETFILE, INC.	8777		NETFILE ANNUAL SOFTWARE REN Total :	6,000.00 6,000.00
134188	8/3/2023	10308 O'REILLY AUTO PARTS	2968-164251	54384	VEHICLE REPAIR PART Total :	13.17 13.17
134189	8/3/2023	10521 PNC EQUIPMENT FINANCE LLC	1719941 1727768		2023 PIERCE PUMPER PYMT #1 2016 PIERCE AERIAL PYMT #8 Total :	145,825.71 129,054.28 274,879.99
134190	8/3/2023	13669 PORTILLO CONCRETE, INC	CIP2023-07		RETENTION RELEASE CIP 2023-07 Total :	17,935.70 17,935.70
134191	8/3/2023	12251 PRISM	24500040		PROPERTY INSURANCE PROGRAM	175,996.00

vchlist 08/03/2023 10:02:21AM

Voucher List CITY OF SANTEE

Page:

9

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
134191	8/3/2023	12251 12251 PRISM	(Continued)		Total :	175,996.00
134192	8/3/2023	10278 RAMSEY, JOAN	August 1, 2023		RETIREE HEALTH PAYMENTS Total :	91.00 91.00
134193	8/3/2023	12237 RAYON, KYLE	August 1, 2023		RETIREE HEALTH PAYMENT Total :	91.00 91.00
134194	8/3/2023	14983 ROFFE, TIFFANI	2004749.001		REFUND OF SUMMER CAMP Total :	191.59 191.59
134195	8/3/2023	10407 SAN DIEGO GAS & ELECTRIC	34223805628; JUL23 43940205509; JUL23 79900685777; JUL23 85097421694; JUL23		ROW / MEDIANS (GAS) LMD BALLFIELDS; FACILITIES; PARKS CITY HALL GROUP BILL Total :	268.83 2,828.93 24,246.35 15,629.11 42,973.22
134196	8/3/2023	13171 SC COMMERCIAL, LLC	2424985-IN 2427110-IN	54395 54395	DELIVERED FUEL DELIVERED FUEL Total :	638.73 355.05 993.78
134197	8/3/2023	10110 SECTRAN SECURITY INC	23070563	54445	FY 23/24 ARMORED CAR TRANSPC Total :	155.84 155.84
134198	8/3/2023	11072 SHOW STOPPER WAX PRODUCTS	6313	54398	VEHICLE SUPPLIES Total :	137.92 137.92
134199	8/3/2023	14980 SOLTECH ELECTRIC INC	Ref000088264		LI Refund Cst #28764 Total :	105.00 105.00
134200	8/3/2023	10217 STAPLES ADVANTAGE	3542338521	54335	FY 23/24 OFFICE SUPPLIES - FINAI Total :	118.41 118.41
134201	8/3/2023	12480 UNITED SITE SERVICES	114-13641759	54339	PORTABLE TOILET AND FENCE RE Total :	1,771.83 1,771.83
134202	8/3/2023	10537 WETMORE'S	06P64046	54457	VEHICLE REPAIR PARTS	25.31

vchlist	
08/03/2023	10:02:21AM

Page: 10

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
134202	8/3/2023	10537 10537 WETMORE'S	(Continued)		Total :	25.31
134203	8/3/2023	12930 WILLIAMS, ROCHELLE	August 1, 2023		RETIREE HEALTH PAYMENTS Total :	91.00 91.00
134204	8/3/2023	12641 WITTORFF, VICKY DENISE	August 1, 2023		RETIREE HEALTH PAYMENTS Total :	31.00 31.00
;	37 Vouchers	for bank code : ubgen			Bank total :	704,993.75
	37 Vouchers	in this report			Total vouchers :	704,993.75

3.23 Prepared by: Date: Approved by: 8/3 23 Date:

vchlist

08/09/2023 3:32:43PM

Voucher List CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
134205	8/9/2023	11139 ACE UNIFORMS AND ACCESSORIES	SD0134098 SD0134100 SD0134102 SD0134105 SD0134107 SD0134109 SD0134109 SD0134111 SD0134113 SD0134115 SD0134120 SD0134124	54286 54286 54286 54286 54286 54286 54286 54286 54286 54286	EMT UNIFORMS EMT UNIFORMS EMT UNIFORMS EMT UNIFORMS EMT UNIFORMS EMT UNIFORMS EMT UNIFORMS EMS UNIFORMS EMT UNIFORMS EMT UNIFORMS EMT UNIFORMS	16.16 210.48 236.99 317.33 216.94 301.17 253.15 307.64 216.94 200.78 16.16 2,293.74
134206	8/9/2023	10478 CALIFORNIA DEPARTMENT OF	USE TAX APR-JUN 2023		USE TAX APRIL - JUNE 2023 Total :	516.48 516.48
134207	8/9/2023	12860 COLANTUONO, HIGHSMITH &	55600		SDCOE CONSORTIUM Total :	29.25 29.25
134208	8/9/2023	10171 COUNTY OF SAN DIEGO AUDITOR &	05/2023 AGENCY REV 05/2023 PHOENIX REV 05/2023 DMV REVENUE 06/2023 AGENCY REV 06/2023 DMV REVENUE 06/2023 PHOENIX REV		05/2023 AGENCY PARK CITE REP1 05/2023 PHOENIX CITE REV REPT 05/2023 DMV PARK CITE REPT 06/2023 AGENCY PARK CITE REPT 06/2023 DMV PARK CITE REPT 06/2023 PHOENIX CITE REV REPT Total :	536.25 1,404.25 372.25 200.00 816.00 891.00 4,219.75
134209	8/9/2023	10142 CSA SAN DIEGO COUNTY	831	54021	CDBG SUBRECIPIENT Total :	2,368.50 2,368.50
134210	8/9/2023	13442 EBBIN MOSER + SKAGGS LLP	5024	52777	MSCP SUBAREA PLAN Total :	23,498.75 23,498.75
134211	8/9/2023	12495 GROSSMONT UNION	AR014286	54163	SCHOOL RESOURCE OFFICERS Total :	36,605.00 36,605.00

Page:

11

vchlist 08/09/2023				12

Bank code :

ubgen

PO # Voucher Date Vendor Invoice **Description/Account** Amount 134212 PSD UNIFORM APPAREL 8/9/2023 12955 IRON MOUNTAIN OUTFITTERS 4635660 54193 487.82 487.82 Total : 134213 8/9/2023 14229 JOBSITE SUPPLY CO 76532400 53978 **CIP SUPPLIES** 259.08 53978 77078300 **CIP SUPPLIES** 152.25 Total: 411.33 134214 8/9/2023 10154 MCDOUGAL, BOEHMER, FOLEY, LYON 105344 SLEMSA LEGAL SERVICES - JUNE 300.00 Total : 300.00 134215 8/9/2023 10092 PHOENIX GROUP INFO SYSTEMS 042023031 54127 FY 22-23 PARKING CITE PROCESS 643.40 052023031 54127 FY 22-23 PARKING CITE PROCESS 731.35 Total: 1,374.75 134216 8/9/2023 10606 S.D. COUNTY SHERIFF'S DEPT. SHERIFF JUNE 2023 LAW ENFORCEMENT JUNE 2023 1,392,911.02 Total: 1,392,911.02 134217 8/9/2023 14523 SCA OF CA, LLC 157080PS 53948 STREET SWEEPING SVCS 478.00 Total: 478.00 134218 8/9/2023 14284 SDI PRESENCE LLC 13341 53800 SANTEE LMS PROCUREMENT 87.50 Total: 87.50 134219 8/9/2023 13206 SHARP BUSINESS SYSTEMS 9004412949-B 54016 SHARP APR-JUN 2023 OVERAGES 1.516.86 Total : 1,516.86 134220 8/9/2023 12480 UNITED SITE SERVICES 114-13645103 53950 PORTABLE TOILET AND FENCE RE 727.32 Total: 727.32 16 Vouchers for bank code : ubgen Bank total : 1,467,826.07 16 Vouchers in this report Total vouchers : 1,467,826.07

vchlist

08/09/2023 3:32:43PM

Voucher List **CITY OF SANTEE**

13 Page:

Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
	Prepared by: MMANN				
	Date:				
	Approved by: Bull				
	Date: 8/9/23				

vchlist 08/11/2023	11:46:33 A	Μ	Voucher List CITY OF SANTE			Page: 14
Bank code :	ubgen			DO //	Description(Assessed	
Voucher	Date	Vendor	Invoice	<u>PO #</u>	Description/Account	Amount
91910	8/10/2023	10956 FRANCHISE TAX BOARD	Aug Retiree		CA STATE TAX WITHHELD	46.00
			PPE 8/2/23		CA STATE TAX WITHHELD	31,412.73
					Total :	31,458.73
91934	8/10/2023	10955 DEPARTMENT OF THE TREASURY	Aug Retiree		FEDERAL WITHHOLDING TAX	211.00
			PPE 8/2/23		FED WITHHOLD & MEDICARE	95,613.43
					Total :	
2	Vouchers	for bank code : ubgen			Bank total :	127,283.16
2	Vouchers	in this report			Total vouchers :	127,283.16

2 VV Prepared by: Date: Approved by: Date:

vchlist

08/10/2023 12:31:26PM

Voucher List CITY OF SANTEE

Page: 15

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
134221	8/10/2023	10032 CINTAS CORPORATION 694	4160614134 4161221101	54468 54468	MISC SHOP RENTALS MISC SHOP RENTAL SERVICE Total :	85.86 70.13 155.99
134222	8/10/2023	10333 COX COMMUNICATIONS	038997401; AUG23		9951 RIVERWALK DR Total :	57.00 57.00
134223	8/10/2023	12593 ELLISON WILSON ADVOCACY, LLC	2023-07-07	54505	GOVERNMENTAL ADVOCACY SER' Total :	1,500.00 1,500.00
134224	8/10/2023	14446 ENTERPRISE FM TRUST	STMT 2729		VEHICLE LEASING PROGRAM Total :	5,747.95 5,747.95
134225	8/10/2023	10251 FEDERAL EXPRESS	8-213-11116		FEDEX SHIPPING CHARGES Total :	67.47 67.47
134226	8/10/2023	12271 FERNO WASHINGTON INC	923770	54430	EQUIPMENT REPAIR PARTS Total :	257.68 257.68
134227	8/10/2023	12638 GEORGE HILLS COMPANY, INC.	INV1025872	54486	CLAIMS FEES FY 23/24 Total :	250.00 250.00
134228	8/10/2023	10066 GLOBALSTAR USA LLC	54003848		SATELLITE PHONE SERVICE Total :	102.99 102.99
134229	8/10/2023	13072 GOVERNMENT TRAINING AGENCY	17140		CCMA ANNUAL MEETING DUES Total :	1,000.00 1,000.00
134230	8/10/2023	14229 JOBSITE SUPPLY CO	77523700	54433	CIP SUPPLIES Total :	60.90 60.90
134231	8/10/2023	10303 MAMA SAID ENTERTAINMENT	4060	54332	SANTEE SALUTES ENTERTAINMEN Total :	3,800.00 3,800.00
134232	8/10/2023	12815 MUNICIPAL MANAGEMENT (MMASC)	7832		MMASC MEMBERSHIP RENEWAL Total :	90.00 90.00

vchlist	
08/10/2023	12:31:26PM

Page:

16

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
134233	8/10/2023	10308 O'REILLY AUTO PARTS	2968-166485	54384	VEHICLE REPAIR PART Total :	47.41 47.41
134234	8/10/2023	10344 PADRE DAM MUNICIPAL WATER DIST	29700015; JUL23		CONSTRUCTION METER Total :	251.50 251.50
134235	8/10/2023	12251 PRISM	24400322 24400460 24400532 24400667		MASTER CRIME PROGRAM INSUR POLLUTION INSURANCE PROGRA CYBER LIABILITY PROGRAM OPTIONAL EXCESS LIABILITY Total :	4,561.00 11,918.00 7,364.00 52,350.00 76,193.00
134236	8/10/2023	10108 SAN DIEGO ASSOC OF GOVERNMENTS	AR175110		SANDAG MEMBER AGENCY ASSES Total :	26,441.00 26,441.00
134237	8/10/2023	10407 SAN DIEGO GAS & ELECTRIC	22373580042; JUL23		TRAFFIC SIGNALS Total :	7,834.53 7,834.53
134238	8/10/2023	13171 SC COMMERCIAL, LLC	2430838-IN 2431572-IN	54395 54395	DELIVERED FUEL DELIVERED FUEL Total :	723.57 771.82 1,495.39
134239	8/10/2023	14522 SCHMIDT, CRAIG	07132023	54397	SANTEE SUMMER CONCERT Total :	700.00 700.00
134240	8/10/2023	13206 SHARP BUSINESS SYSTEMS	9004412949-A	54519	SHARP MAINT/COPIES 7/2023 Total :	932.80 932.80
134241	8/10/2023	13047 SITEIMPROVE, INC	USI-00001120		SITE IMPROVE SOFTWARE RENEV Total :	4,775.00 4,775.00
134242	8/10/2023	10217 STAPLES ADVANTAGE	3542275798 3542540614 3542685971 3542685972 3542685974 3542867657 CR	54335 54403 54402 54403 54335 54335	FY 23/24 OFFICE SUPPLIES - FINAI OFFICE SUPPLIES OFFICE SUPPLIES - P&B, E OFFICE SUPPLIES FY 23/24 OFFICE SUPPLIES - FINAI CREDIT - RETURN ITEM	222.42 15.72 64.25 196.81 275.74 -118.68

vchlist 08/10/2023 12:31:26PM

Voucher List CITY OF SANTEE

Page:

17

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
134242	8/10/2023	10217 10217 STAPLES ADVANTAGE	(Continued)		Total :	656.26
134243	8/10/2023	10776 STATE OF CALIFORNIA	PPE 8/2/23		WITHHOLDING ORDER Total :	449.53 449.53
134244	8/10/2023	14986 SUNRUN INSTALLATIONS SERVICES	PV00029		PERMIT#23STE-PV00029 REFUND Total :	169.62 169.62
134245	8/10/2023	10250 THE EAST COUNTY	00132884		NOTICE OF INTENT - ROCKVILL W. Total :	283.50 283.50
134246	8/10/2023	11321 TIP OF SAN DIEGO COUNTY	2023-3022	54500	ANNUAL FEE FOR TIP SERVICES Total :	9,005.55 9,005.55
134247	8/10/2023	10642 USPS-POC	08012023		POSTAGE REIMBURSEMENT Total :	1,011.91 1,011.91
134248	8/10/2023	10475 VERIZON WIRELESS	9939327664		WIFI SERVICE Total :	1,292.33 1,292.33
28	8 Vouchers f	for bank code : ubgen			Bank total :	144,629.31
28	Vouchers i	n this report			Total vouchers :	144,629.31

Prepared by: Date: Approved by: _ Date: 01

EARNINGS SECTION DEDUCTIONS SECTION LVPlan Accrued Taken Banked Lost Type Hours/units Rate Amount Src Plan Base Wages Deduction Benefit/Cont LvPlan Accrued Taken Banked Lost sb-1 8b-1 81.84 3.444.54 56 72.39 <
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$
sb-3 72.39 sfa 3,444.54 sffapc 466.12 st1cs3 82,409.80 2,472.32 st2cs3 13,811.27 414.35 texlif 55.19 vaccpr 536.20 vacqpt 232.89 vacqpt 328.21 vacqpt 328.21 vacqpt 116.75 vgcipt 79.44 vision 5,808.32 552.19 voladi 31.26 voldis 234.94 voladi 31.26
sb-3 72.39 sffa 3,444.54 sffapc 466.12 sf1cs3 82,409.80 2,472.32 st2cs3 13,811.27 414.35 texlif 55.19 vaccpr 536.20 vacqpt 232.89 vacqpt 328.21 vacqpt 116.75 vacqpt 116.75 vacqpt 79.44 vision 5,808.32 552.19 voladi 312.6 voldis 234.94
sffapc 465.12 st1cs3 82,409.80 2,472.32 st2cs3 13,811.27 414.35 texlif 55.19 vaccpr 536.20 vacapt 232.89 voanpt 116.75 vgcipt 79.44 vision 5,808.32 vision 5,808.32 volddd 31.26 voldis 232.49
st1cs3 82,409.80 2,472.32 -2,472.32 st2cs3 13,811.27 414.35 -414.35 texlif 55.19
st2cs3 13,811.27 414.35 -414.35 texlif 55.19 -536.20 vaccpt 232.89 -232.81 vcanpr 328.21 -232.81 vgcipt 79.44 -414.35 vgcipt 328.21 -232.81 vgcipt 79.44 -232.81 voladd 31.26
st2cs3 13,811.27 414.35 -414.35 texiif 55.19 - vaccpr 536.20 - vaccpt 232.89 - vcanpr 328.21 - vgcipt 79.44 - voladd 31.26 - voladd 31.26 - voldis 234.94 -
vaccpr 536.20 vaccpt 232.89 vcanpr 328.21 vcanpt 116.75 vgcipt 79.44 vision 5,808.32 voladd 31.26 voldis 234.94 vollad 236.87
vacept 232.89 vcanpr 328.21 vcanpt 116.75 vgcipt 79.44 vision 5,808.32 552.19 voladd 31.26 voldis 234.94 vollad 328.21
vcanpr 328.21 vcanpt 116.75 vgcipt 79.44 vision 5,808.32 552.19 voladd 31.26 voldis 234.94 vollad 236.87
vcanpt 116.75 vgcipt 79.44 vision 5,808.32 voladd 31.26 voldis 234.94 vollad 236.87
vgcpt 79.44 vision 5,808.32 voladd 31.26 voldis 234.94 vollad 236.87
vision 5,808.32 552.19 voladd 31.26 voldis 234.94 vollad 236.87
voladd 31.26 voldis 234.94 vollad 236.87
voldis 234.94 vollad 236.87
vollad 236.87
vollif 236.87
Grand 16,813.00 685,235.85 239,272.27 291,626.55 Gross: 685,235.85 Totals 445,963.58 445,963.58
<< No Errors / 21 Warnings >>
5 BUU-
010125
0/0/-
- 2/23
OPE OF 1 43
EBull 8/8/23 PRE B/c/23 Pardule B/10/23 Pardule B/10/23
volate -
fal

vchlist

08/10/2023 4:00:46PM

Voucher List CITY OF SANTEE

Page: 19

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
134249	8/10/2023	10334 CHLIC	3218981		HEALTH INSURANCE Total :	218,320.03 218,320.03
134250	8/10/2023	14793 CONTROLLING INS COST IN CA, SCHO	O 2023-8		EMPLOYEE ASSISTANCE PROGRA Total :	370.14 370.14
134251	8/10/2023	14458 METROPOLITAN LIFE INSURANCE	77903279		DENTAL INSURANCE Total :	13,174.77 13,174.77
134252	8/10/2023	10785 RELIANCE STANDARD LIFE	Aug 23		VOLUNTARY LIFE INSURANCE Total :	476.09 476.09
134253	8/10/2023	10424 SANTEE FIREFIGHTERS	PPE 8/2/23		DUES/PEC/BENEVOLENT/BC EXP Total :	4,052.46 4,052.46
134254	8/10/2023	10776 STATE OF CALIFORNIA	PPE 8/2/23		WITHHOLDING ORDER Total:	225.23 225.23
134255	8/10/2023	10001 US BANK	PPE 8/2/23		PARS RETIREMENT Total :	1,596.14 1,596.14
134256	8/10/2023	14600 WASHINGTON STATE SUPPORT	PPE 8/2/23		WITHHOLDING ORDER Total:	751.84 751.84
	8 Vouchers	for bank code : ubgen			Bank total :	238,966.70
	8 Vouchers i	in this report			Total vouchers :	238,966.70

Juch 8-10-23 Prepared by Date: Approved by: _ Date: _ -8 23

vchlist 08/11/2023	11:53:48A	Μ	Voucher List CITY OF SANTEE			P	Page:	20
Bank code :	ubgen							
Voucher	Date	Vendor	Invoice	<u>PO #</u>	Description/Account		<u> </u>	ount
6243729	8/11/2023	14704 457 MISSIONSQUARE	PPE 08/02/23		ICMA - 457		35,38	30.33
						Total :	35,38	80.33
6628013	8/11/2023	14705 RHS MISSIONSQUARE	PPE 8/2/23		RETIREE HSA		4,52	24.89
						Total :	4,52	24.89
2	Vouchers	for bank code : ubgen			Ва	ank total :	39,90)5.22

2 Vouchers in this report

L Prepared by: 'V Date: Approved by Date:

39,905.22

Total vouchers :

vchlist 08/14/2023	9:15:29A	Μ	Voucher List CITY OF SANTE			Page:	21
Bank code :	ubgen						
Voucher	Date	Vendor	Invoice	<u>PO #</u>	Description/Account	A	mount
62495	8/14/2023	10401 US BANK TRUST	2344522		CFD 2017 DEBT SERVICE SEMI AN Total :	,	181.25 181.25
1	Vouchers	for bank code : ubgen			Bank total :	341,	181.25
1	Vouchers	in this report			Total vouchers :	341,	181.25

Prepared by: Date: Approved by: Date: А

Item 3

COUNCIL AGENDA STATEMENT CITY OF SANTEE

MEETING DATE August 23, 2023

ITEM TITLE APPROVAL OF THE EXPENDITURE OF \$88,359.77 FOR JULY 2023 LEGAL SERVICES

DIRECTOR/DEPARTMENT Heather Jennings, Finance H

SUMMARY

Legal services invoices proposed for payment for the month of July 2023 total \$88,359.77 as follows:

1)	General Retainer Services	\$	17,026.00
2)	Labor & Employment		5,362.50
3)	Litigation & Claims		2,263.15
4)	Special Projects - General Fund		29,608.86
5)	Special Projects – Other Funds		24,799.26
6)	Third-Party Reimbursable Projects		9,300.00
	Total	_\$	88,359.77

FINANCIAL STATEMENT

General Fund:	AMOUNT	E	BALANCE	
Adopted Budget	\$ 811,300.00			0
Revised Budget	811,300.00			
Prior Expenditures				
Current Request	(54,260.51)	\$	757,039.49	
Other Funds (excluding third-party reimb	oursable items):			
Adopted Budget	\$ 95,000.00			
Revised Budget	95,000.00			
Prior Expenditures				
Current Request	(24,799.26)	\$	70,200.74	

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION MAB

Approve the expenditure of \$88,359.77 for July 2023 legal services and reimbursable costs.

ATTACHMENTS

- 1. Legal Services Billing Summary July 2023
- 2. Legal Services Billing Recap FY 2023-24



Attachment 1

LEGAL SERVICES BILLING SUMMARY JULY 2023

DESCRIPTION	-	CURRENT AMOUNT	INVOICE NUMBER	NOTES
Retainer 1001.00.1201.51020	\$	17,026.00 17,026.00	972240	
Labor & Employment: Labor & Employment 1001.00.1201.51020		5,362.50 5,362.50	972202	
Litigation & Claims: Litigation & Claims Affordable Housing Coalition of San Diego County Allan Family Trust Litigation Parcel 4 Litigation 1001.00.1201.51020		879.15 64.00 330.00 <u>990.00</u> 2,263.15	972210 972199 972225 972209	
Special Projects (General Fund): Community Oriented Policing CEQA Special Advice Prop 218 Parcel 4 Hotel Advanced Records Center Services for PRA Cannabis General Telecommunications Work Records Management Policy Development Impact Fee Study Special Training Surplus Land Act/Real Property Special Advice 1001.00.1201.51020		16,176.96 1,045.00 137.50 605.00 1,691.40 522.50 25.50 1,100.00 3,465.00 2,585.00 2,255.00 29,608.86	972205 972228 972198 972197 972212 972211 972208 972214 972216 972224 972226	
Cuyamaca Street Right-of-Way Acquisition SLEMSA JPA		22,185.76 2,613.50 24,799.26	972203 972231	cip71402.30.05 5505.00.1901.51020
Third-Party Reimbursable: Lantern Crest (Applicant Initiated) MSCP Subarea Plan HomeFed Project Santee Auto Center CUP Redevelopment of Carlton Oaks Golf Course Fanita Drive Townhomes Paradise Warehouse		204.00 1,305.60 122.40 408.00 4,855.20 1,795.20 609.60 9,300.00	972217 972223 972222 972230 972219 972218 972221	grd1383a.20.05 spp2101a.93.05 tm22001a.10.05 cup2210a.10.05 cup1906a.10.05 tm21002a.10.05 dr23002a.10.05
Total	\$	88,359.77		

LEGAL SERVICES BILLING RECAP FY 2022-23

	Adopted	Revised	Previously Spent	Available	Current Request
Category	Budget	Budget	Year to Date	Balance	Mo./Yr. Amount
<i>General Fund:</i> General / Retainer Labor & Employment Litigation & Claims Special Projects	\$ 206,310.00 60,000.00 50,000.00 494,990.00	\$ 206,310.00 60,000.00 50,000.00 494,990.00	\$ - - -	\$ 206,310.00 60,000.00 50,000.00 494,990.00	July-23 \$ 17,026.00 July-23 5,362.50 July-23 2,263.15 July-23 29,608.86
Total	\$ 811,300.00	\$ 811,300.00	\$ -	\$ 811,300.00	\$ 54,260.51
<i>Other City Funds:</i> MHFP Commission Capital Projects SLEMSA JPA Total	\$ 10,000.00 75,000.00 10,000.00 \$ 95,000.00	<pre>\$ 10,000.00 75,000.00 10,000.00 \$ 95,000.00</pre>	\$ - - - - - -	<pre>\$ 10,000.00 75,000.00 10,000.00 \$ 95,000.00</pre>	July-23 \$ - July-23 22,185.76 July-23 2,613.50 <u>\$ 24,799.26</u>
Third-Party Reimbursat	ole:				
Total			<u>\$</u> -		\$ 9,300.00

FY 2023-24			Total Proposed for Payment		
General Fund	\$	-	General Fund	\$	54,260.51
Other City Funds		-	Other City Funds		24,799.26
Applicant Deposits or Grants		-	Applicant Deposits or Grants		9,300.00
Total	\$	-	Total	\$	88,359.77

COUNCIL AGENDA STATEMENT CITY OF SANTEE

MEETING DATE August 23, 2023

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AUTHORIZING THE FILING OF AN APPLICATION FOR HOUSING ACCELERATION PROGRAM CYCLE 2 GRANT FUNDS FROM THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDING AND EXECUTE GRANT DOCUMENTS ON BEHALF OF THE CITY

DIRECTOR/DEPARTMENT Michael Coyne / Planning & Building Department

SUMMARY

The Planning & Building Department has applied for a Housing Acceleration Program (HAP) Cycle 2 Grant in the amount of \$650,000 from the San Diego Association of Governments (SANDAG). The grant would fund an update to the Land Use Element of the General Plan, which was last updated in 2003 and is past its horizon year of 2020. The Land Use Element serves as the City's long-term blueprint for development within the City, laying out the type, intensity, guality, and location of residential, commercial, industrial, open space, and public uses throughout the City. The Land Use Element Update would include an assessment of existing conditions, land use development patterns, market needs, current planning best practices, and a comparison with other plans, including the Housing Element, Mobility Element, Santee Sustainable Plan, Subarea Plan, Safety/Environmental Justice Element and the Town Center Specific Plan, to ensure consistency across all plans. The Land Use Element Update will complement the Town Center Specific Plan Update, currently underway, by ensuring that the new land uses and goals established for the Town Center are properly reflected in the Land Use Element. However, the Land Use Element Update will focus on identifying development opportunities for areas outside of the Town Center, especially for vertical mixed use development which is currently not permissible in these areas. The Land Use Element Update would also evaluate existing land use goals, policies and objectives and retain, modify or supplement them to ensure they remain relevant by reflecting a more up-to-date vision for the development of the City for the next 20 to 30 years.

To be eligible for the subject grant, SANDAG requires all grant applicants to submit a resolution from their authorized governing body within 30 days following the grant application deadline that includes the commitment to providing the minimum match percentage set forth in the call for projects and which authorizes staff to accept grant funding and execute a grant agreement if an award is made by SANDAG. The attached resolution complies with these grant requirements.

ENVIRONMENTAL REVIEW

This item is categorically exempt from CEQA pursuant to section 15061(b)(3) which provides an exemption under the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment. The subject action is limited to the authorization to provide matching funds and accept grant funds.





CITY OF SANTEE COUNCIL AGENDA STATEMENT

FINANCIAL STATEMENT

The grant will provide \$650,000 in funds for planning and environmental work associated with an update to the Land Use Element. The grant does not require matching funds from the City; however, to increase application competitiveness, the City would commit \$30,000 or approximately 300 hours of in-kind staff time towards management of the project.

CITY ATTORNEY REVIEW

□ N/A

⊠ Completed

RECOMMENDATION MDB

Adopt the Resolution:

- 1. Authorizing the submittal of a Housing Acceleration (HAP) Cycle 2 Grant in the amount of \$650,000 from the San Diego Association of Governments (SANDAG) to fund an update to the Land Use Element (project); and
- 2. Authorizing the expenditure of \$30,000 in matching funds provided as in-kind staff time towards management of the project; and
- 3. Authorizing the City Manager to accept grant funding and execute grant documents on behalf of the City.

ATTACHMENT

Resolution Grant Application



RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AUTHORIZING THE FILING OF AN APPLICATION FOR HOUSING ACCELERATION PROGRAM CYCLE 2 GRANT FUNDS FROM THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDING AND EXECUTE GRANT DOCUMENTS ON BEHALF OF THE CITY

WHEREAS, up to \$16 million of the Regional Early Action Planning Grants of 2021 (REAP 2.0) allocated funding for SANDAG from the California Department of Housing and Community Development (HCD) is available to local jurisdictions through the Housing Acceleration Program (HAP) Cycle 2 Call for Projects; and

WHEREAS, the City of Santee wishes to receive REAP 2.0 grant funding from SANDAG in the amount of \$650,000 to update to the Land Use Element; and

WHEREAS, the City of Santee certifies that it adopted a Climate Action Plan (CAP) in a public meeting on January 8, 2020 that includes measures to reduce greenhouse gas (GHG) emissions to 1990 levels by 2020 and achieves further reductions beyond 2020 consistent with adopted regional or local GHG emissions reduction targets; and

WHEREAS, this action is categorically exempt from CEQA pursuant to section 15061(b) (3) which provides an exemption under the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment. This action is limited to the authorization to provide matching funds and accept grant funds; and

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City of Santee is authorized to submit the following grant application to SANDAG.

Application Type	Project Name
Planning Project	Land Use Element Update

BE IT FURTHER RESOLVED that, if a grant award is made by SANDAG to fund any of these projects, the City of Santee commits to providing the match amounts per project as listed in the grant application; and

BE IT FURTHER RESOLVED that, if a grant award is made by SANDAG, the City of Santee authorizes the City Manager to accept the grant funds, execute the grant agreement with no exceptions in substantially the same form as provided with the Call for Projects, and complete the Project; and

RESOLUTION NO.

