



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

CITY OF SANTEE REGULAR MEETING AGENDA Santee City Council

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

MEETING INFORMATION

Wednesday, June 28, 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

Please be advised that current public health orders recommend that attendees wear face coverings while inside the Council Chambers.

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: Pathways Community Church – Phil Herrington

PLEDGE OF ALLEGIANCE

PROCLAMATION: Proclaiming July 2023 as Parks and Recreation Month in the City of Santee

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 \$82,570.53 for May 2023 Legal Services. (Finance – Jennings)**
- (4) **Rejection of Bid for Alarm Monitoring, Inspections & Repairs (Including Fire Sprinklers), RFB #23/24-20067; Finding the Action is Not a Project Subject to the California Environmental Quality Act (“CEQA”). (Community Services – Chavez)**
- (5) **Adoption of a Resolution Authorizing the City Manager to Execute a Second Amendment to the Professional Services Agreement with Rogers, Anderson, Malody & Scott, LLP for Audit Services, Annual Consolidated Financial Report Preparation. (Finance – Jennings)**
- (6) **Approval of the Amended and Restated Heartland Communications Facility Authority’s Joint Exercise of Powers Agreement. (Fire – Matsushita)**
- (7) **Adoption of a Resolution Declaring its Intention to Levy, as a Successor Agency to County Service Area (CSA) 69, a Special Tax within the CSA 69 Reorganization Boundary for FY 2023-2024 by the City of Santee and Setting a Public Hearing. (Finance – Jennings)**



- (8) **Adoption of a Resolution Establishing the Appropriations Limit for FY 2023-24. (Finance – Jennings)**
- (9) **Adoption of a Resolution Authorizing the Award of a Contract for Irrigation Materials and Landscape Supplies to SiteOne Landscape Supply, LLC per County of Orange Contract MA-060-23010231. (Community Services – Chavez)**

NON-AGENDA PUBLIC COMMENT (15 minutes):

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

CONTINUED BUSINESS:

- (10) **Resolution Approving the Capital Improvement Program for Fiscal Years 2024-2028 and Adopting the Capital Improvement Program Budget for Fiscal Years 2023-24 and 2024-25. (City Manager/Finance – Best/Jennings)**

Recommendation:

Adopt the Resolution approving the Capital Improvement Program for Fiscal Years 2024-2028 and adopting the Capital Improvement Program budget for Fiscal Years 2023-24 and 2024-25, including any changes as directed by the City Council.

- (11) **Continued Review of the Proposed Operating Budget for Fiscal Year 2023-24, and Resolution Adopting the Operating Budget for Fiscal Year 2023-24 and Taking Related Actions. (City Manager/Finance – Best/Jennings)**

Recommendation:

Adopt the Resolution adopting the Operating Budget for Fiscal Year 2023-24 and taking related actions, including any changes directed by the City Council.

- (12) **Resolution Authorizing the City Manager to Execute a Professional Service Agreement with Interwest Consulting Group Inc. (a SAFEbuilt Company) for Specialized Professional Building Services. (Planning and Building – Sturm)**

Recommendation:

Adopt the Resolution authorizing the City Manager to execute a Professional Service Agreement with Interwest Consulting Group Inc. (a SAFEbuilt company) for Specialized Professional Building Services.

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:

- (13) Public Employee Performance Evaluation**
(Government Code Section 54957(b))
Title: City Manager

- (14) Conference with Labor Negotiators**
(Gov. Code Section 54957.6)
City Designated Representative: City Manager
Employee Organization: Santee Firefighters Association

ADJOURNMENT:





BOARDS, COMMISSIONS & COMMITTEES
JUNE & JULY MEETINGS

Table with 4 columns: Date, Committee Name, Status, and Location. Includes entries for SPARC, Community Oriented Policing Committee, and Council Meeting for June and July, with some items marked as CANCELLED.

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).



MEETING DATE June 28, 2023

ITEM TITLE PROCLAIMING JULY 2023 AS PARKS AND RECREATION MONTH IN THE CITY OF SANTEE

DIRECTOR/DEPARTMENT John W. Minto, Mayor

SUMMARY

July is nationally recognized as Parks and Recreation month is the time to celebrate the variety of opportunities offered by the Community Services Department that can be enjoyed by youth, adults, seniors, and families.

As we celebrate Parks and Recreation Month citizens of Santee are reminded that parks and recreation enrich the lives of residents and visitors, as well as adding value to the community's homes and neighborhoods.

This Proclamation recognizes the importance of access to local parks, recreation, trails, open space, and facilities. We therefore declare the month of July 2023 as Parks and Recreation Month.

While the majority of the City's recreational amenities and programs are funded entirely through the City's General Fund, others receive support from the fundraising efforts of the Santee Park and Recreation Committee ("SPARC"). SPARC has been fundraising on behalf of the City's recreation programs since FY 1995/96. In FY 2022/23, SPARC's fundraising proceeds helped provide:

- \$1,200 for the Santee Veterans Memorial Banner program
- \$15,000 towards Senior & Teen Recreation programs and activities
- \$4,359 towards Youth and Senior Recreation program financial assistance
- \$3,500 towards Santee Special Events

The Committee's total contribution since 2010 has been \$360,960.26

Dean Velasco, Chair of the Santee Park and Recreation Committee (SPARC) and SPARC committee members will accept the proclamation.

FINANCIAL STATEMENT

N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

Present the proclamation

ATTACHMENTS

Proclamation





| Proclamation

WHEREAS, parks and recreation is an integral part of communities throughout this country, including The City of Santee: and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, park and recreation programming and education activities, such as outof-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, since 2010, the Santee Park & Recreation Committee (SPARC) has contributed \$360,960 to promote recreation, programming and services.

NOW, THEREFORE, I, John W. Minto, Mayor of the city of Santee, on behalf of the City Council do hereby proclaim July 2023 as

“Parks and Recreation Month”

in the city of Santee, and encourage all Santee residents to recognize the importance of access to local parks, recreation, trails, open space and facilities, and that Parks and Recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods

IN WITNESS WHEREOF, I have hereunto set my hand this twenty-eighth day of June, two thousand twenty-three, and have caused the Official Seal of the city of Santee to be affix

Mayor John W. Minto

MEETING DATE June 28, 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 June 28, 2023

ITEM TITLE APPROVAL OF PAYMENT OF DEMANDS

DIRECTOR/DEPARTMENT Heather Jennings, Finance 

SUMMARY

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

FINANCIAL STATEMENT

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

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION 

Approve the Payment of Demands as presented.

ATTACHMENT

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

Payment of Demands
Summary of Payments Issued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
06/01/23	Accounts Payable	\$ 398,995.87
06/02/23	Accounts Payable	41,997.61
06/05/23	Accounts Payable	118,468.30
06/06/23	Accounts Payable	119,870.69
06/07/23	Accounts Payable	434,087.27
06/14/23	Accounts Payable	167,864.68
06/15/23	Accounts Payable	8,850.64
06/15/23	Payroll	415,802.67
06/16/23	Accounts Payable	<u>162,791.44</u>
	TOTAL	<u>\$1,868,729.17</u>

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



Heather Jennings, Director of Finance

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
491	6/1/2023	14942 CA DEPT OF HEALTH CARE SERVICE	139023268		DHCS SLEMSA	398,995.87

Total : 398,995.87

Bank total : 398,995.87

Total vouchers : 398,995.87

1 Vouchers for bank code : ubgen

1 Vouchers in this report

Prepared by: Juan M



Date: 6/12/23

Approved by: [Signature]

Date: 6/15/23



Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
6709163	6/2/2023	14704 457 MISSIONSQUARE	PPE 05/24/23		ICMA - 457	36,204.62	
						Total :	36,204.62
60004040	6/2/2023	14705 RHS MISSIONSQUARE	PPE 05/24/23		RETIREE HSA	5,792.99	
						Total :	5,792.99
2 Vouchers for bank code : ubgen						Bank total :	41,997.61
2 Vouchers in this report						Total vouchers :	41,997.61

Prepared by: 
Date: 6-5-23
Approved by: 
Date: 6-5-23


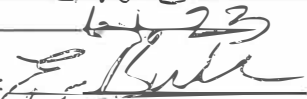
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12748	6/5/2023	10956 FRANCHISE TAX BOARD	PPE 05/24/23		CA STATE TAX WITHHELD	29,456.03
					Total :	29,456.03
12761	6/5/2023	10955 DEPARTMENT OF THE TREASURY	PPE 05/24/23		FED WITHHOLD & MEDICARE	89,012.27
					Total :	89,012.27
2 Vouchers for bank code : ubgen						Bank total : 118,468.30
2 Vouchers in this report						Total vouchers : 118,468.30

Prepared by: 
Date: 6-6-23
Approved by: 
Date: 6-6-23

Bank code : ubgen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
6233	6/6/2023	10353 PERS	06 23 3		RETIREMENT PAYMENT	119,870.69	
						Total :	119,870.69
1 Vouchers for bank code : ubgen						Bank total :	119,870.69
1 Vouchers in this report						Total vouchers :	119,870.69

Prepared by: 
Date: 6-6-23
Approved by: 
Date: 6-6-23

Voucher List
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
133655	6/7/2023	14650 A GARAGE DOOR AND GATE STORE	64251 64430	54287 54287	ROLL UP DOOR REPAIRS ROLL UP DOOR REPAIRS	859.30 280.00 Total : 1,139.30
133656	6/7/2023	14917 ADDIGY INC	SO-46973	54296	SOFTWARE MGMT AND CONFIGUR	2,137.50 Total : 2,137.50
133657	6/7/2023	14695 ALLIED COATINGS, INC.	22491	54142	EPOXY FLOOR AT STATION #5	22,340.00 Total : 22,340.00
133658	6/7/2023	12951 BERRY, BONNIE	June 1, 2023		RETIREE HEALTH PAYMENTS	91.00 Total : 91.00
133659	6/7/2023	14849 BIT PROS INC	19619	54264	VHF RADIOS	11,313.75 Total : 11,313.75
133660	6/7/2023	14924 BOB JENSON AIR	23STE-00400		23STE-00400	494.37 Total : 494.37
133661	6/7/2023	13292 BORDER RECAPPING LLC	23-0066342-008	53865	TIRES	809.80 Total : 809.80
133662	6/7/2023	10032 CINTAS CORPORATION #694	4155642908 4155801199	53959 53959	MISC. SHOP RENTAL SERVICE STATION SUPPLIES	36.72 50.42 Total : 87.14
133663	6/7/2023	10268 COOPER, JACKIE	June, 1 2023		RETIREE HEALTH PAYMENT	91.00 Total : 91.00
133664	6/7/2023	14782 COSCO FIRE PROTECTION, INC.	1000599755	54190	AS NEEDED BACKFLOW REPAIRS	144.00 Total : 144.00
133665	6/7/2023	14796 DAKTRONICS INC	7036124	54203 54203	LED VIDEO DISPLAY FOR CLOCK 1	121,418.56 Total : 121,418.56
133666	6/7/2023	10449 DAY MANAGEMENT CORPORATION	INV775361	53876	RADIO REPAIR	85.00

Voucher List
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
133666	6/7/2023	10449	10449 DAY MANAGEMENT CORPORATION (Continued)			Total : 85.00	
133667	6/7/2023	14845	DIAMOND A EQUIPMENT, LLC	E00165	54259	SPRAY TRUCK SKID SPRAYER	11,775.24
						Total : 11,775.24	
133668	6/7/2023	14811	DIGITECH COMPUTER LLC	60003471	54274	SLEMSA BILLING CONTRACT SERV	19,657.57
						Total : 19,657.57	
133669	6/7/2023	12483	DISCOUNT SIGNS AND BANNERS	5679	53877	PPE IDENTIFICATION DECALS	29.09
						Total : 29.09	
133670	6/7/2023	14675	EAST COUNTY TRANSITIONAL	20230504C	54081	CDBG-CV SUBRECIPIENT - ECTLC	15,240.00
						Total : 15,240.00	
133671	6/7/2023	11929	ENGINEERING NEWS RECORD (ENR)	1107018177-23		ENR SUBSCRIPTION RENEWAL	149.99
						Total : 149.99	
133672	6/7/2023	14446	ENTERPRISE FM TRUST	STMT 2725		VEHICLE LEASING PROGRAM	5,759.63
						Total : 5,759.63	
133673	6/7/2023	10291	ENVIRONMENTAL SYSTEMS RESEARCH	94487994		ESRI GIS PRE-CONFERENCE SEM	795.00
						Total : 795.00	
133674	6/7/2023	10251	FEDERAL EXPRESS	8-150-53486		FEDEX SHIPPING CHARGES	104.66
						Total : 104.66	
133675	6/7/2023	10009	FIRE ETC	179834	53882	SAFETY APPAREL	323.25
						Total : 323.25	
133676	6/7/2023	10066	GLOBALSTAR USA LLC	50831758		SATELLITE PHONE SERVICE	102.39
						Total : 102.39	
133677	6/7/2023	10256	HOME DEPOT CREDIT SERVICES	0162978	53923	STATION SUPPLIES	27.89
				6162993	53923	STATION SUPPLIES	151.57
						Total : 179.46	
133678	6/7/2023	14878	IHEARTMEDIA ENTERTAINMENT, INC	8820086846	54290	IHEARTRADIO ADS	4,528.88
						Total : 4,528.88	

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
133679	6/7/2023	10120 KEARNY PEARSON FORD	1876851	53886	VEHICLE REPAIR PART	58.29
Total :						58.29
133680	6/7/2023	10204 LIFE ASSIST INC	1326108	53891	EMS SUPPLIES	7,081.87
			1326124	53891	EMS SUPPLIES	122.68
			1326129	53891	EMS SUPPLIES	1,881.66
			1326132	53891	EMS SUPPLIES	617.06
			1326142	53891	EMS SUPPLIES	177.80
			1326247	53891	EMS SUPPLIES	90.00
			1327093	53891	EMS SUPPLIES	457.72
Total :						10,428.79
133681	6/7/2023	10083 MUNICIPAL EMERGENCY SERVICES	IN1876003	54245	WEARING APPAREL	1,377.65
Total :						1,377.65
133682	6/7/2023	13369 NATIONWIDE MEDICAL	26338	53927	PHARMACEUTICALS	70.12
Total :						70.12
133683	6/7/2023	10308 O'REILLY AUTO PARTS	2968-154193	53896	VEHICLE REPAIR PARTS	47.41
Total :						47.41
133684	6/7/2023	14366 PACIFIC PLAY SYSTEMS INC.	INV2022-1203	54323	MAST PARK PLAYGROUND EQUIP	425.00
Total :						425.00
133685	6/7/2023	10241 PETTY CASH	5-30-23		PETTY CASH REIMB - DDS	266.62
Total :						266.62
133686	6/7/2023	12479 PROSPECT ESTATES II LLC	GRD1341A		DEVELOPER DEPOSIT REFUND	2,395.31
Total :						2,395.31
133687	6/7/2023	12062 PURETEC INDUSTRIAL WATER	2077694	54000	DEIONIZED WATER SERVICE	193.87
Total :						193.87
133688	6/7/2023	12237 RAYON, KYLE	June 1, 2023		RETIREE HEALTH PAYMENT	91.00
Total :						91.00
133689	6/7/2023	12828 RICK ENGINEERING COMPANY	18100F(3)	54219	AS-NEEDED ENGINEERING SERVI	1,738.97