BE IT FURTHER RESOLVED that, City of Santee understands and agrees to comply with all applicable REAP 2.0 requirements imposed by HCD; and

BE IT FURTHER RESOLVED that, City of Santee understands and agrees that SANDAG shall have no liability for costs that may arise associated with the Project, which are not included in the grant agreement, including but not limited to costs stemming from claims, litigation, changes in law, or force majeure events.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 9th day of August, 2023, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK
SAMDAG Housing Acceleration Grant Program Planning Project Application

Grant Application Instructions

I. Required Application Components

To be considered responsive, the following materials must be submitted before the application deadline.

- Completed Planning Project Application
 - Letter(s) from a public agency or community-based organization if a partnership will be used
 - Signed Applicant Statement Form
 - Note: If the application includes a partnership with multiple jurisdictions, each jurisdiction must sign the Applicant Statement Form
 - o Equal Employment Opportunity Certificate
 - Public Contract Code Questionnaires and Statements
- A map of the project location (see instructions below)
- Project Scope of Work, Schedule, and Budget (see instructions below)

II. Recommended Application Components

The following materials are not required for an application to be considered responsive but can assist in the project evaluation process and could result in additional points for the applicant.

- If the proposed project is adjacent to another jurisdiction, include documentation showing the project is included in the adopted plans of the adjacent jurisdiction or a letter from the adjacent jurisdiction demonstrating that cooperative efforts are underway.
- GIS shapefile (zipped file) of the project footprint
- A site plan and typical cross-sections depicting project-level detail, if applicable
- Aerial photos and other photographs depicting existing conditions
- Documentation of support for the project from community groups or individuals

III. Project Location Map

- Navigate to the <u>SANDAG HAP Cycle 2 Interactive Map.</u>
- Zoom to the proposed project location and verify that it meets the eligibility requirements outlined in the CFP.
- Use the Draw tool (Figure 1) to map the proposed project area.
- Use the Print tool (Figure 2) to print a PDF copy of your mapped project area.

PROJECT SCOPE OF WORK, BUDGET AND SCHEDULE

A. Scope of Work and Budget

Table 1: Scope of Work and Budget

Task No.	Task Description	Deliverables	HAP Grant Amount	Matching Funds Amount
Instructions	Enter task descriptions. Limit sub-tasks to major milestones. The following are examples of tasks – applicants should tailor their tasks as necessary.	Enter deliverables associated with each task. The following are examples of deliverables – applicants should tailor their deliverables as necessary.	Enter the cost to complete each task that will be requested for reimbursement.	Enter the amount of matching funds per task from sources other than REAP that will be contributed. Matching funds are not required.
1.	In-Kind City Staff Time	Set up scope of work, prepare consultant RFP, set up and participate in meetings, workshops, council presentations, prepare staff reports, Zoning Ordinance Amendment	\$0.00	\$30,000
2.	Project Start-Up and Background Material	Consultant kick-of meeting and initial meetings with staff; Written assessment of current Land Use Element deficiencies/inconsistencies; existing conditions assessment; Assemble GIS data and Prepare Base Map, existing land use maps	\$60,000	\$0.00
3.	Land Use Element Update Visioning	Meeting with City staff, community workshops, community event attendance, digital engagement, surveys, stakeholder/property owner meetings, City Council workshops, powerpoint presentations, plan alternatives; Land Use Element main goals and objectives; architectural/design options; maintain webpage	\$120,000	\$0.00
4.	Land Use Element Framework	Project description; plan outline; plan goals, policies and objectives, conceptual plans/renderings/illustrations, draft GIS data and maps; architecture/design standards	\$30,000	\$0.00
5.	Prepare Program Environmental Impact Report	EIR staff meetings, project description, NOP, scoping meeting, powerpoint	\$340,000	\$0.00

PROJECT SCOPE OF WORK, BUDGET AND SCHEDULE

		presentation, notice preparation, prepare technical studies (including VMT analysis), administrative draft EIR, public draft EIR, responses to comments, MMRP, findings, Final EIR, City Council meetings, certification		
6.	Draft Land Use Element	Provide administrative and public draft plan with land uses, goals, polices, objectives, corresponding narratives, maps, illustrations, renderings, pictures for public review and comment; GIS land use map and zoning map; City Council workshops presenting draft plan; prepare powerpoint presentation	\$60,000	\$0.00
7.	Final Land Use Element	Revisions to draft plan; finalize Land Use Element; prepare Zoning Map/Zoning Ordinance Amendment; present Final Plan to City Council for adoption along with EIR certification; prepare powerpoint presentation	\$40,000	\$0.00

B. Schedule

Table 2: Schedule

Task No.	Start Date	Completion Date
Instructions	Enter the start date as the number of months from the NTP. Enter whole numbers.	Enter the end date as the number of months from the NTP. Enter whole numbers.
1.	1 month	24 months
2.	1 month	4 months
3.	5 months	10 months
4.	11 months	12 months
5.	12 months	24 months
6.	12 months	20 months
7.	21 months	24 months

Grant Application

I. Applicant Information

Applicant Name	City of Santee
Applicant Address	10601 Magnolia Avenue
	Santee, CA 92071
Contact Name	Michael Coyne
Title	Principal Planner
Phone	619-258-4100 ext. 160
Email	mcoyne@cityofsanteeca.gov

Does the applicant have an adopted Climate Action Plan (CAP)?

🛛 Yes 🛛 No*

*If No, describe the steps the applicant is taking to develop a CAP and the anticipated timeline for adoption.

II. Project Information

n. Project mormat	
Project Title	Land Use Element Update
Project Area Description (Include the transit priority	Entire jurisdictional limits of the City of Santee. The area includes the Santee Town Center Smart Growth Area (ST-1) in the Smart Growth Concept Map, the El Cajon Mobility Hub, the SR-52 & SR-67 Travel Model Networks (2035 TPPA), and Transit Priority Areas No. 2366, 2367, 2404, 2433, 2448, 2449, 2452, 2492, 2494, 2496, 2501, and 2502. The
area and/or network and nearby amenities)	project area includes a mixture of housing, retail, services, jobs, multimodal corridors, and public transit.
Brief Project Summary	The Land Use Element Update project will include an assessment of existing conditions, land use development patterns, current planning best practices and a comparison with other recently updated elements, including the Housing Element, Circulation Element, Climate Action Plan and Safety/Environmental Justice Element, to ensure consistency across all elements. The updated Land Use Element will identify new mixed-use housing sites along multimodal corridors. New Land Use Element goals, policies and objectives will be identified that further the City's commitment to accelerate housing production and supply, affirmatively further fair housing, and reduce vehicle miles traveled.

Brief Project History (if applicable)	The existing Land Use Element was last updated in 2003 and has a horizon year of 2020. The City has been exploring an update to the Land Use Element for several years now, but due to project costs as a small City with a tight budget has been unable to fund the update. This grant represents and opportunity for the City to be able to fund a much-needed planning document that reflects current planning best practices and aligns with the City's commitment to housing production and multimodal transportation.

<u>Project Manager</u>

List the day-to-day project manager/person who will manage the project.

Name	Michael Coyne
Title	Principal Planner
Phone	619-258-4100 ext. 160
Email	mcoyne@cityofsanteeca.gov

Additional Contacts for Grant-Related Correspondence

Include the individual(s) who will prepare the quarterly reports, submit invoices, or otherwise be involved in the project.

Role	Prepare Quarterly Reports
Name	Michael Coyne
Title	Principal Planner
Phone	619-258-4100 ext. 160
Email	mcoyne@cityofsanteeca.gov

Role	Submit Invoices
Name	Bill Crane
Title	Senior Management Analyst
Phone	619-258-4100 ext. 221
Email	bcrane@cityofsanteeca.gov

Role	
Name	
Title	
Phone	
Email	

Role	
Name	
Title	
Phone	
Email	

Project Partners

List the name(s) and contact information for any project partners.

Entity Name	
Contact Name	
Title	
Phone	
Email	

Entity Name	
Contact Name	
Title	
Phone	
Email	

Does the applicant intend or have an interest in using the SANDAG Sustainable Communities On-Call?

🛛 Yes 🛛 No

III. Project Eligibility

- 1. The project meets the following REAP 2.0 Program objectives (mark all that apply):
 - Accelerating Infill Development that Facilitates Housing Supply, Choice, and Affordability
 - ☑ Affirmatively Furthering Fair Housing
 - Reducing Vehicle Miles Traveled
- 2. Describe how the project will make a significant beneficial impact that will lead to substantial changes in land use patterns and travel behaviors. Applicants may consider rates of change (e.g., percent increase over a baseline), the magnitude of impact relative to variables or targets, the proportion of need achieved, and the impact relative to past trends, policies, and practices.

The project will create infill development opportunities particularly for vertical mixed-use development along the City's multimodal corridors, near public transit., and proximate to existing services and amenities. As a suburban community, there will be a focus on fostering development with micromobility concepts that allows for resident access to proximate services, amenities, and recreational opportunities without the need for a vehicle trip, thus reducing local vehicle trips and vehicle miles traveled. Past trends and policies from the current Land Use Element reflect an outward growth pattern where mixed-use development and the concept of micromobility at the local level are nonexistent. The current baseline is zero (0) existing vertical mixed-use development within the City and a corresponding reduction in vehicle miles traveled for those new housing units within mixed-use developments (percentage reduction to be calculated by VMT analysis as part of project Program EIR).

3. Describe the effort that will be made to reach low-income, disabled, and minority communities within the project area.

The City will have a multilanguage webpage on the project and complete direct outreach through mail media to residents within the City's disadvantaged census tracts and affordable housing developments. The City will publicize/post the effort on websites, webpages, newspapers, magazines, restaurants, churches, and community center bulletin boards focused on low-income, disabled, and/or minority communities within the City. The City will engage with leaders of these communities to ensure that the "word is spread" on the effort to ensure as much participation in the project from these communities.

IV. Project Budget

HAP Funding Request

Total HAP Grant Request Amount	\$650,000
--------------------------------	-----------

Matching Funds

List the source(s) and associated dollar amounts of proposed matching funds. Matching funds can consist of in-kind services or cash match from sources other than REAP.

Source of Funding	City General Fund
Amount of Funding	\$30,000
Source of Funding	
Amount of Funding	\$
Source of Funding	
Amount of Funding	\$
Total Matching Funds Provided	\$0

V. Responses to Evaluation Criteria

1. ACCELERATING INFILL DEVELOPMENT THAT FACILITATES HOUSING SUPPLY, CHOICE, AND AFFORDABILITY

A. What is a key barrier limiting the production of Infill housing development in the proposed area that will serve low and moderate-income households? How will the proposed planning activity help overcome this barrier and result in elements that improve housing affordability, timing, cost, feasibility, approval, and housing development?

The City's Land Use Element is out of date and doesn't anticipate or allow for mixed-use infill housing development. The planning activity will assess commercial and underutilized residential sites primarily along the City's main commercial corridors for opportunity to redevelop into mixed-use residential developments with a focus on micromobility with proximate resident access to services and amenities and transit-oriented development. The Land Use Element Update would provide the framework for mixed-use residential development that would result in the removal of a zoning barrier to this sort of housing stock improving housing development in general, increasing housing affordability and feasibility and reducing timing and costs as developers would not have to endeavor on their own to complete site-specific General Plan Amendments and associated environmental assessments.

B. Describe the project's transformative nature and how it advances local transportation and land use goals. The applicant should address how the project supports existing and planned affordable housing developments such as nearby projects, local policies, and ordinances.

The project will result in a Land Use Element that reflects current planning principles and which is consistent and complementary to other recently adopted City plans, including the City's Housing Element, Circulation Element, Climate Action Plan and Safety/Environmental Justice Element. As such, the project will transform the City from a suburban bedroom community to one that supports higher density mixed-use development along the City's main transportation corridors and hubs, taking advantage of the City's transportation network and existing trolley station. The project will support the goals and objectives of the City's Housing Element for creating a varied housing stock with multiple levels of affordability. The project will also help support the implementation of the City's objective design standards and Mixed-use Zone, recently created as part of the adopted Housing Element.

2. REDUCE VEHICLE MILES TRAVELED

A. Proximity to Focus Areas for Housing Development

Note: Use the <u>SANDAG HAP Cycle 2 Interactive Map</u> to locate your project and determine if any of the below apply. To identify the name of the particular Mobility Hub or TAZ, click on the border of the Mobility Hub or the shaded area of the TAZ to view the details. See Figures 3 and 4 below for examples.

igure 3: Identify Mobility Hu	b Name	Figure 4: Identify TAZ (1 of 3)	Name 🕨 🗖 🗡
El Cajon Mobility Hub		SB743 low VMT Area: 50% to 85% of Regional Mean	
Hub Type Gateway		Version	ABM2+ / 2021 RP
Commuter Rail		Year	2035
G Light Rail		Scenario ID	475.00
Next Gen Rapid		Geography	Traffic Analysis
Micromobility			Zone
 Carshare Rideshare Microtransit NEV Microtransit Last Mile Delivery 	Name	390	
	VMT Type	Residents	
		VMT Metric	Per Capita
		Persons	3,339
		VMT	45,289.37
		VMT Per Capita	13.56
		Percent of the Regional Mean	81.8%

The project includes or is within (check all that apply):

🛛 Mobility Hub	Mok Nan	oility Hub ne:	El Cajon
☑ 2035 TPA			
Low VMT Area – SB743			
□ less than 50% of region	al mean TAZ	Name:	
⊠ 50% - 85% of regional n	nean TAZ	Name:	2449, 2452
🛛 85% - 100% of regional	mean TAZ	Name:	2366, 2367, 2404, 2433, 2448, ,
			2492, 2494, 2496, 2501, 2502.

🗵 Low VMT Area - TPPA

B. Furthering Mobility Hub Implementation

1. Describe how the project will implement a land use strategy that facilitates VMT reduction. Specific examples include: Increasing housing density near transit, adopting transit-oriented development incentive zones for affordable housing, reducing or eliminating parking minimums, or other innovative parking management strategies

The project will implement a land use strategy that facilitates VMT reduction by supporting mixed-use and transit-oriented development with a focus on micromobility that allows for resident access to proximate services, amenities, and recreational opportunities without the need for a vehicle trip, thus reducing local vehicle trips and vehicle miles traveled.

2. Describe how the project includes zoning for a higher housing density than is currently allowed. Include the current zoning designations in the project area.

The City's commercial zones do not currently allow mixed-use development. The project would allow suitable commercial sites to be redeveloped into mixed-use housing sites, thus allowing higher housing density than is currently allowed. The City currently has three commercial zoning classifications – OP (Office Professional), CN (Neighborhood Commercial) and CG (General Commercial) – which comprise approximately 380 acres. Assuming, that only half of these sites would be suitable for mixed-use development with a medium housing density of 22 dwelling units per acre, this would result in the opportunity for an additional 4,180 housing units throughout the City.

3. Describe how the project increases connectivity between housing, jobs, amenities, and services in relation to public transit. Specifically, include in your answer how the project improves jobs-housing balance and plans for transportation/ mobility improvements to better connect housing to the existing/planned regional transportation network.

The project increases connectivity between housing, jobs, amenities, and services in relation to public transit by supporting mixed-use residential and transit-oriented development along the City's multimodal corridors (namely Mission Gorge Road) and near the City's main transit hub (Trolley Square). Commercially zone properties, where mixed-uses would be anticipated, are established along existing public transit and transportation networks and proximate to existing services and amenities, including retail services, jobs, schools, and parks.

4. Describe how the project plans for transportation/ mobility improvements to better connect housing to the existing/planned regional transportation network.

The project will help adjust Land Use Element goals, policies, and objectives to be consistent with the City's recently adopted Mobility Element and Active Transportation Plan and which support implementation of the City's planned multimodal-focused transportation network. The creation of a mixed-use land use designation or overlay, would allow future residential projects to be better connected to this transportation network.

3. AFFIRMATIVELY FURTHERING FAIR HOUSING

- Using the <u>TCAC/HCD Opportunity Map</u>, identify the relevant opportunity category for your project. Mark all that apply:
 - ⊠ Highest Resource
 - ⊠ High Resource
 - Moderate Resource
 - ☑ Low Resource
 - □ High Segregation & Poverty
- List the Census Tract(s) that your project is located in. To identify the Census Tract number, click on the shaded area of the map where your project is located to view the details. See Figures 5 and 6 below for an example.

Census Tracts: 06073009504, 06073016901, 06073016612, 06073016609, 06073016608, 06073016610, 06073016607, 06073016615, 06073016614, 06073016613, 06073016606, 06073016701, 06073016202, 06073016616, and 06073016605.



Figure 6: Identify Census Tract Number

0	5	
	Census Tract	06073014200
	Opportunity Category	Moderate Resource
	County	San Diego
	Region	San Diego Region
	Economic Score	49
	Education Score	26
	Environment Score	23
-	10 000	

- If the project is located in a "Highest Resource" or "High Resource" Opportunity Category, how will the project open the area to low and moderate-income households and historically underserved communities? *Examples include:*
 - Enhancing housing mobility strategies that remove barriers to housing, housingsupportive infrastructure, and transportation in areas of opportunity
 - Encouraging the development of new affordable housing in high resource areas by promoting housing, infrastructure, increased transportation options, and affordability in areas of high opportunity and outside of areas of concentrated poverty.

The project would encourage the development of new affordable housing in high resource areas by establishing the framework that supports mixed-use housing in these areas.

- If the project is located in a "Moderate Resource," "Low Resource," or "High Segregation & Poverty Area," what community revitalization or other place-based strategies are included in the project to enhance community vitality? *Examples include:*
 - Improving assets in areas of lower opportunity and concentrated poverty, such as targeting investments in neighborhood revitalization, preserving or rehabilitating existing affordable housing, and improving infrastructure, schools, employment, parks, transportation, and other community amenities.
 - Projects could also protect existing residents from displacement and preserve housing choices and affordability in areas of lower- or moderate-opportunity and concentrated poverty.

By allowing for mixed-use housing development in these areas, the project would result in higher land values in these areas and potential investment and development of a balance of uses (commercial/service with housing) in these underinvested areas. New development would result in improvements to infrastructure within this area and development impact fees collected from new development would be reinvested into this community through investments into improved parks, public facilities, and active transportation infrastructure.

4. COMMUNITY ENGAGEMENT AND OUTREACH

Describe how community-based organizations and residents have been or will be meaningfully involved in the visioning and development of this project. How has community input shaped the vision for the area?

The City of Santee has invested in a communications and marketing division that spearheads community engagement efforts for all departments and which has established a network community groups, members and stakeholders which has been valuable in other planning efforts. Through the City's eventual consultant, in coordination with the City's communications and marketing division, the City will reach out and have meaningful engagement for the project from residents and community members. Through mail and digital media and through outreach events and workshops, the City will ensure that the community is engaged in this effort.

5. PARTNERSHIPS

Will the applicant partner with other local jurisdictions, nonprofits, transit agencies, or community-based organizations? Mark all that apply. A letter of support from each partner must be submitted with this application that describes how the partnership will enhance the benefits and outcomes of the project.

- □ There are local jurisdictions or transit agency partners on the project that the applicant will collaborate with to share information, plan, and adopt policies together.
- □ The applicant will partner with a community-based organization or nonprofit to ensure the benefits of the proposed activities are realized by a broad population and in an equitable manner.

Include in the space below the name(s) of the partnership members.

6. BOARD POLICY 033

A minimum of 25 percent of the total points in this funding program will be awarded under this Policy based on jurisdictions' adoption of Prohousing policies and demonstrated commitment to advancing housing equity.

A. Prohousing Policies

□ Jurisdiction currently has HCD Prohousing Designation (City of Santee City Council has adopted a Prohousing Resolution as is actively working with HCD on obtaining a Prohousing Designation)

OR

Select all policies currently in place in the following categories:

1. Category 1: Favorable Zoning and Land Use

- ☑ Housing element plan for zoned capacity of >150% of RHNA
- Permitting missing middle uses (e.g., duplexes, triplexes, fourplexes, townhomes) in existing low-density single-family zones
- □ Eliminating minimum parking requirements
- □ Allowing residential in commercial zones
- Allowing more/larger accessory dwelling units (ADUs) than state law requires
- Density bonus that is >10% more than state requirements
- □ Established Workforce Housing Opportunity Zone (WHOZ) or housing sustainability district
- Standards to promote more density
- ☑ Housing element plan for zoned capacity of >125% of RHNA
- ⊠ Reduced parking requirements

2. Category 2: Acceleration of Housing Production Timeframes

- Ministerial approval of housing
- Streamlined/program-level California Environmental Quality Act (CEQA) Environmental Impact Report (EIR) for general plans/specific plans etc.
- □ Permit process that is less than two months
- Elimination of public hearings for projects consistent with zoning/general plan
- One-stop shop permitting processes or single point of contact

- Priority permit processing or reduced plan check times for ADUs/junior ADUs, multifamily, or affordable housing
- Streamlined housing development at the project level
- Permit process that is less than four months
- □ Three public hearings limit for projects consistent with zoning/general plan
- Eliminated or replaced subjective design standards with objective standards that simplify zoning
- Standard entitlement application
- Publicly posting online status updates on permit approvals

3. Category 3: Reduction of Construction and Development Costs

- ☑ Waived development impact fees for housing
- □ Adopted universal design ordinances
- □ Preapproved prototype plans for missing middle housing (e.g., duplexes, triplexes, fourplexes, townhomes)
- Measures that reduce costs for transportation-related infrastructure or that encourage active transit or other alternatives to cars
- Reduced development impact fees for housing
- □ Less restrictive ADU standards than state requirements
- □ Fee reduction, including deferrals or reduced fees for housing with people with special needs
- □ Promoting innovative housing types that reduced development costs

4. Category 4: Providing Financial Subsidies

- □ Local housing trust fund or collaboration on regional fund
- Program to comply with Surplus Lands Act and make publicly owned land available for affordable housing
- □ Enhanced Infrastructure Financing District (EIFD)
- D Prioritization of local general funds for affordable housing
- □ Grants/low-interest loans for affordable ADUs
- Direct residual redevelopment funds to affordable housing

Development and regular use of housing subsidy pool, local/regional trust, or similar funding source

Please provide more information on each of the policies selected.

The City's Housing Element Sites Inventory identifies a housing capacity for 2,110 units which exceeds the requirement of 1,219 by more than 150%. The City allows ADUs up to 1,200 square feet, exceeding the state-mandated size allowance. The City has adopted an SB 9 ordinance allowing missing middle housing including up to four units on one lot. The City modified its development standards (height) and urban density limit from 30 dwelling units per acre to 36 dwelling units per acre to allow for denser housing. Within 1 mile of trolley square, the parking requirement was reduced by 10%. The City adopted a By-Right Housing Ordinance that established objective design standards and eliminated public hearings for by-right housing projects. The City keeps an Active Project Map and log with housing development projects statuses kept up to date on a monthly basis. The City's development applications were recently updated to be more standardized and the City has implemented a new online permitting system. The City waived development impact fees for ADUs. The City has a Surplus Lands Act program administered by the Economic Development Manager to ensure that City-owned properties are made available for affordable housing.

B. Housing Equity

The applicant has the following policies or practices that advance housing equity (mark all that apply).

- □ An adopted inclusionary housing ordinance
- □ Establishment of rent stabilization
- Establishment of anti-displacement policies in conjunction with transit improvements
- □ Creation of a strategy or fund to preserve naturally occurring affordable housing
- □ Creation of tenant protection policies such as access to legal counsel, just cause eviction policy, etc.
- Rezoning and other policies that result in a net gain of housing capacity while concurrently mitigating development impacts on or from environmentally sensitive or hazardous areas.
- Programs, land use plans, and new policies (other than those indicated in the Prohousing Policy Implementation section above) that are intended to result in increased investment (such as infrastructure, housing, open space, etc.) in lower opportunity areas. Such areas include but are not limited to, Low Resource and High Segregation & Poverty areas designated in the 2021 California Tax Credit Allocation

Committee (TCAC)/HCD Opportunity Map, and disadvantaged communities under California Senate Bill 535 (2012).

- Zone changes or other policies (other than those listed in the Prohousing Policy Implementation section 3 above) that increase housing choices and affordability in High Resource and Highest Resource areas, as designated in the 2021 CTCAC/HCD Opportunity Maps.
- □ Displacement risk studies
- Creating a publicly available database of affordable housing properties at risk of losing affordability restrictions through the expiration of rent restrictions or tenant voucher programs
- Proactive monitoring of housing at risk of losing affordability restrictions and proactive enforcement of state-mandated tenant notification provision

Please provide more information on each of the policies selected (or links to documentation)

Through the recently adopted Housing Element, the City recently rezoned properties mainly in the urban core of the City (within the Town Center) away from environmentally sensitive or hazardous (fire-prone) areas. Through its Housing Element Affirmatively Furthering Fair Housing policies, the City has committed to prioritizing Capital Improvement Program projects in the City's disadvantaged communities' areas to ensure investment in such areas, with the City recently allocating funds to improve a park within this area. Through the Housing Element Sites Inventory, most of the rezoned housing sites are in high resource areas of the City. The City actively monitors at-risk housing and keeps an up-to-date database of at-risk housing properties on its Fair Housing webpage (https://www.cityofsanteeca.gov/government/planning-and-building/fair-housing).

Applicant Statement Form

Please indicate application completeness by checking the following boxes, then sign and date below. If the application includes a partnership with multiple jurisdictions, each jurisdiction must sign the Applicant Statement Form.

As an authorized delegate, I certify that my agency:

- Has read the Grant Agreement Template and accepts and can meet the terms and conditions.
- Understands that SANDAG will not reimburse the applicant for expenses incurred prior to the Notice to Proceed issuance, after the grant term expiration, or after the December 31, 2025, expenditure deadline.

If this application is approved for funding, I certify that my agency:

- Understands the responses in this application will become requirements reflected in the Grant Agreement with SANDAG.
- Agrees to sign and return the Grant Agreement to SANDAG, without exceptions, within 45 days of receipt.
- Will submit progress reports, performance measures, and invoices documenting the use of grant and matching funds to SANDAG no less frequently than quarterly using the method required by SANDAG.
- Will set up a separate project account for quarterly reporting and invoicing.
- Commits to the adoption of the proposed Planning Project by the HAP expenditure deadline (December 31, 2025).

I certify that I agree with the above statements and that the information submitted in this application is complete and accurate.

I have the authorization to submit this Grant Application on behalf of my agency.

Michael Coyne

Principal Planner

Print Name

Title

8/4/2023

Date

Signature

Equal Employment Opportunity Certificate

Certificate of Compliance with Equal Employment Opportunity Requirements

The Equal Employment Opportunity (EEO) provisions of the Agreement SANDAG will award to the applicant requires the applicant to provide equal employment to all people, regardless of race, color, religion, sex, or national origin.

Applicant certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (<u>SANDAG Board Policy No. 007</u>) and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, the applicant certifies that it

□ has ⊠ has not

been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance in the space below:

Michele Barcello	Senior Human Resources Analyst
Print Name (Attached as separate scanned document)	Title 8/4/2023
Ciapatura	Data

Signature

Date

Public Contract Code Questionnaires and Statements

Public Contract Code Section 10162 Questionnaire

The applicant shall complete, under penalty of perjury, the following questionnaire:

Has the applicant, any officer of the applicant, or any employee of the applicant who has a proprietary interest in the applicant, ever been disqualified, removed, or otherwise prevented from bidding or proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

🗆 Yes* 🛛 No

*If Yes, explain the circumstances in the space below.

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the applicant states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the applicant within the immediately preceding twoyear period because the applicant failed to comply with an order of a federal court which ordered the applicant to comply with an order of the National Labor Relations Board.

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the applicant declares under penalty of perjury under the laws of the State of California that the applicant

□ has ⊠ has not (must check one)

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101,

with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Applicant" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as well as any subapplicant of the applicant, as referred to in Section 10285.1 (reference to "bidder/proposer"). Applicants are cautioned that false certification may subject the certifier to criminal prosecution.

Michael Coyne

Principal Planner

Print Name

Signature

Date

Title 8/4/2023

HAP Cycle 2 Area



8/4/2023, 3:44:48 PM

Transit Priority Areas (TPA) 2035 Mobility Hubs

Low VMT Areas - SB743

85% to 100% of Regional Mean

50% to 85% of Regional Mean

Less than 50% of Regional Mean

Low VMT Areas - Transit Priority Project Areas (TPPA) 2035

Jurisdictions

1:72,224



Esri, NASA, NGA, USGS, FEMA, SanGIS, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA



MEETING DATE August 23, 2023

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA ACCEPTING THE CITYWIDE CRACK SEALING PROGRAM 2023 (CIP 2023-04) PROJECT AS COMPLETE AND FINDING THE ACTION IS NOT A PROJECT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

DIRECTOR/DEPARTMENT Carl Schmitz, City Engineer Sm. For:

SUMMARY

This item requests City Council accept the Citywide Crack Sealing Program 2023 (CIP 2023-04) Project as complete.

At its May 10, 2023 meeting, the City Council awarded the construction contract for the Citywide Crack Sealing Program 2023 (CIP 2023-04) Project for a total contract amount of \$128,890.00 to Carter Enterprises Group, Inc. dba Pavement Rehab Company and authorized the City Manager or City Engineer to approve contract change orders in a total amount not to exceed \$32,220.00 for unforeseen items and additional work.

A Notice to Proceed was issued on July 10, 2023 and the work was completed on August 8, 2023. One change order was authorized in the amount of \$32,200.00 for additional crack sealing within Zone AH, Jeremy St., Pebble Beach Dr., Cottonwood Ave. and Mission Gorge Rd.

Staff requests City Council accept the project as complete and direct the City Clerk to file a Notice of Completion.

ENVIRONMENTAL REVIEW

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

FINANCIAL STATEMENT

Funding for this project is provided by Transnet funds available in the adopted Capital Improvement Program budget.

Design & Bidding	\$	7,573.09
Original Construction Contract		128,890.00
Construction Change Orders		32,200.00
Construction Engineering/Management		4,060.83
Estimated Project Closeout		1,000.00
Total Project Cost	<u>\$</u>	173,723.90





CITY ATTORNEY REVIEW □ N/A ⊠ Completed

RECOMMENDATION MAB

Adopt the attached Resolution:

- 1. Accepting the Citywide Crack Sealing Program 2023 (CIP 2023-04) project as complete; and
- 2. Authorizing the City Clerk to file a Notice of Completion with the San Diego County Clerk.