Voucher List
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
133689	6/7/2023	12828	12828 RICK ENGINEERING COMPANY		(Continued)	Total : 1,738.97	
133690	6/7/2023	14937	ROBINSON, DAVID	060123	TRAVEL REIMBURSEMENT CFED C	310.25	
					Total :	310.25	
133691	6/7/2023	10097	ROMAINE ELECTRIC CORPORATION	12-058903-1	53980	VEHICLE SUPPLIES	354.86
					Total :	354.86	
133692	6/7/2023	10407	SAN DIEGO GAS & ELECTRIC	22373580042; MAY23		TRAFFIC SIGNALS	7,870.62
					Total :	7,870.62	
133693	6/7/2023	10212	SANTEE SCHOOL DISTRICT	9399	53965	BUS TRANSPORTATION	146.34
					Total :	146.34	
133694	6/7/2023	10768	SANTEE SCHOOL DISTRICT	9398	53964	CHET HARRITT SPORTS LIGHTS	953.85
					Total :	953.85	
133695	6/7/2023	13171	SC COMMERCIAL, LLC	2385435-IN	53902	DELIVERED FUEL	419.35
				2388139-IN	53902	DELIVERED FUEL	562.36
				2389279-IN	53902	BULK FUEL	101.15
					Total :	1,082.86	
133696	6/7/2023	14284	SDI PRESENCE LLC	12836	53800	SANTEE LMS PROCUREMENT	437.50
					Total :	437.50	
133697	6/7/2023	14797	SEDANO FORD OF LM, INC.	210036	54221	REPAIR OF 2-YARD DUMP TRUCK	22,059.81
				211010	54232	EMERGENCY VEHICLE REPAIR	6,697.71
					Total :	28,757.52	
133698	6/7/2023	13206	SHARP BUSINESS SYSTEMS	9004280063	54016	SHARP MAINTENANCE/COPIES	1,969.72
					Total :	1,969.72	
133699	6/7/2023	14038	SINGH GROUP INC	41861	53905	DEAD ANIMAL REMOVAL SERVICE	1,443.71
				41931	53905	DEAD ANIMAL REMOVAL SERVICE	1,443.71
					Total :	2,887.42	
133700	6/7/2023	14261	SMOSNA, ADAM	06012023		TRAVEL REIMBURSEMENT CFED C	156.50

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
133700	6/7/2023	14261 14261 SMOSNA, ADAM	(Continued)			Total : 156.50
133701	6/7/2023	10314 SOUTH COAST EMERGENCY VEHICLE	513146 513169	53907 53907	VEHICLE REPAIR PARTS VEHICLE REPAIR PARTS	101.97 317.56 Total : 419.53
133702	6/7/2023	10217 STAPLES ADVANTAGE	3537451958 3538220425 3538662549	53936 53981 53935	OFFICE SUPPLIES OFFICE SUPPLIES - DDS FY 22/23 OFFICE SUPPLIES - FINAI	53.40 84.30 790.63 Total : 928.33
133703	6/7/2023	13019 STATEWIDE TRAFFIC SAFETY	01008248 01008250	54064 54064	TRAFFIC SIGNS, MATERIALS & SUI TRAFFIC SIGNS, MATERIALS & SUI	814.59 301.70 Total : 1,116.29
133704	6/7/2023	10119 STEVEN SMITH LANDSCAPE INC	50905-A 51474 51539 51639 51667 51747 51748 51779 51780 51781	53938 53938 53938 53937 53937 53937 53938 53937 53937 53938	AREA 2 LANDSCAPE SERVICES A 2 LANDSCAPE SERVICES A 2 LANDSCAPE SERVICES A 1 LANDSCAPE SERVICES A 1 LANDSCAPE SERVICES A 1 LANDSCAPE SERVICES A 2 LANDSCAPE SERVICES A 1 LANDSCAPE SERVICES A 1 LANDSCAPE SERVICES A 2 LANDSCAPE SERVICES	346.64 20,182.33 3,326.90 4,753.35 16,979.41 54,517.92 20,182.33 2,931.52 9,295.44 198.08 Total : 132,713.92
133705	6/7/2023	14543 TOPCON SOLUTIONS INC	871412		BLUEBEAM STUDIO SOFTWARE R	6,095.00 Total : 6,095.00
133706	6/7/2023	11321 TIP OF SAN DIEGO COUNTY	2022-2018	54315	ON-SCENE RESPONSE SERVICES	9,005.55 Total : 9,005.55
133707	6/7/2023	10475 VERIZON WIRELESS	9934597324		WIFI SERVICE	1,280.93 Total : 1,280.93
133708	6/7/2023	10706 WALLACE, HARLEY	05242023		TRAVEL REIMBURSEMENT CFED C	363.25

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
133708	6/7/2023	10706 10706 WALLACE, HARLEY	(Continued)			Total : 363.25
133709	6/7/2023	10148 WESTAIR GASES & EQUIPMENT INC	0011634380	54065	WELDING SUPPLIES	20.42
						Total : 20.42
133710	6/7/2023	14039 WESTERN EXTRICATION	2175	54285	EQUIPMENT SERVICE	1,205.00
						Total : 1,205.00
133711	6/7/2023	12930 WILLIAMS, ROCHELLE	June 1, 2023		RETIREE HEALTH PAYMENT	91.00
						Total : 91.00
133712	6/7/2023	12641 WITTORFF, VICKY DENISE	June 1, 2023		RETIREE HEALTH PAYMENT	31.00
						Total : 31.00
58 Vouchers for bank code : ubgen						Bank total : 434,087.27
58 Vouchers in this report						Total vouchers : 434,087.27

Prepared by: [Signature]
 Date: 6-7-23
 Approved by: [Signature]
 Date: 6/7/23

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
133713	6/14/2023	12740 ALPHA CARD SYSTEMS	INV7076136		ALPHA PROXIMITY CARD	58.89
					Total :	58.89
133714	6/14/2023	14877 AUDACY OPERATIONS, INC.	2397462A-1	54324	RADIO BROADCAST SERVICES	2,250.00
					Total :	2,250.00
133715	6/14/2023	13292 BORDER RECAPING LLC	23-0070935-008	53865	TIRES	359.89
			23-0072685-008	53865	TIRES	311.91
					Total :	671.80
133716	6/14/2023	10032 CINTAS CORPORATION 694	4156365852	53959	MISC. SHOP RENTAL SERVICE	36.72
					Total :	36.72
133717	6/14/2023	10035 COMPETITIVE METALS INC	472531	54045	METAL SUPPLIES & SERVICES	65.92
			472995	54045	METAL SUPPLIES & SERVICES	92.28
					Total :	158.20
133718	6/14/2023	10839 COUNTY OF SAN DIEGO	105554		FY23/24 HAZ MAT PERMIT-STA4	1,398.00
			203484		FY23/24 HAZMAT PERMIT-STA5	973.00
					Total :	2,371.00
133719	6/14/2023	10040 COUNTYWIDE MECHANICAL SYSTEMS	57441	54162	FY 22/23 NOV-JUNE - PLUMBING R	720.00
			57449	54162	FY 22/23 NOV-JUNE - PLUMBING R	2,520.22
			57723	54162	FY 22/23 NOV-JUNE - PLUMBING R	2,373.56
			57729	54162	FY 22/23 NOV-JUNE - PLUMBING R	2,044.00
			57798	54162	FY 22/23 NOV-JUNE - PLUMBING R	720.00
			57979	54162	FY 22/23 NOV-JUNE - PLUMBING R	580.00
			58110	54162	FY 22/23 NOV-JUNE - PLUMBING R	662.33
			58514	54162	FY 22/23 NOV-JUNE - PLUMBING R	555.12
			58627	54162	FY 22/23 NOV-JUNE - PLUMBING R	1,521.87
					Total :	11,697.10
133720	6/14/2023	10333 COX COMMUNICATIONS	038997401; JUN23		9951 RIVERWALK DR	57.00
					Total :	57.00
133721	6/14/2023	14480 CURTIS, ALICIA	011-2018		MILEAGE REIMBURSEMENT	32.23

Voucher List
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
133721	6/14/2023	14480 14480 CURTIS, ALICIA			(Continued)	Total : 32.23
133722	6/14/2023	10046 D MAX ENGINEERING INC	7864 7871	54079 54080	STORMWATER PROGRAM ASSIST/ STORMWATER INSPECTIONS & RE	8,798.00 1,380.93 Total : 10,178.93
133723	6/14/2023	11457 D'ALESIO INC	26631	53874	WEARING APPAREL	167.03 Total : 167.03
133724	6/14/2023	10251 FEDERAL EXPRESS	8-156-84068		SHIPPING CHARGES	49.29 Total : 49.29
133725	6/14/2023	10009 FIRE ETC	179965	53881	EQUIPMENT SERVICE	133.49 Total : 133.49
133726	6/14/2023	10065 GLOBAL POWER GROUP INC	86015 87100 87452 87512 87537 87538 87752 88655 88669	53944 53944 54053 54053 54053 54053 54053 53944 54053	FY 22/23 ELECTRICAL REPAIRS & I FY 22/23 ELECTRICAL REPAIRS & I FY 22/23 GENERATOR MAINT & RE FY 22/23 GENERATOR MAINT & RE FY 22/23 GENERATOR MAINT & RE FY 22/23 GENERATOR MAINT & RE FY 22/23 GENERATOR MAINT & RE FY 22/23 ELECTRICAL REPAIRS & I FY 22/23 GENERATOR MAINT & RE	6,156.77 1,170.59 380.00 327.20 205.58 340.83 340.83 576.00 577.62 Total : 10,075.42
133727	6/14/2023	11196 HD SUPPLY FACILITIES	9213413552	53995	FACILITIES MAINTENANCE SUPPLI	517.56 Total : 517.56
133728	6/14/2023	14785 HEARTLAND FIRE	041923-01		FIRE CONTROL 3 TRAINING 03/23	150.00 Total : 150.00
133729	6/14/2023	10256 HOME DEPOT CREDIT SERVICES	3163007 4154322	53923 53923	STATION SUPPLIES STATION SUPPLIES	179.45 56.65 Total : 236.10
133730	6/14/2023	14920 IT'S NEVER 2L8	INV-0003	54308	ENTERTAINMENT AGREEMENT - FI	800.00

Voucher List
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
133730	6/14/2023	14920 14920 IT'S NEVER 2L8	(Continued)			Total : 800.00
133731	6/14/2023	10120 KEARNY PEARSON FORD	1879086	53886	VEHICLE REPAIR PART	285.65
						Total : 285.65
133732	6/14/2023	14249 KEMP, BARRETT	060123		TRAVEL REIMBURSEMENT CFED C	156.50
						Total : 156.50
133733	6/14/2023	10204 LIFE ASSIST INC	1328423	53891	EMS SUPPLIES	225.74
						Total : 225.74
133734	6/14/2023	14742 LOWNDES, BECKY	CPRS'23_Becky_Miles		MILEAGE REIMBURSEMENT - 2023	9.43
						Total : 9.43
133735	6/14/2023	10239 MORRISON, ANNE	CPRSMILES		MILEAGE REIMBURSEMENT	18.86
						Total : 18.86
133736	6/14/2023	10344 PADRE DAM MUNICIPAL WATER DIST	29700015; MAY23 90000366; MAY23		CONSTRUCTION METER GROUP BILL	269.45 48,656.46
						Total : 48,925.91
133737	6/14/2023	14614 PARADIGM MECHANICAL CORP	5401 5403 5482 5483 5549	53951 53951 53951 53951 53951	FY 22/23 HVAC MAINT & REPAIRS FY 22/23 HVAC MAINT & REPAIRS FY 22/23 HVAC MAINT & REPAIRS FY 22/23 HVAC MAINT & REPAIRS FY 22/23 HVAC MAINT & REPAIRS	254.00 121.60 1,651.49 1,209.30 265.00
						Total : 3,501.39
133738	6/14/2023	10241 PETTY CASH	060623		PETTY CASH REIMBURSEMENT	98.79
						Total : 98.79
133739	6/14/2023	10093 PLAYPOWER LT FARMINGTON INC	1400267878	54037	FY 22/23 PLAYGROUND PARTS & E	3,880.91
						Total : 3,880.91
133740	6/14/2023	14914 PLUNGE	D12494	54319	FITNESS EQUIPMENT	7,790.32
						Total : 7,790.32
133741	6/14/2023	14944 PREMIER ROOFING CA INC	Ref000087281		DUPLICATE APPLICATION REFUNC	99.00

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
133741	6/14/2023	14944 14944 PREMIER ROOFING CA INC	(Continued)			Total : 99.00
133742	6/14/2023	12062 PURETEC INDUSTRIAL WATER	2065897	54001	DEIONIZED WATER SERVICE - PS[42.60
						Total : 42.60
133743	6/14/2023	10095 RASA	5718	54062	MAP CHECK - SKY RANCH LOTS 1[665.00
						Total : 665.00
133744	6/14/2023	13171 SC COMMERCIAL, LLC	2390987-IN 2392649-IN	53902 53902	DELIVERED FUEL DELIVERED FUEL	177.09 683.48
						Total : 860.57
133745	6/14/2023	10110 SECTRAN SECURITY INC	23060561	54148	FY 22/23 ARMORED CAR TRANSPC	155.84
						Total : 155.84
133746	6/14/2023	14797 SEDANO FORD OF LM INC	215794 215805	54214 54214	VEHICLE REPAIR VEHICLE REPAIR	832.46 764.55
						Total : 1,597.01
133747	6/14/2023	14918 SHOWERED IN BLOOMS	Ref000086696		DUPLICATE APPLICATION REFUND	99.00
						Total : 99.00
133748	6/14/2023	12223 SITEONE LANDSCAPE SUPPLY LLC	126879361-001 126932567-001 127406495-001 127514010-001 128628193-001 128986416-001 129078424-001 129249939-001 129420598-001 129422684-001 130163891-001	54055 54055 54055 54055 54055 54055 54055 54055 54055 54055 54055	IRRIGATION PARTS IRRIGATION PARTS IRRIGATION PARTS IRRIGATION PARTS IRRIGATION PARTS IRRIGATION PARTS IRRIGATION PARTS IRRIGATION PARTS IRRIGATION PARTS IRRIGATION PARTS IRRIGATION PARTS	19.51 77.57 1,297.28 819.83 71.27 272.65 200.75 224.94 152.38 202.75 179.05
						Total : 3,517.98
133749	6/14/2023	11056 STANDARD ELECTRONICS	S47392 S47568 S47644	53949 53949 53949	FY 22/23 SECURITY SYS - MONITO FY 22/23 SECURITY SYS - MONITO FY 22/23 SECURITY SYS - MONITO	320.00 1,348.32 467.69