ATTACHMENT

Resolution Project Map



RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA ACCEPTING THE CITYWIDE CRACK SEALING PROGRAM 2023 (CIP 2023-04) PROJECT AS COMPLETE AND FINDING THE ACTION IS NOT A PROJECT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

WHEREAS, the City Council awarded the construction contract for the Citywide Crack Sealing Program 2023 (CIP 2023-04) Project to Carter Enterprises Group, Inc., dba Pavement Rehab Company on May 10, 2023 in the amount of \$128,890.00; and

WHEREAS, City Council authorized the City Manager or City Engineer to approve construction change orders in a total amount not to exceed \$32,220.00; and

WHEREAS, one change order in the total amount of \$32,200.00 was approved for additional crack sealing; and

WHEREAS, the project was completed for a total contract amount of \$161,090.00; and

WHEREAS, Carter Enterprises Group, Inc., dba Pavement Rehab Company has completed the project in accordance with the contract plans and specifications.

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

SECTION 1: The work for the construction of the Citywide Crack Sealing Program 2023 (CIP 2023-04) project is accepted as complete on this date.

SECTION 2: The City Clerk is directed to record a Notice of Completion.

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

SECTION 4: This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 23rd day of August, 2023, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:





COUNCIL AGENDA STATEMENT CITY OF SANTEE

MEETING DATE August 23, 2023

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, APPROVING THE FINAL MAP FOR A RESIDENTIAL SUBDIVISION CONSISTING OF 38 ATTACHED CONDOMINIUMS AND 15 SINGLE-FAMILY DWELLING UNITS (TM2016-3) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ASSOCIATED SUBDIVISION IMPROVEMENT AGREEMENT. LOCATION: PROSPECT AVENUE AT MARROKAL LANE. APPLICANT: KB HOME COASTAL, INC.

DIRECTOR/DEPARTMENT Carl

Carl Schmitz, City Engineer

SUMMARY

This item requests City Council approval of the final map for 38 attached condominiums and 15 singlefamily dwelling units and the associated Subdivision Improvement Agreement. On October 9, 2019, City Council adopted Resolution No. 096-2019 for Tentative Map 2016-3 approving the project for 38 attached condominiums and 15 single-family dwelling units located on Prospect Avenue at Marrokal Avenue. Development would be in substantial conformance with DR 2016-4. Plan approvals required by Tentative Map Resolution No. 096-2019 have been satisfied. Public improvements include the widening of Prospect Avenue, the creation of the southern portion of Marrokal Lane and new concrete curb, gutter and sidewalk along the property frontage. In addition, overhead facilities will be relocated underground, street light will be added, street signage and striping as necessary, and public sidewalk ramps will be installed. The final map has been reviewed by the Engineering Department and found to be technically correct, in substantial conformance with the tentative map requirements of Resolution No. 096-2019, the Santee Municipal Code, and the Subdivision Map Act.

ENVIRONMENTAL REVIEW

A Mitigated Negative Declaration (AEIS 2016-8) was approved by City Council for the project on October 9, 2019.

FINANCIAL STATEMENT

The City Fee Schedule allows full cost recovery of staff time from fees paid by the developer.

CITY ATTORNEY REVIEW DN/A Completed

RECOMMENDATION MSB

Adopt the Resolution:

- 1. Authorizing the approval of the final map for 38 attached condominiums and 15 single-family dwelling units, TM 2016-3; and
- 2. Authorizing the City Manager to execute the associated Subdivision Improvement Agreement.

ATTACHMENTS

Resolution Vicinity Map Subdivision Improvement Agreement



RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA APPROVING THE FINAL MAP FOR A RESIDENTIAL SUBDIVISION CONSISTING OF 38 ATTACHED CONDOMINIUMS AND 15 SINGLE-FAMILY DWELLING UNITS (TM2016-3) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ASSOCIATED SUBDIVISION IMPROVEMENT AGREEMENT LOCATION: PROSPECT AVENUE AT MARROKAL LANE APPLICANT: KB HOME COASTAL, INC.

WHEREAS, on October 9, 2019, the City Council adopted Resolution No. 096-2019 approving Tentative Map 2016-3, for a residential subdivision consisting of 38 attached condominium and 15 single-family dwelling unit subdivision located on Prospect Avenue at Marrokal Lane; and

WHEREAS, the City Council approved and adopted a Mitigated Negative Declaration (State Clearinghouse Number (2018051040) and its associated Mitigation Monitoring and Reporting Program by Resolution No. 096-2019, which fully disclosed, evaluated and mitigated the environmental impacts of the proposed project, including the Tentative Map contemplated in this Resolution. No further environmental review is required for the City to adopt this Resolution; and

WHEREAS, the developer, KB HOME COASTAL, INC., has complied with all provisions of the tentative map approval required for recordation of the Final Map; and

WHEREAS, under the direction of the City Engineer the Final Map has been examined and found to be technically correct, in compliance with State law, applicable Municipal Code provisions, and in substantial conformance with the approved Tentative Map.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santee does hereby approve the Final Map of Tentative Map 2016-3.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the Subdivision Improvement Agreement on their behalf and directs the City Clerk to certify approval of the Final Map and the associated Subdivision Improvement Agreement and certify rejection or acceptance of all dedications and easements as indicated on the Final Map, and directs staff to submit the map to the County Recorder for recordation.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 23rd day of August 2023, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

PROSPECT ESTATES II

APNs: 383-112-32 and 383-112-55

TM2016-3 / DR2016-4



CITY OF SANTEE SUBDIVISION IMPROVEMENT AGREEMENT

DATE OF AGREEMENT:			
NAME OF SUBDIVIDER:	KB Home Coastal, Inc. (referred to as "Subdivider	")	
	PROSPECT ESTATES II (referred to as "Subdivision")		
TENTATIVE MAP RESOLUTION AND DATE OF APPROVAL: <u>Resolution No. 096-2019</u> , October 9, 2019 (referred to as "Resolution of Approval")			
IMPROVEMENT PLAN NO(S).:_	2021-263-287		
GRADING PLAN NO(S).:	2021-241-262 (Rough Grac	ling)	
LANDSCAPE PLAN NO(S).:	2021-241-262 (Rough Grac (all hereinafter referred to as "Imp	ling) provement Plans")	
ESTIMATED TOTAL COST OF GRADING AND LANDSCAPING: \$ 855,860			
ESTIMATED TOTAL COST OF I	MPROVEMENTS:	\$ 772,666	
ESTIMATED TOTAL COST OF MONUMENTATION:\$ 1,450			
SURETY/FINANCIAL INSTITUTION: Harco National Insurance Company			
ADDRESS: 702 Oberlin Road, Raleigh, North Carolina 27605			
FORM OF SECURITY: Cash, Bonds			
SECURITY ID NOS.: 0641668, 0641668			

This agreement is made and entered into by and between the City of Santee, California, a Municipal Corporation of the State of California, hereinafter referred to as "City", and the Subdivider.

RECITALS

- A. Subdivider has presented to City for approval and recordation, a final subdivision map of a proposed subdivision pursuant to provisions of the Subdivision Map Act of the State of California and City's ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and the City's ordinances and regulations relating to the filing, approval and recordation of subdivision relating to the filing, approval and recordation maps are collectively referred to in this agreement as the "Subdivision Laws".
- B. A tentative map of the Subdivision has been approved. The Resolution of Approval, listed on Page 1, is on file in the Office of the City Clerk or the Secretary to the Planning Commission and is hereby incorporated into this agreement by reference.
- C. The Subdivision Laws establish as a condition precedent to the approval of a final subdivision map that Subdivider must have complied with the Resolution of Approval and must have either (a) completed, in compliance with City Standards, all of the improvements and land development work required by the Subdivision Laws or the Resolution of Approval or, (b) have entered into a secured agreement with City to complete the construction and installation of improvements and land development within a period of time specified by City.
- D. In consideration of approval of a final subdivision map for the Subdivision by the Planning Commission or City Council (hereinafter referred to as "Legislative Body"), Subdivider desires to enter into this agreement, whereby Subdivider promises to install and complete at Subdivider's own expense, unless otherwise provided for in the Resolution of Approval, all the public improvement work required by City in connection with the proposed Subdivision. Subdivider has secured this agreement with improvement security required by the Subdivision Laws and approved by the City Attorney.
- E. Improvement Plans for the construction, installation and completion of the improvements have been prepared by Subdivider and approved by the City Engineer and are incorporated into this agreement by this reference. All references in this agreement to the Improvement Plans shall include any specifications for the improvements as approved by the City Engineer.
- F. Estimates of the cost of constructing the public improvements and performing land development work in connection with the public improvement requirements according to the Improvement Plans has been made and approved by the City Engineer. The estimated amounts are stated on Page 1 of the agreement and the basis for these estimates are attached as Exhibit "A".
- G. An estimate of the cost of installing all required Subdivision Monuments has been made and approved by the City Engineer. The estimated amount is stated on Page 1 of the agreement and the basis for this estimate is attached as Exhibit "B".
- H. Subdivider recognizes that by approval of the final subdivision map for

Subdivision, City has conferred substantial rights upon Subdivider, including the right to sell, lease, or finance lots within the Subdivision, and has taken the final act necessary to subdivide the property within the Subdivision.

NOW, THEREFORE, in consideration of the approval and authorization for recordation of the final map of the Subdivision by the City Council, Subdivider and City agree as follows:

1. <u>Subdivider's Obligations to Construct Improvements.</u>

Subdivider shall:

- a. Comply with all the requirements of the Resolution of Approval, any amendments thereto, and with the provisions of the Subdivision Laws.
- b. Complete at Subdivider's own expense, all the public and private improvement work required on the Tentative Map and Resolution and the City standards as follows:

<u>IMPROVEMENTS</u>	DEADLINE DATE
City of Santee Plans Drawing	Prior to first occupancy and/or
Nos. 2021-241-262 and	per Director of Development Services
Nos. 2021-263-287	

The Subdivider acknowledges that the Improvement Plans have been prepared in conformance with the City standards in effect on the date of improvement plan submittal, but that Subdivider shall be subject to the City standards in effect on the date the improvements are actually constructed.

- c. Furnish the necessary equipment, labor and material for completion of the public improvements in conformity with the Improvement Plans and City standards.
- d. Acquire and dedicate, or pay the cost of acquisition by City, all rights-of-way, easements and other interests in real property required for construction or installation of the public improvements, except as may otherwise be provided for in the Resolution of Approval, free and clear of all liens and encumbrances. The Subdivider's obligations with regard to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City and shall be in accordance with City Legislative Policy Memorandum (LPM 91-1). Subdivider shall also be responsible for obtaining any public or private drainage easements or other authorization to accommodate the Subdivision.

- e. Notify City Engineer in writing at least five working days prior to the commencement of the work so that City Engineer will be able to schedule inspections.
- f. Complete the improvements under this contract on or before the time limit stated in Paragraph 1.b, hereof, unless a time extension is granted by the City Engineer as authorized by Paragraph 20.
- g. Install all Subdivision Monuments required by law within thirty days after the completion and prior to acceptance of the public improvements by the City.
- h. Install street name signs conforming to City standards. If permanent street name signs have not been installed before acceptance of the improvements by the City, Subdivider shall install temporary street name signs according to such conditions as the City Engineer may require. Such action shall not, however, relieve Subdivider of the obligation to install permanent street signs.
- 2. <u>Acquisition and Dedication of Easements or Rights-of-Way</u>. If any of the public improvement and land development work contemplated by this agreement is to be constructed or installed on land not owned by Subdivider, no construction or installation shall be commenced prior to:
 - a. The offer of dedication to City of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or
 - b. The dedication to, and acceptance by City of appropriate rights-ofway, easements, or other interests in real property, as determined by the City Engineer.
 - c. The issuance by a court of competent jurisdiction, pursuant to the state eminent domain law, of an order of possession. Subdivider shall comply in all respects with the order of possession.

Subdivider acknowledges their responsibility to comply with the requirements of Santee Municipal Code and the Subdivision Map Act and acknowledges further that the City will not be in a position to process a final map without the timely submittal of information to obtain off-site property interests required for the construction of off-site improvements, all in accordance with City Legislative Policy Memorandum (LPM 91-1).

Nothing in Paragraph 2 shall be construed as authorizing or granting an extension of time to Subdivider.

3. <u>Security</u>. Subdivider shall at all times guarantee Subdivider's performance of this agreement by furnishing to City, and by maintaining, good and

sufficient security as required by the Subdivision Laws on forms approved by City for the purposes and in the amounts as follows:

- a. To assure faithful performance of this agreement and to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor or materials for the grading, drainage and landscaping required to be constructed or installed pursuant to this agreement in an amount equal to one hundred percent (100%) of the Estimated Total Costs of Grading and Landscaping ("Grading and Landscaping Security"); and,
- b. To assure faithful performance of this agreement in regard to the improvements in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements ("Faithful Performance Security"); and,
- c. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor or materials for the improvements required to be constructed or installed pursuant to this agreement in the additional amount equal to fifty percent (50%) of the Estimated Total Cost of the Improvements ("Labor and Material Security"); and,
- d. To guarantee or warranty the work done pursuant to this agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the additional amount equal to ten percent (10%) of the Estimated Total Cost of the Improvements ("Warranty Security"). The Warranty Security shall be included with, and made a part of the Faithful Performance Security until release of the Faithful Performance Security as specified in Paragraph 5.b hereof; and,
- e. Subdivider shall also furnish to City good and sufficient security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of Monumentation to secure the setting of subdivision monuments, as stated previously in this agreement and all payments associated with the setting ("Monumentation Security").

The securities required by this agreement shall be kept on file with the City Clerk. The terms and conditions of the security documents referenced on Page 1 of this agreement are incorporated into this agreement. If any security is replaced by another City approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this agreement. Upon filing of a replacement security with the City Clerk, the former security shall be released.

4. <u>Guarantee or Warranty for One Year</u>. In addition to any other remedy in law or equity, Subdivider shall guarantee or warranty the work done pursuant to this agreement for a period of one year after final acceptance by the City Council of the work and improvements against any defective

work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this agreement or the Improvement Plans and specifications referred to herein, Subdivider shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, Subdivider hereby authorizes City, at City's option, to perform the work twenty (20) days after mailing written notice of default to Subdivider and to Subdivider's Financial Institution/Surety, and agrees to pay the cost of such work by City. Should the City determine that an urgency requires repairs or replacements to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and Subdivider shall pay to City the cost of such repairs. City shall take all steps reasonably possible to notify Subdivider of such urgency, but failure to receive notification, shall not relieve the Subdivider or their Financial Institution/Surety from the obligation to pay for the entire cost of such urgency work.

- 5. <u>Release of Securities</u>. The securities required by this agreement shall be released as follows:
 - a. Security given under Paragraph 3.a as Grading and Landscaping Security shall be released in accordance with the City Design and Development Manual procedures for release of grading and erosion control securities.
 - b. Security given under Paragraph 3.b as Faithful Performance Security shall be released upon the final completion and acceptance of the improvements by the City. An amount equal to ninety percent (90%) of the security shall be released with the provision for ten percent (10%) of the original security amount to be retained as Warranty Security for guarantee and warranty of the work performed.
 - c. Security given under Paragraph 3.c as Labor and Material Security shall be released six months after the completion and acceptance of the work. The amount released shall be reduced to an amount equal to 125% of the total amounts claimed by all claimants for whom liens have been filed and of which notice has been given to the City, conditioned upon the payment of said claims together with costs of suit plus reasonable attorney's fees, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security is to be released upon the settlement of all claims and obligations for which the security was given.
- d. Security given under Paragraph 3.d as Warranty Security shall be released after expiration of the warranty period providing any claims filed during the warranty period have been settled. As provided in Paragraph 4, the warranty period shall not commence until final acceptance of all work and improvements by the City.
- e. Security given under Paragraph 3.e as Monumentation Security shall be released upon receipt by the City Engineer of written notice by the Subdivider, stating that monuments have been set in accordance with Subdivision Laws and receipt of evidence the Subdivider has paid the Engineer or Surveyor for the setting of subdivision monuments.
- f. The City may retain from any security released, an amount sufficient to cover costs, reasonable expenses, and fees, including reasonable attorneys' fees.
- Inspection and Acceptance. Subdivider shall at all times maintain proper 6, facilities and safe access for inspection of the public improvements by City inspectors and to the shops wherein any work is in preparation. Upon completion of the work the Subdivider shall request a final inspection by the City. Upon receipt of the request the City will make final inspection within fifteen (15) days. If the City Engineer, or his/her authorized representative, determines that the work has been completed in accordance with this agreement, they shall certify the completion of the public improvements to the City Council. If the City Council determines that the improvements have been completed as required by this agreement, they shall accept the improvements within thirty (30) days. No improvements shall be accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. Subdivider shall bear all costs of inspection and certification.
- 7. <u>Final Acceptance of Work</u>. Acceptance of the work on behalf of City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. Such acceptance shall not constitute a waiver of defects by City, nor of the applicable statutes of limitation.
- 8. <u>Alteration to Improvement Plans</u>.
 - a. Any changes, alterations or additions to the Improvement Plans and specifications or to the improvements which are mutually agreed upon by City and Subdivider, not exceeding ten percent (10%) of the original estimated cost of the improvement or \$50,000 whichever is less, shall not change the amount of security required under Paragraph 3. In the event such changes, alterations, or additions exceed such amounts, Subdivider shall provide additional security as required by Paragraph 3 of this agreement based on the

Total Estimated Cost of Improvements as changed, altered, or amended, minus any completed partial releases allowed by Paragraph 5 of this agreement.

- b. The Subdivider shall construct the improvements in accordance with the City standards in effect at the time of their construction. City reserves the right to modify the standards applicable to the Subdivision and this agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.
- 9. Injury to Public Improvements, Public Property or Public Utility Facilities. Subdivider shall replace or repair subdivision monuments which are destroyed or damaged as a result of any work under this agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this agreement, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency, district or political subdivision thereof or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval of, the City Engineer.
- 10. <u>Injury to Work</u>. Until such time as the improvements are accepted by City, Subdivider shall be responsible to bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this agreement are fully completed and accepted by City, Subdivider will be responsible for the care, operation of, maintenance of, and any damage to such improvements. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by Subdivider.
- 11. <u>Default of Subdivider</u>.
 - a. Default of Subdivider shall include, but not be limited, to, Subdivider's failure to timely commence construction of the improvements under this agreement; Subdivider's failure to timely complete construction of the improvements; Subdivider's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work; Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; the commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in

lieu or in avoidance of foreclosure; or Subdivider's failure to perform any other obligation under this agreement.

b. The City reserves to itself all remedies available to it at law or in equity for breach of Subdivider's obligations under this agreement. In the event Subdivider fails to perform any of the terms or conditions of this agreement, the City will be damaged to the extent of the costs of installation of the improvements which Subdivider failed to install. It is specifically recognize that the determination of whether a reversion to acreage or rescission of the Subdivision approval constitutes an adequate remedy for default of the Subdivider shall be reserved to the sole discretion of City. The City shall have the right, to draw upon or utilize the appropriate security to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the security is additional to, and not in lieu of, any other remedy available to City. Both parties specifically recognize that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the actual cost to the City of completing the required improvements.

The sums provided by the improvement security may be used by City for the completion of the public improvements in accordance with the Improvement Plans and specifications contained herein. In the event of Subdivider's default under this agreement, Subdivider authorizes City to perform such obligation twenty (20) days after mailing written notice of default to Subdivider and to Subdivider's Surety, and agrees to pay the entire cost of such performance by City.

City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's Surety shall be liable to City for any excess cost or damages occasioned thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for performance of the work. Subdivider agrees not to remove such property from the site.

- c. Failure of Subdivider to comply with the terms of this agreement shall constitute consent to the filing by City of a notice of violation against all lots in Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage.
- d. In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in obtaining performance of such obligations,

including costs of suit and reasonable attorney's fees.

- e. The failure of City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or any subsequent default of Subdivider.
- 12. <u>Permits</u>. Subdivider shall, at Subdivider's expenses, obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices and pay all fees and taxes required by law.
- 13. <u>Subdivider Not Agent of City</u>. Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this agreement.
- 14. <u>Other Agreements</u>. Nothing contained in this agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers or developers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the City ordinances providing therefore, nor shall anything in this agreement commit City to any such apportionment.
- 15. <u>Subdivider's Obligation to Warn Public During Construction</u>. Until final acceptance of the improvements, Subdivider shall give good and adequate warning to the public for each and every dangerous condition present in improvements, whether brought to his or her attention by the City or otherwise, and will take all reasonable actions to protect the public from such dangerous conditions. Warning to the public shall include but is not limited to; installation and maintenance of any and all traffic control devices in accordance with the approved traffic control plan, if any, adherence to Caltrans and City standards for traffic control, site lighting, fencing, barricading, warning signs, cover plates, warning tape, etc.
- 16. <u>Vesting of Ownership</u>. Upon acceptance of the work on behalf of City, ownership of the improvements constructed pursuant to this agreement shall vest in City.
- 17. Indemnity/Hold Harmless. The City or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents or employees, in the performance of this agreement. Subdivider further agrees to protect and hold harmless City, its officials and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omission of Subdivider, its agents or employees in the performance of this agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements; provided, however, that the approved development securities shall not be required to cover the

provisions of this paragraph. Said indemnification and agreement to hold harmless shall extend to injuries to persons, and damages to or taking of property, resulting from the design or construction of said subdivision, and the public improvements as provided herein, and, in addition, damage to adjacent property as a consequence of the drainage systems, streets and other public improvements. Acceptance by the City of the improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this paragraph. City shall not be responsible for the design or construction of said Subdivision or the improvements pursuant to the approved Improvement Plans or map, regardless of any action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. After acceptance of the improvements, the Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect, however Subdivider shall not be responsible for routine maintenance. Provision of this paragraph shall remain in full force and effect for ten (10) years following the acceptance by the City of improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this agreement and that City shall not be liable for any nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction.

- 18. <u>Sale or Disposition of Subdivision</u>. Sale or other disposition of this property will not relieve Subdivider from the obligations set forth herein. If Subdivider sells the property or any portion of the property within the subdivision to any other person, the Subdivider may request a novation of this agreement and a substitution of security. Upon approval of the novation by City and substitution of securities approved by City, the Subdivider may request a release or reduction of the subdivider of the obligations under Paragraph 17 for the work or improvement done by Subdivider.
- 19. <u>Time is of the Essence</u>. Time is of the essence in this agreement. Unless otherwise noted all "days" shall be construed to mean calendar days.
- 20. <u>Time for Commencement of Work; Time Extensions</u>. Subdivider shall commence substantial construction of the improvements required by this agreement not later than nine (9) months prior to the time for completion. In the event good cause exists, as determined by the City Engineer, the time for commencement of construction or completion of the improvements may be extended. The extension shall be made in writing executed by the City Manager. Any such extension may be granted without notice to Subdivider's Surety and shall in no way affect the validity

of this agreement or release the Surety or Sureties from the obligations on any bond. An appeal of the denial for an extension must be made to the City Council within ten (10) days. As a condition of such extension, the City Engineer or City Council may require Subdivider to furnish additional security guaranteeing performance of this agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

- 21. <u>No Vesting of Rights</u>. Performance by Subdivider of this agreement shall not be construed to vest Subdivider's right with respect to any change in any zoning or building law or ordinance.
- 22. <u>Notices</u>. All notices required or provided for under this agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this paragraph. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with the City:

Notice to City:	Attn:	Carl Schmitz, City Engineer
		City of Santee Department of Development Services 10601 Magnolia Avenue Santee, CA 92071-1266
Notice to Subdivider:	Attn:	Jesse Kleist, Vice President Forward Planning
		KB Home Coastal, Inc. 9915 Mira Mesa Blvd., Suite 100 San Diego. CA 92131

Notice to Surety:

Attn: Kathy R. Mair

Harco National Insurance Company 702 Oberlin Road Raleigh, North Carolina 27605

- 23. <u>Severability</u>. The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.
- 24. <u>Captions</u>. The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provision of this agreement.

- 25. <u>Litigation or Arbitration</u>. This agreement may be enforced by litigation or arbitration. To enforce by arbitration both parties must agree to arbitrate. In the event a party chooses to bring an action to enforce this agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees in enforcing the terms of this agreement.
- 26. <u>Incorporation of Recitals</u>. The Recitals to this agreement are hereby incorporated into the terms of this agreement.
- 27. <u>Entire Agreement</u>. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties. In the case of the City, the appropriate party shall be the City Manager.
- 28. <u>Force Majeure</u>. Delay, other than delay in the commencement of work, resulting from an act of City, or by an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prohibits the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, shall constitute good and sufficient cause for a time extension.

Executed by SUBDIVIDER this	_ day of	, 20 <u>19</u> .	
SUBDIVIDER:	CITY OF SANTEE, a municipal corporation of the State of California		
<u>KB Home Coastal, Inc.</u> (Name of Subdivider)			
By: (sign here) Jesse Kleist (print name here)		ne Best lanager	
VP-FORWARD PLANK (title and organization of signatory)	Attest:	te Ortiz lerk	
By:(sign here)			
(print name here)			

(title and organization of signatory)

(Proper notary acknowledgment of execution by SUBDIVIDER must be attached.)

(President or vice-president and secretary or assistant secretary must sign for corporations. If only one officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering that officer to bind the corporation.)

S:\Land Development\PROJECT FOLDERS\Tentative Maps\TM 16-03 Prospect Estates II\Agreements\2 Improvements\Form 331 - Subdivision Improvement Agreement - City Manager.docx

CALIFORNIA NOTARY ACKNOWLEDGEMENT. CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of San Diego

On <u>June 5, 2023</u> before me, Katherine M. Katcher, Notary Public, personally appeared <u>Jesse Kleist</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature hutter M. Kitch .(Seal)



~

PROSPECT E	ESTATES - PH	IASE 2	***********	
ENGINEER'S ESTIMAT	TE FOR CONSTRU	CTION BON	D	
	ROVEMENTS		l Malalain (Aranana a paraina) problet (balanci a paraina) ang papaman ang pagalaina a papaman ang	enningen og skriveren er som en som er skriveren og som er so
ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
I. PUBLIC STREET IMPROVEMENTS		an a stran an a		
6" PCC curb & gutter (G-2)	1,668	LF	\$20.00	\$33,360
AC paving & base	34,670	SF	\$3.75	\$130,013
PCC sidewalk (G-7)	5,303	SF	\$5.00	\$26,515
PCC driveway apron per G-14A	1,059	SF	\$7.00	\$7,413
PCC alley apron (City of Santee PW-21 modified)	• 990	SF	\$7.00	\$6,930
Type 'A' pedestrian ramp (G-27)	7	EA	\$1,600.00	\$11,200
150 watt induction street light (E-1, E-2)	5	EA	\$2,900.00	and a state of the
Trench resurface	20	LF	\$2,900.00	\$14,500
	20	LF	Subtotal	\$500 \$230,431
II. PRIVATE STREET IMPROVEMENTS		999 - 1994 - 4999 - 4999 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 -		
6" PCC curb (G-1)				
6" PCC curb & gutter (G-2)	888	LF	\$15.00	\$13,320
6" PCC mountable curb	434	LF	\$20.00	\$8,680
6" PCC curb & gutter (G-4B)	1,191	LF	\$15.00	\$17,865
3' wide PCC ribbon gutter	371	LF	\$20.00	\$7,420
	590	SF	\$5.00	\$2,950
PCC cross gutter (G-12)	750	SF	\$7.00	\$5,250
AC paving & base	41,663	SF	\$3.75	\$156,236
PCC sidewalk	14,630	SF	\$7.00	\$102,410
Pedestrian ramp	13	EA	\$1,600.00	\$20,800
150 watt induction street light (E-1, E-2)	5	EA	\$2,900.00	\$14,500
PCC driveway for single-family lots	6,000	SF	\$7.00	\$42,000
PCC driveway for multi-family lots	11,490	SF	\$7.00	\$80,430
			Subtotal	\$471,861
III. SUBDIVISION MONUMENTS		a de la participa de la compañía de la	. West 1	
Set subdivision monuments per final map	1	LS	\$1,450.00	\$1,450
4			Subtotal	\$1,450
				an ale an anni anni an
ala.H		andre an Alfreiga maan spailan san derenta (1944). an	TOTAL	\$703,74
(A / A / V)		199 och at Bringer van 15 och 17 de Arabië Merike van och de	10% Contingency	\$70,37
XIVIAAAA 7 7/0/2	2 SPROFESS	SION	GRAND TOTAL	\$774,11
- UNVVVV - 1/4/20	2 PROFESS	The Start		
Ioel A. Waymire Date	18/8	74181		
R.C.E. 56258 Exp. 12-31-2022	2 W NO 56	258 51 高		a i summitte de la summitte de la s
	Exp. 12	3/22"[5]		
Polaris Development Consultants, Inc.		1.11		
2514 Jamacha Road, Suite 502-31	CIM	N/SVI		9,40
Bl Cajon, CA 92019	EOFO	LIFE	1	1997-10 Harmon, N. 1953 K. 2. A.
519-248-2932			-	kirkkennik president i den sider i den se den s

IMPROVEMENT BOND



CERTIFICATE OF SECRETARY **KB HOME COASTAL INC.**

I, Tony Richelieu, do hereby certify that I am the duly elected, qualified and acting Secretary of KB HOME Coastal Inc., a California corporation (this "Corporation").

I do further certify that the resolutions attached hereto as Exhibit "A" are a true and complete representation of such resolutions that were duly adopted by the unanimous written consent of the Board of Directors of this Corporation as of December 3, 2021, and that said resolutions have not been rescinded, modified or revoked, and are in full force and effect.

WITNESS MY HAND this 3rd day of December, 2021.