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
133749	6/14/2023	11056 11056 STANDARD ELECTRONICS	(Continued)			Total : 2,136.01
133750	6/14/2023	10217 STAPLES ADVANTAGE	3538014840 3538280179 3538280180 3538484729	53936 54040 53935 53982	OFFICE SUPPLIES OFFICE SUPPLIES - PSD FY 22/23 OFFICE SUPPLIES - FINAI OFFICE SUPPLIES	567.57 260.86 285.61 62.48 Total : 1,176.52
133751	6/14/2023	10119 STEVEN SMITH LANDSCAPE INC	50905-A3 51404 51405 51475 51541 51615 51749 51782	53985 53938 53985 53985 53985 53985 53985 53985	FY 22/23 AREA 3 LANDSCAPE SER' A 2 LANDSCAPE SERVICES FY 22/23 AREA 3 LANDSCAPE SER' FY 22/23 AREA 3 LANDSCAPE SER' FY 22/23 AREA 3 LANDSCAPE SER' FY 22/23 AREA 3 LANDSCAPE SER' FY 22/23 AREA 3 LANDSCAPE SER' FY 22/23 AREA 3 LANDSCAPE SER'	1,436.08 495.20 594.24 12,208.54 396.16 12,830.34 12,297.42 495.20 Total : 40,753.18
133752	6/14/2023	10255 TARGET SOLUTIONS LEARNING LLC	INV70555	54311	ANNUAL SOFTWARE SUBSCRIPTIO	6,980.88 Total : 6,980.88
133753	6/14/2023	10250 THE EAST COUNTY	00131078	53967	CLERK OFFICE PUBLICATION	535.50 Total : 535.50
133754	6/14/2023	11194 USAFACT INC	3053364		BACKGROUND CHECKS	385.54 Total : 385.54
133755	6/14/2023	10136 WEST COAST ARBORISTS INC	199197-A 199888	53939 53939	FY22/23 URBAN FORESTRY MANA FY22/23 URBAN FORESTRY MANA	1,500.00 1,393.10 Total : 2,893.10
133756	6/14/2023	14039 WESTERN EXTRICATION	2230	54285	EQUIPMENT REPAIR	1,432.69 Total : 1,432.69
44 Vouchers for bank code : ubgen						Bank total : 167,864.68
44 Vouchers in this report						Total vouchers : 167,864.68

Bank code : ubgen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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Prepared by: Juan M
Date: 6/14/23
Approved by: [Signature]
Date: 6/14/23

Bank code : ubgen

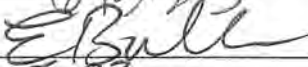
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
133757	6/15/2023	14793 CONTROLLING INS COST IN CA, SCHOO	2023-6		EMPLOYEE ASSISTANCE PROGRA	342.24
					Total :	342.24
133758	6/15/2023	12722 FIDELITY SECURITY LIFE	165806381		EYEMED - VOLUNTARY VISION	1,088.24
					Total :	1,088.24
133759	6/15/2023	14458 METROPOLITAN LIFE INSURANCE	77164084		VOLUNTARY LEGAL	147.00
					Total :	147.00
133760	6/15/2023	10784 NATIONAL UNION FIRE INSURANCE	June 2023		VOLUNTARY AD&D	62.45
					Total :	62.45
133761	6/15/2023	10335 SAN DIEGO FIREFIGHTERS FEDERAL	June 2023		LONG TERM DISABILITY-SFFA	1,327.50
					Total :	1,327.50
133762	6/15/2023	10424 SANTEE FIREFIGHTERS	PPE 6/7/23		DUES/PEC/BENEVOLENT/BC EXP	3,499.67
					Total :	3,499.67
133763	6/15/2023	10776 STATE OF CALIFORNIA	PPE 06/07/23		WITHHOLDING ORDER	449.53
					Total :	449.53
133764	6/15/2023	10776 STATE OF CALIFORNIA	PPE 6/7/23		WITHHOLDING ORDER	225.23
					Total :	225.23
133765	6/15/2023	10001 US BANK	PPE 06/07/23		PARS RETIREMENT	956.94
					Total :	956.94
133766	6/15/2023	14600 WASHINGTON STATE SUPPORT	PPE 6/7/23		WITHHOLDING ORDER	751.84
					Total :	751.84
10 Vouchers for bank code : ubgen						Bank total : 8,850.64
10 Vouchers in this report						Total vouchers : 8,850.64

Bank code : ubqen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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Prepared by: 

Date: 6-15-23

Approved by: 

Date: 6-15-23

PyBatch
06/09/2023 11:52:20AM

Payroll Processing Report
CITY OF SANTEE

5/25/2023 to 6/7/2023-2 Cycle b

EARNINGS SECTION					DEDUCTIONS SECTION			LEAVE SECTION					
Type	Hours/units	Rate	Amount	Src	Plan	Base Wages	Deduction	Benefit/Cont	LvPlan	Accrued	Taken	Banked	Lost
					rhsabc	25,055.30	501.10						
					roth	42,743.07	5,936.19						
					sb-1		79.98						
					sb-3		46.50						
					sffa		2,971.76						
					sffapc		401.28						
					st1cs3	82,333.52	2,470.02	-2,470.02					
					st2cs3	13,663.74	409.91	-409.91					
					texlif		55.16						
					vaccpr		536.20						
					vaccpt		232.89						
					vcanpr		320.87						
					vcanpt		112.75						
					vgcipt		79.44						
					vision		523.24						
					voladd		31.19						
					voldis		234.94						
					vollif		240.63						
					vollpb								
								-239.52					
Grand Totals	15,123.90		644,466.65				228,663.98	68,390.85					

Gross:	644,466.65
Net:	415,802.67

<< No Errors / 21 Warnings >>

E Bull
6/13/23
Paydate 6/15/23
PPE 6/17/23

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
43477	6/16/2023	10956 FRANCHISE TAX BOARD	June Retiree PPE 6/7/23		CA STATE TAX WITHHELD CA STATE TAX WITHHELD	46.00 30,277.15 Total : 30,323.15
43507	6/16/2023	10955 DEPARTMENT OF THE TREASURY	June Retiree PPE 6/7/23		FEDERAL WITHHOLDING TAX FED WITHHOLD & MEDICARE	211.00 92,260.04 Total : 92,471.04
6204750	6/16/2023	14704 457 MISSIONSQUARE	PPE 6/7/23		ICMA - 457	35,928.01 Total : 35,928.01
6383070	6/16/2023	14705 RHS MISSIONSQUARE	PPE 6/7/23		RETIREE HSA	4,069.24 Total : 4,069.24
4 Vouchers for bank code : ubgen						Bank total : 162,791.44
4 Vouchers in this report						Total vouchers : 162,791.44

Prepared by: *Juan M*
 Date: 6-16-23
 Approved by: *E. Bull*
 Date: 6-19-23

MEETING DATE June 28, 2023

ITEM TITLE APPROVAL OF THE EXPENDITURE OF \$82,570.53 FOR MAY 2023
LEGAL SERVICES

DIRECTOR/DEPARTMENT Heather Jennings, Finance *HJ*

SUMMARY

Legal services invoices proposed for payment for the month of May 2023 total \$82,570.53 as follows:

1) General Retainer Services	\$ 16,530.00
2) Labor & Employment	7,377.13
3) Litigation & Claims	12,294.75
4) Special Projects - General Fund	33,232.19
5) Special Projects – Other Funds	3,711.66
6) Third-Party Reimbursable Projects	<u>9,424.80</u>
Total	<u>\$ 82,570.53</u>

FINANCIAL STATEMENT

	<u>AMOUNT</u>	<u>BALANCE</u>
General Fund:		
Adopted Budget	\$ 691,360.00	
Revised Budget	821,360.00	
Prior Expenditures	(699,993.17)	
Current Request	(69,434.07)	\$ 51,932.76
Other Funds (excluding third-party reimbursable items):		
Adopted Budget	\$ 150,000.00	
Revised Budget	150,000.00	
Prior Expenditures	(97,174.26)	
Current Request	(3,711.66)	\$ 49,114.08

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MAB*

Approve the expenditure of \$82,570.53 for May 2023 legal services and reimbursable costs.

ATTACHMENTS

1. Legal Services Billing Summary May 2023
2. Legal Services Billing Recap FY 2022-23



**LEGAL SERVICES BILLING SUMMARY
MAY 2023**

DESCRIPTION	CURRENT AMOUNT	INVOICE NUMBER	NOTES
Retainer 1001.00.1201.51020	\$ 16,530.00 16,530.00	966283	
Labor & Employment: Labor & Employment 1001.00.1201.51020	 7,377.13 7,377.13	 966274	
Litigation & Claims: Litigation & Claims Affordable Housing Coalition of San Diego County Lee Receivership Parcel 4 Litigation 1001.00.1201.51020	 5,894.25 5,635.50 102.00 663.00 12,294.75	 966275 966278 966285 966282	
Special Projects (General Fund): Community Oriented Policing Theater Parcel Annual Municipal Code Update CEQA Special Advice Water Quality General Elections Community Choice Aggregation Prop 218 Cornerstone Communities Entertainment District Parcel 4 Hotel Advanced Records Center Services for PRA Cannabis COVID-19 Related (ARPA) General Telecommunications Work Safety-Environ Justice Element 1001.00.1201.51020	 5,943.16 484.50 10,250.48 1,377.00 535.50 4,515.75 805.50 4,389.50 2,014.50 1,564.80 153.00 1,198.50 33,232.19	 966276 966293 966286 966295 966279 966280 966281 966287 966288 966300 966290 966291	
Special Projects (Other Funds): Mobile Home Rent Control Commission Cuyamaca Street Right-of-Way Acquisition CSA 69 Dissolution/SLEMSA JPA	 600.66 3,111.00 3,711.66	 966284 966289	 2901.04.4106.51020 cip71402.30.05 5505.00.1901.51020
Third-Party Reimbursable: Sky Ranch (AIR) MSCP Subarea Plan Redevelopment of Carlton Oaks Golf Course Shadow Hill Road Project	 1,227.60 158.40 7,444.80 594.00 9,424.80	 966292 966294 966296 966299	 grd0928a.40.05 spp2101a.91.05 cup1906a.10.05 res2103a.10.05
Total	\$ 82,570.53		

**LEGAL SERVICES BILLING RECAP
FY 2022-23**

Attachment 2

Category	Adopted Budget	Revised Budget	Previously Spent Year to Date	Available Balance	Current Request	
					Mo./Yr.	Amount
General Fund:						
General / Retainer	\$ 200,360.00	\$ 200,360.00	\$ 165,458.85	\$ 34,901.15	May-23	\$ 16,530.00
Labor & Employment	60,000.00	110,000.00	68,175.03	41,824.97	May-23	7,377.13
Litigation & Claims	90,000.00	90,000.00	142,281.51	(52,281.51)	May-23	12,294.75
Special Projects	341,000.00	421,000.00	324,077.78	96,922.22	May-23	33,232.19
Total	\$ 691,360.00	\$ 821,360.00	\$ 699,993.17	\$ 121,366.83		\$ 69,434.07
Other City Funds:						
MHFP Commission	\$ 12,000.00	\$ 12,000.00	\$ 13,056.00	\$ (1,056.00)	May-23	\$ -
Capital Projects	75,000.00	75,000.00	30,846.35	44,153.65	May-23	600.66
SLEMSA JPA	60,000.00	60,000.00	53,271.94	6,728.06	May-23	3,111.00
Highway 52 Coalition	3,000.00	3,000.00	-	3,000.00	May-23	-
Total	\$ 150,000.00	\$ 150,000.00	\$ 97,174.29	\$ 52,825.71		\$ 3,711.66
Third-Party Reimbursable:						
Total			\$ 180,485.38			\$ 9,424.80

**Total Previously Spent to Date
FY 2022-23**

General Fund	\$ 699,993.17
Other City Funds	97,174.29
Applicant Deposits or Grants	180,485.38
Total	\$ 977,652.84

Total Proposed for Payment

General Fund	\$ 69,434.07
Other City Funds	3,711.66
Applicant Deposits or Grants	9,424.80
Total	\$ 82,570.53

MEETING DATE June 28, 2023

ITEM TITLE REJECTION OF BID FOR ALARM MONITORING, INSPECTIONS & REPAIRS (INCLUDING FIRE SPRINKLERS), RFB #23/24-20067. FINDING THE ACTION IS NOT A PROJECT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”)

DIRECTOR/DEPARTMENT Nicolas Chavez, Community Services *AM/ENIC*

SUMMARY In compliance with the City’s purchasing ordinance, Santee Municipal Code section 3.24.100, the Finance Department administered a formal bid process for Alarm Monitoring, Inspections & Repairs (Including Fire Sprinklers), RFB #23/24-20067.

On March 24, 2023, only one (1) bid was received and opened for RFB #23/24-20067. The RFB Notice to Bidders states the following: Failure to possess specified licenses and permits at the time of bid opening shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not possessing said licenses and permits as required. Standard Electronics failed to possess the following required California Department of Consumer Affairs Bureau of Security and Investigative Services licenses; *Alarm Company Operator License and a *Qualified Manager License; and a *CMP® Entre™ Access & Security Management System Certification at time of bid. Accordingly, the bid submitted by Standard Electronics was determined non-responsive.

Staff recommends that the City Council reject this bid received and direct staff to issue a request for bids for Alarm Monitoring, Inspections & Repairs and a separate request for bids for Fire Alarm Monitoring, Inspections & Repairs due to the uniqueness of licenses required for each type of service.

ENVIRONMENTAL REVIEW

This is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to section 15301 (maintenance of existing structures, facilities or mechanical equipment).

FINANCIAL STATEMENT *EB*

None with this action.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

Reject the bid received from Standard Electronics per RFB #23/24-20067.

ATTACHMENTS

Bid Summary



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

June 28, 2023
RFB #23/24-20068

VERIFIED Bid Result(s)
for
**ALARM MONITORING, INSPECTIONS & REPAIRS
(INCLUDING FIRE SPRINKLERS)**

Bid(s) received, **verified non-responsive**:

1. Accent Electronics dba Standard Electronics Total: \$ 27,975.00
(non-responsive)

MEETING DATE June 28, 2023

ITEM TITLE RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROGERS, ANDERSON, MALODY & SCOTT, LLP FOR AUDIT SERVICES, ANNUAL CONSOLIDATED FINANCIAL REPORT PREPARATION

DIRECTOR/DEPARTMENT Heather Jennings, Finance *HJ*

SUMMARY

On January 25, 2022 the Finance Department issued a request for proposals to certified public accounting firms to provide audit services for the City. Based upon the evaluation of the proposals of the four firms, staff recommended Rogers Anderson Malody & Scott, LLP (RAMS) be awarded the agreement to provide audit services. On April 13, 2022 the City Council authorized the City Manager to execute a professional services agreement with RAMS ("Agreement") for a three-year term with the option to extend the Agreement for two additional fiscal years. RAMS is a Southern California based firm that has been practicing governmental accounting and auditing for over 73 years.

At this time staff would like to add additional services to the RAMS audit contract to include the preparation of the Annual Consolidated Financial Report (ACFR). This report was previously prepared by the Finance Department with assistance from RAMS, but due to new assignments within the department and limited staff time, staff is requesting that the auditors prepare the ACFR.

The First Amendment to the Agreement increased the not-to-exceed amount for Fiscal Year 2021-2022 by \$3,000, from \$45,725 to \$48,725 to assist Finance staff with the completion of the FY 2021-22 ACFR. With this proposed Second Amendment, the not-to-exceed amount for Fiscal Year 2022-23 would increase by \$9,500, from \$48,010 to \$57,510, and in Fiscal Year 2023-24 would increase by \$9,980, from \$50,430 to \$60,410. The Second Amendment would also include an option to extend the Agreement for two additional fiscal years. The not-to-exceed amounts for each of the two additional year options would be increased by 5%.