By: <u>Tony Richelieu</u> Tony Richelieu Secretary

EXHIBIT "A" KB HOME COASTAL INC. RESOLUTIONS ADOPTED AS OF DECEMBER 3, 2021

Signing Authority

RESOLVED..., that the following resolutions shall supersede and replace any and all resolutions previously adopted with respect to the powers and authority herein granted including, but not limited to, resolutions adopted as of August 3, 2021, and any such prior authority is hereby revoked and restated in its entirety as follows:

RESOLVED FURTHER, that the following officers and/or employees of this Corporation be, and each hereby is, authorized to act on behalf of this Corporation; provided, however, that such authority shall be limited to such authority as may be provided herein below and to other ordinary course of business transactions relating to the operations of this Corporation as indicated herein below:

> Stephen J. Ruffner Robert V. McGibney John P. Fenn

> Michael J. Gartlan John Abboud **Denise** Lainez Scott Hansen Jesse Kleist Daniel C. Loth Ron Mertzel Erick Montano Matthew Rizzo Martha Herrera Jennifer Blott Frank Chen Bob Linder Heidi McBroom Vernell Williams Bob Dinsmore Allen Barrett Chris Earl Christina Hagan Sean Motlagh Elizabeth Shoemaker Caine Tsutsui Jessica Cross Bob Kronenfeld Kathrine Katcher Aubrey Fitzgerald Christian Prado Jordan Mastroianni

President Executive Vice President [Regional President] Executive Vice President, and President, Inland Empire Division Senior Vice President, Finance Vice President, Land Acquisition Vice President, Land Acquisition Vice President, Forward Planning Vice President, Forward Planning Vice President, Sales and Marketing Vice President, Land Development Vice President, Sales and Marketing Vice President, Finance, Inland Empire Senior Director, DUP and Assistant Secretary Director, Finance Director, Forward Planning Director, Forward Planning Director, Forward Planning Director, Forward Planning Director, Purchasing Senior Project Manager, Land Senior Project Manager, Land Senior Escrow Manager Senior Project Manager Project Manager, Land Project Manager, Land Assistant Manager, DUP Senior Director, Marketing Senior DUP Coordinator **DUP** Coordinator Escrow Coordinator Forward Planner

RESOLVED FURTHER, that any of the following person(s), acting alone be, and each hereby is, authorized and empowered for and on behalf and in the name of this Corporation and any Corporation Entity (which, for these purposes is (a) any limited liability company in which this Corporation is the sole member and (b) any partnership in which this Corporation is the general partner), to execute, acknowledge and deliver any and all documents deemed by such person to be necessary or appropriate in connection with the acquisition and/or disposition of bulk parcels of real property by this Corporation or any Corporation Entity, including, but not limited to, land purchase and sale agreements, purchase and sale of residential dwellings and lots, amendments, assignments, escrow instructions, grant deeds, promissory notes, deeds of trust, maps, agreements and related documents:

Stephen J. Ruffner Robert V. McGibney John P. Fenn (only for Inland Empire Division matters)

RESOLVED FURTHER, that the signature of the President or any Executive Vice President of this Corporation is required on any and all disbursements in excess of \$1,000 for non-contract items that are executed and delivered for and on behalf of this Corporation.

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents deemed by such person necessary or appropriate in connection with this Corporation's or any Corporation Entity's (a) land improvement and construction activities, including, but not limited to, purchase orders and subcontracts for labor and materials; and (b) land improvement and development activities including but not limited to, easements, development agreements, applications for land development approvals, option agreements, subdivision approvals, declarations of covenants, conditions and restrictions, and any other submissions required to be filed with the California Department of Real Estate ("DRE"), subdivision and tract maps and exhibits thereto, applications and submissions to obtain preliminary and final subdivision public reports and supporting documents:

Robert V. McGibney	John P. Fenn
John Abboud	Denise Lainez
Jesse Kleist	Ron Mertzel
Frank Chen	
	John Abboud Jesse Kleist

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents required in connection with this Corporation's or any Corporation Entity's development of real property including, but not limited to, improvement bonds, subdivision improvement agreements, subdivision maps, building permit applications and such other documents related to the permit process:

Stephen J. Ruffner Michael J. Gartlan Scott Hansen Matthew Rizzo Allen Barrett Vernell Williams Caine Tsutsui Robert V. McGibney John Abboud Jesse Kleist Frank Chen Chris Earl Sean Motlagh

John P. Fenn Denise Lainez Ron Mertzel Bob Linder Heidi McBroom Elizabeth Shoemaker

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized to execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, (a) any and all documents required to be submitted to the DRE in connection with this Corporation's or any Corporation Entity's preliminary and final subdivision public report process, and to support filings required to be made pursuant to such DRE requirements; (b) utility contracts and (c) applications and other ancillary documents required to obtain city and/or County permits for projects developed by this Corporation or any **Corporation Entity:**

Stephen J. Ruffner	Robert V. McGibney	John P. Fenn
Michael J. Gartlan	John Abboud	Denise Lainez
Scott Hansen	Jesse Kleist	Ron Mertzel
Matthew Rizzo	Frank Chen	Bob Linder
Allen Barrett	Chris Earl	Heidi McBroom
Vernell Williams	Sean Motlagh	Elizabeth Shoemaker
Caine Tsutsui	Jordan Mastroianni	

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered to execute, acknowledge and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents deemed necessary or appropriate (a) to convey title in and to property which comprises the common area in planned residential projects developed by this Corporation or any Corporation Entity to be conveyed to each respective homeowners association and any and all restrictive covenants, conditions and easements and any and all supplemental declarations with respect thereto; (b) in connection with the development of real property by this Corporation or any Corporation Entity; (c) in connection with the permitting processing with respect to such real property developments and (d) to allow the DRE to issue a public report; such documents to include, without limitation, consultant contracts, utility contracts, improvement bonds, subdivision improvement agreements, subdivision maps, tract maps, parcel maps and building permit applications:

Stephen J. Ruffncr	Robert V. McGibney	John P. Fenn
Michael J. Gartlan	John Abboud	Denise Lainez
Scott Hansen	Jessie Kleist	Ron Mertzel
Matthew Rizzo	Frank Chen	

RESOLVED FURTHER, that any one of the following persons, acting alonc, be, and each hcreby is, authorized and empowered for and on behalf and in the name of this Corporation and any Corporation Entity, to take all actions and to execute, deliver, file and record any and all certificates, instruments, agreements and documents as may be required or as such officer may deem necessary, advisable or proper, in connection with the financing of this Corporation's or any Corporation Entity's land improvement and development activities, including the public facilities necessary to serve such development, including, but not limited to, (a) the formation of assessment districts or community facilities districts pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, or any other comparable or similar statute or regulation; (b) authorizing the levy of assessments or special taxes against the real property of this Corporation or any Corporation Entity by any such assessment district or community facilities district; and (c) authorizing the issuance of bonds by any such assessment district or community facilities district secured by a first pledge of the proceeds of the special taxes or assessments levied on the real property of this Corporation or any Corporation Entity:

Stephen J. Ruffner Michael J. Gartlan Ron Mertzel

Robert V. McGibney John Abboud Matthew Rizzo

John P. Fenn Scott Hansen

Lainez

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents required in connection with the sale of individual lots to third parties, including, but not limited to, purchase and sale agreements, escrow instructions, notices of completion, warranty/grant deeds, contracts (including amendments, assignments, addendums and other ancillary documents forming a part of the contract), holdback agreements, termite inspection certificates, buyer and seller certificates as required under FHA, VA and other government sponsored loan programs, to effect the sale of such lots to purchasers:

Stephen J. Ruffner Miehael J. Gartlan Martha Herrera Jessica Cross Christian Prado* Robert V. McGibney John Abboud Jennifer Blott Katherine Katcher John P. Fenn Matthew Rizzo Christina Hagan Aubrcy Fitzgerald*

; <u>provided</u>, that each person designated by an asterisk is not authorized to sign warranty/grant deeds;

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all master subcontract agreements and related documents and material purchase agreements, subcontract work agreements and related documents with respect to the construction of improvements on real property:

Stephen J. Ruffner Michael J. Gartlan Jessie Kleist Bob Dinsmore Robert V. McGibney John Abboud Ron Mertzel John P. Fenn Scott Hansen Matthew Rizzo

RESOLVED FURTHER, that any one of the following persons, acting alone, is authorized and empowered for and on behalf and in the name of this Corporation and any Corporation Entity, to sign, execute and deliver master consultant agreements, purchase orders and subcontracts for labor and materials and related documents with respect to development of real property:

Stephen J. Ruffner Michael J. Gartlan Jessie Kleist Bob Dinsmore Robert V. McGibney John Abboud Ron Mertzel

John P. Fenn Scott Hansen Matthew Rizzo

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all master service agreements, vendor agreements, independent contractor sales agreements and supporting documents with respect to the marketing, sales and management of real property:

Daniel C. Loth Bob Kronenfeld Erick Montano

Martha Herrera

RESOLVED FURTHER, that Stephen J. Ruffner or Martha Herrera, acting alone, be, and each hereby is, authorized and empowered to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents required in connection with this Corporation's or any Corporation Entity's customer service and new home warranty activities and other business operations including, but not limited to, settlement agreements, purchase orders and subcontracts for labor and materials;

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered to sign, execute and deliver for and on behalf and in the name of this Corporation and any Corporation Entity, any and all documents establishing bank accounts, financing arrangements and other ordinary course banking and financial arrangements:

Stephen J. RuffnerRobert V. McGibneyJohn P. Fenn (only for Inland Empire Division matters)Michael J. GartlanMatthew RizzoMichael J. Gartlan

RESOLVED FURTHER, that any one of the following person(s), acting alone, be, and each hereby is, authorized and empowered to act on behalf of this Corporation in its capacity as a member (other than a sole member) of any limited liability company or as a partner (other than a general partner) of any partnership in which this Corporation owns an interest, directly or indirectly:

Stephen J. Ruffner Robert V. McGibney John P. Fenn (only for Inland Empire Division matters)

RESOLVED FURTHER, that Stephen J. Ruffner, President of this Corporation, Robert V. McGibney, Executive Vice President [Regional President], and John P. Fenn, Executive Vice President, and President, Inland Empire Division (only for Inland Empire Division matters), be, aud each hereby is, authorized, empowered and directed, for and on behalf and in the name of this Corporation and any Corporation Entity, to take such further actions and to do all such further things which he may deem necessary and appropriate to accomplish the purpose and to effectuate the intent of the foregoing resolutions with respect to this Corporation or any Corporation Entity;

RESOLVED FURTHER, that any and all documents executed or actions undertaken by any officers or employees listed in the foregoing resolutions between August 3, 2021 and the date hereof substantively within the scope of their authority as designated above be, and they hereby are, ratified, confirmed and approved.

COUNCIL AGENDA STATEMENT CITY OF SANTEE

MEETING DATE August 23, 2023

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

DIRECTOR/DEPARTMENT Carl Schmitz, Engineering Director

SUMMARY

This is a City-initiated request in response to complaints regarding the parking of large vehicles for extended periods of time on Rockvill Street. Some of the vehicles identified have inhabitants causing litter and storm water violations. Neighboring business owners desire restricting overnight parking to reduce the number of vehicles stored on the street for extended periods.

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

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

ENVIRONMENTAL REVIEW

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

FINANCIAL STATEMENT

Staff estimates the total cost to purchase and install the "No Parking" signs will be \$1,150.00. Funding for the installation is included in the adopted fiscal year 2023-24 Gas Tax Fund operating budget.

CITY ATTORNEY REVIEW
□ N/A
Completed

RECOMMENDATIONMDB

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

ATTACHMENT

Resolution, with Location of Restriction attached as Exhibit "A"



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

WHEREAS, City Council has received a number of complaints about long-term storage of large vehicles on Rockvill Street, and some of the vehicles have inhabitants causing litter and storm water violations; and

WHEREAS, City Council has directed staff to evaluate the necessity for a parking prohibition on this street; and

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

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

WHEREAS, limiting overnight parking of vehicles over eight feet in height will help reduce the long-term storage of large vehicles on the street with minimum impact to businesses since the businesses on this street provide adequate on-site parking.

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

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

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 23rd day of August, 2023, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

Exhibit A – Location of Parking Restriction

Exhibit A - Location of Parking Restriction





COUNCIL AGENDA STATEMENT CITY OF SANTEE

MEETING DATE August 23, 2023

ITEM TITLE RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH JET ADVERTISING, LLC, TO DESIGN AND BUILD A NEW CUSTOM WEBSITE FOR THE CITY OF SANTEE

DIRECTOR/DEPARTMENT

Marlene Best, City Manager MAB

SUMMARY

On August 9, 2023, this item was brought before the City Council, and Council requested additional information. Pursuant to Council direction, staff has provided an update to this item with additional information, including the attached draft Agreement. The City of Santee last executed a major website redesign seven years ago, and the website is currently in need of an updated redesign and rebuild that includes improved graphics and media integration, along with enhanced software functionality and interactivity. City staff researched various website design and advertising companies, including the current web hosting company, and conducted interviews with five agencies. After considerable review, staff recommends JET Advertising, LLC for this project. JET Advertising is a dynamic small business that specializes in websites and marketing.

With input from staff, JET Advertising will provide a custom-built website and content management system (CMS). In conjunction with the company, staff will work to optimize the design and functionality of the new website and improve the user experience. The website's current 800 pages will be reviewed, imported, updated, removed, or reformatted for the new website. The Marketing team will have a large role in this update and will therefore be very familiar with the website and CMS even before they go live. The anticipated 10-month timeline will provide a suitable amount of time for JET Advertising and staff to build out and design an engaging and functional City website. The City and JET Advertising will develop a detailed timeline to ensure the project stays on track and both parties meet deadlines.

JET Advertising will focus on the page designs, templates, functionality, and key features, while the City will focus on updating pages and page content creation. The website will integrate Google Search API, ADA compliance, and designs that are compatible for both desktop and mobile devices. JET Advertising will provide two Account Services Representatives that will be specifically assigned to this project and will be available for support at any time. The JET Advertising team will consist of 14-20 staff members, with various areas of expertise, who will work on the project. The project is expected to begin in September 2023, with an anticipated go live date in June 2024. Post website launch, JET Advertising will provide additional support, training, and minor re-designs.

Funds totaling \$100,000 have been appropriated in the FY 2023-24 Capital Improvement Program Budget, Website Update Project, which was recently adopted by City Council. At the August 9, 2023, City Council Meeting, Council provided direction to include dedicated hours for post-launch support. The project now includes up to 33 hours of post-launch support, for a new total of up to 609 hours of work at \$150/hour, for a total cost of \$91,350. In addition, a small contingency has been factored in for peripheral services and add-ons such as purchase of stock photography, for a total cost not to exceed \$92,500.





CITY OF SANTEE COUNCIL AGENDA STATEMENT

FINANCIAL STATEMENT

The cost for the Professional Services Agreement with JET Advertising, LLC, will not exceed \$92,500. Funding is included in the Fiscal Year 2023-24 Adopted Capital Improvement Program, Website Update Project.

<u>CITY ATTORNEY REVIEW</u> □ N/A ⊠ Completed

RECOMMENDATION MAB

Adopt the Resolution authorizing the City Manager to execute a Professional Services Agreement with JET Advertising, LLC, for the design and build of a new custom website for the City of Santee.

ATTACHMENT

Resolution Draft Professional Services Agreement



RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH JET ADVERTISING, LLC TO DESIGN AND BUILD A NEW CUSTOM WEBSITE FOR THE CITY OF SANTEE

WHEREAS, the City website is currently in need of a redesign and rebuild with improved graphics and media integration, as well as improved software functionality and interactivity; and

WHEREAS, the last substantial update to the City's website was completed almost seven years ago; and

WHEREAS, after considerable review of various website design and advertising companies, including interviews with five companies, staff recommends JET Advertising, LLC for this project. JET Advertising is a dynamic small business that specializes in websites and marketing; and

WHEREAS, with input from City staff, JET Advertising will provide a custom-built website and content management system (CMS) for the City, and will provide post-launch support; and

WHEREAS, the project is projected to begin in September 2023, and the new website is anticipated to go live in June 2024; and

WHEREAS, the City desires to execute a Professional Services Agreement with JET Advertising, LLC to design and build a new custom website for the City of Santee for a total cost not to exceed \$92,500.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santee, California that the City Manager is authorized to execute a Professional Services Agreement with JET Advertising, LLC to design and build a new custom website for the City of Santee in an amount not to exceed \$92,500.

ADOPTED by the City Council of Santee, California, at a Regular Meeting held this 23rd day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTEE AND JET ADVERTISING, LLC

This Agreement for Professional Services ("Agreement") is made and entered into this 1st day of September, 2023, by and between the City of Santee, a California charter city ("City") and JET Advertising, LLC, a limited liability company ("Consultant"). City and Consultant are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

A. City is in need of professional services for the following project: A new custom-built website and content management system ("the Project").

B. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.

C. The Parties desire to establish the terms for the City to retain the Consultant in order to provide the services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. <u>Services</u>

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. <u>Compensation</u>

- a. Subject to paragraphs 2(b) (d) below, 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. In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of \$92,500. This Agreement is subject to and contingent on budgetary appropriations being approved by the City Council for each fiscal year during the term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the City.

- c. Each month Consultant shall furnish City with an invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail 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 invoice shall be returned to the 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 nonpayment 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. <u>Term of Agreement and Time of Performance</u>

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 authorization from the City. Unless a different date is set forth in the Activity Schedule, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement unless terminated sooner pursuant to the provisions of this Agreement or when the services are complete. Such term may be extended upon written agreement of both City and Consultant.

4. 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, a change in the scope of the work shall be processed by the City in the following manner: (1) a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule, (2) 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.

5. <u>Maintenance of Records</u>

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 the Agreement.

6. <u>Ownership and Use of Work</u>

- a. All documents and materials (website designs, webpages, templates etc.) prepared pursuant to this Agreement shall be considered the property of City upon their creation, and will be turned over to 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.
- b. The City agrees to allow Consultant to use the City as a reference. The City may decide, in its sole discretion, to provide a testimonial at the completion of the Project.

7. Findings Confidential

Any reports, information, data or materials given to or prepared or assembled by Consultant under this Agreement are confidential and shall not be made available to any individual or organization by Consultant without prior written approval of City.

8. <u>Conflict of Interest</u>

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.

9. <u>Delays in Performance</u>

Neither the City nor 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; pandemics; 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.

10. <u>Compliance with Law</u>

- Consultant shall comply with all applicable federal, state of California and City of Santee local government laws, ordinances, codes and regulations. 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.

11. <u>Standard of Care</u>

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.

12. 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.

13. 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. Consultant enters into this Agreement as, and shall continue to be, an independent consultant. All services shall be performed only by Consultant and Consultant's employees, if applicable. Under no circumstances shall Consultant, or any of Consultant's employees, look to the City as his or her employer, or as a partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to City employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the services.

14. 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 the 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.

15. Insurance

- a. <u>Commercial General Liability</u>
 - (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) Contractual Liability with respect to this Contract
- (7) Broad Form Property Damage
- (8) Independent Consultants Coverage
- (9) Sexual Misconduct Coverage, with no applicable sublimit
- (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. 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.

c. <u>Professional Liability (Errors and Omissions)</u>

- (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
- d. <u>Minimum Policy Limits Required</u>
 - (i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability

\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury (including death), personal injury 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)

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.

- e. <u>Evidence of Insurance Required</u>
 - (i) Prior to execution of the 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.

- f. <u>Policy Provisions Required</u>
 - The City of Santee, its City Council and each member thereof, its (i) 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 Consultant's agreement that it shall provide the City with copies of any notices of cancellation immediately upon receipt.
 - (ii) General 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.

g. 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.

h. <u>Additional Insurance Provisions</u>

- (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 the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents the City may terminate the 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.

16. 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 Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

17. <u>Confidentiality</u>

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

18. 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, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

19. <u>Termination or Abandonment</u>

- 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, with or without cause, at any time by giving 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.

20. Organization

Consultant shall assign Winnie Finger 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.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by email or 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 Title: City Manager City of Santee 10601 Magnolia Avenue Santee, CA 92071 mbest@cityofsanteeca.gov CONSULTANT: Attn: Jason Tipner Title: Owner JET Advertising 128 Ridge Avenue Bloomingdale, IL 60108 jtipner@jetadv.net

22. 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.

23. 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.

24. Non-discrimination

Consultant will comply with all applicable federal, state and local laws, ordinances, and regulations, including the Americans with Disabilities Act (ADA), California Fair Employment and Housing Act (FEHA) and Title VII of the Civil Rights Act of 1964. Consultant will not discriminate in any way, against any person, on the ground of race, color, national origin, religion, religious creed, age (over 40), sex and gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, disability (mental and physical), medical condition, genetic information, marital status, or military and veteran status, in connection with services under this Agreement.

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

CITY OF SANTEE:

CONSULTANT:

By:

Marlene D. Best City Manager By:

Jason Tipner Owner, JET Advertising, LLC

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By:

Shawn Hagerty City Attorney

EXHIBIT 'A' SCOPE OF SERVICES

The Consultant will build a custom website and content management system for the City.

RESEARCH & PLANNING

The Consultant will access the current City website to collect data and import content. The password-protected area for resident login will be scraped from the former City website. The Consultant and City will identify unique page types and determine the total number of current web pages and forecast what the City will need for the new website. The Consultant will meet with the City staff, Department Heads and City Council Members to outline and define goals for the future City website. The Consultant will research website conversions, local competition, the target demographic, and keywords. The Consultant and City will agree upon a detailed timeline that meets the terms of this Agreement. The City will provide domain and website hosting services prior to the website build out and allow the Consultant access to these to build out the custom website. The City and Consultant are aware that timely responses are required for input and approvals to ensure the project timeline is met.

Consultant will develop a website outline/flowchart for the future website. This outline/flow chart will allow for the reorganization of pages, define new pages needed, audit current content and remove or revise the current content. The City will approve of the outline/flowchart prior to moving onto the design phase of the website.

CUSTOM WEBSITE: DESIGN, FEATURES & FUNCTIONALITY

Consultant will design a custom website using ASP.NET which is an open-source web framework created by Microsoft, for building modern web apps and services that run on macOS, Linux, Windows, and Docker. This type of coded website will ensure fast site speeds, high level of security, and minimal long-term maintenance costs.

The website design will showcase the City brand standards (logos and color palette); the Consultant will improve the quality of the City website and web pages from for search engines with SEO (Search Engine Optimization); the website will have Google Search API (lets you develop websites and applications to retrieve and display search results from Google Custom Search programmatically) which will enhance and update the search function on the City website.

The website designs will have RWD (Responsive Website Design) which creates dynamic changes to the appearance of a website, depending on the screen size and orientation of the device being used to view it. In addition, the City website will be compatible across multiple desktop browsers, including Google Chrome, Mozilla Firefox, Microsoft Edge, Apple Safari; and iPhone and Android mobile browsers. The website design will have ADA Compatibility that is compliant with WCAG 2.0 Accessibility Compliance, including styles for headings 1 through 6 (<h1>, <h2>, <h3>, <h4>, <h5>, <h6>) and body copy. The website design will have prominent placement for the search function; noticeable (CTA's) Call to Action to sign up for newsletters, subscribe to feeds and RSVP to events;

printer friendly pages; built in styles for commonly used page elements, such as rules or buttons and a location for hosted video (SanteeTV, Vimeo, YouTube embed code; HTML5 video).

The website will have Key Third-party Integrations: Google Analytics, Maps, and Tag Manager; GIS (Mapping software); Energov (Online permitting software system); POS systems (Eden, Square, ActiveNet); Google Analytics & SiteImprove (Website health and accessibility compliance); ActiveNet (Registration system); Escribe (Agenda management software); and ADA Compliance (AccessiBe). City will select a third-party email marketing company to use for community engagement and communication.

Consultant will present one (1) website home page design concept. The City will review the concept and provide feedback. Once the home page design is approved by the City the Consultant will provide concepts for five (5) interior page designs. Standard page builds based on home page, and do not include custom design. Once the City approves final designs for all the pages the Consultant will begin the coding process.

Consultant and City will confirm the creation of ten (10) top tier or high traffic pages that the Consultant will assist with by providing the copywriting, copyediting, title, meta description, and alt tags for the pages. All other pages will be transferred over from the original website and edited/updated by the City. The Consultant and City will discuss and plan out photo options which may be stock photos (an additional cost) or photos provided by the City. Once the copywriting and photo plan is in place the Consultant will move to the population phase. Some phases may overlay.

Consultant will build out the approved layouts and pages on the development server which will include front end cut-up and coding, page templates, the home page and unique page types which will all be tested on multiple browsers/platforms.

CUSTOM CONTENT MANAGEMENT SYSTEM (CMS): FEATURES & FUNCTIONALITY

Consultant will custom build a back-office content management system (CMS). The CMS will allow the City to easily create, edit and publish content in both WYSIWYG (What You See Is What You Get) and HTML modes. The CMS will include granular security permissions to manage what content contributors can see and edit – this may be done through a Dev site but would have to be included in Consultant's hosting package; workflows that move content updates through an approval chain prior to appearing on the live website; website change log/report to easily review what was changed, by whom, and when; content scheduling that allows site administrators to set publish and removal dates; ability to publish individual pieces of content at a time; easily tag content, ability to move pages around and the CMS will automatically update links for PDF files; incremental publishing, and full-site publishing; digital asset management with unlimited document/image, video and other media storage (depends on the hosting package) and the ability to manage revisions; ability to create custom online forms and collect form data (Example: Veterans Banner Application) – this will be through a third party application; ability to adjust menu levels based on the recommended amount from the Consultant;
revisions for page-level changes; automatically-generated human-friendly page URLs; ability for content contributors to add pages to the secondary navigation; functional onpage breadcrumbs that are automatically updated when content is added, edited, or removed from the site; the ability to customizable 404 error page; the ability to preview pages prior to submitting them for approval – would be through the dev site, City requests can be submitted via email or a form; customizable banner capability on homepage for emergency alerts.

Consultant will provide two (2) one-hour virtual training sessions on the new CMS with test pages to all City staff that will be using the new CMS. Additional training and support for the CMS will be provided to key staff helping develop and populate website pages.

WEBSITE PRE-LAUNCH

Consultant will run multiple tests on the development website and proof content the Consultant created. The pre-launch test will confirm the website meets the City's standards and requirements of this agreement. City will provide initial proofing and review. City will back-up the old site. Consultant will create a custom 301 redirects for pages with new or changed URL's (A URL (Uniform Resource Locator) is a unique identifier used to locate a resource on the Internet) and for removed pages. Consultant will make minor changes and one set of revisions equal to (3.5-4 hours for the Home Page and 12.5-15 hours for interior page) if needed prior to the final approval. Once the City gives final approval of the website, Consultant will move to the launch phase.

WEBSITE LAUNCH

Consultant and the City will launch the website late May 2024/Early June 2024. Website testing, proofing, maintenance, assistance, and monitoring will take place. Consultant will provide a sitemap XML file to search engines and analyze site reporting.

WEBSITE POST LAUNCH SUPPORT

Once the website goes live and public facing. The consultant will allocate 33 hours to post launch support which could include: troubleshooting, technical issues, additional training, or minor redesigns. These hours will be allocated on an as needed basis depending on what the City needs assistance with during this time.

EXHIBIT 'B' SCHEDULE OF CHARGES

Consultant estimates between **506 - 609 hours**^{*} to build a custom website for the City at \$150/hour. The custom-built website and custom CMS shall not exceed 609 hours = \$91,350. The Consultant shall receive a down payment of \$18,000 prior to the Consultant starting work.

BREAKDOWN OF CHARGES:

Custom-Built Website \$91,350 (Not to Exceed:609 hours at \$150/hour) \$1,150 (Contingency/ Add-ons) Optional Add-ons: Stock Photography (costs vary) - Royalty Free Images starting at \$10/each

Total Agreement Amount - Not to Exceed: \$92,500

*Website Hour Breakdown: Initial Research	
Establish Timeline	0.75 - 1.00 hours
Review Current Site	1.00 - 1.50 hours
Discovery Meeting	3.00 - 4.00 hours
Competition Study	3.50 - 4.00 hours
Keyword Focus Research	3.00 - 3.50 hours
Sitemap Outline & Flowchart	8.00 - 10.00 hours
Design	
Design Home Page Design	24.00 - 28.00 hours
Mobile Design	8.00 - 10.00 hours
Navigation Design	3.00 - 4.00 hours
	3.00 - 3.50 hours
Home Page Copywriting.	3.50 - 4.00 hours
Home Page Revisions	47.50 - 50.00 hours
Interior Page Design (10) Ex.Parks x2, Directory of Dept x2, Facility Directory x2, Special B	
Interior Page Revisions	12.50 - 15.00 hours
Additional Responsive Layout (RWD)	30.25 - 33.00 hours
Additional Responsive Layout (RWD)	50.25 - 55.00 Hours
Development & Build	
Home Page Template Cut-Up	9.00 - 10.00 hours
Interior Page Cutups (10)	45.00 - 50.00 hours
Standard Page Builds (10)	22.50 - 25.00 hours
Ex. Generic, Request for Bids, FAQ, Parks Fields & Trails x2, Mi	inutes, City Council Members,
How Do I, Contact Us, Dept. Directors & Managers	
Responsive Cutups/Adjustments/CSS (RWD)	19.25 - 22.00 hours

Cross Browser Testing (front end) Integrate Content Management System Test Back Office (back end)	5.50 - 6.00 hours 59.50 - 65.00 hours 36.75 - 42.00 hours
Custom Features Newsletter Sign-up, 1-Step Contact Form x5 Alert Banner Google Search API - Sort Feature Build Email Responses (for forms) Install reCAPTCHA to Prevent Spam Install Zapier and SendGrid	7.50 - 10.00 hours 1.50 - 2.00 hours 8.00 - 16.00 hours 3.00 - 4.00 hours 1.00 - 1.50 hours 2.00 - 3.00 hours
Build & Populate Create & Populate Main Nav. Pages (65) Access Database & Import Pages QA on Imported Pages (96) (Excludes calendar & news)	48.75 65.00 hours 10.00 - 14.00 hours 16.00 - 24.00 hours
Launch Test Forms Check and Proof Site Pre-Launch (161) (Excludes calendar & news)	2.50 - 3.75 hours 13.25 - 26.25 hours
Final Cross Browser Testing Create Sitemap & Submit XML to Search Engines Create Redirects Add Analytics Launch Website Test & Proof Website Post-Launch Monitor Analytics	1.00 - 1.50 hours 1.50 - 2.00 hours 2.50 - 3.00 hours 0.50 - 1.00 hours 2.50 - 3.00 hours 2.00 - 3.00 hours 1.00 - 1.50 hours
<i>Post Launch Support</i> Troubleshooting, technical issues, minor redesigns	33 hours

Hours Total: 506 - 609 hours

Consultant Disclaimer on Hours Breakdown:

Copywriting not included. The City must provide all page & email content (text & photos), and meta descriptions (or will be taken from existing site). The hours do not include new page copywriting or third party stock photography fees. The Consultant will pull content from existing site, or from client provided text and photos. Standard page builds do not include custom wireframe design. Layout to match approved home page design. Time to incorporate plug-ins / APIs is an estimate only. The City will be responsible for purchasing and maintaining third party plug-ins / APIs. Consultant will provide a detailed list and annual costs for recommended third party plug-ins / API's, and when these third-party plug-ins / APIs will need to be purchased.

EXHIBIT 'C' ACTIVITY SCHEDULE

ANTICIPATED/SUMMARY TIMELINE (a detailed timeline will be created by the consultant and City of Santee in the research and planning phase)

RESEARCH & PLANNING (September 2023)

CUSTOM WEBSITE/CMS BUILDOUT (September 2023 – Early May 2024)

WEBSITE GO LIVE/LAUNCH DATE (Late May 2024/Early June 2024)



COUNCIL AGENDA STATEMENT CITY OF SANTEE

MEETING DATE August 23, 2023

ITEM TITLE RESOLUTION OF THE CITY COUNCIL APPROVING AND ADOPTING THE SANTEE FIREFIGHTERS' ASSOCIATION 2023-2025 MEMORANDUM OF UNDERSTANDING; AND A RESOLUTION OF THE CITY COUNCIL APPROVING AMENDED SALARY SCHEDULES FOR SFFA REPRESENTED FIRE EMPLOYEES, GENERAL EMPLOYEES, MANAGEMENT AND ELECTED OFFICIALS TO REFLECT SALARY SCHEDULE UPDATES FOR FY 2023-2024 AND AUTHORIZING THE APPROPRIATION OF \$966,830 TO THE FISCAL YEAR 2023-24 ADOPTED OPERATING BUDGET

DIRECTOR/DEPARTMENT Rida Freeman, Human Resources and Risk Management

SUMMARY

The City Council approved the terms of the Santee Firefighters' Association (SFFA) Memorandum of Understanding (MOU) in closed session on August 9, 2023. Key provisions include: 2-year term July 1, 2023 - June 30, 2025; 4% salary increase (COLA) retroactive to July 6, 2023; a 6% market adjustment salary increase effective January 4, 2024 (beginning the first full pay-period following January 1, 2024); a market adjustment salary increase of 1.25% for Fire Engineers effective January 4, 2024; and a 4% salary increase (COLA) effective July 4, 2024 (beginning the first full pay-period following July 1, 2023; and a 4% salary increase (COLA) effective July 4, 2024 (beginning the first full pay-period following July 1, 2024).

Following negotiations on the SFFA MOU, salary adjustments for general employees and management, and elected officials were considered. The proposed salary adjustments are now before the City Council for their consideration and if approved require updates to the *FY 2023-2024 Salary Schedule*. Management employees eligible for the COLA include the positions of City Manager and City Clerk.

As per the City Council Meeting Minutes of a Regular Meeting on April 26, 2023, Council reached consensus regarding parity with City employees; elected officials will receive the equivalent salary increases as eligible employees. However, the effective date of the increase for elected officials shall be August 31, 2023 (beginning the first full pay-period following approval (August 23, 2023); elected officials are not subject to retroactive compensation.

Please reference the attached Resolution to approve the SFFA MOU and the Resolution to amend the salary schedules, which includes the addition of a new position (Assistant Planner).

A recent salary survey and compaction study was conducted by Human Resources. The Assistant Planner position is a lower classification than the Associate Planner position and offers cost-savings to the City when filled at that level. The differences in the roles and responsibilities between the Assistant Planner and Associate Planner were evaluated and the pay range was determined by reviewing survey data and assessing similar positions of responsibility within the City. The appropriate compensation for the Assistant Planner was evaluated; the salary range is \$69,140 - \$84,040.





CITY OF SANTEE COUNCIL AGENDA STATEMENT

FINANCIAL STATEMENT

The salary increases and other negotiated items of the SFFA MOU, along with the cost of living adjustments for general employees, management, and elected officials result in an increase of \$966,830 to the Fiscal Year 2023-24 Adopted Operating Budget. This increase will come from the General Fund, the Recreation Revolving Fund, and the Mobile Home Park Administrative Assessment Fund.

<u>CITY ATTORNEY REVIEW</u> □ N/A • ⊠ Completed

RECOMMENDATION MOB

- 1. Adopt the Resolution approving and adopting the Santee Firefighters' Association 2023-2025 Memorandum of Understanding and
- 2. Adopt the Resolution Approving Amended Salary Schedules for SFFA Represented Fire Employees, General Employees, Management and Elected Officials to Reflect Salary Schedule Updates for FY 2023-2024 and Authorizing the Appropriation of \$966,830 to the Fiscal Year 2023-24 Adopted Operating Budget.

ATTACHMENTS

Staff Report

Resolution (SFFA MOU)

- Exhibit "A": Memorandum of Understanding
- Resolution (Salary Schedule)
 - Exhibit "A" Salary Schedule (reflecting increases for general employees, SFFA and management effective July 6, 2023, and increases for elected officials effective August 31, 2023)
 - Exhibit "B" Salary Schedule (reflecting SFFA increases effective January 4, 2024)



STAFF REPORT

RESOLUTION APPROVING AND ADOPTING THE SANTEE FIREFIGHTERS' ASSOCIATION 2023-2025 MEMORANDUM OF UNDERSTANDING AND RESOLUTION APPROVING AMENDED SALARY SCHEDULES FOR SFFA REPRESENTED FIRE EMPLOYEES, GENERAL EMPLOYEES, MANAGEMENT AND ELECTED OFFICIALS TO REFLECT SALARY SCHEDULE UPDATES FOR FY 2023-2024 AND AUTHORIZING THE APPROPRIATION OF \$966,830 TO THE FISCAL YEAR 2023-24 ADOPTED OPERATING BUDGET

CITY COUNCIL MEETING AUGUST 23, 2023

<u>Overview</u>

The Santee Firefighters' Association (SFFA) and the City of Santee have negotiated in good faith and reached an agreement for a two-year term. The City presents a proposed Resolution to approve the Memorandum of Understanding between the SFFA and the City (SFFA MOU).

Following the negotiations with the SFFA, a compensation adjustment was considered for general employees, management and elected officials. To implement the provisions of the SFFA MOU and to implement a cost of living adjustment (COLA) for general employees, management and elected officials, salary adjustments are required to be made to update the *FY 2023-2024 Salary Schedules (effective 7/6/23, 8/31/23, and 1/4/24).* Management employees eligible for the COLA include the positions of City Manager and City Clerk.

In fiscal year 2023-24 the fiscal impact will be an increase to the FY 2023-24 Adopted Budget of \$966,830.

Requested Actions

The requested actions include the adoption of two Resolutions as follows:

 <u>Resolution Approving the Memorandum of Understanding Between the Santee Firefighters'</u> <u>Association and the City of Santee (SFFA MOU)</u>: This Resolution approves the two-year agreement reached between the Santee Firefighters' Association and the City (Exhibit A to the Resolution). Key terms included in the MOU are as follows.

Term of agreement:	July 1, 2023 – June 30, 2025
Salary increases:	4.0% COLA effective July 6, 2023 – all Fire classifications (retroactive)
	6.0% salary increase effective January 1, 2024 – all Fire classifications (market adjustment)
	1.25% salary adjustment effective January 1, 2024 – Fire Engineer only (market adjustment)

4.0% COLA effective July 1, 2024 – all Fire classifications

Special Compensation: Longevity Certification stipend will be eliminated effective January 1, 2024. Tiller Operator (Driver Operator) pay will be eliminated effective July 1, 2023. Preceptor pay increased to \$2,500 for 22 shifts Mentor pay increased to \$2,500 for 12 shifts

 <u>Resolution Approving Amended Salary Schedules for SFFA Represented Fire Employees,</u> <u>General Employees, Management and Elected Officials to Reflect Salary Schedule</u> <u>Updates for FY 2023-2024 and Authorizing the Appropriation of \$966,830 to the Fiscal Year</u> <u>2023-24 Adopted Operating Budget</u>: This Resolution approves the salary adjustments to all affected employee classifications to implement the COLAs and authorizes the appropriation necessary to fund the salary increases.

For Unrepresented Employees:

Period:	FY 2023-2024 and FY 2024-2025
---------	-------------------------------

Salary increases:4.0% COLA effective July 6, 2023 (to be paid retroactively)General employees and management are eligible.Non-
benefited, part-time employees are not eligible.

4.0% COLA effective August 31, 2023 (Elected Officials)

4.0% COLA beginning July 1, 2024 (effective July 4, 2024) General employees, management, and elected officials are eligible. Non-benefited, part-time employees are not eligible.

- Special Compensation: As per the City Council Meeting Minutes of a Regular Meeting on April 26, 2023, Council reached consensus regarding parity with City employee increases; elected officials will receive the equivalent salary increases as eligible employees (but will not be eligible for retroactive pay). The Mayor and City Council members will receive an increase in monthly auto allowance. The Mayor will receive \$550.00 per month and the Council will receive \$450.00 per month effective beginning in September 2023.
- Staffing: One position to be added. The position of Assistant Planner results in no additional cost to the City. Filling the Associate Planner vacancy at the Assistant-level will result in cost-savings. A recent salary survey and compaction study was conducted by Human Resources. The Assistant Planner position is a lower classification than the Associate Planner position and offers cost-savings to the City when filled at that

Staff Report – SFFA MOU Adoption and Salary Schedule Update Fiscal Year 2023-2024

level. The differences in the roles and responsibilities between the Assistant Planner and Associate Planner were evaluated and the pay range was determined by reviewing survey data and assessing similar positions of responsibility within the City. Based on that evaluation, the appropriate compensation for the Assistant Planner was determined to be a salary range of \$69,140 - \$ 84,040.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, APPROVING AND ADOPTING THE SANTEE FIREFIGHTERS' ASSOCIATION 2023-2025 MEMORANDUM OF UNDERSTANDING

WHEREAS, pursuant to the provisions of the Meyers Milias Brown Act, the City of Santee and the Santee Firefighters' Association (SFFA) met and conferred on issues involving wages, hours, and working conditions and reached a two-year agreement which is effective on July 1, 2023, and ends June 30, 2025; and

WHEREAS, on August 9, 2023 in closed session, the City Council approved the terms of an agreement between the City of Santee and SFFA, the terms of which are set forth in a Memorandum of Understanding (SFFA MOU); and

WHEREAS, the City Council now desires to approve the SFFA MOU as presented in Exhibit "A" to reflect the approved terms of the MOU with the SFFA.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Santee, California, does hereby find, determine, and declare that the terms of the SFFA MOU as presented in Exhibit "A" are approved and adopted.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 23rd day of August 2023, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

ATTEST:

JOHN W. MINTO, MAYOR

ANNETTE ORTIZ, CMC, CITY CLERK

Attachment: Exhibit "A" SFFA MOU

Santee Firefighters' Association

International Association of Fire Fighters Local 4373





Memorandum of Understanding

Between the City of Santee and

The Santee Firefighters' Association

July 1, 2023 through June 30, 2025

Santee Firefighters' Association 8950 Cottonwood Avenue Santee, CA 92071 City of Santee 10601 Magnolia Avenue Santee, CA 92071

PREAMBLE

WHEREAS, the City of Santee, formed and operated under the authority of a Charter City and is a City rendering protection from fire and other perils of life and property within said City; and

WHEREAS, the Santee Firefighters' Association, Inc., an incorporated mutual benefit association, represents substantially all of the safety employees of said City of Santee Fire Department; and

WHEREAS, the City of Santee and the Santee Firefighters Association, Inc., find it mutually beneficial to meet and confer and negotiate in good faith according to the provisions of California Government Code Sections 3500-3511;

THEREFORE, this Memorandum of Understanding is entered into as of July 1, 2023 between the City of Santee, hereinafter referred to as "City", and the Santee Firefighters Association, Inc., hereinafter referred to as "Association." It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and set forth the basic and full agreement between the parties concerning wages, hours and other terms and conditions of employment.

CHAPTER 1.0 ADMINISTRATION

1.1 Recognition

The City recognizes the Association as the exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other terms and conditions of employment for uniformed safety employees in the following positions:

Firefighter Firefighter Paramedic Fire Engineer Fire Engineer/Paramedic Fire Captain Fire Captain/Paramedic

1.2 Association Rights

1.2.1 Payroll Deductions

Employees of the City may authorize payroll deductions for the purpose of paying Association dues including voluntary contribution to the Association's Political Education Committee (PEC) and the Association's Benevolent Fund. The procedure which shall be followed by employees in authorizing deductions for Association dues shall be for each employee to execute a written assignment on the form designated by the City. The same form shall be used to authorize deductions for the Association's PEC and for the Benevolent Fund.

Changes, additions and/or deletions of payroll deductions for Association dues and/or contributions towards the PEC for Association members shall be made with thirty (30) days written notice by the employee to the City and the Association on the form designated by the City.

Dues shall be deducted bi-weekly in the amount certified to the City by the Association Treasurer and the aggregate deductions of all employees shall be transmitted to the designated account specified by the Association. The City will automatically change the dues deductions when salaries change per the MOU, but the Association shall notify the City of changes in the formula or percentage of dues approved by its members no later than thirty (30) days prior to effective date of such change.

The employees' earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of appropriate Association dues. When a member in good standing of the Association is in a non-pay status for an entire pay period, no withholding will be made from future earnings to cover that pay period. In the case of an employee who is in a non-pay status during only part of the pay period, and salary is not sufficient to cover the full withholding

amount for dues, no deduction shall be made. In this situation, all other legal and required deductions have priority over Association dues.

1.2.2 Access to Work Station

It is agreed that the Association shall have access to City facilities for the conducting of general membership, board, and committee meetings. Association agrees that meetings shall not cause undue disruption of City business either by frequency or duration. Association shall obtain the approval of the Fire Chief or his designated representative by writing or e-mail prior to Association meetings utilizingCity facilities.

1.2.3 Association Release (AR) Time

The City agrees to release designated Association representatives from his or her regular duties without loss of compensation to a combined maximum of ninety-six (96) hours per fiscal year, of which 50% will be reserved for community events that directly benefit the Santee community. Remaining AR hours may be used for the exclusive purpose of conducting Association business. The Association will provide a report to the Fire Chief at the end of each fiscal year, approved and signed by the Association President, accounting for every hour, the purpose of/reason for each hour, and the date each hour of AR leave was used in the fiscal year. This release time shall not include time spent in the meet and confer process with the City, which shall be allowed in addition to the above.

1.2.4 Honor Guard (HG) Bank

The City agrees to release designated Association representatives from his or her regular duties without loss of compensation to a combined maximum of twenty-four (24) hours per fiscal year, to participate in Honor Guard/Emerald Society events. The Association will provide a report to the Fire Chief at the end of each fiscal year, approved and signed by the Association President, accounting for every hour, the purpose of/reason for each hour, and the date each hour of HG leave was used in the fiscal year.

1.3 Management Rights

It is understood and agreed that the City retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the rights to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the level, means, and kinds of services to be provided; establish its policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required; contract out work, transfer work out of the unit; maintain the efficiency of City operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. Emergency is a sudden, generally unexpected, occurrence or occasion requiring immediate action which affects City facilities or equipment or otherwise involves an act of God or specific governmental order requiring the City to take certain action or refrain from taking certain action. In addition, the City retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

1.4 Term

This Memorandum of Understanding shall commence July 1, 2023 and shall remain in full force and effect through June 30, 2025. All provisions shall be in effect for the full term unless specifically dated.

1.5 Non-Discrimination

The City will not interfere with or discriminate against any employee covered by this Memorandum because of membership in or legitimate activity on behalf of the Association or any of its members. The Association recognizes its responsibility as exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. The provisions of this agreement shall be applied equally to all employees of the bargaining unit without regard to race, color, religion (including religious dress and grooming practices), sex (including pregnancy status and breastfeeding), gender, gender identity and/or expression, sexual orientation, marital status, age, genetic information, mental or physical disability (whether perceived or actual), ancestry, citizenship status, uniformed service member status, medical condition (including genetic characteristics), national origin, or any other class protected under federal, state, or local law. The Association will share equally with the City in responsibility for applying this provision.

1.6 Americans with Disabilities Act (ADA)

The City and Association agree to comply with all provisions of the ADA in accordance with State and Federal law. In addition, the Association will be notified of proposed accommodations prior to implementation by the City. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance process.

1.7 Savings Provision

If any provision of this Agreement, or any application thereof to any unit member is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid to the extent required by such decision, but all other provisions or applications shall continue in full force and effect.

CHAPTER 2.0 COMPENSATION

2.1 Salaries

2.1.1 Salary Schedules

See Attachment "A"

2.1.2 Salaries

Year 1: 4% cost of living adjustment (COLA) for all classifications retroactive to July 6, 2023

6% market adjustment (PERS compensable) for all classifications effective the first full pay period on or after January 1, 2024.

1.25% market adjustment (PERS compensable) for Fire Engineer/Paramedic classification only effective the first full pay period on or after January 1, 2024.

Year 2: 4% cost of living adjustment (COLA) effective the first full pay period on or after July 1, 2024.

2.1.3 Paramedic Pay

Fire Engineers and Fire Captains with (1) a current, valid California state paramedic license with San Diego County accreditation and (2) no outstanding or documented discipline issues related to performance as a paramedic with the Santee Fire Department receive an additional 4.5% in base salary (in exchange for eliminating paramedic bonus and paramedic differential pay effective July 1, 2005). Effective June 30, 2016 the Fire Engineer/Paramedic salary was increased by .5% and became recognized as a promotion.

2.1.4 Direct Deposit

The City agrees to offer direct deposit to any three financial institutions able to accept Automated ClearingHouse(ACH).

2.2 Time in Grade

Each employee who is appointed to Firefighter Paramedic at Step C of the Firefighter salary range will be eligible to advance to Step D of the Firefighter Paramedic salary range upon completion of six (6) months of actual service, a satisfactory performance evaluation, and a score of 80% or higher on the 6 month exam. Eligibility for step increases within a range thereafter will occur at intervals of six (6) months effective on the salary anniversary date of the last increase. For details on eligibility to advance to each step within the Firefighter Paramedic Development Program, refer to Article 4.0 of this MOU and the Santee Fire Department Standard Operating Procedures (SOPs).

2.3 Overtime

2.3.1 Paid Leave Time

Paid leave time (with the exception of sick leave effective September 22, 2016) shall be counted as hours worked for purposes of determining eligibility for overtime. Overtime will be paid at a rate equal to time and one-half.

2.3.2 Minimum Compensation

Pre-approved, in-person overtime worked that is not an extension of a regular work shift shall be compensated at a minimum of two (2) hours. Remote attendance shall be compensated at a minimum of 15 minutes and shall be paid thereafter for actual time worked.

Remote work compensation will be for the full time allocated for pre-arranged meeting times (e.g., 1-hour pre-scheduled meetings lasting 45 minutes will be compensated at 1-hour).

2.3.3 Overtime at the End of Shift

Overtime at the end of a shift will commence after seven (7) minutes and shall be paid thereafter for each quarter hour (or major fraction thereof) worked.

2.3.4 Pay or Compensatory Time Off (CTO)

- A. Employees covered under this agreement shall have the option of choosing pay or compensatory time off (CTO) when working overtime hours not generated by another employee utilizing CTO. The choice must be made at the time the overtime is worked.
- B. Employees working overtime as a result of another employee taking compensatory time off (CTO) are not allowed to elect compensatory time off, and must receive pay for the overtime worked.

2.3.5 Compensatory Time Off (CTO)

- A. All compensatory time off (CTO) will be computed and accrued at one and one-half (1 ¹/₂ times straight time.
- B. Employees may not use more than 240 hours of compensatory time off in a fiscal year, regardless of the fiscal year in which the CTO was accrued.
- C. Employees' CTO accrual balance may not exceed 108 hours, regardless of the fiscal year in which the CTO was accrued.
- D. The use of CTO will be at the request of the employee and at the discretion and approval of the appropriate Santee Chief Officer, using the same guidelines as provided for annual leave requests.
- E. Employees covered by this Memorandum of Understanding and assigned to a 40-hour week may accrue CTO to a maximum of 36 hours. All other provisions of accrual and use shall apply.

2.3.6 Emergency Overtime - Travel Time

Employees called to work emergency overtime will be paid travel time to work at a rate of one-half hour, no matter where the employee resides. Emergency overtime includes any unscheduled event where an employee is immediately needed and contacted after the start of the current shift and asked to report to work, regardless of the circumstances. (Examples include family illness, injury, strike team deployment, etc.) This provision will not apply to overtime requests that are made prior to the 0800 shift change (i.e. morning sick leave calls), or to circumstances where an employee is responsible for finding their own coverage to facilitate leave.

2.3.7 Application of Overtime

Effective September 22, 2016, for 24-hour shift personnel, overtime pay will apply to all time worked in excess of an employee's regularly scheduled shifts each pay period, less any sick leave taken during the pay period. Therefore, the number of hours of overtime pay earned during a pay period will be reduced by the number of hours of sick leave taken during that same pay period. Any such hours reported as sick leave that are used to offset overtime pay earned will be paid at straight time and will be deducted from the employee's accrued sick leave account. For applying this provision the pay period is deemed to begin at 8:00 am on alternating Thursday mornings in accordance with the City's payroll calendar. For employees on a 40 hour per week assignment overtime will apply to all time worked in excess of 40 hours per week, less any sick leave taken during the work week. Overtime pay applies to approved continuing education required for maintaining a California state paramedic license with San Diego County accreditation or EMT recertification tests, and required manipulative examinations. Overtime pay is not applicable to attendance at fire technology courses required for promotion, either mandatory or competitive. The City of Santee shall comply with the Fair Labor Standards Act as amended and as it applies to the fire service.

2.3.8 Court Appearances

Any employee who is required to appear in court in connection with his/her employment shall be appropriately compensated.

2.3.9 Specialty Pay

Employees granted a specialty assignment designated by the Fire Chief and converted to a 40hour shift will be paid a 10% differential for the duration of the assignment. Authorized "shift-work" overtime shall be compensated at the employee's regular 56-hour pay rate.

2.4 Acting Out-of-Rate Pay

2.4.1 Acting Battalion Chief

To be eligible to act as a Fire Battalion Chief, an employee must meet the following:

- 1. Fire Captains on the current Battalion Chief list, who have completed the BC Task Book and meet the educational requirements outlined in the most current version of the BC Task Book.
- 2. Fire Captains not on the current Battalion Chief list, but who have completed their BC Task Book and meet the educational requirements outlined in the most current version of the BC Task Book, can be approved to act as a Battalion Chief at the discretion and approval of the Fire Chief.
- 3. Assuming the minimum requirements are met, appointment to the acting position, and duration, is completely at the discretion of the Fire Chief.
- 4. The acting Fire Battalion Chief will be paid a base hourly rate that is equivalent to a base salary within the Fire Battalion Chief band that is equal to 16% more than their base salary as Fire Captain.

The Acting Fire Battalion Chief position is a temporary appointment by the Fire Chief and can range from part of a shift to an indefinite period of time.

2.4.2 Acting Fire Captain

Any employee on the current or most recent Captain's promotional list who is assigned to work as Acting Fire Captain for a minimum of two (2) hours or more will be paid a differential for the full duration of hours so assigned. The amount of the differential is the difference between the hourly rates of top step (Step E) of Fire Captain and top step (Step E) of Fire Engineer, including any educational incentive.

2.4.3 Acting Fire Engineer

Any Firefighter or Firefighter Paramedic who fulfills the necessary requirements per the Santee Fire Department SOPs and is assigned to work as Acting Fire Engineer for a minimum of two (2) hours or more will be paid a differential for the full duration of hours so assigned. The amount of the differential will be the difference between the hourly rate of top step (Step H) of Firefighter/FirefighterParamedic and top step (Step E) of Fire Engineer, including any educational incentive.

2.4.4 Paramedic Differential

Effective July 1, 2005, Paramedic Differential was eliminated in exchange for the increase in base

salaries as stated under Article 2.1.3 for Fire Engineers and Fire Captains who retain a current, valid California state paramedic license with San Diego County accreditation.

2.4.5 Tiller Operator

Effective July 6, 2023, Tiller Operator (DO) pay will be eliminated.

2.5 Educational Incentive

An educational incentive allowance shall be granted for the successful attainment as outlined in the table below:

# of Units/Type of Degree	Subject Area Eligible for Educational Incentive	Percent of Base Pay
31 – 45 units	Fire Science	1.5%
46 units and over	Fire Science	3.0%
Associate's Degree	Any Associate's Degree from an accredited college	4.5%
Bachelor's Degree	Any Bachelor's Degree from an accredited college	6.0%

Educational incentive shall be paid upon attainment of Step Hand completion of two and one-half years of employment with the City of Santee Fire Department.

An official transcript from the college/university attended by the employee is required as proof of education. The official transcript should be sent directly to the Fire Operations Chief. The employee will be responsible for bearing the cost of ordering the transcript. After Fire Administration receives the official transcript, the proper paperwork will be prepared, the Fire Chief's approval will be obtained, and the request will be forwarded to Human Resources. The educational incentive will be effective on the day the official transcripts showing proof of eligibility are received in Fire Administration.

2.6 Paramedic Bonus

Effective July 1, 2005, the paramedic bonus was eliminated for all employees covered by this MOU. For Firefighter Paramedics the equivalent amount of \$1,000 is included in the base salary after successful completion of the first two years as a California state licensed paramedic with San Diego County accreditation working for the City of Santee, and successful advancement to Step E in the City of Santee salary schedules (Attachments A, B, C or D). For Fire Engineers and Fire Captains, the base salary increased as noted in Article 2.1.3 in exchange for the elimination of the paramedic bonus.

2.7 Preceptor/Mentor Incentive

Mentors and Preceptors in the paramedic program shall be paid Preceptor or Mentor Incentive pay in the amount of \$2,500 for each series of training completed for each Firefighter/Paramedic or Non-Safety Paramedic trainee assigned to the Preceptor/Mentor, as approved and required by the Fire Chief. Preceptor/Mentor assignments will be designated by the Fire Chief for the purpose of routinely and consistently training and mentoring new Firefighter/Paramedic employees or Non-Safety Paramedic trainees. Employees must achieve and maintain a satisfactory performance evaluation to be eligible for the stipend.

Stipends will be pro-rated as earned per shift as follows:

- Preceptor Pay: \$2,500 for 22 shifts of training, paid at the rate of \$113.64 per completed shift of training.
- Mentor Pay: \$2,500 for 12 shifts of training, paid at the rate of \$208.33 per completed shift of training.

The stipend shall be paid on a bi-weekly basis. Preceptor or Mentor Incentive pay is not reported to CaIPERS as "compensation earnable" or "pensionable compensation". The stipend will be included in calculating the employee's hourly regular rate of pay pursuant to the Fair Labor Standards Act (FLSA).

2.8 Longevity Certification Stipend

The Longevity Certification Stipend shall be paid upon completion of ten (10) years of employment with the City of Santee Fire Department* and successful attainment of California State Fire Marshal (CSFM) or other accepted accredited certification(s) as outlined below:

Certification	Eligible Classifications	Percent of Base Pay
Chief Officer	Fire Captain	1.0%
Fire/Company Officer	All classifications except Fire Captain	1.0%
CSFM Rescue & Technical - 5 Courses	All classifications	1.0%
Wildland - 5 Courses	All classifications	1.0%

Refer to the Longevity Certification SOP for approved courses.

Employees must achieve and maintain a satisfactory performance evaluation to be eligible for the stipend. The maximum percent payable is capped at 2.0% of base pay per member. An employee that meets the criteria for compensation under more than one level above, shall receive compensation for only the highest such level for which he or she qualifies.

Official certificates from accepted accredited agencies (approved by the Fire Chief) will be required to receive stipend pay. The employee will be responsible for obtaining certifications and bearing any applicable costs. Certificates should be sent directly to Fire Administration when an employee becomes eligible for the Longevity Certification Stipend. After Fire Administration receives the qualifying certification(s), the Fire Chief's approval will be obtained, the proper paperwork will be prepared, and the request will be forwarded to Human Resources. The Longevity Certification stipend will become effective upon the pay period following approval by the Fire Chief.

The stipend shall be paid on a bi-weekly basis. Longevity Certification pay is not reported to CalPERS as "compensation earnable" or "pensionable compensation". The stipend will be included in calculating the employee's hourly regular rate of pay pursuant to the Fair Labor Standards Act (FLSA).

*Effective November 12, 2019, members who will complete ten (10) years of employment with

the City of Santee Fire Department by March 1, 2022 will be considered to have met the longevity requirement for eligibility for the stipend.

Effective the first full pay period on or after January 1, 2024, the Longevity Certification Stipend will be eliminated.

2.9 Uniform Allowance

2.9.1 Allowance

The City agrees to pay six hundred fifty (\$650) per fiscal year in uniform allowance to each employee for the maintenance and purchase of Class A and B uniforms and other related uniform attire.

2.9.2 Payment

The reimbursement shall be paid to each employee after the completion of initial probation (12 months) and will not require receipts. Effective with the first pay period ending on or after July 1, 2017, the annual uniform allowance shall be paid on a bi-weekly basis, approximately \$25.00 per pay period. The benefit will commence similarly every July 1st of subsequent years. The City will report to CalPERS the actual monetary value of the uniform allowance for SFFA covered CalPERS Classic Members. This excludes items that are solely for personal health and safety such as protective vests, pistols, guns, bullets, and safety shoes. The reported value shall not exceed \$650 per fiscal year. Under PEPRA, a uniform allowance or the value of uniforms is not considered pensionable compensation for "new members" of CalPERS.

2.10 **Promotions**

When promoting, the salary increase is to be at least 5% over the current regular salary. If the salary, upon promotion, is Step B or higher, the next raise will occur one (1) year from the anniversary date of the promotion and satisfactory performance evaluation.

CHAPTER 3.0 CONSTANT STAFFING

3.1 *Constant Staffing Model*

The City of Santee and the Santee Firefighters' Association have adopted a staffing model of sixteen plus one per shift for staffing the Santee Fire Department. Under this staffing model the minimum daily staffing is sixteen. This model allows for over-staffing by one additional Firefighter Paramedic (seventeen) per shift for coverage of temporary vacancies for a total of seventeen full-time employees per shift. Temporary vacancies within the firefighter paramedic rank will first be filled utilizing the additional firefighter paramedic. Examples of temporary vacancies include, but are not limited to, vacancies created by sick leave, vacation, workers' compensation and leave of absence. The seventeenth position shall not be used to fill reimbursable overtime.

3.2 Normal Staffing Level

The City and Association agree that the normal staffing level of permanent full-time staff will be equal to the minimum number of positions the City budgets as on duty (currently 48) plus one firefighter paramedic per shift. (Example: If the City budgets to have 48 suppression staff on duty, there will be no more than 51 full time positions; 51 full time positions equates to 16 minimum plus one for a total of 17 uniformed suppression staff on-duty per shift unless a temporary vacancy

exists in the firefighter paramedic rank which will decrease the staffing to sixteen. The City will only hire a full-time position beyond the normal staffing level when the Fire Chief has a reasonable expectation that a position will become vacant within the next four months due to a planned retirement.

Absent "catastrophic circumstances", the City will fill all 16 minimum staffing positions daily. The parties agree that staffing levels not otherwise agreed upon in this MOU are a management right. This right includes determining the number of budgeted positions.

CHAPTER 4.0 PROBATIONARY PERIOD, TIME IN GRADE & CERTIFICATION PROCEDURES

4.1 Purpose and Duration of Probation

The purpose of probation is to give the City an opportunity to evaluate an employee's performance prior to the employee entering regular status. After accepting an original or promotional appointment with the City of Santee Fire Department, each employee shall serve a probationary period of twelve (12) months of service. Regular status shall commence on the day following the expiration of a probationary period. During this probationary period, the employee's performance shall be evaluated at least twice at or just before six and twelve months.