FINANCIAL STATEMENT

Funding for the increase is available in the FY 2022-23 Finance budget. Funding for future increases will be presented in the department's proposed budget.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *MDB*

Adopt the Resolution:



Authorizing the City Manager to execute a Second Amendment to the Professional Services Agreement with Rogers, Anderson, Malody & Scott, LLP to increase the not-to-exceed amount in Fiscal Year 2022-23 by \$9,500 to \$57,510 and in Fiscal Year 2023-24 by \$9,980 to \$60,410, and adding an option to extend the Agreement for two additional fiscal years, with each of the two additional year options subject to an increase of a maximum of 5%.

ATTACHMENTS

Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
AUTHORIZING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH ROGERS, ANDERSON, MALODY & SCOTT LLP FOR SERVICES
RELATED TO THE PREPARATION OF THE CITY OF SANTEE'S ANNUAL
COMPREHENSIVE FINANCIAL REPORT**

WHEREAS, on April 13, 2022 the City Council of the City of Santee ("City") approved a three-year professional services agreement with Rogers, Anderson, Malody & Scott, LLP ("RAMS") for audit services ("Agreement"), with the option to extend the Agreement for two additional fiscal years; and

WHEREAS, on February 26, 2023 the City and RAMS entered into a First Amendment to the Agreement which increased the not-to-exceed amount for FY 2021-22 by \$3,000, from \$45,725 to \$48,725 in order to assist the City with the completion of the FY 2021-22 Annual Comprehensive Financial Report (ACFR); and

WHEREAS, the ACFR was previously prepared by the Finance Department with assistance from RAMS, but due to recent staff changes, the staff member with the particular expertise to prepare the ACFR is no longer able to prepare the report because of new assignments; and

WHEREAS, because there is a need for assistance in the preparation of the ACFR, the City would like to amend the Agreement to add to the Scope of Services the preparation each year of the City of Santee's ACFR for the remainder of the Agreement.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Santee, California, does hereby find, determine and declare as follows:

Section 1: The City Manager is hereby authorized to execute the Second Amendment to the Agreement with Rogers, Anderson, Malody & Scott, LLP, increasing the not-to-exceed amount in Fiscal Year 2022-23 by \$9,500 to \$57,510 and in Fiscal Year 2023-24 by \$9,980 to \$60,410, and adding an option to extend the Agreement for two additional fiscal years, with each of the two additional year options subject to an increase of a maximum of 5%.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 28th day of June 2023, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK


MEETING DATE June 28, 2023

ITEM TITLE APPROVAL OF THE AMENDED AND RESTATED HEARTLAND COMMUNICATIONS FACILITY AUTHORITY'S JOINT EXERCISE OF POWERS AGREEMENT.


DIRECTOR/DEPARTMENT Justin Matsushita, Fire Chief 

SUMMARY Heartland Communications Facility Authority (HCFA) is a Joint Powers Authority (JPA) that currently provides fire service and medical dispatch for eleven San Diego County agencies, including Santee. The original Agreement, in effect since June 25, 1986, has been amended several times to accommodate changing agency memberships and contract language revisions as necessary. On May 23, 2023 the HCFA Commission approved moving forward on proposed JPA Amendment changes, requesting that each member go forward to their Council for review as the agreement may be amended by a simple majority vote of JPA Member Agencies (Exhibit A, Section 11).

The most recent Joint Exercise of Powers Agreement (JPA), dated January 2, 2017 is being amended to update the list of member agencies to include two additional members (Exhibit A Opening Statement); revise the Agreement Restatement and Purpose effective date from January 1, 2017 to August 1, 2023 (Exhibit A, Section 1); adjust the Commission, the Board, and the Management Advisory Committee (MAC) meeting schedules to ensure that the final adoption of the annual budget will occur on or before June 30 for the ensuing fiscal year (Exhibit A, Section 3G, Items 1-3); define that meeting minutes will include regular and special meetings of the Commission, the Board, and the MAC (Exhibit A, Section 3G, Item 5); update the duties of the Treasurer/Controller of the Authority to include working with the Director to prepare the proposed budget for the coming fiscal year (Exhibit A, Section 3H, Item 3a); and extend the termination date of the Agreement from June 30, 2023 to June 30, 2031, outlining the continued liability associated with payment default or withdrawal prior to the termination date (Exhibit A, Section 8).

FINANCIAL STATEMENT  There is no direct fiscal impact as a result of approving the amended JPA. Santee's FY 2022-23 base HCFA membership assessment fees included member fees of \$357,927.72 and member CIP contributions of \$32,015.00.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION  Approve the Amended and Restated Joint Exercise of Powers Agreement for Heartland Communications Facility Authority, and authorize the City Manager to execute the HCFA JPA Amended and Restated Agreement.

ATTACHMENTS

Summary of Proposed Revisions to HCFA JPA (Exhibit A)
Individual Agency Signature Page (Exhibit B)



HEARTLAND COMMUNICATIONS FACILITY AUTHORITY

JPA MEMBERS BEING SERVED:

ALPINE FIRE PROTECTION DISTRICT
BONITA FIRE PROTECTION DISTRICT
EL CAJON FIRE DEPARTMENT
LA MESA FIRE DEPARTMENT
LAKESIDE FIRE PROTECTION DISTRICT
LEMON GROVE FIRE DEPARTMENT
SAN MIGUEL FIRE PROTECTION DISTRICT
SANTEE FIRE DEPARTMENT
VIEJAS FIRE DEPARTMENT



ALSO SERVING:

BARONA FIRE PROTECTION DISTRICT
SYCUAN FIRE DEPARTMENT

HCFA EXECUTIVE DIRECTOR JEFF LOGAN

Heartland Communications
Facility Authority
100 E Lexington Avenue
El Cajon, CA. 92020

June 6, 2023

Laura Koval
HCFA Commissioner
Santee Fire Department
10601 Magnolia Avenue
Santee, CA 92071

Reference: Formal request to accept proposed updates to the HCFA JPA Amended and Restated Agreement at the next City of Santee council meeting

Commissioner Koval,

HCFA respectfully requests, per the direction given at the HCFA Commission Meeting held Thursday, May 25, 2023, that your agency add to the next City of Santee council meeting an agenda item for recommendation to accept the proposed updates to our JPA Agreement as listed below.

Recommended JPA Agreement Changes

Page 1:

- Opening statement: dates, added San Miguel and Viejas
- Section 1: effective date, "as amended from time..."

Page 4:

- Section 3 (G)(1): meeting dates and budget adoption for fiscal year
- Section 3 (G)(2): "The Board shall consider..."
- Section 3 (G)(3): "which shall be held..."

Page 5:

- Section 3 (G)(5): "of the Commission, the Board..."

Page 6:

- Section 3 (H)(3a): "work with Director to prepare proposed..."

Page 13:

- Section 8: date changes to extend through June 30, 2023 to match the current term dates in our HCFA Lease Agreement.

To date, both HCFA Board of Chiefs and HCFA Management Advisory Committee (MAC) have approved the requested changes to our agreement. Per the agreement; amendments can only be made per Section 11. Amendment to Agreement (page 14).

Section 11. Amendment to Agreement.

This Agreement may only be amended by simple majority vote of all the Member Agencies. The Commission shall initiate any proposed amendment by requesting a formal recommendation from the Board. The Commission shall then forward the proposed amendment with the Board's recommendation to the governing body of each Member Agency. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to the Commission if the Member Agency concurs with the amendment. The Secretary shall notify each party of the resultant action.

I have included a copy of the JPA Agreement (Exhibit A) in its entirety (with tracked changes in red) for presentation to your board.

If your council adopts and properly executes approval, I have included a JPA Agreement Signatory Page (Exhibit B) to signed by your agency's approving official to be returned to Heartland before June 30, 2023, if possible. If you are not able to make this date, please let me know what your agency's time frame will be to complete this process or if the recommendation has not passed.

Respectfully,



Valerie Nellis
Heartland Communications
Administrative Coordinator
vnellis@heartlandfire.net
619-441-1623

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT FOR
“HEARTLAND COMMUNICATIONS FACILITY AUTHORITY”**

A Joint Exercise of Powers Agreement was originally made and entered into on the 25th day of June, 1986, (“Original Agreement”) amended at various times including on the 1st day of July, 2013, on the first day of January 2017, and most recently amended and restated on January 1, August 1, 2023~~17~~ by and among the ALPINE FIRE PROTECTION DISTRICT, BONITA-SUNNYSIDE FIRE PROTECTION DISTRICT, CITY OF EL CAJON, CITY OF LA MESA, LAKESIDE FIRE PROTECTION DISTRICT, CITY OF LEMON GROVE, CITY OF SANTEE, SAN MIGUEL FIRE PROTECTION DISTRICT, and the VIEJAS BAND OF KUMEYAAY INDIANS, (collectively the “Member Agencies” and individually “Member Agency”), all of which are organized and existing under and by virtue of the laws of the State of California.

WITNESSETH:

WHEREAS, the Member Agencies desire to amend and restate the Original Agreement by this agreement (“Agreement”); and

WHEREAS, the Member Agencies are each empowered by law to acquire sites, construct, equip, staff, maintain, operate, and lease public buildings related facilities for the purpose of communications; and

WHEREAS, the Member Agencies desire to provide fire communication and related services, and equip, staff, and operate a regional public safety services communications facility, and to provide a vehicle for the accomplishment thereof; and

WHEREAS, the Member Agencies desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this Agreement; and

WHEREAS, the Member Agencies are authorized to jointly exercise their powers pursuant to the provisions of Article 2, Chapter 4, Part 2, Division 2, Title 5, Sections 55631 through 55634, and Article 1, Chapter 5, Division 7, Title 1, Sections 6500 through 6530, of the Government Code of the State of California;

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

SECTION 1. Restatement and Purpose.

Except as otherwise provided in the Agreement, effective as of January 1, 2017 August 1, 2023 (“Effective Date”), this Agreement amends, restates, and supersedes in its entirety the Original Agreement, as amended from time to time prior to the adoption of this Agreement.

This Agreement is made pursuant to California Government Code Section 6500, et seq., hereinafter referred to as the “act,” to permit the joint exercise of certain powers common to the Member Agencies. The purpose of this Agreement is to enable the Member Agencies to exercise these powers jointly by equipping, maintaining, operating and staffing a facility and providing emergency call receiving and dispatching services to the Member Agencies. Such purpose will be accomplished and common powers exercised in the manner set forth in this Agreement. This Agreement is not intended to impair obligations of the Member Agencies arising under the Original Agreement which exist as of the Effective date of this Agreement. All pre-existing obligations, rights, and privileges of the Member Agencies shall continue hereunder, subject to the terms and conditions of this Agreement.

Section 2. Term.

This Agreement shall become effective as of the Effective Date hereof and shall continue indefinitely in full force and effect as long as the number of Member Agencies is not reduced below two (2), or until such time as the Member Agencies agree to amend, withdraw from, or terminate the Agreement, in the manner set forth in Section 8. In the event that the Member Agencies vote to merge or consolidate the Authority with another joint powers agency, and the Authority is not the surviving joint powers agency, this Agreement will terminate upon culmination of such merger or consolidation.

Section 3. Authority.

A. Creation of Authority

Pursuant to Section 6506 of the Act, there is hereby created a public entity, separate and apart from the Member Agencies, to be know as the “Heartland Communications Facility Authority” (“Authority”). The Debt and Long-Term Liabilities and Obligations of the Authority as defined in Sections 5(C)(5) and 5(C)(6) of this Agreement shall constitute the debt and Long Term Liabilities and Obligations of the Member Agencies on a pro rata basis as set forth in Sections 5(C)(3) and 5(C)(4).

B. Commission.

The Authority shall be governed by a Commission, which shall be called the “Heartland Communications Facility Commission” (“Commission”) and which shall exercise the powers set forth in Section 4(8) of this Agreement. Each Member Agency shall have one seat on the Commission and may appoint one Primary Commissioner to fill that seat and on Alternate Commissioner to fill that seat in the absence of the Primary Commissioner. Such appointments shall be made from

members of the governing body of the Member Agency in accordance with the Member Agency's policies and procedures. A Commissioner shall serve at the pleasure of the appointing Member Agency, except such appointee shall cease to be a Commissioner if he or she ceases to be a member of the governing body of the appointing Member Agency, or if the appointing Member Agency ceases to be a party of this Agreement. Each appointing member Agency shall notify the Secretary of their respective appointments. The Secretary shall notify each Member Agency of the appointments of the other parties.

C. Board of Chiefs

Pursuant to Section 6508 of the Act, there is hereby created an administrative body, immediately subordinate to the Commission, to be known as the "Board of Chiefs" ("Board"), whose members are hereinafter referred to as "Chiefs", and which shall exercise the powers set forth in Section 4(C) of this Agreement. Each member Agency shall have one primary Chief on the Board and one alternate Chief to fill that seat in the absence of the primary Chief. A Chief who represents more than one Member Agency shall have one vote for each agency he or she represents. A Chief, or his or her designee, shall serve at the pleasure of the Member Agency of which he or she is a representative, except he or she shall cease to be a Chief if he or she ceases to be the Fire Chief of the designee of the Fire Chief for the Member Agency, or if such Member Agency ceases to be a party to this Agreement. Each of the Member Agencies shall notify the Secretary of the names of its respective Chiefs, as applicable.

D. Management Advisory Committee

A Management Advisory Committee ("MAC") shall be made up of the City Managers of each of the member cities, and the Fire Chiefs of the other member agencies. A MAC representative shall serve at the pleasure of the Member Agency of which he or she is a representative, except he or she shall cease to be a MAC representative if he or she ceases to be the City Manager of the member city or Fire Chief of the member district, or if such Member Agency ceases to be a party to this Agreement. Each of the Member Agencies shall notify the Secretary of the names of its respective MAC representatives, as applicable.

E. Administration

The Authority may employ a Director ("Director"). The Director shall be authorized to act on behalf of the commission in all matters relating to the day to day operations of the Authority, implementation of the approved budget, and the direction of the personnel of the Authority under the general direction of the Board. The Director shall advise the Board and the Commission as requested in connection with any business relating to the Authority. The Director shall be hired by, report to, and serve at the pleasure of the Board, with the ratification of the Commission.

F. Attorney of the Authority

The Attorney of the Authority shall be selected by the Commission and serve at the will of the Commission. The Attorney shall advise the Commission, the Board, and the HCFA Director as requested in connection with any business relating to the Authority. The Commission may, as determined necessary, employ other counsel to represent and advise the Board and the Commission on business and/or other litigation.

G. Meetings of the Commission, the Board, and the MAC

(1) Regular and Special Meetings of the Commission

The Commission shall provide for its regular meetings; however, it shall hold at least one regular meeting ~~immediately~~ prior to each ~~April 30~~ June 1, at which meeting the Commission shall consider ~~and adopt~~ the ~~preliminary proposed~~ budget for the ensuing fiscal year for the Authority, with final adoption of the budget to occur on or before by July 31st, June 30th. ~~for the ensuing fiscal year.~~ The Commission shall provide for such further special meetings as may be needed, depending upon the urgency of business, or as may reasonably be requested by any Commissioner. The date, hour, and location at which any regular meeting shall be held shall be fixed by resolution and a copy of such resolution shall be filed with each of the Member Agencies.