4.2 Original Probationary Appointments

4.2.1 Zero to Six Months

Effective July 1, 2023, probationary Firefighter Paramedics will be placed at Step C of the Firefighter salary range. Thereafter, probationary Firefighter Paramedics must complete the following requirements during the first six (6) month period:

- 1. Successfully complete a paramedic evaluation on an ambulance, if assigned.
- 2. Successfully complete a recruit academy, if assigned.
- Complete the ambulance driver training process and become certified by the end of this six (6) month period.

After successfully completing the above requirements, probationary Firefighter Paramedics will be advanced to Step C of the Firefighter Paramedic salary range. Failure to complete the above requirements will result in a failure of probation.

- Successfully pass a 6-month written and manipulative examination, attaining a minimum score of 80% on <u>each</u> portion on the first attempt. Note: The candidate must pass the written portion of the test prior to taking the manipulative portion.
- 2. Receive a "Competent" or better Employee Performance Evaluation.

After successfully completing the above requirements, probationary Firefighter Paramedics will be advanced to Step D of the Firefighter Paramedic salary range. Failure to complete the above requirements will result in a failure of probation.

4.2.2 Six to Twelve Months

After successful advancement to Step D, probationary Firefighter Paramedics must complete the following requirements during the second six (6) month period:

- 1. Successfully pass a 12-month written examination, attaining a minimum score of 80% or better on the first attempt. *
- 2. Successfully pass a 12-month manipulative examination, attaining a minimum score of 80% or better on the first attempt.
- 3. Receive a "Competent" or better Employee Performance Evaluation.

*The 12-month written and manipulative exams shall be administered no sooner than forty-five (45) calendar days prior to the end of probation and no later than 15 calendar days prior to the end of probation. If these tests are not completed prior to the end of probation, the City reserves the right to extend probation pursuant to Section 4.5 of this MOU.

After successfully completing the above requirements, probationary Firefighter Paramedics are eligible to advance to Step E and the probationary period will be complete. Failure to complete the above requirements will result in failure of probation.

4.3 Promotional Probationary Appointments

For promotional appointments to all other positions covered by this MOU, promotional probationary employees will be evaluated at least twice at or just before six and twelve months. The results of these evaluations shall be discussed with the employee.

4.4 Extension of Probationary Period

The probationary period may be extended by the Fire Chief and the Human Resources Director. The employee will be notified in writing of the extension of his/her probationary period prior to the end of the original probationary appointment.

- A. Original Probationary Employees Extension of Probationary Period: Original Probationary Employees absent for eight (8) regular duty shifts or more may have their probationary period extended for the same duration as their absence.
- B. Promotional Probationary Employees Extension of Probationary Period: Promotional Probationary employees absent for twenty (20) regular duty shifts or more may have their probationary period extended for same duration as their absence.

4.5 Notification of Extension

If a probationary employee's work merits an extension, the employee has been absent longer than the time specified in Article 4.4, or the requirements in section 4.2.2 have not been satisfied, the Fire Chief shall notify the Director of Human Resources of his or her intention to extend the employee's probationary period. After discussion with the Director of Human Resources, the Fire Chief shall notify the employee in writing of the extension of the original probationary period prior to the end of the original probationary period.

4.6 Rejection During Probation

An employee who does not successfully pass his/her original probationary appointment may be rejected at any time by the Fire Chief without the right of appeal, except as provided by law. An employee who does not successfully pass his or her promotional probationary appointment shall be reinstated to the position in which the employee held regular status prior to his or her promotion. If the employee was serving a probationary period at the time of promotion, the employee shall be reinstated to probationary status in the prior classification, and the remainder of that period shall be served. However, if the cause for not passing the promotional probationary period is sufficient grounds for further discipline and/or dismissal, the employee shall be subject to the discipline and/or dismissal process without being reinstated to the original lower position.

4.7 Notification of Rejection

If a probationary employee's work is not satisfactory, the Fire Chief shall notify the Director of Human Resources. After discussion with the Director of Human Resources, the Fire Chief shall notify the employee of his or her rejection prior to the end of the original probationary period.

4.8 Time in Grade -Additional Step Increases

Firefighter Paramedics will be eligible to advance from Steps E through H at a minimum of sixmonth intervals through completing the step process outlined in the Fire Department SOPs. Each step increase requires passing both a written and manipulative examination with a minimum 80% score and receiving an overall Competent or better performance evaluation.

The written portion of the test must be successfully passed first to be allowed to take the manipulative portion. In the event that a score of less than 80% is attained on the written portion of the examination, the Firefighter Paramedic will be given one (1) additional try with an alternate examination no sooner than 15 calendar days but no later than 60 calendar days from the date of the failed exam, which must also be passed with a minimum score of 80%.

In the event that a score of less than 80% is attained on the manipulative portion of the examination, the Firefighter/Paramedic will be given one (1) additional try with an alternate examination no sooner than 15 calendar days but no later than 60 calendar days from the date of the failed exam, which must also be passed with a minimum score of 80%.

In addition, the employee must receive a Competent or better performance evaluation to advance to the next step. Employees receiving an PN performance evaluation shall be given a performance plan re-evaluated on an interim basis at a minimum of every two months from receipt of the PN evaluation but no longer than 90 days. If the employee does not show improvement based on the performance plan after 90 days, the progressive discipline process will begin.

The effective date of advancement to the next step will occur after completing and successfully passing both exams and receiving a competent or better performance evaluation.

4.9 Certification Procedures

4.9.1 City of Santee Personnel Rules – Certification Procedures

The City of Santee Personnel Rules shall apply to the recruitment and selection process of all positions covered by this MOU, with the exception of how names are certified from opencompetitive and closed-promotional eligibility lists and re-employment lists for Fire Engineers and FireCaptains.

4.9.2 Certification Lists – The Rule of Three Defined

The top three (3) names, plus additional names if tie scores necessitate such action, may be certified from either an open-competitive or closed-promotional eligibility list. In addition, names on the valid re-employment list for the vacant classification may be added to the certification list.

4.9.3 Application of the Rule of Three

The "Rule of Three" shall be used exclusively and only apply when certifying lists for the positions of Fire Engineer and Fire Captain and shall include Acting appointments. Certification procedures for the position of Firefighter Paramedic shall follow City of Santee Personnel Rules.

CHAPTER 5.0 LEAVE

5.1 Annual Leave

5.1.1 Accrual

All uniformed shift personnel shall be entitled to annual leave accrued on a bi-weekly basis or per pay period beginning with hire date. Total hours to be accrued are displayed in the following table:

Years of Service	Bi-weekly Accrual	Total Annual Hours	Maximum Accrual
0 to 5 years	11.54 hours	300 hours	600 hours
6 to 9 years	12.00 hours	312 hours	624 hours
10 to 14 years	12.92 hours	336 hours	672 hours
15 to 19 years	13.84 hours	360 hours	720 hours
20 or more years	14.76 hours	384 hours	768 hours

5.1.2 Maximum Accrual

Employees will be allowed to accumulate a maximum of two-times annual accrual. When employees reach the maximum accrual, they will not accrue additional leave until they use some leave and the balance falls below the maximum.

5.1.3 Annual Leave Increments

For uniformed shift personnel, annual leave will be deducted for time off that the employee would have been on duty according to the regular schedule. Annual leave may be used in increments down to one-quarter (1/4) hour.

5.1.4 "40 Hour" Personnel - Total Annual Hours

Bi-weekly	Total	Maximum
Accrual		Accrual
	Hours	
5.23	136	272
5.42	141	282
5.85	152	304
6.46	168	336
7.08	184	368
	Accrual 5.23 5.42 5.85 6.46	AccrualAnnual Hours5.231365.421415.851526.46168

"40 hour" personnel shall be entitled to annual vacation as follows:

5.1.5 "40 Hour" Personnel - Holidays

All "40" hour personnel shall be entitled to these eleven (11) holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day. If any of these fall on a weekend, the same day shall be taken off as the general City employees take.

5.1.6 Seniority in Scheduling Vacation Months

Vacation months are to be scheduled on the basis of seniority of length of service with the Department.

5.1.7 Scheduling Annual Leave

Scheduling of annual leave shall be regulated by the administration through the SOPs, so as not to impair the efficiency of the Department.

5.1.8 Days in Lieu of Holidays

Article 5.1.1 above includes vacation and holiday hours.

5.1.9 Annual Leave Adjustments

A. All personnel reassigned from shifts to days shall have their annual leave adjusted as follows:

Years of Service	Multiply By:
0 to 5 years	.4532
6 to 9 years	.4520
10 to 14 years	.4524
15 to 19 years	.4666
20 or more years	.4792

B. All personnel reassigned from days to shifts shall have their annual leave adjusted as follows:

Years of Service	Multiply By:
0 to 5 years	2.2065
6 to 9 years	2.2127
10 to 14 years	2.2105
15 to 19 years	2.1429
20 or more years	2.0869

5.1.10 Annual Leave Conversion to RHSA

An employee, upon retirement or any type of separation, will convert 100% of their remaining annual leave balance to the Retirement Health Savings Account. No cash will be given in lieu of converting eligible annual leave hours to the employee's RHSA.

5.2 Sick Leave

5.2.1 Accrual

All uniformed shift personnel shall be entitled to twelve (12) hours per calendar month of sick leave accrued at a rate of 5.54 hours per bi-weekly pay period from date-of-hire. Effective September 22, 2016 all uniformed shift personnel shall be entitled to sixteen (16) hours per calendar month of sick leave accrued at a rate of 7.38 hours per bi-weekly pay period from date- of-hire. Sick leave will accumulate if not taken. There is no limit to sick leave accumulation.

5.2.2 "40 Hour" Personnel

"40" hour personnel will be entitled to eight (8) hours of sick leave per calendar month accrued at a rate of 3.69 hours per bi-weekly pay period. Sick leave will accumulate if not taken. There is no limit to sick leave accumulation.

5.2.3 SickLeaveAdjustments

All personnel reassigned from shifts to days shall have their sick leave total adjusted by multiplying by .5. All personnel reassigned from days to shifts shall have their sick leave total adjusted by multiplying by 2.0. Prior to retirement, personnel who are working on days will have their sick leave total adjusted back to the shift total for those hours earned while working on a shift by 2.0, and then adding the additional accrued hours earned while working days (after deducting any hours that were used while working days). If an employee has used more hours of sick leave on days than were earned, all remaining hours will be multiplied by 2.0 to convert sick leave back to shift total.

5.2.4 Parental Leave

Personnel shall be allowed parental leave related to the birth or adoption of a child of up to seventy-two (72) hours to be deducted from accumulated sick leave.

5.2.5 Family and Medical Leave Act

Family leave shall be provided in accordance with the requirements of the federal Family and Medical Leave Act (FMLA), and the City of Santee's most recent policy on FMLA.

5.2.6 Labor Code§4850

Sick leave may not be used in conjunction with, to augment or as a replacement for Industrial Injury Leave as provided for by Labor Code §4850.

5.2.7 Annual Sick Leave Conversion to Retirement Health Savings Account (RHSA) Contribution

An employee using 48 hours or less of sick leave in a fiscal year may convert up to 24 hours annually. An employee who uses between 49 and 71 hours of sick leave may convert the difference between 72 hours and the amount of sick leave taken up to a maximum of 24 hours. For example, if an employee uses 48 hours or less of sick leave, he or she is eligible to convert 24 hours (72 minus 48). If 49 hours of sick leave are used, he or she is eligible to convert 23 hours of sick leave (72 minus 49). If 71 hours of sick leave are used, he or she is eligible to convert 1 hour of sick leave (72 minus 71). The employee must maintain a minimum balance of 504 hours of sick leave. Parental leave and/or leave protected under the FMLA will not count toward hours of sick leave used when determining the number of hours of sick leave taken in a year and eligibility for this benefit. No cash will be given in lieu of converting eligible sick leave hours to contribute to the RHSA.

5.2.8 Sick Leave Conversion to RHSA

An employee, upon service retirement only, may convert to cash, 50% of their remaining sick leave balance up to \$6,000, of which 100% of the conversion to cash must be placed into the employees Retirement Health Savings Account. No cash will be given in lieu of converting eligible sick leave hours to the employee's RHSA.

5.3 Other Leave

5.3.1 Trading of Shifts

Shifts may be traded by means of personal time trade. All out of rate shift trades must be approved by a Santee Chief Officer, who shall review the schedule to ensure it will not cause known additional overtime. Personal time trades must be paid back within one (1) year of the date of the first trade. The City and Association agree to follow the guidelines on personal time trades as delineated in the Santee Fire Department SOPs.

5.3.2 Leave without Pay

Personnel may request time off without pay, at the discretion of the City, pursuant to the City of Santee Personnel Rules.

5.3.3 Detached Duty

Upon approval of the Fire Chief, personnel may be allowed detached duty for Department business or activities the Fire Chief feels would directly benefit the Department.

5.3.4 Forwarded Leave

Effective July 1, 2015, the Fire Chief can no longer forward time off to an employee. Example: Sick leave.

5.3.5 Bereavement Leave

Personnel having a death in the immediate family (this means wife, husband, children, father, mother, brother, sister, mother or father-in-law, grandparents, grandparents-in-law, stepparents, or stepbrothers and stepsisters) (this means wife, husband, domestic partner, children, stepchild, grandchild, brother, stepbrother, sister, stepsister, parent, guardian, stepparent, foster parent or grandparent, grandparents-in-law or any person serving as a parent living in the same household) shall have a bereavement leave up to three (3) shifts, which will not be deducted from an employee's sick leave balance.

5.3.6 Military Leave

Personnel are allowed up to 30 calendar days of orders each fiscal year as required by law. The number of paid leave days may vary depending on the dates of military orders and the employee's shift schedule, but pay is not to exceed 30 days in any one fiscal year, pursuant to the Military & Veteran's Code § 395.01. (For example, if an employee is called to active duty for 90 days, he or she will receive one month's salary or the equivalent to 10 shifts).

5.3.7 Jury Duty

Every regular and probationary employee of the City who is required to report for jury duty shall be entitled to be absent from duties with the City during the period of such service. No deduction shall be made from the salary of an employee while on jury duty if he/she remits to the City all pay received for jury duty (except mileage), the original summons for service, and the official court jury duty timecard. If the employee does not remit to the City all required items, he/she shall be paid only for the actual hours worked in his/her regular position on the day(s) of jury service, if any.

The City will compensate employees for travel time to and from jury service, not to exceed a total of one (1) hour per day of jury service regardless of where the employee lives and regardless of the location of jury service. If the employee's jury service is less than a full workday, the employee is expected to return to work or use accrued leave with pre-approval from his or her supervisor for the remainder of the regularly scheduled shift. Employees will not be compensated for jury duty on a day off or compensated for travel to and from jury duty on days off. If time spent at jury service or the related travel time results in overtime, the City will not compensate the employee for such hours.

5.3.8 Catastrophic Leave

Pursuant to the City of Santee Human Resources & Risk Management Policy Catastrophic Leave Bank, regular employees in a permanent position eligible for benefits and have exhausted all accrued paid leave time, may be eligible for catastrophic leave due to a life-threatening illness or severely incapacitating injury that is expected to incapacitate an employee or eligible member of his or her family. See the Human Resources & Risk Management Policy for more guidelines on donating to the Catastrophic Leave bank or for qualifications of eligibility.

CHAPTER 6.0 RETIREMENT BENEFITS

6.1 California Public Employment Retirement System (CalPERS) Program

The City of Santee has contracted with CalPERS for the retirement benefits listed below.

6.1.1 Classic Tier 1 and 2- Formula & Benefits:

 Retirement Formula; Employee Contribution: Fire safety employees hired prior to January 19, 2012 are considered "Classic Tier 1" members of CalPERS. By contract, the City and Classic Tier I employees participate in the "3% at age 50" retirement formula. The applicable employee contribution, paid in full by Classic Tier 1 employees pursuant to pretax payroll deduction, is nine percent (9%).

Fire safety employees hired on or after January 19, 2012 but prior to January 1, 2013, and fire safety employees hired on or after January 1, 2013 that are designated as classic members by CalPERS, are considered "Classic Tier 2" members of CalPERS. By contract, the City and Classic Tier 2 employees participate in the "3% at age 55" retirement formula. The applicable employee contribution, paid in full by Classic Tier 2 employees pursuant to pre-tax payroll deduction, is nine percent (9%).

 Cost-Sharing of City CalPERS Contribution: Upon ratification of this Agreement, the City shall implement cost-sharing pursuant to the terms set forth below to offset a portion of the City's employer contribution to CalPERS for retirement benefits as authorized under Section 20516(f) of the Government Code.

The employee cost-sharing contribution will be accomplished pursuant to Section 20516(f) of the Government Code. Cost-sharing contributions made pursuant to Section 20516(f) remain characterized as employer contributions by CalPERS and, therefore, will not be allocated to the employee's retirement account. Cost-sharing contributions will be deducted from wages on a pre-tax basis during the term of this Agreement.

Effective June 27, 2019, Classic Tier 1 and Classic Tier 2 employees shall contribute, through payroll deduction, an additional three percent {3%} of "compensation earnable", for a total contribution of 12%, towards CalPERS retirement.

- Post Retirement Survivors Allowance (PRSA) 50%, Sections 21624 and 21626 and PRSA Continuance, Section 21635 - Upon the death of a retiree, 50% of the unmodified allowance, will continue to an eligible survivor. The PRSA payable to surviving spouses upon the death of a retiree will not cease upon remarriage of the surviving spouse.
- 4. 1959 Survivor Benefit (Pre-Retirement), including Indexed Level, Section 21574.5 This provision provides 1959 Survivor Benefits to survivors of a member who dies prior to retirement and is not covered by Social Security. The Indexed level includes an automatic cost-of-living feature to avoid erosion due to inflation.

- 5. Retired Death Benefit (DB) \$500, Section 21620 and DB Continues, Section 21551 -Section 21620 provides that upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor(s), or to the retiree's estate. Section 21551 provides the death benefits being paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry.
- 6. Credit for unused sick leave, Section 20965 Any unused sick leave days will be converted to service credit at the rate of .004 years of service for each day of sick leave provided there is less than 120 days between the member's separation date and retirement date.
- 7. For Classic Tier 1 employees, final compensation is the average full-time monthly pay rate for the highest 12 consecutive months, Section 20042. For Classic Tier 2 employees, the final salary will be calculated using thirty-six (36) highest paid consecutive months.
- 8. Military Service Credit as Public Service, Section 21024- a member may elect to purchase up to 4 years of service credit for any continuous active military or merchant marine service prior to employment.
- 9. All CalPERS retirement benefits for employees hired on or after January 1, 2013, who are considered "new members" under PEPRA are subject to the mandatory provisions outlined in PEPRA, including the mandatory retirement formula and mandatory employee contributions for new members.

6.2 Advanced Disability Pension Payments

City agrees to implement California Labor Code Section 4850.3 with reference to Industrial Disability Retirements. This section provides a mechanism whereby the City can make advanced disability pension payments to any Association member who has qualified for benefits under Section 4850 and is approved for a disability allowance.

6.3 Deferred Compensation

City agrees to offer a voluntary deferred compensation plan to Association members. City agrees to consider and discuss options with the Association as long as the Association contacts the City at least ninety (90) days prior to the renewal of the current exclusive provider agreement.

6.4 Retirement Health Savings Account (RHSA)

City agrees to implement and administer a retirement health savings account program. Participation is mandatory for all members of the Santee Firefighters' Association. Effective July 1, 2013, the City will contribute 2% of base salary, on a bi-weekly ongoing basis, for all members covered by this MOU. Additional contribution amounts by unit members will be determined by the Santee Firefighters' Association. The contribution amounts by unit members shall not be changed more than once per fiscal year.

CHAPTER 7.0 INSURANCES

7.1 Life Insurance & Accidental Death and Dismemberment Insurance

The life insurance paid for by the City and the Accidental Death & Dismemberment (AD&D) insurance paid for by the City on uniformed members shall be the plan adopted for other City employees. The basic benefit level of each of these plans approximates one times annual salary up to a maximum of \$50,000, or the same as the City's plan for its miscellaneous employees.

7.2 Medical and Dental Insurance

Effective January 1, 2018, medical insurance costs became shared between the City and employee as follows:

	City Contribution	Employee Contribution
Employee Only	100% of premium	0% of premium
Employee+ Spouse	85 % of premium	15 % of premium
Employee + Children	85 % of premium	15 % of premium
Employee + Spouse & Children	75 % of premium	25 % of premium

Employees will be allowed to opt out of the group medical plan with proof of other coverage. The members covered by this MOU are covered by the City's Dental Plan at the same cost sharing as other employees (effective July 1, 2017).

7.3 Retiree Medical Insurance

7.3.1 General Statement

All retirees have the right to remain on the City's medical insurance plan as provided to employees and at the same rates as active employees. Medical Insurance options available to retirees upon reaching age 65 are delineated in the Side Letter dated May 21, 1996 to the Memorandum of Understanding (Attachment B).

7.3.2 Hired Before 6/30/85 & Retired before 8/1/86

Retirees from the City or Fire District on or before June 30, 1985, and unit employees who retire before 8/1/86 - the City shall pay the full premium towards a medical plan providing comparable coverage to that contained in the plans in existence June 30, 1985.

7.3.3 Hired by 6/30/85 & Retired On or After 8/1/86

Unit members employed as of June 30, 1985, who retire on or after 8/1/86 - The City shall contribute a maximum of \$182 per month towards a City medical plan providing benefits comparable to those found in the plans existing on June 30, 1985. Any premium in excess of \$182 shall be borne by the retiree. Payments made by the City are subject to IRS reporting requirements.

7.3.4 Initial Hire on or After 7/1/85

Unit members whose initial employment begins on or after July 1, 1985 - upon retirement shall be entitled to participate in the City's medical insurance program at their own expense.

7.3.5 Retirees Residing Outside the Service Area

The City will make reasonable attempts to secure insurance options with the current insurance carrier for Retirees residing outside the San Diego or Riverside County service areas which are comparable to the medical insurance options available to Retirees residing within the service areas. In the event the rates for Retirees residing outside the service area are higher than those for Retirees within the service area, the Retiree shall be responsible for paying the difference, in addition to what they are required to pay as stated above. In the event the City is unable to secure comparable medical insurance options for Retirees residing outside the service areas, the Retirees will be terminated from the City's medical insurance coverage and may not re-enroll. The City will provide the cash value of the benefit, per Articles 7.3.2 and 7.3.3, to the Retiree no longer on the City's medical insurance plan. The cash value will be paid to the Retiree quarterly.

7.3.6 Retirees - Option to Terminate Insurance

Any Retiree who qualifies for insurance assistance per Articles 7.3.2 and 7.3.3 regardless of residency may opt to terminate participation in the City's medical insurance and will continue to receive the cash value of the benefit. Once a Retiree withdraws from the City's medical insurance plan, the Retiree may not re-enroll.

7.3.7 Definition of Survivor Relationship

If an active employee, who was employed prior to 6/30/85, dies and the death is determined to be work related, the City will continue to contribute towards medical insurance, at the maximum rate of \$91, for one dependent as long as the dependent meets the definition of dependent, which is a spouse that has not remarried or a child until the age of 26.

When a retired employee dies, the City will continue the medical insurance for one dependent. The maximum rate the City will pay is as follows:

- 1. Retired prior to August 1, 1986 full premium for one dependent (see statement above).
- 2. Employed prior to June 30, 1985, and retired after August 1, 1986 \$91.

If the dependent is a spouse, the coverage will continue until the spouse remarries or dies. If the dependent is a child, the child will be eligible until age 26. Retirees whose initial hire date is on or after June 30, 1985 shall not be eligible for this benefit.

7.4 Long Term Disability (LTD)

7.4.1 LTD Plan

Association is responsible for contracting, buying, enrolling new employees in, and the administration of the LTD plan. The employee may utilize sick leave to make up for any difference in salary. An employee may charge up to a maximum of ninety (90) calendar days of sick leave for any one incident of a non-industrial injury orillness. When the 91st day of the sick leave occurs, an eligible employee must transfer, if approved, to the Association's Long Term Disability (LTD)

Program. The employee shall remain on LTD until such time as the employee is released to full duty. If the employee is precluded from performing the substantial range of job duties, the employee may remain on LTD in conformance with the benefits provided by the plan and he/she may be retired or terminated at that time. Employee shall accrue medical, dental and life benefits, while on LTD.

Within two weeks of an LTD claim being filed, the employee is responsible for providing Human Resources with the information necessary to coordinate employment and payroll matters potentially impacted by the claim. Such information includes, but is not limited to, dates of leave, LTD eligibility date, specific plan benefit (i.e., 50/50 integration) and monetary amounts received from the Plan Administrator. Providing this information to Human Resources will streamline approval from the LTD Plan Administrator as well as enable efficient City payroll processing.

7.4.2 City Monthly Contribution to LTD Plan

For each employee, the City will contribute a monthly amount to the employee's taxable income equal to the current LTD monthly premium, not to exceed \$30 per employee per month. City will make a taxable deduction of the monthly amount of the premium for each employee and include in the monthly Association dues payment.

7.4.3 CalPERS Retirement Service Credit & City of Santee Contributions

Pursuant to and in compliance with the California Public Employees' Retirement Law, employees on the LTD Plan using sick leave to make up the 50% difference in base pay will continue to accrue service credit towards his or her CalPERS retirement. In addition, the City will continue to make contributions to CalPERS based on the 50% of sick leave used by the employee while he or she is on the LTD Plan.

7.4.4 Deferred Compensation

When an employee, on LTD ceases to accrue PERS service credit, City will contribute to the employee's City sponsored deferred compensation plan an amount equivalent to total PERS contribution not to exceed the IRS retirement plan contribution limits annually, on a calendar year basis. City payment will be made once each calendar year by 12/31. This payment will be calculated at end of the LTD term, or annually, as appropriate.

7.5 Optional Insurance Programs

Optional insurance programs may be offered by the City. Voluntary benefits will be made available to all members covered by this MOU at the same terms as other City employees. As the voluntary benefits and providers evolve over time, members may contact Human Resources for specific plan information.

7.5.1 Employee Assistance Program (EAP)

This program provides a free, confidential assessment and referral service to employees and their families for a wide range of personal and professional issues, including divorce, eating disorders, legal problems, grief and loss, debt counseling, drug and alcohol abuse, family conflict, domestic violence, etc.

7.5.2 Flexible Spending Accounts - Section 125

This benefit allows employees to set aside pre-tax dollars for a variety of services including

child/dependent care, medical reimbursement, and individual insurance premiums.

CHAPTER 8.0 HOURS & SCHEDULES

8.1 Hours of Work and Basic Work Week

Employees covered by this Agreement will work one of two schedules depending on assignment:

- 1. 40-Hour Personnel: The standard work week is five (5) eight (8) hour days, Monday through Friday, for which the starting time is 0800; ending is 1700. At the discretion of and with approval from the Fire Chief, 40-hour personnel may also have the option to work an alternative work schedule such as the "9/80" schedule with every other Friday off, or a "4/10" schedule with every Friday off. Refer to City APM 01-1 or the most recent APM on "9/80 Work Schedule" for guidelines and more information on this schedule.
- 2. 24-Hour Shift Personnel: The work week is 56 hours per week averaged on a calendar year basis. The basic schedule shall be a three (3) platoon fifty-six (56) hour schedule consisting of four (4) twenty-four (24) hour shifts each separated by twenty-four (24) hours off duty followed by four (4) consecutive days off, followed by four (4) twenty-four (24) hours shifts each separated by twenty-four (24) hours shifts each separated by twenty-four (24) hours off duty, followed by six (6) consecutive days off. This schedule recurs on a regular twenty-four (24) day cycle.

8.2 Early Reliefs and Personal Time Trades

Early reliefs and personal time trades will be allowed by Company Captains as governed by the Department SOPs. Early reliefs and personal time trades for Captains and Acting Captains must be approved by the appropriate Santee Chief Officer.

CHAPTER 9.0 EMPLOYEE PERFORMANCE EVALUATIONS

9.1 Purpose

The purpose of employee performance evaluations is threefold. First, it aids supervisors and/or Company Officers, Division Chiefs, the Fire Chief and the City Manager in reviewing an employee's productivity, the quality and quantity of his/her output, attitude, working relationships and growth on the job. Second, it assists individual employees in achieving maximum work output by establishing work standards and objectives, reviewing progress toward goals and planning the employee's future development. Third, performance evaluations identify those whose performance needs improvement and those who exceed standards.

9.2 Schedule

Performance evaluations for Firefighter Paramedics in the Firefighter Paramedic Development Program shall be prepared and completed in accordance with the schedule outlined in Chapter III (Hiring, Development, Promotion) of the Santee Fire Department SOPs.

Performance evaluations for all other fire personnel shall be prepared within fifteen (15) working

days of the employee's salary anniversary date each year.

Supervisors are authorized to evaluate a subordinate's performance as often as the supervisor deems appropriate or at the request of an employee.

9.3 Authority to Complete Performance Evaluations

The Fire Chief shall have the authority to complete evaluations of performance. However, he or she may delegate such authority to subordinate supervisors who are most familiar with the work of the employees to be evaluated. The Fire Chief shall review and approve all performance evaluations of personnel under his or her authority.

9.4 Routing and Approval Process for Performance Evaluations

Performance evaluations shall be prepared by the assigned Fire Captain. The Fire Captain shall route the performance evaluation to his or her assigned Battalion Chief for review and approval. The Fire Chief shall then review and approve the performance evaluation and send to the Human Resources Department for review and approval. Human Resources may forward the performance evaluation to the City Manager for review. The performance evaluation will be sent back to the Fire Captain who will review the evaluation in a private meeting with the employee.

The employee shall sign the performance evaluation to acknowledge that the employee is aware of its contents and has discussed the evaluation with his or her supervisor. The employee's signature on the evaluation does not necessarily indicate agreement with its contents. The employee will receive a copy of the evaluation after the meeting with the supervisor and a copy of the evaluation will be placed in the employee's personnel file.

9.5 Appeal

9.5.1 Appeal Process

An employee may appeal an overall rating of Progress Needed for a performance evaluation by submitting a written request of appeal to the Fire Captain who prepared the performance evaluation and to the employee's Battalion Chief within seven (7) calendar days after receipt of the final performance evaluation routed under Section 9.4 of this MOU. The Battalion Chief will arrange a meeting with the employee and the Fire Captain who prepared the performance evaluation to discuss the employee's request of appeal. The meeting shall take place within fourteen (14) calendar days of receipt of the employee's written request. If the employee is not satisfied with the result of the meeting with the Fire Captain and Battalion Chief, he or she may request to meet with the Fire Chief. The Fire Chief may investigate further the facts presented by the employee on the performance evaluation and render a decision on the ratings.

If the employee is still not satisfied with the decision of the Fire Chief, he or she may request in writing a meeting with the City Manager within fourteen (14) calendar days of receipt of the Fire Chief's decision to discuss and review the employee's performance evaluation and overall rating. The City Manager will hear the appeal and then reaffirm, modify or revoke the performance evaluation issued by the Fire Chief based on his or her findings. The decision of the City Manager is final. The final performance evaluation will be placed in the employee's personnel file.
9.5.2 Written Comment

Pursuant to the Firefighter Procedural Bill of Rights Act, the employee shall have 30 days within which to file a written response to any adverse comments in the performance evaluation which will be placed in his or her personnel file. The written response shall be attached to and accompany the performance evaluation (GC 3256).

CHAPTER 10.0 DISCIPLINE

10.1 Purpose

It is expected that all City employees shall render the best possible service and reflect a positive image on the City. Therefore, high standards of professional and personal conduct are essential. When an employee's performance or conduct is deemed improper, disciplinary action is necessary to correct deficiencies, to assure improvement to meet appropriate standards and/or to correct for violations against City or Fire Department Rules. Grounds for discipline include failing to meet any of the stated employee conduct rules found in City of Santee Personnel Rule **11.0**.

10.2 Disciplinary Action

When disciplinary action occurs, the affected employee shall be informed in writing of all reports, memorandums and/or records placed in his/her personnel file. Listed below are the disciplinary actions which may be utilized by a supervisor or Fire Chief. Failure to correct deficiencies and/or improve to meet standards may result in further discipline. All provisions of this section comply with the Firefighters Procedural Bill of Rights Act (Government Code, Section 3250-3262).

10.2.1 Oral Reprimand

A supervisor may orally communicate to the employee the deficiency or problem observed. The facts of the oral reprimand shall be put in writing, but noted as an oral warning, and placed in the employee's personnel file.

10.2.2 Written Reprimand

A written reprimand may be prepared by a supervisor and a copy shall be placed in the employee's personnel file after it has been discussed with the employee and after the employee has an opportunity to sign the written reprimand. A copy shall also be given to the employee.

10.2.3 Suspension

The Fire Chief may suspend an employee without pay for up to thirty (30) calendar days for disciplinary purposes. An employee suspended without pay shall not accrue sick leave, vacation or any other benefit which normally accrues based on time worked.

10.2.4 Reduction in Pay

The Fire Chief may reduce an employee's pay to a lower step within a range or lower part of band as a disciplinary action.

10.2.5 Demotion

An employee may be disciplined through demotion by the Fire Chief. No employee shall be demoted to a position which is not available and for which he/she does not possess the minimum

qualifications.

10.2.6 Dismissal

A regular employee may be dismissed for disciplinary purposes by the Fire Chief. A probationary employee may be dismissed at any time during the probationary period without cause or the right to appeal.

10.3 Notification of Proposed Disciplinary Action

When the disciplinary action to be taken includes reduction in pay, suspension, demotion, or termination, the affected employee shall be given written preliminary notice of the intention to impose the disciplinary action. If the good of the service demands immediate action, written notice shall be given as soon as possible under the circumstances. Notification shall include:

- a. Written notice of the proposed action stating the date it is intended to become effective and the specific grounds and particular facts upon which the action will be taken.
- b. Any known written materials, reports, or documents upon which the action is based.
- c. The employee will also be provided with his or her rights to respond to the proposed charges, and given a time and date to respond orally or in writing (at least 7 calendar days after the employee receives the notice).
- d. All disciplinary actions against probationary and non-permanent employees do not call for notification, review, or appeal.
- e. The employee's rights of appeal to the City Manager.

10.4 Pre-Disciplinary Conference or Written Response

10.4.1 Employee Response

After receiving the Notice of Intent to Discipline, the employee has 7 calendar days to respond either orally or in writing to the charges. This is the employee's opportunity to provide information in response to the proposed action taken by the Fire Chief. An employee may submit a written response to the Notice of Intent to Discipline in addition or in lieu of the oral response.

10.4.2 Final Decision

The Fire Chief shall notify the employee in writing of his or her decision within 30 days of the decision, but not less than 48 hours prior to imposing the discipline in accordance with the Firefighters Procedural Bill of Rights Act, Government Code Section 3254 (f).

10.5 Appeal of Decision

10.5.1 Appeal of Written Reprimand

An employee may appeal a written reprimand issued by the Fire Chief to the City Manager by submitting a written notice of appeal within seven (7) calendar days after receipt of the written reprimand by the Fire Chief. The City Manager may designate a Department Director or Assistant to the City Manager to hear the appeal and make a written report and recommendation to the City Manager, or the City Manager may hear the appeal of the employee. The City Manager may then reaffirm, modify, or revoke the written reprimand issued by the Fire Chief based on his/her findings

or those of the designee. The decision of the City Manager is final and the written reprimand shall be placed in the employee's personnel file.

10.5.2 Appeal of Discipline under MOU Sections 10.2.3 through 10.2.6

An employee may appeal a decision of the Fire Chief to implement discipline under Sections 10.2.3 through 10.2.6 by submitting a written notice of appeal to the Human Resources Director within seven (7) calendar days after receipt of the final notice of discipline by the Fire Chief.

The Human Resources Director will immediately notify the City Manager and Fire Chief of the employee's request for appeal and, in accordance with Government Code Section 3254.5 of the Firefighter Procedural Bill of Rights Act and Section 11517 (c) of the Administrative Procedures Act, arrange for a hearing before an administrative law judge.

Pursuant to Government Code 11517 (c), 2, the City Manager will review the proposed decision of the administrative law judge and may take one of the following actions:

- i. Adopt the proposed decision in its entirety.
- ii. Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
- iii. Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the agency under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision.
- iv. Reject the proposed decision and refer the case to the same administrative law judge if reasonably available, otherwise to another administrative law judge, to take additional evidence. If the case is referred to an administrative law judge or she shall prepare a revised proposed decision, based upon the additional evidence and the transcript and other papers that are part of the record of the prior hearing.
- v. Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties, the City Manager may decide the case upon the record without including the transcript. If the City Manager acts pursuant to this subparagraph, all of the following provisions apply:

(i) A copy of the record shall be made available to the parties. The City of Santee may require payment of fees covering direct costs of making the copy.

(ii) The City Manager shall not decide any case provided for in this subdivision without affording the parties the opportunity to present either oral or written argument before the City Manager.

(iii) The authority of the City Manager to decide the case includes authority to decide some but not all issues in the case.

(iv) If the City Manager elects to reject the proposed decision and decide the case, the City Manager shall issue a decision not later than 100 days after rejection of the proposed decision. If the City Manager elects to a transcript of the proceedings before the administrative law judge, the City Manager shall issue his or her final decision not later than 100 days after receipt of the transcript. If the City Manager finds that a further delay is required by special circumstance, the City Manager shall issue an order delaying the decision for

no more than 30 days and specifying the reasons therefore. The order shall be subject to judicial review pursuant to Section 11523.

CHAPTER 11.0 GRIEVANCE PROCEDURE

11.1 Purpose

There are hereby established procedures which are intended to provide opportunities for employees of the Santee City Fire Department to bring forth their views in relation to any unfair or improper aspect of their employment situation and to seek correction thereof.

The purpose of this procedure is:

- A. To promote improved employer-employee relations by establishing procedures on matters for which there is not another appeals procedure or hearing provided by other regulations.
- B. To assure fair and equitable treatment of all employees and promote harmonious relations among employees, supervisors and management.
- C. To encourage settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances throughout the supervisor levels when necessary.
- D. To provide a just and equitable method for the resolution of grievances without prejudice, coercion or reprisal.

11.2 Definition

For the purpose of this Grievance Procedure, a grievance is defined as follows:

A complaint by an employee or the Association of an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding or Rules and Regulations.

11.3 Scope and Limitations

A grievance does not include:

- A. Matters reviewable under some other City administrative procedure;
- B. Requests or complaints the solutions of which would require modification of a policy established by the City Council or law in the form of a resolution or ordinance;
- C. Any matter involving the initiation or renewal of memorandum of understanding, the resolution of impasses, or any other matter which is beyond the scope of representation;
- D. Requests or complaints involving the discipline of a probationary or temporary employee.

11.4 Procedures

11.4.1 Informal Grievance Procedure

A. Employees shall have fifteen (15) calendar days after the alleged grievable incident

or condition in which to initiate these procedures.

- B. An attempt shall be made to adjust all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief.
- C. The Fire Chief will deliver his or her determination on the informal grievance in writing to the employee within 21 calendar days of receiving notice of the employee initiating the informal grievance procedure. The Fire Chief may request one extension within 48 hours prior to the 21st day. The extension will be contingent upon approval of the Association, to make and deliver his or her determination on the informal grievance, so long as the total time taken to make and deliver a determination in writing is no longer than 30 calendar days from the date the Fire Chief received notice of the employee initiating the informal grievance procedure. The Association will respond to the Fire Chief's request for an extension within 48 hours of the request being made. If no response is received, the extension will automatically be granted within the time frames outlined in this provision.

11.4.2 Formal Grievance Procedure

- A. If the above informal grievance procedure does not result in resolution of the grievance, the complaint shall then be reduced to writing on Grievance Form 2009-1 within seven (7) calendar days upon receipt of the Fire Chief's determination. Said complaint shall set forth the facts necessary to the understanding of the issues involved, the inequity or damage suffered by the employee and the relief sought as outlined in Grievance Form 2009-1. The complaint shall be signed by the employee and the employee's Association representative, and shall be submitted in three (3) copies to the employee's the immediate supervisor. The supervisor shall submit all three (3) copies to the Fire Chief.
- B. After receipt of said written complaint, a fact-finding committee shall be formed. The fact-finding committee will consist of one member appointed by the Fire Chief and one member appointed by the Association. The fact-finding committee will investigate the circumstances surrounding the grievance. They shall have the power to interview principals and witnesses as deemed necessary to ascertain the facts of the case. They shall each reduce the facts into a written report within fifteen (15) calendar days after committee formation. Three (3) copies of the written report shall be made, one copy of which shall be transmitted to the employee, one copy to the employee's representative and one copy to the Fire Chief. The employee shall receive only the final report.
- C. After review of the written grievance submitted by the employee and after consideration of the written reports from the fact-finding committee, the Fire Chief may further investigate the facts and issues surrounding the grievance. Within fifteen (15) calendar days of the receipt of fact-finding committee reports, the Fire Chief shall reply to the employee in writing stating his/her determination. Three (3) copies of such determination shall be made, one (1) copy of which shall be transmitted to the employee, one to the Association, and one (1) shall be retained by the Fire Chief.
- D. If the employee wishes to process the grievance further, he/she shall, within seven

(7) calendar days of the receipt of the Fire Chief's determination, notify the Human Resources Director in writing, who will immediately notify the City Manager of such request. After investigation and discussion with the employee, but not later than twenty-one (21) calendar days after the request was submitted by the employee to the Human Resources Director, the City Manager will submit his or her written determination to the employee.

11.4.3 Arbitration Process

- A. If the grievance is not satisfactorily resolved by use of 11.4.1 or 11.4.2 above, the employee must appeal in writing to the City Manager within seven (7) calendar days of receiving the City Manager's written determination. Three copies of the appeal by the employee at this step must be submitted: one copy to the City Manager, one copy to the Human Resources Director and one copy to the Association President.
- B. Steps for choosing an arbitrator are as follows:
 - 1. The City and Association agree to use the State Mediation and Conciliation Service.
 - 2. A list of 7 arbitrators shall be requested from the SMCS.
 - 3. The City shall strike one name first and alternate until there is one name left on the list.
 - 4. The last name will be chosen as the Arbitrator.
- C. The arbitration costs shall be divided evenly between the City and the Association. Arbitration costs include the cost of the arbitrator and court reporter. If the Arbitrator orders a transcription, the cost of the transcription shall be divided evenly between the City and the Association. If either the City or the Association orders a transcription, the party responsible for ordering the transcription will be responsible for the entire cost of the transcription. In the case that the Santee Firefighters Association does not support the grievance continuing to arbitration, all arbitration costs as defined in this section will be shared equally between the City and the employee. The employee or Association will be responsible for the cost of his or her own representation or attorney fees and preparation of documents.
- D. The arbitrator's advisory decision shall be submitted to the City Manager who shall immediately notify the Mayor of receipt of the arbitrator's advisory decision. The City Manager shall submit to the Mayor two (2) copies of the original grievance complaint along with copies of the reports of the fact-finding committee, the Fire Chief's conclusions, the City Manager's determination, the employee's request for appeal, and the arbitrator's advisory decision.

11.4.4 City Council Review

The Mayor shall, without delay, arrange a review of the arbitrator's advisory decision along with the additional supporting documentation in 11.4.3 (D) at one of the two regularly scheduled subsequent City Council meetings with the City Council. In accordance with the requirements of the Brown Act, as interpreted by the City, the City Council will, unless otherwise required, consider the grievance in a properly noticed and agendized closed session. As provided in and required by the Brown Act, the City Council may, but is not required to, invite into the closed session any person who may possess information that the City Council, in its discretion, deems

necessary to its determination of the issues, unless the Brown Act precludes the attendance of the person in closed session. The City and the Association acknowledge and agree that a grievance considered under this provision of the MOU is not subject to the advance notice and public employee open session election procedures found in the Brown Act, specifically, Government Code section 54957(b)(2).

- A. At such meeting, all supporting documentation and the materials provided by the advisory arbitrator shall be reviewed, discussed and an effort shall be made to arrive at a satisfactory resolution of the issue.
- B. Within fourteen (14) calendar days after the City Council meeting, the Council shall affirm, modify, or reject the advisory decision, and shall forthwith make its decision in writing to all concerned parties.

11.5 General Provisions

- A. No part of the grievance procedure shall be placed in the employee's record.
- B. Employees shall be assured freedom from reprisal for using the grievance procedure.
- C. The employee and his/her representative may use a reasonable amount of work time in preparing and presenting the grievance.
- D. The time limits described in the procedures laid down in Article 10.4 may be extended to a definite date by mutual consent.

CHAPTER 12.0 SENIORITY

12.1 Definition

12.1.1 Department Seniority

An employee's most recent period of unbroken, continuous service with the City. Employees shall not attain department seniority until the completion of the required probationary period, at which time department seniority shall relate back to the commencement of the most recent date of appointment.

12.1.2 Classification Seniority

The period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the probationary period in that classification, at which time seniority classification shall relate back to the most recent date of appointment to such classification.

12.2 Seniority Credit

12.2.1 Computing Seniority

In computing seniority, credit shall be given for all classified service in the City except that a resignation or discharge shall be considered a break in service and seniority credit shall be given for any service rendered prior to that break, as provided below.

12.2.2 Absences

Seniority credit shall be allowed only for the following types of absence from a position in the classified service:

- A. Absence without pay not exceeding four (4) working shifts or seven (7) calendar days.
- B. Absence during authorized vacation or annual leave.
- C. Absence on leave for active service in the Armed Forces of the State of California or the United States of America.
- D. In the event that an employee does not complete the probationary period in his/her classification due to layoff, seniority shall be allowed for the new service classification upon completion of that probationary period.
- E. Absence on leave made necessary by injuries sustained in the line of duty.
- F. Absence on leave without pay made necessary by injuries not sustained in the course of employment by the City.
- G. Absence on leave while on loan to another agency if, in the opinion of the Fire Chief, the City stands to benefit from the specific experience obtained from such other employment or activity.
- H. Transfer to LTD shall be treated as continuous service for the purpose of racking seniority with the City and Department.

12.3 Other Seniority Credit Provisions

12.3.1 Computing Length of Service

In computing length of service, all periods of absence without pay in excess of four (4) shifts or seven (7) calendar days, notwithstanding the reason or necessity, therefore, shall be deducted and no seniority credit granted.

12.3.2 Temporary Fill in another Position

Seniority credits for periods of absence from one class in order to temporarily fill in another position shall be granted in the former position.

12.3.3 Suspension or Separation

If an employee is suspended/ separated through no fault of his/her own and is later reinstated, he/she shall not lose any seniority credit for any period of actual service; if, however, he/she has been separated from service by resignation or discharge for cause and is again employed, he/she shall not receive any seniority credit for service rendered prior to his/her separation from service.

12.3.4 Two or More Employees Appointed on the Same Date to the Same Classification

When two or more Firefighter Paramedics are appointed on the same date, the order of precedence shall be determined by the order of the relative position of such employees on the eligibility list, using scores to the hundredth decimal in case of ties, from which said employees were appointed.

For Fire Engineers and Fire Captains, the Fire Chief may appoint two or more Fire Engineers or promote two or more Fire Captains by separating the appointment dates or promotional dates by at least one day.

12.3.5 Seniority Credit after Three Years of Continuous Service

Seniority credit shall be awarded for service rendered prior to resignation or discharge after the completion of three (3) years continuous service.

CHAPTER 13.0 REDUCTION IN FORCE

13.1 Guidelines

Reduction in force shall be based on Seniority, least senior first. Should a reduction in force be necessary, the following will apply:

- A. When a position is to be eliminated, Classification Seniority will be used as the criteria. For more than one employee with the same Class Seniority, the next criteria will be Department Seniority.
- B. An affected employee shall be given the choice of either being laid off or being reduced to the previous rank (pay grade) held.
- C. An employee being reduced may not replace an employee who has more Department Seniority, but instead must move to the next lower rank.
- D. All employees at or below Firefighter/Firefighter Paramedic shall be considered one rank for reduction in force purposes.
- E. When re-strengthening the Department, all those affected by the reduction in force shall be given the opportunity to move back into their former positions before any new personnel are hired or promoted.
- F. The time limit for rehire shall be twenty-four (24) months from date of layofffor employees who have completed initial probation. Time limit for rehire shall be twelve (12) months for employees who have not completed initial probation.

CHAPTER 14.0 MISCELLANEOUS

14.1 Medical Testing

Annual physicals have been eliminated. Effective October 1, 2009, all required medical testing for all positions covered by this MOU will be conducted on site at the Fire Stations as determined by Fire Administration and the City.

14.1.1 Firefighter Wellness

The City shall provide \$30,000 annually during the term of this MOU to be utilized for Firefighter Wellness (equipment, training, instructional aids, fitness education, advance medical screening including body scans, blood tests, etc.) administered through the Fitness Committee and subject to approval by the Fire Chief or his designee. Firefighter Wellness funds should be expended within the fiscal year in which the funds have been budgeted and in accordance with City purchasing policies and procedures. Approved uses of these funds will either be paid directly by the City or reimbursed to the Association if paid by the Association. Up to \$5,000 in Firefighter Wellness funds, if unexpended at the end of a fiscal year, may be carried forward to the subsequent fiscal year.

In addition to maintaining the current contract vendor for medical testing, the City shall also support, and fund, a second vendor for physicals and medical testing as mutually agreed upon by

the City and the Association, referred to as the Firefighter Wellness Pilot Program. This pilot program shall be during the term of this MOU and the program shall be re-visited during the next negotiations cycle. The existing \$30,000 in wellness funds shall be re-allocated towards the second vendor used for physicals. Any employee that misses their scheduled physical appointment shall have the option to: A) go to another agency participating in the Firefighter Wellness Pilot Program, or B) go to the City's occupational medicine provider in a timely fashion. No overtime compensation shall be paid for individuals that miss their on-duty scheduled physical. The City shall allocate \$5,000 annually for Firefighter Wellness to be utilized for equipment, training, instructional aides, fitness education, etc. If either party determines the Pilot Program is not mutually beneficial, the following language from the 2019-2023 MOU Section 14.1.1 Firefighter Wellness will be reinstated.

14.2 Uniforms Issued

14.2.1 Class B Uniforms - New Employees

City shall purchase and provide for new employees, and all employees shall maintain at a minimum the following Class B uniform items:

- 1. 4 pairs trousers
- 2. 4 shirts with patch
- 3. 1 belt
- 4. 1 hat
- 5. 4 t-shirts
- 6. 1 set of workout gear to include 1 work out shirt and 1 pair of shorts
- 7. 1 pair wild land boots*
- 8. 1 badge
- 9. 2 name tags
- 10. Inclement Weather Jacket

Thereafter, employees will be responsible for the purchase and maintenance of their own Class B work uniforms from the uniform reimbursement amount designated in section 2.7.1. However, the City agrees that it will replace, at no cost to the fire employee, any of the items listed above if damaged beyond normal wear and tear in the performance of duties under emergency circumstances without any negligence by the employee, as determined by the Fire Chief or Fire Chief's designee.

*Note: Wildland boots are provided by the City for all new employees and will be replaced at the City's cost as needed with approval of appropriate Chief.

14.2.2 Class A Uniforms

City shall furnish upon completion of the one year probationary period a class "A" uniform to consist of:

- 1. 1 tunic (jacket)
- 2. 1 pair trousers
- 3. 1 white shirt
- 4. 1 black tie
- 5. 1 dress belt

- 6. 1 pair black socks
- 7. Garrison cap
- 8. Shoes

Thereafter, employees will be responsible for the purchase and maintenance of their own Class A uniforms from the uniform reimbursement amount designated in section 2.7.1. However, the City agrees that it will replace, at no cost to the fire employee, any of the items listed above if damaged beyond normal wear and tear in the performance of duties under emergency circumstances without any negligence by the employee, as determined by the Fire Chief or Fire Chief's designee.

14.3 DMV License Reimbursement

The City will provide the state mandated training for employees to obtain the Firefighter endorsement on their Class C driver's license, including tuition and detached duty and/or overtime to attend Driver Operator 1A. This training will typically occur between the 12 and 24 month exams: however the timeline may be modified due to the availability of CSFM Driver Operator 1A class offerings. For those employees required to obtain / maintain a Firefighter Endorsement, the City will reimburse the amount attributable to the Firefighter Endorsement of their DMV renewal costs. The reimbursement will be the difference between the cost of a Class C license and the required endorsement to operate firefighting apparatus.

14.4 Tobacco and Smoking Prohibition

Employees hired after 10/28/92 shall be non-smokers and are required to remain non-smokers throughout their employment. Additionally, employees hired after 7/1/09 shall not smoke or use any tobacco product either on or off-duty while employed by the City of Santee.

14.5 Secondary Employment

Employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to their duties with the City, as more fully set forth in Government Code Section 1126.

14.6 Impasse: Declaration and Resolution

An impasse shall be declared only after the last best offer of each party has been rejected by the other by vote of the City Council in the case of the City and the general membership in the case of the Association. Every reasonable effort shall be made on the part of both parties to avoid impasse. If an impasse has been reached (as defined in this Article of the parties' Agreement), the parties may agree to submit the dispute to mediation, and agree on the selection of the mediator. The mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues. If the parties do not agree on mediation or the selection of a mediator, or having so agreed, the impasse has not been resolved, all issues shall be submitted to the City Council for its determination and such action as it in its discretion deems appropriate as in the public interest. Any action taken by the Council on the impasse shall be final and binding.

CHAPTER 15.0 EFFECT OF AGREEMENT

It is agreed that the specific provisions contained in this Agreement shall prevail over City practices and procedures and over state laws to the extent permitted by state law. Signed and witnessed the 23rd day of August 2023 at Santee, San Diego County, California.

CITYOFSANTEE

SANTEE FIREFIGHTERS' ASSOCIATION, INC.

Marlene Best City Manager Adam Daniels Employer-Employee Relations Committee

Dustyn Garhartt, President Santee Firefighters' Association

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, APPROVING AMENDED SALARY SCHEDULES FOR SFFA REPRESENTED FIRE EMPLOYEES, GENERAL EMPLOYEES, MANAGEMENT AND ELECTED OFFICIALS TO REFLECT SALARY SCHEDULE UPDATES FOR FY 2023-2024 AND AUTHORIZING THE APPROPRIATION OF \$966,830 TO THE FISCAL YEAR 2023-24 ADOPTED OPERATING BUDGET

WHEREAS, the Santee Firefighters' Association and the City of Santee have negotiated a Memorandum of Understanding (SFFA MOU) which has been approved and adopted by the City Council and which contains salary increases for those represented Fire Department employees; and

WHEREAS, on April 26, 2023, the City Council heard the recommendation(s) from the Salary Setting Advisory Committee and approved the recommendation for elected officials to have parity with City employees regarding salary increases and increased auto allowances; and

WHEREAS, the City Council has considered and authorizes the following salary adjustments for general employees, management, and elected officials:

- a. 4.0% effective July 6, 2023, for general employees and management
- b. Management employees eligible for the COLA include the positions of City Manager and City Clerk
- c. 4.0% effective August 31, 2023, for elected officials
- d. 4.0% effective July 4, 2024, for general employees, management, and elected officials; and

WHEREAS, the position of Assistant Planner has been established; and the salary schedule has been updated to reflect the new position and salary range; and

WHEREAS, to implement the terms of the SFFA MOU and to reflect the salary adjustments for general employees, management and elected officials, the City is required to amend the Salary Schedules for Fiscal Year 2023-2024; and

WHEREAS, the Council authorizes the appropriation of funds in the amount of \$966,830 to the Fiscal Year 2023-2024 adopted operating budget.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Santee, California, does hereby approve and adopt the addition of the Assistant Planner position, the FY 23-24 Salary Schedules as presented in Exhibit "A" and Exhibit "B" of the Resolution are hereby updated, and the City Council authorizes the appropriation of \$966,830 to the Fiscal Year 2023-24 Adopted Operating Budget.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 23rd day of August 2023, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

Attachments: Exhibit "A" FY 23-24 Salary Schedule (SFFA, GENERAL AND MANAGEMENT effective 7/6/23 and ELECTED OFFICIALS effective 8/31/23) Exhibit "B" FY 23-24 Salary Schedule (SFFA effective 7/4/24)

Classification	[Α	В	C	D	E
Fire Captain / PM	Hourly	35.72	37.51	39.39	41.36	43.42
Base salary	Annual	104,028.72	109,231.32	114,692.55	120,426.34	126,448.36
Educational Incentive						
Fire Captain / PM	Hourly	36.26	38.07	39.98	41.98	44.07
31-45 units = 1.5% over base	Annual	105,588.93	110,869.81	116,413.04	122,232.91	128,345.12
Fire Captain / PM	Hourly	36.80	38.64	40.57	42.60	44.73
46 units and over = 3.0% over base	Annual	107,149.37	112,508.27	118,133.53	124,038.81	130,241.53
Fire Captain / PM	Hourly	37.33	39.20	41.16	43.22	45.38
A.A. Degree = 4.5% over base	Annual	108,710.01	114,146.42	119,853.65	125,845.38	132,138.25
Fire Captain / PM	Hourly	37.87	39.76	41.75	43.84	46.03
Bachelor Degree = 6% over base	Annual	110,270.21	115,784.87	121,574.14	127,651.97	134,035.37

Classification	[Α	В	C	D	E
Fire Captain	Hourly	34.19	35.90	37.69	39.57	41.55
Base salary	Annual	99,548.87	104,527.25	109,753.33	115,240.41	121,002.45
Educational Incentive						
Fire Captain	Hourly	34.70	36.43	38.26	40.17	42.18
31-45 units = 1.5% over base	Annual	101,042.05	106,094.93	111,399.97	116,969.06	122,817.53
Fire Captain	Hourly	35.21	36.97	38.82	40.76	42.80
46 units and over = 3.0% over base	Annual	102,535.57	107,662.95	113,045.93	118,697.37	124,632.61
Fire Captain	Hourly	35.72	37.51	39.39	41.36	43.42
A.A. Degree = 4.5% over base	Annual	104,028.72	109,230.99	114,692.23	120,426.34	126,447.69
Fire Captain	Hourly	36.24	38.05	39.95	41.95	44.05
Bachelor Degree = 6% over base	Annual	105,521.90	110,798.70	116,338.85	122,154.68	128,262.75

Classification	[Α	В	C	D	E
Fire Engineer/PM	Hourly	30.65	32.15	33.73	35.45	37.13
Base salary	Annual	89,242.24	93,622.09	98,220.06	103,230.85	108,120.24
Educational Incentive						
Fire Engineer / PM	Hourly	31.11	32.63	34.24	35.98	37.69
31-45 units = 1.5% over base	Annual	90,581.12	95,026.26	99,693.03	104,779.39	109,741.90
Fire Engineer / PM	Hourly	31.57	33.11	34.74	36.51	38.24
46 units and over = 3.0% over base	Annual	91,919.67	96,430.81	101,166.63	106,327.52	111,363.64
Fire Engineer / PM	Hourly	32.03	33.60	35.25	37.05	38.80
A.A. Degree = 4.5% over base	Annual	93,258.19	97,834.99	102,639.90	107,876.04	112,985.66
Fire Engineer / PM	Hourly	32.49	34.08	35.75	37.58	39.36
Bachelor Degree = 6% over base	Annual	94,597.10	99,239.54	104,113.16	109,424.57	114,607.38

Classification	[Α	В	C	D	E
Fire Engineer	Hourly	29.18	30.61	32.12	33.75	35.35
Base salary	Annual	84,974.48	89,144.00	93,522.76	98,293.94	102,950.02
Educational Incentive						
Fire Engineer	Hourly	29.62	31.07	32.60	34.26	35.88
31-45 units = 1.5% over base	Annual	86,249.21	90,481.30	94,925.76	99,768.36	104,494.21
Fire Engineer	Hourly	30.06	31.53	33.08	34.77	36.41
46 units and over = 3.0% over base	Annual	87,523.90	91,818.30	96,328.43	101,242.81	106,038.80
Fire Engineer	Hourly	30.49	31.99	33.56	35.27	36.94
A.A. Degree = 4.5% over base	Annual	88,798.28	93,155.61	97,731.40	102,717.26	107,583.00
Fire Engineer	Hourly	30.93	32.45	34.04	35.78	37.48
Bachelor Degree = 6% over base	Annual	90,073.31	94,492.58	99,134.06	104,191.72	109,127.20

Classification		Α	В	C	D	E	F	G	Н
Firefighter Paramedic	Hourly	26.26	27.34	28.47	29.64	31.39	32.66	33.98	35.35
Base salary	Annual	76,479.98	79,621.82	82,894.33	86,300.92	91,408.62	95,101.34	98,943.52	102,950.02
Educational Incentive (after complet	ing 3 1/2 year	rs of employm	ent)				Г	G	н
Firefighter Paramedic	5-, ,	, - , - ,					L	34.49	35.88
31-45 units = 1.5% over base								100,427.49	104,494.21
Firefighter Paramedic								35.00	36.41
46 units and over = 3.0% over base								101,911.48	106,038.80
Firefighter Paramedic								35.51	36.94
A.A. Degree = 4.5% over base								103,396.15	107,583.00
Firefighter Paramedic								36.02	37.48
Bachelor Degree = 6% over base								104,880.12	109,127.20