(2) Regular and Special Meetings of the Board

The Board shall provide for its regular meetings; however, it shall hold at least one regular meeting each quarter. The Board may provide for further special meetings as may be needed, depending upon the urgency of business, or as may reasonably be requested of the Chair of the Board by a majority of the Chiefs. The Board shall consider the proposed budget for the next fiscal year at either a regular or special meeting scheduled at the Board's discretion, provided that the proposed budget shall be reviewed and forwarded to the Commission with the Board's recommendations no later than May 15. The date, hour, and location at which regular meetings shall be held shall be fixed by resolution and a copy of the resolution shall be filed with each of the Member Agencies.

(3) Meetings of the MAC

The MAC shall meet occasionally and as necessary but at least twice per year to review the proposed budget, financial performance, capital improvement program, financial reserves, and to provide advisement regarding operations and business matters to the Commission. One meeting shall be prior to budget adoption, which shall be held as promptly and reasonably as possible after receipt by the MAC of the proposed budget so that the MAC's comments regarding the budget can be forwarded to the Director no

later than April 30, and a second meeting shall be a mid-year review. The role of the MAC shall be advisory only to the Commission. Meetings may be convened with reasonable notice to MAC members at the request of the MAC, Commission, Board, or Director at a reasonable, date, and location. The MAC shall have no officers and because of the role of the MAC shall be to provide review and advisement, no quorum shall be necessary for the MAC to conduct a meeting. A good faith effort will be made to contact all MAC members and to attain a majority of members to attend any scheduled meeting.

(4) Ralph M. Brown Act

The Commission and the Board shall adopt rules for conduction their meetings and other business. All meetings of the Commission, the Board, and the MAC, including without limitation regular, adjourned regular, and the special meetings, shall be called, notified, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(5) Minutes

The Secretary shall cause minutes of regular, adjourned regular, and special meetings of the Commission, the Board, and the MAC to be kept, and shall, as soon as reasonably practicable after each meeting, provide a copy of the minutes to each Commissioner and each Chief, respectively, and to each of the Member Agencies.

(6) Quorum

A majority of the Commission or Board shall constitute a quorum for the transaction of business by that body. A lesser number of each body may adjourn for the lack of a quorum. No action shall be taken by either the Commission or the Board without an affirmative vote of approval by Commissioners or Board representing a simple majority of the total number of Member Agencies; provided, however, that voting on an action involved a CalPERS financial issue shall be by weighted voting as set forth in Section 5(C)(5) below.

H. Officers and Respective Duties

(1) Chair and Vice Chair of the Commission

The Commission shall elect a Chair and Vice Chair at its first regular meeting, and thereafter, at the first regular meeting held in each succeeding calendar year, the Commission shall elect or re-elect its Chair and Vice Chair. In the event the Chair or Vice Chair so elected ceases to be a Commissioner, the resulting vacancy shall be filled at the first meeting of the Commission held after such vacancy occurs. In the absence or inability

of the Chair to act, the Vice Chair shall act as Chair. The Chair, or in his or her absence the Vice Chair, shall preside and conduct all meetings of the Commission.

(2) Secretary to the Commission

The Director and/or designee shall be the Secretary to the Commission. The Secretary will keep minutes and will prepare an agenda for each meeting of the Commission and the Board. The Secretary will solicit agenda items for regular meetings at least fifteen working days in advance, and will distribute the agenda and supporting documentation in accordance with the provisions of the Ralph M. Brown Act. The Secretary will meet jointly with the Chair of the Board of Chiefs and Chair of the Commission at least ten working days in advance to develop the agenda. Agenda items will be supported by appropriate documentation and explanation. The Secretary will deliver the agenda and supporting documentation to each Commissioner, each officer of the Authority, and the Chair of the Board at least five working days prior to the scheduled meeting.

(3) Treasurer/Controller of the Authority

The Treasurer/Controller shall be appointed by the Commission, attend the meetings of the Commission, and advise the Commission in connection with any accounting, budgetary, monetary, or other financial matters relating to the Authority. The duties and responsibilities of the Treasurer/Controller include, but are not limited to, those set forth in Government Code Sections 6505, 6505.5, and 6509.5, and shall include the following:

(a) Establish, with the Commission's approval, the annual budget format, accounts, and documentation pertaining thereto, which most nearly reflect the objectives of the Authority and the operation of the communication program; work with Director to prepare proposed budget for the coming fiscal year.

(b) Establish and maintain the particular funds and accounts as required by generally accepted accounting practices and which most accurately and appropriately record and report the operations of the Authority as represented by the annual budget document;

(c) Enforce strict compliance with the approved annual budget and approve only the expenditures authorized therein;

(d) Ensure that all available cash is at all times invested in a cash management program and investment portfolio pertaining thereto in accordance with the provisions of California Government Code Section 53600 et seq. He or she will further ensure that sufficient liquidity is maintained to meet the Authority's cash disbursement needs;

(e) Furnish quarterly revenue, expenditure, and funds status reports to the Chair of the Commission; coordinate an annual audit of the basic financial statements in accordance with generally accepted governmental auditing standards; and facilitate an annual agreed upon procedures review of the debts, liabilities, and obligations of the Authority according to each Member Agency's pro rata share of call volumes;

(f) Maintain an inventory of all property of the Authority with the power to designate the authority Director as the custodian of such property;

(g) With advice from the Commission, obtain and maintain liability and casualty insurance for the Authority and for the property of the Authority, respectively; and

(h) Make all books and records of the Authority in his or her possession open to inspection at all reasonable times by representatives of the Member Agencies.

(4) Chair and Vice Chair of the Board

The Board shall elect a Chair and Vice Chair at its first regular meeting of each calendar year. In the event that the Chair or Vice Chair so elected ceases to be a Chief, the resulting vacancy shall be filled at the first meeting of the Board held after such vacancy occurs. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair, or in his or her absence the Vice Chair, shall preside at and conduct all meetings of the Board.

(5) Secretary of the Board

The Director or such person designated by the Director shall be the Secretary of the Board. The Secretary will keep minutes and will prepare an agenda for each meeting of the Board.

Section 4. Powers and Duties.

A. Authority.

The authority shall have the powers common to the Member Agencies set forth in recitals of this Agreement, to wit: the power to acquire sites and construct, equip, staff, maintain, operate, and lease public buildings, and related facilities for the purpose of communications.

The Authority is hereby authorized in its own name to perform all acts necessary for the exercise of common powers, including, but not limited to, any or all of the following:

- (1) To make and enter into contracts;
- (2) To employ agents and employees;
- (3) To acquire, construct, manage, maintain and operate any buildings, works or improvements;
- (4) To acquire, hold, or dispose of property within the County of San Diego;
- (5) To incur Debt and Long-Term Liabilities and Obligation as defined in Sections 5(C)(5) and 5(C)(6);
- (6) To receive gifts, contributions and donations of property and funds, services, and other forms of financial assistance, from persons, firms and corporations, and any government entity;
- (7) To rent or lease communications services to public or non-public agencies; and
- (8) To sue and be sued in its own name.

Such powers shall be exercised in the manner provided in the Act, and except as expressly set forth herein, are subject only to such restrictions as are imposed upon the City of El Cajon in the exercise of similar powers, pursuant to the Government Code Section 6509. The Debt and Long-Term liabilities and Obligations of the Authority shall also be the Debt and Long-Term Liabilities and Obligations of each of the Member Agencies on a pro rata basis according to each Member Agency's respective percentage of call volumes.

The Authority shall exercise aforesaid powers as needed to implement the purpose of this Agreement. Pursuant to Section 6504 of the Act, the Authority is empowered, and by this Agreement required, to assess the Member Agencies to finance the entire operation of the Authority in the manner set forth in this Agreement. The Authority may contract indebtedness for capital items only in the manner otherwise permitted by law. However, long-term financing shall be limited to the projected life term of the equipment or facility being financed, or a ten-year period, whichever is less.

B. Commission

The Commission, as a governing body of the Authority, shall formulate and set policy, including budget and purchasing policies, and shall exercise the powers set forth in Section 4(A) of this Agreement to accomplish its purpose. While the Commission retains full control and is responsible for the affairs of the Authority, it shall rely upon the Board for the actual program development, implementation, and operation. The normal

vehicle by and through which this shall be accomplished is the annual budget in the manner set forth in this agreement.

C. Board

The Board is the administrative arm of the Commission and is authorized to act on behalf of the Commission as necessary for the ordinary conduct of business. The Board is responsible to the Commission for development of consolidated regional public safety services communications program, and for the leasing of facilities, acquisition of equipment, personnel staffing, and full-time maintenance and operation of the communications program.

The Board shall exercise its authority and responsibilities by and through its Chair, whose appointment is set forth in Section 3(H)(4) of this Agreement.

Sections 5. Fiscal Year, Financing and Annual Budget.

A. Fiscal Year

The Authority's fiscal year shall be the twelve-month period commencing each July 1.

The Authority shall operate only under an approved fiscal year budget. The Authority may not operate at a deficit.

B. Budget Reserve

The Member Agencies shall pay for the entire operation of the Authority, using the annual expenditure budget to determine the total amount of assessment required. Each annual budget shall include a minimum reserve for Contingency equal to ten percent (10%) of otherwise budgeted and approved expenditures ("Reserve"). Money may be expended from this Reserve only with the express approval of the Commission. Any unexpected balance of the Reserve shall roll over as the beginning balance of the subsequent fiscal year. The total assessment against the Member Agencies may be reduced by expected revenue from executed contracts for dispatch services to public and non-public agencies and by unexpected or unobligated monies available at the end of the fiscal year prior to the year for which the budget is applicable.

C. Assessments, Budget

The Commission, in adopting an annual budget, thereby fixes the assessment against the Member Agencies and Contract Agencies, which is binding thereon, except as otherwise set forth in this Agreement regarding default or withdrawal. The amount of assessment against an individual Member Agency shall be determined, and specified in the budget, in accordance with criteria set forth in a budget policy established by Resolution.

The budget policy shall include, but need not be limited to, the following:

(1) Assessment

Assessments shall be determined for both Member and Contract Agencies based on adopted assessment rate(s) and estimated call volume from the previous calendar year. Assessment rates shall be set by action of the Commission no less than six months in advance of the effective date, notwithstanding exceptional events as determined by the Commission. Rates shall be set on a per-call basis to address the agency's long-term operating and capital needs in a way to maximize rate stability.

(2) Payment of Assessment

Upon adoption of the fiscal year budget by the Commission, and the forwarding thereof to the governing bodies of the Member agencies by the Secretary, the assessments fixed therein are automatically due and payable without further notice as follows:

July 15:	35%	of total assessment
October 15:	25%	of total assessment
January 15:	25%	of total assessment
April 15:	15%	of total assessment

The Commission may set a different payment schedule to accommodate the purchase of capital items, if sufficient monies would not otherwise be on hand to pay for such purchases.

A five percent (5%) late charge shall be imposed upon assessment payments not received by the Authority within forty-five (45) calendar days following mailing of a notice of assessments. An additional five percent (5%) shall be imposed if payment is not made within an additional thirty (30) calendar days. If an assessment including late charges, if any, is not paid in full within seventy-five (75) calendar days following any scheduled due date, the Member Agency shall be in default and subject to termination as a member of the Authority as provided under Section 8 of this Agreement. Upon termination of a Member agency in default, all outstanding obligations or assessments under this Section shall become immediately due and payable. Upon withdrawal by or termination of a Member Agency, payment of Debt incurred under this section shall be governed by Section 8 of this Agreement.

(3) Operation and Maintenance Expenses

The costs of operating and maintaining a communications facility and the communications and computer equipment housed therein shall include, but are not limited

to, personnel salaries and benefits, office and computer supplies and other consumables, payments to lease a facility, and replacement parts necessary to repair equipment due to normal wear and tear from ordinary usage.

(4) Capital Expenditures

Capital expenditures shall include the cost of original purchase of communications and computer equipment, hardware and other fixed assets type items, typically having a useful life of more than two years, including equipment improvements and additions, as opposed to replacement parts for ordinary maintenance during the useful life of the capital items. All costs associated with such purchase, such as installation, shall be capitalized. Replacement of equipment at the end of its useful life shall be a capital item.

Assessment of Member Agencies for capital expenditures shall be in accordance with the formula for operating expenses set forth in subdivision (1), above. Capital expenditures incurred for and unique to a minority of the Member Agencies shall be equally shared by such minority. The Commission may set up special cost allocation for these purchases, but all members funding the purchase must approve of the allocation.

(5) Long Term Liabilities and Obligations

“Long Term Liabilities and Obligations” shall be defined as obligation incurred through the conduct of business payable more than one year into the future, and therefore not within the current fiscal year and the annual budget, and may include any unfunded or under-funded or termination funding of employee benefit related expenses, including but not limited to compensated employee absences, OPEB Health cost, CalPERS Risk Pool Unfunded Liability, and the CalPERS New Unfunded Termination Liability may not be capable of precise calculation at the time a Member Agency withdraws or is terminated by the Commission. Nevertheless, each Member Agency agrees that upon withdrawal or termination it shall be liable to the Authority for a period of 5 years from the date of its withdrawal or termination for payment of its pro rata share of such Net Unfunded Termination Liability as and when such liability becomes due and payable.

(6) Debt and Debt Financing

“Debt” shall be defined as an obligation incurred by the use of borrowed monies to be repaid in the future to purchase facilities, equipment or to pay for operational obligations. On behalf of the Authority, the Commission may approve purchase of items or improvements using debt financing.

(7) Weighted Vote System

Except as expressly provided for herein, the Commissioner and Board representative for each Member Agency shall have one vote of equal value when a vote by the Commission or the Board is taken. A Chief who represents more than one Member agency shall have one vote for each agency he or she represents. However, the "Weighted Vote System" shall be used by the Commission or the Board when voting upon any CalPERS *financial* issue of the Authority. Each Member Agency will not have the same amount of influence over the outcome of these specific matters.

When the Commission or Board takes a vote upon a CalPERS financial issue, the Commissioner or Board representative for each Member Agency shall have a weighted vote equal to the total number of Member Agencies times a fraction, the numerator of which the total incident call volume attributable to the Member Agency represented by the Commissioner or board representative during the prior calendar year, and the denominator of which shall be the Authority's total incident call volume or the same time period. This allocation is likely to result in a Commissioner or Board representative having a fractional vote, e.g., one Commissioner or Board representative may have 1.25 votes, while another may have 0.75 votes.

D. Budget Administration

The Board has the authority to fully implement the approved budget. The Director, with the approval of the Board, may recommend expenditures and budgetary transfers or adjustments. However, neither the Director nor the Board may authorize personnel staffing in excess of that authorized in the budget in number, position classification, or salary. In addition, neither the Director nor the Board may after the capital budget, utilize the Reserve for contingency, or increase the total amount of the approved expenditure budget without Commission approval.

Section 6. Personnel.

A. The Authority may employ a Director and any other individuals deemed necessary to staff the communications program. The positions must be authorized and funded in the Authority's annual budget.

B. The Director, with oversight of the Board, is authorized to act on behalf of the Board in all matters of personnel administration given the positions and funding authorized by the Commission in the Authority's budget. This includes, but is not limited to, hiring, supervisory direction, performance evaluations, disciplinary matters, and terminations.

C. The Board, subject to approval by the Commission, may employ the director and communications dispatchers, to be known as "Fire Communications Dispatchers," and

individuals to fill any other positions deemed necessary. The positions must be authorized and funded in the Authority's annual budget.

Section 7. Dispatch Service to Other Agencies.

The Authority may provide dispatch service to public agencies and non-public agencies not a party to this Agreement, but only upon the majority vote of the Commission. Such service shall be contract, executed by the Chair of the Board on behalf of the Authority. The Commission shall establish by the contract, the amount of charge for the service.

Sections 8. Withdrawal; Termination.

Each Member Agency shall remain a party to this Agreement, and share in the costs of operation of the communications center until June 30, ~~2023~~2031, and continuing thereafter until this Agreement is terminated or until the Member Agency ceases to be a party to this Agreement. If, in the interim, any Member Agency defaults on payment of any assessment as defined in Section 5(C)(5) and 5(C)(6), or otherwise breaches this Agreement such Member Agency shall be subject to termination as a member of the Authority by vote of the Commission. The terminated Member Agency remains liable for the defaulted payment and late charges for the balance of the year's assessment and, in the event of termination prior to June 30, ~~2023~~2031, for assessments for years through June 30, ~~2023~~2031. Such subsequent assessments will be determined as if the terminated Member Agency is still a member of the Authority using the Member Agency's call volume for the preceding complete fiscal year in which it was a member, the assessment will be due and payable in full on July 30 of the fiscal year for which levied. Such terminated Member Agency shall also be liable for its pro rata share of Debt and Long Term Liabilities and Obligations as defined in Sections 5(C)(5) and 5(C)(6).

After June 30, ~~2023~~2031, any Member Agency defaulting on payment shall be subject to termination by a vote of the Commission and shall be liable for any defaulted payments, late charges, and its pro rata share of Debt and Long Term Liabilities and Obligations as defined in Sections (C)(5) and 5(C)(6).

A Member Agency may withdraw as a part to this Agreement without penalty commencing on June 30, ~~2023~~2031, or on any June 30 thereafter, with one hundred eighty (180) days' prior notice to the Authority. Such withdrawing Member Agency shall perform all obligations under this Agreement until the noticed June 30 date of withdrawal.

Notwithstanding the above, any Member Agency which withdraws shall be obligated to pay to the Authority a sum equal to said Member Agency's assessment for the fiscal year ending on the date of withdrawal. Further, a withdrawing Member Agency shall pay its pro rata share of the remaining balance of such Debt and Long Term Liabilities and Obligations that exists on the date of withdrawal; payment of the full amount shall be made within 30 days of the withdrawal date.

The Authority retains the right to seek legal redress, if necessary, to obtain payment of amounts due. The Authority is entitled to recover costs and attorney's fees related to such legal redress. A terminated member agency or a member Agency that withdraws forfeits any claim to any assets of the Authority.

Section 9. Dissolution.

This Agreement shall terminate and the Authority shall be dissolved if the number of parties to the Agreement becomes less than two, or if parties unanimously agree to terminate this Agreement. In either instance, dissolution shall only be effective upon a June 30th but shall in no event be effective until the requirements of Section 19 are satisfied. Should dissolution occur, all remaining members shall be responsible for winding down costs, including required audits, notwithstanding other provisions in this Agreement.

Section 10. Disposition of Assets.

A. This Agreement may not be terminated and there shall be no disposition of assets made to the parties to the Agreement until the Authority reasonable exhausts all means of collecting any monies due to the Authority. The Commission must formally accept a final accounting prepared by the Treasurer/Controller before any final disposition of net assets may be made and termination of this Agreement consummate.

B. If the cause for termination was reduction of the number of parties to the Agreement to less than two, all net assets of the Authority shall become the property of the sole remaining party to the Agreement.

C. If the cause for termination is mutual agreement, the total dollar amount of the net assets shall be apportioned among such parties according to the relative assessments paid by those parties during the entire term of Agreement.

D. In no event shall assets be transferred to Member Agencies until all Debts, Long Term Liabilities and Obligations are retired.

Section 11. Amendment to Agreement.

This Agreement may only be amended by simple majority vote of all the Member Agencies. The Commission shall initiate any proposed amendment by requesting a formal recommendation from the Board. The Commission shall then forward the proposed amendment with the Board's recommendation to the governing body of each Member Agency. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to the Commission if the Member Agency concurs with the amendment. The Secretary shall notify each party of the resultant action.

Section 12. Additional Parties to the Agreement.

Public agencies, as defined in the Act, which are not parties hereto, may become parties hereto only by amendment of this Agreement as provided in Section 11 hereof, and subject to the following terms and conditions, which shall be specified in the amendment:

- A. A provision specifying that, for purposes of the calculation of assessment expense allocation as set forth in Section (C)(1) and 5(C)(2), a minimum of 500 calls shall be attributed to the new Member Agency for a specified number of years.
- B. A buy-in fee to be paid by the new Member Agency in consideration of the existing equity in the Authority's assets.

Upon approval of the amendment by a majority of the Member Agencies as set forth in Section 11, the new Member Agency shall execute the amendment consenting to be bound by all terms of this Agreement as amended and, upon execution of the amendment by a duly authorized representative of the Commission attesting that the requisite vote of the Member Agencies approving the amendment has been obtained, the public agency shall become a member Agency with all rights and privileges and subject to all obligations and liabilities thereof.

Section 13. Severability.

Should any part, term, portion, or provision of this Agreement or the application thereof to any person or in any circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be constructed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

Section 14. Hold Harmless.

Each Member Agency shall defend, indemnify, and save all other individual Member Agencies and the Member Agency and Authority harmless from any and all claims arising out of that individual Member Agency's negligent performance of this Agreement. Any loss or liability resulting from the negligent acts, errors, or omissions of the Commission, Board, Director, or staff, while acting within the scope of their authority under this Agreement, shall be borne by the Authority exclusively. The provisions of this Section 14 shall survive the termination or expiration of this Agreement.

Section 15. Successors.

The Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

Section 16. Notice to State.

A notice of the creation of the Authority by this Agreement, and/or any amendments to this Agreement, shall be filed by the Authority with the Secretary of State pursuant to Section 6503.5 of the Act.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first above written.

**HCFA Amended and Restated JPA Agreement Updates
Individual Agency Signature Page**

IN WITNESS WHEREOF, the parties have caused the changes to the HCFA JPA Amended and Restated Agreement to be executed by their proper officers thereunto duly authorized.

CITY OF SANTEE

Attest:

By: _____

Its: _____

Date:

MEETING DATE June 28, 2023

ITEM TITLE RESOLUTION OF THE CITY COUNCIL DECLARING ITS INTENTION TO LEVY, AS A SUCCESSOR AGENCY TO COUNTY SERVICE AREA (CSA) 69, A SPECIAL TAX WITHIN THE CSA 69 REORGANIZATION BOUNDARY FOR FY 2023-2024 BY THE CITY OF SANTEE AND SETTING A PUBLIC HEARING

DIRECTOR/DEPARTMENT Heather Jennings, Finance *EB for HJ*

SUMMARY

Upon the dissolution of County Service Area No. 69 (“CSA 69”) on January 1, 2023, the Santee-Lakeside Emergency Medical Services Authority (“SLEMSA”) assumed responsibility for the administrative oversight and funding of emergency medical services provided within the boundaries of former County Service Area No. 69 (“CSA 69”) and certain additional areas identified by the Local Agency Formation Commission as within the CSA No. 69 Reorganization jurisdictional boundary (“CSA 69 Reorganization Boundary”). The City of Santee and Lakeside Fire Protection District are the successor agencies to CSA 69 within their respective territories, and are subject to any previously authorized taxes, benefit assessments, fees or charges of CSA 69, which they are authorized to assess, levy and/or collect within their respective boundaries, as successors to CSA 69.

Additionally, a Public Hearing must be conducted to complete the process of establishing the special tax to be levied on parcels within the CSA 69 Reorganization Boundary for the upcoming Fiscal Year.

The special tax was previously set each year based on the formula established by the County of San Diego, but will now be set by the City and Lakeside Fire Protection District. There will also be an annual adjustment based on the increase in the consumer price index for the San Diego area as determined by the United States Department of Labor. For Fiscal Year 2023-24, the increase in the consumer price index in the San Diego area is 7.71%. The annual special tax is included on the Property Tax bill for each affected parcel and was previously collected and transferred to CSA 69, but now will be collected and transferred, in part, to the City of Santee on the same schedule as the normal property tax payments.

On file with the City of Santee, City Clerk is a preliminary copy of specific parcels and charges within the City’s territory within the CSA 69 Reorganization Boundary elucidating the number of parcels subject to the special tax and the amount of the proposed tax.

The proposed Resolution will set a Public Hearing in order to complete this process, which will be held during the anticipated August 9, 2023, City of Santee Council Meeting.





CITY OF SANTEE

COUNCIL AGENDA STATEMENT

FINANCIAL STATEMENT *EB for HS*

If authorized, the total combined levy for the special tax levied on parcels within the CSA 69 Reorganization Boundary will be approximately \$3,214,698, of which \$1,359,671 will be levied from parcels with the city limits of the City of Santee and \$1,871,059 will be levied within the limits of Lakeside Fire Protection District. Amounts will be included in the Fiscal Year 2023-24 SLEMSA budget.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *MSB*

Staff recommends the adoption of a Resolution by the City Council to declare its intention to levy, as a successor agency to CSA 69, a special tax generated within the CSA 69 Reorganization Boundary for FY 2023-24 and setting a Public Hearing.

ATTACHMENT

Resolution



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE DECLARING ITS INTENTION TO LEVY, AS A SUCCESSOR AGENCY TO COUNTY SERVICE AREA (CSA) 69, A SPECIAL TAX WITHIN THE CSA 69 REORGANIZATION BOUNDARY FOR FY 2023-2024 BY THE CITY OF SANTEE AND SETTING A PUBLIC HEARING

WHEREAS, upon the dissolution of County Service Area No. 69 (hereinafter “CSA 69”) on January 1, 2023, the Santee-Lakeside Emergency Medical Services Authority (the “SLEMSA”) assumed the responsibility for the administrative oversight and funding of emergency medical services provided within the boundaries of former CSA 69, and certain additional areas identified by the Local Agency Formation Commission as within the CSA 69 Reorganization jurisdictional boundary (hereinafter “CSA 69 Reorganization Boundary”).

WHEREAS, the City and Lakeside Fire Protection District are the successor agencies to the CSA 69 within their respective territories, and are subject to any previously authorized taxes, benefit assessments, fees or charges of CSA 69, which they are authorized to assess, levy and/or collect within their respective boundaries, as successors to CSA 69; and

WHEREAS, the City of Santee is now responsible for levying a special tax within its territory located within the CSA Reorganization Boundary; and

WHEREAS, the special tax levied within the CSA 69 Reorganization Boundary provides funding for enhanced advanced life support ambulance transport services within the CSA 69 Reorganization Boundary; and

WHEREAS, the City of Santee has determined that it is necessary to continue to levy this special tax within the CSA Reorganization Boundary in order to continue to provide such extended services; and

WHEREAS, there is an annual special tax levied against the parcels contained within the CSA 69 Reorganization Boundary. The special tax was previously set each year based on the formula established by the County of San Diego. The City of Santee will set this tax for its territory moving forward. There will also be an annual adjustment based on the increase in the consumer price index for the San Diego area as determined by the United States Department of Labor. For Fiscal Year 2023-24, the increase in the consumer price index in the San Diego area is 7.71%. The annual special tax is assessed and included on the Property Tax bill for each affected parcel and previously was collected and transferred to CSA 69, but now will be collected and transferred, in part, to the City of Santee on the same schedule as the normal property tax payments; and

WHEREAS, in light of the CSA 69 Reorganization, it is required that both of SLEMSA's Members, the City of Santee and the Lakeside Fire Protection District annually cause to be prepared and filed internally the specific parcels and special tax to be levied within their territory within the CSA 69 Reorganization Boundary for the upcoming Fiscal Year; and

WHEREAS, the City of Santee shall cause to be noticed and thereafter conduct a Public Hearing to hear and consider testimony regarding the continuation of the levy of special tax for such extended service within former the CSA 69 Reorganization Boundary; and

WHEREAS, on file with the City Clerk of the City of Santee is a copy of specific parcels and special tax to be levied within the City's territory within the CSA 69 Reorganization Boundary elucidating the number of parcels being levied and the amount of the proposed charges; and

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

Section 1.

City Council adopts the Recitals set forth above as true and correct and accepts the parcels and special tax for the CSA 69 Reorganization Boundary service areas on file with the City Clerk of the City of Santee.

Section 2.

The City Council directs the City Clerk of the City of Santee to publish notice of a Public Hearing to be conducted on August 9, 2023 (or as soon thereafter as it may be heard) by the City Council of the City of Santee. The Public Hearing shall take place at 10601 Magnolia Ave., Santee, CA for the purpose of allowing public testimony regarding the enactment of the continuation and receipt of proposed Fiscal Year 2023-24 special tax on parcels within the City's territory within the CSA 69 Reorganization Boundary.

Section 3.

The City Council directs the City Clerk of the City of Santee to publish a Notice of Public Hearing once a week for two weeks pursuant to Government Code Section 6066. Any person affected by the proposed special tax may submit written comments or protest to the City Clerk of the City of Santee at any time before the conclusion of the Public Hearing or may appear in support of, or opposition to, the proposals at the time of the Public Hearing. For additional information, any interested person may contact the City Clerk at (619) 258-4100 Ext. 114 during the hours of 8:00am – 5:00pm, Mon-Thurs.

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 28th day of June 2023 by the following roll call vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

MEETING DATE June 28, 2023

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE
ESTABLISHING THE APPROPRIATIONS LIMIT FOR FY 2023-24

DIRECTOR/DEPARTMENT Heather Jennings, Finance *HJ*

SUMMARY

In accordance with Article XIII-B of the California Constitution, as amended, the City Council is required to adopt by resolution an appropriations limit prior to the beginning of each fiscal year. The appropriations limit creates a restriction on the amount of revenue that may be appropriated in any fiscal year. Not all revenues are restricted by the limit, only those which are considered proceeds of taxes.

The appropriations limit is adjusted each year based on a combination of population and inflation or assessed valuation factors. Population and inflation data is provided by the State Department of Finance, and the change in assessed valuation due to non-residential new construction data is provided by the City's property tax consultant HDL Coren & Cone. The appropriations limit for FY 2023-24 is calculated to be \$462,904,987 which is an increase of \$23,545,587 from the FY 2022-23 calculation based on the change in the City of Santee population and the change in per capita personal income. Appropriations of tax revenues subject to the limit total \$43,881,605 which is \$419,023,382 less than the calculated limit. Additional appropriations in FY 2023-24 funded by non-tax sources such as service charges, restricted revenues from other agencies, or grants would be unaffected by the appropriations limit. However, any supplemental appropriations funded through increased tax sources could not exceed the \$419,023,382 variance. Based on the amount of the variance, the City's appropriations limit will not be exceeded in the foreseeable future.