Classification	_ [Α	В	С	D	E	F	G	Н
Firefighter	Hourly	22.29	23.40	24.46	25.80	27.09	28.44	29.86	31.36
Base salary	Annual	64,893.96	68,137.20	71,241.97	75,122.23	78,878.62	82,822.90	86,963.12	91,312.29
Educational Incentive (after completing	g 3 1/2 years	of employm	ent)					G	Н
Firefighter							_	30.31	31.83
31-45 units = 1.5% over base								88,267.75	92,681.94
Firefighter								30.76	32.30
46 units and over = 3.0% over base								89,572.09	94,051.58
Firefighter								31.21	32.77
A.A. Degree = 4.5% over base								90,876.71	95,421.57
Firefighter								31.66	33.24
Bachelor Degree = 6% over base								92,181.02	96,790.87

Range	Classification		Α	В	С	D	E
			L	_	-	· · ·	
29	Account Clerk	Hourly	24.47	25.69	26.97	28.32	29.74
		Annual	50,889.65	53,434.21	56,105.98	58,911.52	61,856.87
35	Administrative Secretary	Hourly	28.37	29.79	31.28	32.85	34.49
		Annual	59,016.64	61,967.42	65,065.85	68,319.45	71,735.31
	Assistant City Clerk	Hourly		34.11	to	48.73	
		Annual		70,952.11	to	101,360.17	
	Assistant to the City Manager	Hourly		65.29	to	92.54	
		Annual		135,796.98	to	192,492.42	
50	Assistant Engineer	Hourly	41.09	43.15	45.31	47.57	49.95
		Annual	85,473.62	89,747.56	94,235.16	98,946.61	103,894.17
58	Associate Civil Engineer /	Hourly	50.07	52.57	55.20	57.96	60.86
	Associate Traffic Engineer	Annual	104,141.17	109,348.69	114,816.44	120,557.08	126,585.20
49	Associate Planner	Hourly	40.09	42.10	44.20	46.41	48.73
		Annual	83,389.06	87,558.56	91,936.56	96,533.71	101,360.17
28	Building Development Technician I	Hourly	22.95	24.10	25.30	26.57	27.90
		Annual	49,648.51	52,131.14	54,737.62	57,474.41	60,348.29
32	Building Development Technician II	Hourly	25.33	26.60	27.93	29.33	30.79
		Annual	54,802.61	57,542.45	60,419.74	63,440.59	66,612.87
	Building Official	Hourly		59.98	to	78.26	
		Annual		124,757.39	to	162,780.09	
	City Clerk	Hourly		49.95	to	69.95	
		Annual		103,903.99	to	145,491.20	
	City Engineer	Hourly		66.70	to	90.35	
		Annual		138,743.11	to	187,917.88	
	City Manager	Hourly		121.29	to	121.29	
	(Single Rate)	Annual		252,265.32	to	252,265.32	

Range	Classification		Α	В	С	D	E
						· ·	
26	Code Compliance Assistant	Hourly	22.72	23.86	25.05	26.30	27.62
		Annual	47,256.05	49,618.93	52,099.85	54,704.97	57,440.03
44	Code Compliance Officer	Hourly	35.43	37.21	39.07	41.02	43.07
		Annual	73,703.86	77,388.84	81,258.59	85,321.23	89,587.32
46	Confidential Accountant	Hourly	37.23	39.09	41.04	43.10	45.25
		Annual	77,435.13	81,306.89	85,372.26	89,640.72	94,122.88
46	Confidential Payroll Specialist	Hourly	37.23	39.09	41.04	43.10	45.25
		Annual	77,435.13	81,306.89	85,372.26	89,640.72	94,122.88
46	Confidential Secretary	Hourly	37.23	39.09	41.04	43.10	45.25
	to City Manager/Council	Annual	77,435.13	81,306.89	85,372.26	89,640.72	94,122.88
	Crossing Guards ^ (Single Rate)	Hourly			15.53		
	Deputy Fire Chief	Hourly		65.72	to	89.92	
		Annual		136,703.13	to	187,042.97	
35	Development Services Technician	Hourly	28.37	29.79	31.28	32.85	34.49
	·	Annual	59,016.64	61,967.42	65,065.85	68,319.45	71,735.31
	Director of	Hourly		71.54	to	95.39	
	Community Services	Annual		148,808.40	to	198,419.14	
	Director of	Hourly		70.79	to	95.43	
	Development Services	Annual		147,241.94	to	198,501.85	
	Director of	Hourly		70.79	to	95.43	
	Engineering/City Engineer	Annual		147,241.94	to	198,501.85	
	Director of Finance /	Hourly		74.79	to	100.63	
	City Treasurer	Annual		155,568.42	to	209,319.56	
	Director of Fire & Life Safety	Hourly		84.94	to	110.87	
	(Fire Chief)	Annual		176,678.14	to	230,616.55	

Range	Classification		Α	В	С	D	E
	Director of Human Resources	Hourly		69.85	to	94.30	
		Annual		145,287.79	to	196,138.76	
	Director of	Hourly		70.79	to	95.43	
	Planning & Building/City Planner	Annual		147,241.94	to	198,501.85	
	Economic Development Manager	Hourly		43.99	to	59.38	
		Annual		91,491.56	to	123,514.41	
48	Engineering Inspector	Hourly	39.11	41.07	43.12	45.28	47.54
		Annual	81,355.21	85,422.96	89,693.82	94,178.67	98,887.73
39	Equipment Mechanic	Hourly	31.32	32.88	34.53	36.26	38.07
		Annual	65,143.44	68,400.74	71,820.72	75,411.81	79,182.18
17	Emergency Medical Technician	Hourly	18.19	19.10	20.06	21.06	22.11
		Annual	37,839.27	39,730.92	41,717.84	43,803.79	45,993.81
	Emergency Medical Technician ^	Hourly		17.49	to	21.26	
35	Equipment Operator	Hourly	28.37	29.79	31.28	32.85	34.49
		Annual	59,016.64	61,967.42	65,065.85	68,319.45	71,735.31
38	Facilities Maintenance Supervisor	Hourly	30.56	32.08	33.69	35.37	37.14
		Annual	63,554.59	66,732.29	70,068.87	73,572.54	77,251.07
25	Facilities Maintenance Technician	Hourly	22.17	23.27	24.44	25.66	26.94
		Annual	46,103.36	48,408.39	50,829.10	53,370.26	56,038.64
35	Field Inspector	Hourly	28.37	29.79	31.28	32.85	34.49
		Annual	59,016.64	61,967.42	65,065.85	68,319.45	71,735.31
	Finance Manager	Hourly		55.22	to	74.55	
		Annual		114,867.87	to	155,071.70	
	Fire Battalion Chief	Hourly		41.88	to	56.78	
	(2920 hours)	Annual		122,294.29	to	165,787.46	
	Fire Battalion Chief - Administration	Hourly		58.80	to	79.71	
	(2080 hours)	Annual		122,294.29	to	165,787.46	

Range	Classification		Α	В	С	D	E
44	Fire Inspector	Hourly	35.43	37.21	39.07	41.02	43.07
44	The hispector	Annual	73,703.86	77,388.84	81,258.59	85,321.23	89,587.32
		Annual	73,703.00	77,500.04	01,230.33	05,521.25	03,307.32
	Fire Marshal	Hourly		55.22	to	74.55	
		Annual		114,867.87	to	155,071.70	
	Graduate Intern ^	Hourly		15.53	to	21.32	
38	Human Resources Technician	Hourly	30.56	32.08	33.69	35.37	37.14
		Annual	63,554.59	66,732.29	70,068.87	73,572.54	77,251.07
53	Information Technology Analyst	Hourly	44.25	46.47	48.79	51.23	53.79
		Annual	92,045.78	96,648.03	101,480.93	106,554.73	111,882.66
	Information Technology Manager	Hourly		50.20	to	67.78	
		Annual		104,425.33	to	140,974.34	
35	Irrigation Specialist	Hourly	28.37	29.79	31.28	32.85	34.49
		Annual	59,016.64	61,967.42	65,065.85	68,319.45	71,735.31
29	Landscape and	Hourly	24.47	25.69	26.97	28.32	29.74
	Irrigation Maintenance Worker	Annual	50,889.65	53,434.21	56,105.98	58,911.52	61,856.87
48	Lead Equipment Mechanic	Hourly	39.11	41.07	43.12	45.28	47.54
		Annual	81,355.21	85,422.96	89,693.82	94,178.67	98,887.73
29	Maintenance Worker	Hourly	24.47	25.69	26.97	28.32	29.74
		Annual	50,889.65	53,434.21	56,105.98	58,911.52	61,856.87
46	Management Analyst	Hourly	37.23	39.09	41.04	43.10	45.25
		Annual	77,435.13	81,306.89	85,372.26	89,640.72	94,122.88

Range	Classification	-	A	В	С	D	E
	Marketing Aide^	Hourly		15.53	to	21.32	
	Marketing Coordinator	Hourly		34.11	to	48.73	
		Annual		70,952.11	to	101,360.17	
	Marketing Manager	Hourly Annual		47.75 99,316.97	to to	64.48 134,109.32	
				,		,	
28	Marketing Specialist	Hourly Annual	23.87 49,648.51	25.06 52,131.14	26.32 54,737.62	27.63 57,474.41	29.01 60,348.29
34	Marketing Specialist II	Hourly	27.68	29.07	30.52	32.04	33.65
51		Annual	57,577.16	60,456.15	63,478.71	66,652.70	69,985.20
	Office Assistant ^	Hourly		15.53	to	21.32	
48	Parks & Landscape Supervisor	Hourly Annual	39.11 81,355.21	41.07 85,422.96	43.12 89,693.82	45.28 94,178.67	47.54 98,887.73
	Principal Civil Engineer	Hourly Annual		62.05 129,063.37	to to	84.04 174,807.33	
	Principal Planner	Hourly		49.17	to	66.38	
		Annual		102,279.34	to	138,079.29	
	Principal Traffic Engineer	Hourly Annual		62.05 129,063.37	to to	84.04 174,807.33	
38	Procurement Specialist	Hourly Annual	30.56 63,554.59	32.08 66,732.29	33.69 70,068.87	35.37 73,572.54	37.14 77,251.07
	Public Services Manager	Hourly Annual		47.75 99,316.97	to to	64.48 134,109.32	
43	Public Works Supervisor	Hourly	34.57	36.30	38.11	40.02	42.02
		Annual	71,906.11	75,501.29	79,276.44	83,240.40	87,402.05
	Recreation Aide ^	Hourly		15.53	to	18.21	

Range	Classification		Α	В	С	D	E
<u> </u>				L	1	<u> </u>	
28	Recreation Coordinator	Hourly	23.87	25.06	26.32	27.63	29.01
		Annual	49,648.51	52,131.14	54,737.62	57,474.41	60,348.29
	Recreation Leader ^	Hourly		16.56	to	19.67	
	Recreation Services Manager	Hourly		47.75	to	64.48	
		Annual		99,316.97	to	134,109.32	
	Recreation Supervisor	Hourly		34.11	to	48.73	
		Annual		70,952.11	to	101,360.17	
36	Senior Account Clerk	Hourly	29.08	30.54	32.06	33.67	35.35
		Annual	60,492.18	63,516.81	66,692.82	70,027.39	73,529.00
53	Senior Accountant	Hourly	44.25	46.47	48.79	51.23	53.79
		Annual	92,045.78	96,648.03	101,480.93	106,554.73	111,882.66
50	Senior Building Inspector	Hourly	41.09	43.15	45.31	47.57	49.95
		Annual	85,473.62	89,747.56	94,235.16	98,946.61	103,894.17
	Senior Civil Engineer /	Hourly		54.39	to	73.96	
	Senior Traffic Engineer	Annual		113,134.63	to	153,841.33	
	Senior Human Resources Analyst	Hourly		45.06	to	60.83	
		Annual		93,723.06	to	126,526.97	
	Senior Management Analyst	Hourly		42.91	to	57.93	
		Annual		89,260.07	to	120,501.86	
	Senior Management Analyst/	Hourly		45.06	to	60.83	
	Grant Coordinator	Annual		93,723.07	to	126,526.97	
	Senior Planner	Hourly		42.76	to	57.73	
		Annual		88,937.90	to	120,069.10	
	Special Events Supervisor	Hourly		34.11	to	48.73	
		Annual		70,952.11	to	101,360.17	

Range	Classification	_	A	В	С	D	E
	Storm Water Program Assistant [^]	Hourly		28.73	to	34.92	
50	Storm Water Program Coordinator	Hourly Annual	41.09 85,473.62	43.15 89,747.56	45.31 94,235.16	47.57 98,946.61	49.95 103,894.17
	Student Intern ^	Hourly		15.53	to	19.67	
	Technical Professional Expert ^	Hourly		50.00	to	160.00	

^Part-time, temporary status

CITY OF SANTEE MAYOR AND CITY COUNCIL MEMBERS SALARY SCHEDULE EFFECTIVE AUGUST 31, 2023

Range	Classification		
	City Council Member	Monthly	1,851.87
		Annual	22,222.39
	Mayor	Monthly	3,120.97
		Annual	37,451.61

Classification	[Α	В	C	D	E
Fire Captain / PM	Hourly	37.87	39.76	41.75	43.84	46.03
Base salary	Annual	110,270.45	115,785.21	121,574.10	127,651.92	134,035.26
Educational Incentive						
Fire Captain / PM	Hourly	38.44	40.36	42.38	44.49	46.72
31-45 units = 1.5% over base	Annual	111,924.27	117,522.00	123,397.83	129,566.89	136,045.83
Fire Captain / PM	Hourly	39.00	40.95	43.00	45.15	47.41
46 units and over = 3.0% over base	Annual	113,578.44	119,258.77	125,221.54	131,481.14	138,056.02
Fire Captain / PM	Hourly	39.57	41.55	43.63	45.81	48.10
A.A. Degree = 4.5% over base	Annual	115,232.61	120,995.21	127,044.87	133,396.10	140,066.55
Fire Captain / PM	Hourly	40.14	42.15	44.25	46.47	48.79
Bachelor Degree = 6% over base	Annual	116,886.42	122,731.96	128,868.59	135,311.09	142,077.49

Classification	[Α	В	C	D	E
Fire Captain	Hourly	36.24	38.05	39.95	41.95	44.05
Base salary	Annual	105,521.80	110,798.89	116,338.53	122,154.84	128,262.60
Educational Incentive						
Fire Captain	Hourly	36.78	38.62	40.55	42.58	44.71
31-45 units = 1.5% over base	Annual	107,104.57	112,460.63	118,083.97	123,987.20	130,186.58
Fire Captain	Hourly	37.32	39.19	41.15	43.21	45.37
46 units and over = 3.0% over base	Annual	108,687.70	114,122.73	119,828.69	125,819.21	132,110.57
Fire Captain	Hourly	37.87	39.76	41.75	43.84	46.03
A.A. Degree = 4.5% over base	Annual	110,270.45	115,784.85	121,573.76	127,651.92	134,034.55
Fire Captain	Hourly	38.41	40.33	42.35	44.47	46.69
Bachelor Degree = 6% over base	Annual	111,853.23	117,446.62	123,319.18	129,483.96	135,958.52

Classification	[Α	В	C	D	E
Fire Engineer/PM	Hourly	32.89	34.51	36.20	38.05	39.85
Base salary	Annual	95,779.23	100,479.91	105,414.69	110,792.51	116,040.04
Educational Incentive						
Fire Engineer / PM	Hourly	33.38	35.02	36.74	38.62	40.45
31-45 units = 1.5% over base	Annual	97,216.19	101,986.94	106,995.54	112,454.48	117,780.49
Fire Engineer / PM	Hourly	33.88	35.54	37.29	39.19	41.04
46 units and over = 3.0% over base	Annual	98,652.79	103,494.37	108,577.09	114,116.01	119,521.03
Fire Engineer / PM	Hourly	34.37	36.06	37.83	39.76	41.64
A.A. Degree = 4.5% over base	Annual	100,089.35	105,001.40	110,158.27	115,777.96	121,261.86
Fire Engineer / PM	Hourly	34.86	36.58	38.37	40.33	42.24
Bachelor Degree = 6% over base	Annual	101,526.30	106,508.83	111,739.45	117,439.92	123,002.37

Classification	[Α	В	C	D	E
Fire Engineer	Hourly	31.32	32.86	34.47	36.23	37.94
Base salary	Annual	91,198.86	95,673.80	100,373.31	105,493.98	110,491.11
Educational Incentive						
Fire Engineer	Hourly	31.79	33.35	34.99	36.77	38.51
31-45 units = 1.5% over base	Annual	92,566.96	97,109.06	101,879.08	107,076.40	112,148.41
Fire Engineer	Hourly	32.26	33.84	35.50	37.31	39.08
46 units and over = 3.0% over base	Annual	93,935.02	98,543.99	103,384.49	108,658.85	113,806.14
Fire Engineer	Hourly	32.73	34.33	36.02	37.86	39.65
A.A. Degree = 4.5% over base	Annual	95,302.76	99,979.26	104,890.22	110,241.30	115,463.46
Fire Engineer	Hourly	33.20	34.83	36.54	38.40	40.22
Bachelor Degree = 6% over base	Annual	96,671.18	101,414.17	106,395.63	111,823.76	117,120.77

Classification		Α	В	C	D	E	F	G	Н
Firefighter Paramedic	Hourly	27.84	28.98	30.17	31.41	33.27	34.62	36.02	37.47
Base salary	Annual	81,068.78	84,399.13	87,867.99	91,478.98	96,893.14	100,807.42	104,880.13	109,127.02
Educational Incentive (after complet	ing 3 1/2 year	rs of employm	ent)				ſ	G	н
Firefighter Paramedic	J-, ,						L	36.56	38.04
31-45 units = 1.5% over base								106,453.14	110,763.86
Firefighter Paramedic								37.10	38.60
46 units and over = 3.0% over base								108,026.17	112,401.13
Firefighter Paramedic								37.64	39.16
A.A. Degree = 4.5% over base								109,599.92	114,037.98
Firefighter Paramedic								38.18	39.72
Bachelor Degree = 6% over base								111,172.93	115,674.83

Classification	. [Α	В	С	D	E	F	G	Н
Firefighter	Hourly	23.62	24.80	25.93	27.35	28.71	30.15	31.66	33.24
Base salary	Annual	68,787.60	72,225.43	75,516.49	79,629.56	83,611.34	87,792.27	92,180.91	96,791.03
Educational Incentive (after completing	g 3 1/2 years	of employm	ent)				Γ	G	Н
Firefighter							_	32.13	33.74
31-45 units = 1.5% over base								93,563.82	98,242.86
Firefighter								32.61	34.24
46 units and over = 3.0% over base								94,946.42	99,694.68
Firefighter								33.08	34.73
A.A. Degree = 4.5% over base								96,329.31	101,146.86
Firefighter								33.55	35.23
Bachelor Degree = 6% over base								97,711.88	102,598.32

Range	Classification		Α	В	С	D	E
			L	_	-	· · ·	
29	Account Clerk	Hourly	24.47	25.69	26.97	28.32	29.74
		Annual	50,889.65	53,434.21	56,105.98	58,911.52	61,856.87
35	Administrative Secretary	Hourly	28.37	29.79	31.28	32.85	34.49
		Annual	59,016.64	61,967.42	65,065.85	68,319.45	71,735.31
	Assistant City Clerk	Hourly		34.11	to	48.73	
		Annual		70,952.11	to	101,360.17	
	Assistant to the City Manager	Hourly		65.29	to	92.54	
		Annual		135,796.98	to	192,492.42	
50	Assistant Engineer	Hourly	41.09	43.15	45.31	47.57	49.95
		Annual	85,473.62	89,747.56	94,235.16	98,946.61	103,894.17
58	Associate Civil Engineer /	Hourly	50.07	52.57	55.20	57.96	60.86
	Associate Traffic Engineer	Annual	104,141.17	109,348.69	114,816.44	120,557.08	126,585.20
49	Associate Planner	Hourly	40.09	42.10	44.20	46.41	48.73
		Annual	83,389.06	87,558.56	91,936.56	96,533.71	101,360.17
28	Building Development Technician I	Hourly	22.95	24.10	25.30	26.57	27.90
		Annual	49,648.51	52,131.14	54,737.62	57,474.41	60,348.29
32	Building Development Technician II	Hourly	25.33	26.60	27.93	29.33	30.79
		Annual	54,802.61	57,542.45	60,419.74	63,440.59	66,612.87
	Building Official	Hourly		59.98	to	78.26	
		Annual		124,757.39	to	162,780.09	
	City Clerk	Hourly		49.95	to	69.95	
		Annual		103,903.99	to	145,491.20	
	City Engineer	Hourly		66.70	to	90.35	
		Annual		138,743.11	to	187,917.88	
	City Manager	Hourly		121.29	to	121.29	
	(Single Rate)	Annual		252,265.32	to	252,265.32	

Range	Classification		Α	В	С	D	E
			L	11		11	
26	Code Compliance Assistant	Hourly	22.72	23.86	25.05	26.30	27.62
		Annual	47,256.05	49,618.93	52,099.85	54,704.97	57,440.03
44	Code Compliance Officer	Hourly	35.43	37.21	39.07	41.02	43.07
		Annual	73,703.86	77,388.84	81,258.59	85,321.23	89,587.32
46	Confidential Accountant	Hourly	37.23	39.09	41.04	43.10	45.25
		Annual	77,435.13	81,306.89	85,372.26	89,640.72	94,122.88
46	Confidential Payroll Specialist	Hourly	37.23	39.09	41.04	43.10	45.25
		Annual	77,435.13	81,306.89	85,372.26	89,640.72	94,122.88
46	Confidential Secretary	Hourly	37.23	39.09	41.04	43.10	45.25
	to City Manager/Council	Annual	77,435.13	81,306.89	85,372.26	89,640.72	94,122.88
	Crossing Guards ^ (Single Rate)	Hourly			15.53		
	Deputy Fire Chief	Hourly		65.72	to	89.92	
		Annual		136,703.13	to	187,042.97	
35	Development Services Technician	Hourly	28.37	29.79	31.28	32.85	34.49
		Annual	59,016.64	61,967.42	65,065.85	68,319.45	71,735.31
	Director of	Hourly		71.54	to	95.39	
	Community Services	Annual		148,808.40	to	198,419.14	
	Director of	Hourly		70.79	to	95.43	
	Development Services	Annual		147,241.94	to	198,501.85	
	Director of	Hourly		70.79	to	95.43	
	Engineering/City Engineer	Annual		147,241.94	to	198,501.85	
	Director of Finance /	Hourly		74.79	to	100.63	
	City Treasurer	Annual		155,568.42	to	209,319.56	
	Director of Fire & Life Safety	Hourly		84.94	to	110.87	
	(Fire Chief)	Annual		176,678.14	to	230,616.55	

Range	Classification		Α	В	С	D	E
	Director of Human Resources	Hourly		69.85	to	94.30	
		Annual		145,287.79	to	196,138.76	
	Director of	Hourly		70.79	to	95.43	
	Planning & Building/City Planner	Annual		147,241.94	to	198,501.85	
	Economic Development Manager	Hourly		43.99	to	59.38	
		Annual		91,491.56	to	123,514.41	
48	Engineering Inspector	Hourly	39.11	41.07	43.12	45.28	47.54
		Annual	81,355.21	85,422.96	89,693.82	94,178.67	98,887.73
39	Equipment Mechanic	Hourly	31.32	32.88	34.53	36.26	38.07
		Annual	65,143.44	68,400.74	71,820.72	75,411.81	79,182.18
17	Emergency Medical Technician	Hourly	18.19	19.10	20.06	21.06	22.11
		Annual	37,839.27	39,730.92	41,717.84	43,803.79	45,993.81
	Emergency Medical Technician ^	Hourly		17.49	to	21.26	
35	Equipment Operator	Hourly	28.37	29.79	31.28	32.85	34.49
		Annual	59,016.64	61,967.42	65,065.85	68,319.45	71,735.31
38	Facilities Maintenance Supervisor	Hourly	30.56	32.08	33.69	35.37	37.14
		Annual	63,554.59	66,732.29	70,068.87	73,572.54	77,251.07
25	Facilities Maintenance Technician	Hourly	22.17	23.27	24.44	25.66	26.94
		Annual	46,103.36	48,408.39	50,829.10	53,370.26	56,038.64
35	Field Inspector	Hourly	28.37	29.79	31.28	32.85	34.49
		Annual	59,016.64	61,967.42	65,065.85	68,319.45	71,735.31
	Finance Manager	Hourly		55.22	to	74.55	
		Annual		114,867.87	to	155,071.70	
	Fire Battalion Chief	Hourly		41.88	to	56.78	
	(2920 hours)	Annual		122,294.29	to	165,787.46	
	Fire Battalion Chief - Administration	Hourly		58.80	to	79.71	
	(2080 hours)	Annual		122,294.29	to	165,787.46	

Range	Classification		Α	В	С	D	E
44	Fire Inspector	Hourly	35.43	37.21	39.07	41.02	43.07
		Annual	73,703.86	77,388.84	81,258.59	85,321.23	89,587.32
	Fire Marshal	Hourly		55.22	to	74.55	
		Annual		114,867.87	to	155,071.70	
	Graduate Intern ^	Hourly		15.53	to	21.32	
38	Human Resources Technician	Hourly	30.56	32.08	33.69	35.37	37.14
		Annual	63,554.59	66,732.29	70,068.87	73,572.54	77,251.07
53	Information Technology Analyst	Hourly	44.25	46.47	48.79	51.23	53.79
		Annual	92,045.78	96,648.03	101,480.93	106,554.73	111,882.66
	Information Technology Manager	Hourly		50.20	to	67.78	
		Annual		104,425.33	to	140,974.34	
35	Irrigation Specialist	Hourly	28.37	29.79	31.28	32.85	34.49
		Annual	59,016.64	61,967.42	65,065.85	68,319.45	71,735.31
29	Landscape and	Hourly	24.47	25.69	26.97	28.32	29.74
	Irrigation Maintenance Worker	Annual	50,889.65	53,434.21	56,105.98	58,911.52	61,856.87
48	Lead Equipment Mechanic	Hourly	39.11	41.07	43.12	45.28	47.54
		Annual	81,355.21	85,422.96	89,693.82	94,178.67	98,887.73
29	Maintenance Worker	Hourly	24.47	25.69	26.97	28.32	29.74
		Annual	50,889.65	53,434.21	56,105.98	58,911.52	61,856.87
46	Management Analyst	Hourly	37.23	39.09	41.04	43.10	45.25
		Annual	77,435.13	81,306.89	85,372.26	89,640.72	94,122.88

Range	Classification		Α	В	С	D	E
						_	
	Marketing Aide^	Hourly		15.53	to	21.32	
	Marketing Coordinator	Hourly		34.11	to	48.73	
		Annual		70,952.11	to	101,360.17	
	Marketing Manager	Hourly		47.75	to	64.48	
		Annual		99,316.97	to	134,109.32	
28	Marketing Specialist	Hourly	23.87	25.06	26.32	27.63	29.01
		Annual	49,648.51	52,131.14	54,737.62	57,474.41	60,348.29
34	Marketing Specialist II	Hourly	27.68	29.07	30.52	32.04	33.65
		Annual	57,577.16	60,456.15	63,478.71	66,652.70	69,985.20
	Office Assistant ^	Hourly		15.53	to	21.32	
48	Parks & Landscape Supervisor	Hourly	39.11	41.07	43.12	45.28	47.54
		Annual	81,355.21	85,422.96	89,693.82	94,178.67	98,887.73
	Principal Civil Engineer	Hourly		62.05	to	84.04	
		Annual		129,063.37	to	174,807.33	
	Principal Planner	Hourly		49.17	to	66.38	
		Annual		102,279.34	to	138,079.29	
	Principal Traffic Engineer	Hourly		62.05	to	84.04	
		Annual		129,063.37	to	174,807.33	
38	Procurement Specialist	Hourly	30.56	32.08	33.69	35.37	37.14
		Annual	63,554.59	66,732.29	70,068.87	73,572.54	77,251.07
	Public Services Manager	Hourly		47.75	to	64.48	
		Annual		99,316.97	to	134,109.32	
43	Public Works Supervisor	Hourly	34.57	36.30	38.11	40.02	42.02
		Annual	71,906.11	75,501.29	79,276.44	83,240.40	87,402.05
	Recreation Aide ^	Hourly		15.53	to	18.21	

Range	Classification		Α	В	С	D	E
<u> </u>				L	1	<u> </u>	
28	Recreation Coordinator	Hourly	23.87	25.06	26.32	27.63	29.01
		Annual	49,648.51	52,131.14	54,737.62	57,474.41	60,348.29
	Recreation Leader ^	Hourly		16.56	to	19.67	
	Recreation Services Manager	Hourly		47.75	to	64.48	
		Annual		99,316.97	to	134,109.32	
	Recreation Supervisor	Hourly		34.11	to	48.73	
		Annual		70,952.11	to	101,360.17	
36	Senior Account Clerk	Hourly	29.08	30.54	32.06	33.67	35.35
		Annual	60,492.18	63,516.81	66,692.82	70,027.39	73,529.00
53	Senior Accountant	Hourly	44.25	46.47	48.79	51.23	53.79
		Annual	92,045.78	96,648.03	101,480.93	106,554.73	111,882.66
50	Senior Building Inspector	Hourly	41.09	43.15	45.31	47.57	49.95
		Annual	85,473.62	89,747.56	94,235.16	98,946.61	103,894.17
	Senior Civil Engineer /	Hourly		54.39	to	73.96	
	Senior Traffic Engineer	Annual		113,134.63	to	153,841.33	
	Senior Human Resources Analyst	Hourly		45.06	to	60.83	
		Annual		93,723.06	to	126,526.97	
	Senior Management Analyst	Hourly		42.91	to	57.93	
		Annual		89,260.07	to	120,501.86	
	Senior Management Analyst/	Hourly		45.06	to	60.83	
	Grant Coordinator	Annual		93,723.07	to	126,526.97	
	Senior Planner	Hourly		42.76	to	57.73	
		Annual		88,937.90	to	120,069.10	
	Special Events Supervisor	Hourly		34.11	to	48.73	
		Annual		70,952.11	to	101,360.17	

Range	Classification	_	A	В	С	D	E
	Storm Water Program Assistant [^]	Hourly		28.73	to	34.92	
50	Storm Water Program Coordinator	Hourly Annual	41.09 85,473.62	43.15 89,747.56	45.31 94,235.16	47.57 98,946.61	49.95 103,894.17
	Student Intern ^	Hourly		15.53	to	19.67	
	Technical Professional Expert ^	Hourly		50.00	to	160.00	

^Part-time, temporary status

CITY OF SANTEE MAYOR AND CITY COUNCIL MEMBERS SALARY SCHEDULE EFFECTIVE AUGUST 31, 2023

Range	Classification		
	City Council Member	Monthly	1,851.87
		Annual	22,222.39
	Mayor	Monthly	3,120.97
		Annual	37,451.61