FINANCIAL STATEMENT

The appropriations limit for FY 2023-24 will be \$462,904,987.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MOB*

Adopt the attached resolution establishing the appropriations limit for FY 2023-24.

ATTACHMENTS (Listed Below)

Resolution (with Exhibit A - Appropriations Limit Calculation)



RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
ESTABLISHING THE APPROPRIATIONS LIMIT FOR FY 2023-24**

WHEREAS, Article XIII-B of the California State Constitution, as amended, requires local jurisdictions to annually adjust their appropriations limit for inflation and population changes; and

WHEREAS, the City has received population and per capita personal income data from the State Department of Finance, used to calculate the FY 2023-24 appropriations limit; and

WHEREAS, the required calculations to determine the appropriations limit for FY 2023-24 have been performed by the Finance Department and are on file with the office of the City Clerk and are available for public review; and

WHEREAS, these calculations are provided on Exhibit "A", which is herein incorporated by reference and attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Santee, California that the appropriations limit for FY 2022-23 shall be \$462,904,987 based upon the calculations provided on Exhibit "A".

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 28th day of June, 2023, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

**_____
JOHN W. MINTO, MAYOR**

ATTEST:

**_____
ANNETTE ORTIZ, CMC, CITY CLERK**

Attachment: Exhibit A

Appropriations Limit Calculation
FY 2023-24

Exhibit "A"

FY 2022-23 Limit (per Resolution No.091-2022)		\$ 439,359,400
Inflation Index Options:		
California per capita personal income (CCPI) change	4.44 %	
Change in assessed valuation due to non-residential new construction	2.06 %	
Inflation Factor to Use		1.0444
Population Index Options:		
City Population Growth	0.88 %	
County Population Growth	(0.13) %	
Population Factor to Use		1.0088
Cumulative Factor (Inflation Factor x Population Factor)		<u>1.053591</u>
FY 2023-24 Limit		<u><u>\$ 462,904,987</u></u>

MEETING DATE June 28, 2023

ITEM TITLE RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE AWARD OF A CONTRACT FOR IRRIGATION MATERIALS AND LANDSCAPE SUPPLIES TO SITEONE LANDSCAPE SUPPLY, LLC PER COUNTY OF ORANGE CONTRACT MA-060-23010231

DIRECTOR/DEPARTMENT Nicolas Chavez, Community Services

Ask for NE

SUMMARY

This item requests City Council authorization of the award of a contract for irrigation materials and landscape supplies to SiteOne Landscape Supply, LLC. Santee Municipal Code Section 3.24.130 authorizes the City to buy directly from a vendor price established by a competitive or competitively negotiated bid by another public agency as long as that bid substantially complied with the formal bidding procedures in Santee Municipal Code Section 3.24.100 even if the City had not joined with that public agency in a cooperative purchase. In August 2022, the County of Orange conducted a formal competitive request for bid (RFB) process, substantially complying with Santee's Municipal Code, for provision of irrigation materials and landscape supplies. Based primarily on the overall lowest responsive, responsible bid, and with review of the bidders' qualification and references, SiteOne Landscape Supply, LLC was awarded the contract for MA-060-23010231 for an initial three-year term plus two additional one-year options.

Santee's Purchasing Ordinance generally requires City Council approval of all purchases of goods exceeding \$50,000. Staff recommends that City Council authorize the City Manager to execute an Agreement with SiteOne Landscape Supply, LLC for purchase of irrigation materials and landscape supplies, utilizing the County of Orange contract for MA-060-23010231, and subsequent renewal, for an amount of \$60,000 for Fiscal Year 2023-24.

Staff also requests City Council authorization for the City Manager to approve future purchase orders per subsequent contract renewals and annual change orders up to ten percent (10%) of the then-current contract amount.

FINANCIAL STATEMENT *EB*

Funding for this contract will be provided by various accounts in the Community Services Department proposed FY 2023-24 operating budget.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *MDB*

Adopt Resolution:

1. Authorizing the City Manager to execute an Agreement with SiteOne Landscape Supply, LLC for purchase of irrigation materials and landscape supplies, utilizing the County of Orange contract for MA-060-23010231, and subsequent renewal, for an amount of \$60,000 for Fiscal Year 2023-24; and



2. Authorizing the City Manager to approve up to three (3) additional 12-month options to renew along with the corresponding purchase orders; and
3. Authorizing the City Manager to approve annual change orders up to ten percent (10%) of the then-current contract amounts.

ATTACHMENT
Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, AUTHORIZING THE AWARD OF A CONTRACT FOR IRRIGATION
MATERIALS AND LANDSCAPE SUPPLIES TO SITEONE LANDSCAPE SUPPLY,
LLC PER COUNTY OF ORANGE CONTRACT MA-060-23010231**

WHEREAS, the City is in need of a contract for procuring irrigation materials and landscape supplies. Santee Municipal Code Section 3.24.130 authorizes the City to buy directly from a vendor price established by a competitive or competitively negotiated bid by another public agency as long as that bid substantially complied with the formal bidding procedures in the Santee Municipal Code Sections 3.24.100 even if the City had not joined with that public agency in a cooperative purchase; and

WHEREAS, in August 2022, the County of Orange conducted a formal competitive request for bid (RFB) process, substantially complying with Santee's Municipal Code, for provision of irrigation materials and landscape supplies. Based on the requirements for the lowest responsive responsible bidder, SiteOne Landscape Supply, LLC was awarded the contract for MA-060-23010231 for an initial three-year term plus two additional one-year options; and

WHEREAS, staff recommends authorizing the City Manager to execute an agreement with SiteOne Landscape Supply, LLC for purchase of irrigation materials and landscape supplies, utilizing the County of Orange contract for MA-060-23010231, and subsequent renewal, for an amount of \$60,000 for Fiscal Year 2023-24. The term of the agreement will be July 1, 2023 through June 30, 2024 plus three (3) subsequent 12-month options to renew; and

WHEREAS, staff recommends authorizing the City Manager to approve future purchase orders per subsequent contract renewals and annual change orders up to ten percent (10%) of the then-current contract amount.

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

Section 1. Authorizes the City Manager to execute an Agreement with SiteOne Landscape Supply, LLC for purchase of irrigation materials and landscape supplies, utilizing the County of Orange contract for MA-060-23010231, for an amount of \$60,000 for Fiscal Year 2023-24; and

Section 2. Authorizes the City Manager to approve up to three (3) additional 12-month options to renew along with the corresponding purchase orders; and

Section 3. Authorizes the City Manger to approve annual change orders up to ten percent (10%) of the then-current contract amounts.

RESOLUTION NO. _____

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 28 day of June, 2023, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

MEETING DATE June 28, 2023

ITEM TITLE RESOLUTION APPROVING THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2024-2028 AND ADOPTING THE CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEARS 2023-24 AND 2024-25

DIRECTOR/DEPARTMENT Marlene Best, City Manager
Heather Jennings, Director of Finance

SUMMARY

The Proposed Capital Improvement Program (CIP) for Fiscal Years 2024-2028 was presented to the City Council for review and discussion on May 24, 2023 and June 14, 2023. Additional updates have been made to the Proposed CIP as a result of the discussions from the latest City Council meeting. The proposed CIP is now being presented to the City Council for additional discussion, public comment and adoption.

The updates discussed during the June 14, 2023 City Council meeting include the following:

1. State Route 67/Woodside Avenue Interchange Improvements project has been removed from the CIP.
2. Median Installation on Mission Gorge Road (Fanita Drive to Carlton Hills Blvd) has been removed from the CIP. Staff is recommending removal of the project due to limitations of the funding source (Traffic Mitigation Fees) and safety concerns if the project is modified with left turn lanes.
3. Gateway Signage project has been removed from the CIP.
4. Big Rock Park Restroom Improvements project has been renamed and updated to include a more detailed description of the work to be performed. It also outlines additional repairs, not previously outlined, which could be funded with the Recreation Revolving Fund in the near future.

The purpose of the CIP is to provide a multi-year planning tool for the infrastructure and other capital needs of the community, and to coordinate the scheduling and financing of projects. Emphasis has been placed on the first two years, which upon City Council action will become the adopted capital projects budget. Once adopted, the CIP is continually monitored to ensure funding sources are available as projected and can be revised at any time by City Council action. A comprehensive update to the CIP is performed bi-annually in response to continually evolving priorities and economic conditions.

FINANCIAL STATEMENT

The Proposed Capital Improvement Program will establish the appropriated capital projects budget for fiscal years 2024 and 2025 once adopted and reflects \$42.9 million in funded projects in the first two fiscal years.

CITY ATTORNEY REVIEW N/A Completed



RECOMMENDATION *MSB*

Adopt the attached resolution approving the Capital Improvement Program for Fiscal Years 2024-2028 and adopting the Capital Improvement Program budget for Fiscal Years 2023-24 and 2024-25, including any changes as directed by the City Council.

ATTACHMENT

1. Resolution
2. Updated Big Rock Park Restroom/Site Improvements project page
3. Updated CIP Financial Summary Spreadsheet
4. May 24, 2023 Council Agenda Statement and Staff Report

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
APPROVING THE CAPITAL IMPROVEMENT PROGRAM
FOR FISCAL YEARS 2024-2028 AND
ADOPTING THE CAPITAL IMPROVEMENT PROGRAM BUDGET
FOR FISCAL YEARS 2023-24 AND 2024-25**

WHEREAS, the City of Santee, California requires public infrastructure improvements in areas such as circulation, drainage, parks and public facilities; and

WHEREAS, the prioritization and scheduling of these improvements is necessary to best serve the public's health, safety and welfare; and

WHEREAS, in order to prioritize these public infrastructure improvements, a Capital Improvement Program is necessary; and

WHEREAS, on May 24, 2023, June 14, 2023 and June 28, 2023 public meetings were held by the City Council to discuss the Proposed Capital Improvement Program for Fiscal Years 2024-2028; and

WHEREAS, in order to show the City's commitment in assisting with the funding of State Route 52 Improvements Between SR-125 and I-15 and provide a source of matching funds for potential grants, \$200,000 will be reallocated from the General Fund, Community Choice Aggregation (CCA) startup up costs, and transferred to the Capital Improvement Program; and

WHEREAS, the City Council considered all recommendations by staff and public testimony.

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

SECTION 1.

The Capital Improvement Program for Fiscal Years 2024-2028 as submitted by the City Manager, including all changes directed by the City Council, is hereby approved.

SECTION 2.

The Capital Improvement Program Budget for Fiscal Years 2023-24 and 2024-25 is hereby adopted and appropriated pursuant to Section 1.

SECTION 3.

The City Manager may authorize transfers of up to \$25,000 between approved Capital Improvement Program projects.

SECTION 4.

RESOLUTION NO. _____

Unencumbered balances remaining at June 30, 2024 and June 30, 2025 for Capital Improvement Program projects may be carried forward to the succeeding fiscal year without further City Council action.

SECTION 5.

In order to show the City's commitment in assisting with the funding of State Route 52 Improvements Between SR-125 and I-15 and provide a source of matching funds for potential grants, \$200,000 currently reserved in the General Fund for Community Choice Aggregation (CCA) startup costs is hereby reallocated to the SR 52 Improvements Between SR-125 and I-15 project.

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 28th day of June 2023 by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

Big Rock Park Restroom / Site Improvements Park Project



Project Location: Big Rock Park

- Description:** Construct new restroom/maintenance building including gender neutral and accessible facilities to improve safety and convenience. Paint existing light poles, bollards, bike rack, shade/trellis structures. Repair damaged and lifted concrete in walkway and seating areas. Upgrade existing drinking fountains with bottle fillers.
- Justification:** The current restrooms at Big Rock Park are in need of replacement and detract from the experience of Big Rock Park. Additional site maintenance is needed to revitalize and repair existing site amenities.
- Operating Impact:** The painting, concrete repairs and drinking fountain upgrades in the amount of \$50,000 will be funded by the Recreation Revolving Fund in FY 2023-24.

	Prior Year						
Expenditures	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total	
Expenditures:							
Planning/Design	\$ -	\$ -	\$ -	\$ -	\$ 111,000	\$ 111,000	
Construction	-	-	-	-	666,000	666,000	
Total	\$ -	\$ -	\$ -	\$ -	\$ 777,000	\$ 777,000	
Source of Funds:							
Public Facilities Fees	\$ -	\$ -	\$ -	\$ -	\$ 388,500	\$ 388,500	
Park-in-Lieu Fees	-	-	-	-	388,500	388,500	
Total	\$ -	\$ -	\$ -	\$ -	\$ 777,000	\$ 777,000	

Capital Improvement Program - Summary of Projects by Project Type
Fiscal Years 2024 - 2028

Pg. No.	Lead Dept	Project	Prior Expenditures	Proposed FY 2023-24	Proposed FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28	Total Project Cost
CIRCULATION PROJECTS									
1	ENG	ADA Pedestrian Ramp Improvements ⁽²⁾	\$ -	\$ 1,080,000	\$ 1,080,000	\$ 1,080,000	\$ 1,080,000	\$ 1,080,000	\$ 5,400,000
2	ENG	Bridge Restorations Citywide ⁽²⁾	-	1,070,000	1,070,000	1,070,000	1,070,000	1,070,000	5,350,000
3	ENG	Concrete Repair/Replacement Program ⁽²⁾	-	220,000	220,000	220,000	220,000	220,000	1,100,000
4	ENG	Cottonwood Ave River Crossing ⁽²⁾	-	-	-	-	-	20,786,000	20,786,000
5	ENG	Cottonwood Ave Widening & Sidewalks ⁽²⁾	-	-	-	300,000	7,225,000	4,605,000	12,130,000
6	ENG	Cuyamaca Right Turn Lanes at Mission Gorge	546,500	1,210,000	-	-	-	-	1,756,500
8	ENG	Graves Avenue Street Improvements	-	-	300,000	1,695,000	3,180,000	2,369,000	7,544,000
9	ENG	Magnolia Avenue Widening ⁽²⁾	-	-	-	-	-	4,786,000	4,786,000
10	ENG	Mast Blvd and West Hills Pkwy Intersection	225,000	1,500,000	-	-	-	-	1,725,000
11	ENG	Median Modification - Mission Gorge at Market Place	-	90,000	470,000	-	-	-	560,000
12	CSD	Median/Streetscape Improvements Citywide ⁽¹⁾	-	-	-	100,000	1,000,000	-	1,100,000
13	CSD	Median Upgrade - Mission Gorge at Town Center ⁽¹⁾	-	-	-	-	-	1,392,000	1,392,000
14	ENG	Olive Lane Improvements ⁽¹⁾	-	-	-	-	623,000	2,227,000	2,850,000
15	ENG	Pavement Condition Report	-	-	-	85,000	-	-	85,000
16	ENG	Pavement Repair and Rehabilitation Citywide ⁽²⁾	40,000	1,696,000	2,392,000	2,464,000	2,538,000	2,614,000	11,744,000
17	ENG	Pavement Roadway Maintenance Citywide ⁽²⁾	45,000	5,176,940	2,370,000	2,442,000	2,516,000	2,592,000	15,141,940
18	ENG	Prospect Avenue and Mesa Road Improvements	281,000	811,200	-	-	-	-	1,092,200
19	ENG	Prospect Avenue Improvements - West ⁽²⁾	-	-	-	400,000	11,797,000	9,070,000	21,267,000
20	ENG	Regional Arterial Management System	-	7,400	7,400	7,400	7,400	7,400	37,000
21	ENG	Safe Routes to School Improvements ⁽¹⁾	-	-	-	180,000	240,000	-	420,000
22	ENG	Sidewalk Program Citywide ⁽¹⁾	-	-	-	-	-	26,333,100	26,333,100
23	ENG	Smart Traffic Signals	-	1,164,000	-	-	-	950,000	2,114,000
24	ENG	State Route 52 Improvements ⁽²⁾	720,000	1,000,000	20,280,000	31,500,000	-	-	53,500,000
26	ENG	Street Light Installation ⁽¹⁾	-	-	-	500,000	-	-	500,000
27	ENG	Street Light LED Upgrades	38,000	1,136,000	-	-	-	-	1,174,000
28	ENG	Traffic Calming Manual ⁽¹⁾	-	-	-	100,000	-	-	100,000
29	ENG	Traffic Signal & Communications Upgrades	1,054,800	1,879,000	550,000	600,000	-	-	4,083,800
30	ENG	Traffic Signal LED Replacement	-	196,700	-	-	-	-	196,700
31	ENG	Traffic Signal Modification-Carlton Oaks/Weathersfield	-	-	-	-	-	489,000	489,000
32	ENG	Traffic Signal Modification - Mast/Carlton Hills	-	-	-	-	219,500	-	219,500
33	ENG	Utility Undergrounding-Mission Gorge & Carlton Hills	-	40,000	288,100	-	-	-	328,100
Subtotal Circulation Projects			\$ 2,950,300	\$ 18,277,240	\$ 29,027,500	\$ 42,743,400	\$ 31,715,900	\$ 80,590,500	\$ 205,304,840

(1) This project is unfunded at this time. See specific project page for more detail.

(2) This project is partially unfunded at this time. See specific project page for more detail.

Capital Improvement Program - Summary of Projects by Project Type

Fiscal Years 2024 - 2028

Pg. No.	Lead Dept	Project	Prior Expenditures	Proposed FY 2023-24	Proposed FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28	Total Project Cost
DRAINAGE PROJECTS									
37	ENG	CMP Storm Drain Replacement Program ⁽²⁾	\$ -	\$ 2,195,000	\$ 2,366,000	\$ 2,437,000	\$ 2,510,000	\$ 2,330,000	\$ 11,838,000
38	ENG	Mission Gorge Rd Drainage Improvements East ⁽¹⁾	-	-	-	781,000	3,000,000	3,767,000	7,548,000
39	ENG	Mission Gorge Rd Drainage Improvements West ⁽¹⁾	-	-	-	433,000	2,000,000	1,890,000	4,323,000
40	ENG	SD River Bacteria Reduction - Investigative Order	-	37,500	37,500	37,500	37,500	37,500	187,500
41	ENG	SD River Bacteria Reduction - TMDL	-	87,000	87,000	121,000	121,000	121,000	537,000
42	ENG	Shadow Hill/Woodside Drainage Improvements ⁽¹⁾	-	-	-	-	1,322,000	1,783,000	3,105,000
43	ENG	Storm Drain Trash Diversion	357,737	332,000	170,000	170,000	170,000	-	1,199,737
Subtotal Drainage Projects			\$ 357,737	\$ 2,651,500	\$ 2,660,500	\$ 3,979,500	\$ 9,160,500	\$ 9,928,500	\$ 28,738,237
FACILITY PROJECTS									
47	ENG	City Hall Improvements	\$ -	\$ 565,000	\$ 104,000	\$ -	\$ -	\$ -	\$ 669,000
48	IT	City Hall Network Wiring Upgrade	-	90,000	-	-	-	-	90,000
49	ENG	Community Center	1,140,000	290,000	100,000	19,470,000	-	-	21,000,000
50	ENG	Electric Vehicle Charging Stations ⁽²⁾	-	50,000	144,000	225,000	452,000	73,000	944,000
51	FIRE	Fire Phase 1A - New Fire Station Operations Center ⁽²⁾	-	700,000	-	14,700,000	-	-	15,400,000
52	FIRE	Fire Phase 1B - Fleet Maintenance Facility ⁽²⁾	-	400,000	-	5,200,000	-	-	5,600,000
53	FIRE	Fire Phase 2A - Fire Station 4 Replacement ⁽¹⁾	-	-	-	1,200,000	17,050,000	-	18,250,000
54	FIRE	Fire Phase 2B - Emergency Operations Center ⁽¹⁾	-	-	-	500,000	3,000,000	-	3,500,000
55	FIRE	Fire Phase 3 - New Fire Station Northern Santee ⁽¹⁾	-	-	-	-	1,000,000	13,000,000	14,000,000
56	CSD	Lighting Upgrades Citywide ⁽¹⁾	-	-	-	600,000	-	-	600,000
57	ENG	Operations Center Upgrades	15,000	870,000	-	-	-	-	885,000
58	ENG	Parking Lot Resurfacing	-	-	-	225,000	100,000	100,000	425,000
59	ENG	Santee Library ⁽¹⁾	-	-	-	-	-	20,250,000	20,250,000
Subtotal Facility Projects			\$ 1,155,000	\$ 2,965,000	\$ 348,000	\$ 42,120,000	\$ 21,602,000	\$ 33,423,000	\$ 101,613,000

(1) This project is unfunded at this time. See specific project page for more detail.

(2) This project is partially unfunded at this time. See specific project page for more detail.

Capital Improvement Program - Summary of Projects by Project Type

Fiscal Years 2024 - 2028

Pg. No.	Lead Dept	Project	Prior Expenditures	Proposed FY 2023-24	Proposed FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28	Total Project Cost
PARK PROJECTS									
63	CSD	Big Rock Park Restroom Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 777,000	\$ 777,000
64	CSD	Big Rock Park Trail Head Enhancements ⁽¹⁾	-	-	-	1,713,400	-	-	1,713,400
65	CSD	General Park Improvements	-	35,000	35,000	35,000	35,000	35,000	175,000
66	CSD	Skate Park at Town Center Community Park ⁽¹⁾	-	-	-	1,000,000	-	-	1,000,000
67	CSD	Sports Field & Court Improvements	-	85,000	20,000	20,000	20,000	20,000	165,000
68	CSD	TCCP Artificial Turf Replacement ⁽¹⁾	-	-	-	1,100,000	-	-	1,100,000
69	CSD	Trails - Mast Blvd to Walker Preserve	-	-	-	-	2,500,000	-	2,500,000
70	ENG	Trails - SD River at Carlton Oaks ⁽¹⁾	-	-	-	2,500,000	8,000,000	-	10,500,000
71	ENG	Trails - SD River North Side Cuyamaca to Cottonwood ⁽²⁾	-	-	-	1,127,000	6,000,000	4,418,000	11,545,000
72	CSD	Trails - SD River South Side Cuyamaca to Magnolia	-	-	-	-	412,000	3,563,000	3,975,000
Subtotal Park Projects			\$ -	\$ 120,000	\$ 55,000	\$ 7,495,400	\$ 16,967,000	\$ 8,813,000	\$ 33,450,400
OTHER PROJECTS									
75	ENG	Broadband Infrastructure Improvements	\$ 30,000	\$ 1,202,000	\$ -	\$ -	\$ -	\$ -	\$ 1,232,000
76	ENG	Clock Tower Video Display Upgrade	8,000	152,000	-	-	-	-	160,000
77	IT	Council Chamber Audio/Visual Replacement Program	-	-	-	90,000	90,000	90,000	270,000
78	FIN	Financial Management System Upgrade	-	-	100,000	900,000	-	-	1,000,000
79	ENG	Permitting and Land Management System	554,070	165,600	-	-	-	-	719,670
80	FIRE	San Diego River Fire Hazard Mitigation Plan ⁽²⁾	-	530,430	3,546,570	3,546,570	-	-	7,623,570
81	CM	Website Update	-	100,000	-	-	-	-	100,000
Subtotal Other Projects			\$ 592,070	\$ 2,150,030	\$ 3,646,570	\$ 4,536,570	\$ 90,000	\$ 90,000	\$ 11,105,240
Total Capital Improvement Program Fiscal Years 2024-2028				\$ 26,163,770	\$ 35,737,570	\$ 100,874,870	\$ 79,535,400	\$ 132,845,000	\$ 375,156,610

(1) This project is unfunded at this time. See specific project page for more detail.

(2) This project is partially unfunded at this time. See specific project page for more detail.

Capital Improvement Program - Summary of Projects by Revenue Source

Fiscal Years 2024-28

REVENUE SOURCE & Project Expenditures		Prior Expenditures	Available Balance	Proposed FY 2023-24	Proposed FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28	Total 5-Year Revenue & Expenditures
AMERICAN RESCUE PLAN ACT									
Prior Year Balance			4,180,595	4,180,595	894,198	450,878	7,558	7,558	
Revenues							-	-	4,180,595
ENG	Broadband Infrastructure Improvements	30,000		1,039,000	-	-	-	-	1,039,000
ENG	CMP Storm Drain Replacement Program ⁽²⁾			917,304	-	-	-	-	917,304
ENG	Community Center	156,595							-
ENG	Pavement Roadway Maintenance Citywide			1,000,000	-	-	-	-	1,000,000
ENG	Permitting and Land Management System	100,000		-					-
FIRE	San Diego River Hazard Mitigation			66,300	443,320	443,320	-	-	952,940
ENG	Storm Drain Trash Diversion	357,737		263,793	-	-	-	-	263,793
<i>Total Expenditures</i>				<u>3,286,397</u>	<u>443,320</u>	<u>443,320</u>	<u>-</u>	<u>-</u>	<u>4,173,037</u>
<i>Balance</i>				894,198	450,878	7,558	7,558	7,558	7,558
CalRecycle Grant									
Prior Year Balance			-	-	-	-	-	-	
Revenues				15,000	15,000	15,000	15,000	15,000	75,000
CSD	General Park Improvements			15,000	15,000	15,000	15,000	15,000	75,000
<i>Total Expenditures</i>				<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>75,000</u>
<i>Balance</i>				-	-	-	-	-	-
CDBG									
Prior Year Balance			-	-	-	-	-	-	
Revenues				208,310	182,000	182,000	182,000	182,000	936,310
ENG	ADA Pedestrian Ramp Improvements			208,310	182,000	182,000	182,000	182,000	936,310
<i>Total Expenditures</i>				<u>208,310</u>	<u>182,000</u>	<u>182,000</u>	<u>182,000</u>	<u>182,000</u>	<u>936,310</u>
<i>Balance</i>				-	-	-	-	-	-

Capital Improvement Program - Summary of Projects by Revenue Source

Fiscal Years 2024-28

REVENUE SOURCE & Project Expenditures		Prior Expenditures	Available Balance	Proposed FY 2023-24	Proposed FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28	Total 5-Year Revenue & Expenditures
GAS TAX									
Prior Year Balance			-	-	-	-	-	-	-
Revenues				196,700					196,700
ENG	Traffic Signal LED Replacement	-		196,700					196,700
Total Expenditures				196,700	-	-	-	-	196,700
Balance				-	-	-	-	-	-
GAS TAX-RMRA									
Prior Year Balance			453,300	453,300	542,350	303,570	593,290	912,010	
Revenues				1,395,050	1,423,000	1,451,500	1,480,500	1,510,100	7,713,450
ENG	Bridge Restorations Citywide	-		50,000	50,000	50,000	50,000	50,000	250,000
ENG	Concrete Repair/Replacement Program	-		70,000	70,000	70,000	70,000	70,000	350,000
ENG	Pavement Repair and Rehabilitation Citywide	-		-	521,000	521,000	521,000	521,000	2,084,000
ENG	Pavement Roadway Maintenance Citywide	-		1,186,000	1,020,780	520,780	520,780	520,780	3,769,120
Total Expenditures				1,306,000	1,661,780	1,161,780	1,161,780	1,161,780	6,453,120
Balance				542,350	303,570	593,290	912,010	1,260,330	1,260,330

Capital Improvement Program - Summary of Projects by Revenue Source Fiscal Years 2024-28

REVENUE SOURCE & Project Expenditures		Prior Expenditures	Available Balance	Proposed FY 2023-24	Proposed FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28	Total 5-Year Revenue & Expenditures
GENERAL FUND						-	-	-	
Prior Year Balance			5,530,000	5,530,000	698,503	3	(1,453,497)	(1,881,997)	
Revenues				517,750	-				6,047,750
ENG	City Hall Improvements	-		565,000	104,000	-	-	-	669,000
IT	City Hall Network Wiring Upgrade	-		90,000	-	-	-	-	90,000
ENG	Electric Vehicle Charging Stations	-		50,000	-	-	-	-	50,000
FIN	Financial Management System Upgrade			-	100,000	900,000	-	-	1,000,000
FIRE	Fire Phase 1A - New Fire Station Ops Center			700,000	-	-	-	-	700,000
FIRE	Fire Phase 1B - Fleet Maintenance Facility	-		400,000	-	-	-	-	400,000
ENG	State Route 52 Improvements			-	200,000	-	-	-	200,000
ENG	Operations Center Upgrades	15,000		870,000	-	-	-	-	870,000
ENG	Parking Lot Resurfacing	-		-	-	225,000	100,000	100,000	425,000
ENG	Pavement Repair and Rehabilitation Citywide	-		450,000	-	-	-	-	450,000
ENG	Pavement Roadway Maintenance Citywide			1,765,940	-	-	-	-	1,765,940
ENG	Permitting and Land Management System	294,070		165,600	-	-	-	-	165,600
ENG	SD River Bacteria Reduction - Investigative Order	-		37,500	37,500	37,500	37,500	37,500	187,500
ENG	SD River Bacteria Reduction - TMDL	-		87,000	87,000	121,000	121,000	121,000	537,000
ENG	Storm Drain Trash Diversion	-		68,207	170,000	170,000	170,000	-	578,207
CSD	Website Update	-		100,000	-	-	-	-	100,000
<i>Total Expenditures</i>				<u>5,349,247</u>	<u>698,500</u>	<u>1,453,500</u>	<u>428,500</u>	<u>258,500</u>	<u>8,188,247</u>
<i>Balance</i>				698,503	3	(1,453,497)	(1,881,997)	(2,140,497)	(2,140,497)
PARK-IN-LIEU FEES									
Prior Year Balance			2,766,940	2,766,940	3,215,130	4,081,320	1,636,400	5,486,850	
Revenues				553,190	906,190	2,665,080	3,890,450	4,235,290	15,017,140
CSD	Big Rock Park Restroom Improvements	-		-	-	-	-	388,500	388,500
CSD	Community Center	778,000		-	-	5,070,000	-	-	5,070,000
CSD	General Park Improvements	-		20,000	20,000	20,000	20,000	20,000	100,000
CSD	Sports Field & Court Improvements	-		85,000	20,000	20,000	20,000	20,000	165,000
<i>Total Expenditures</i>				<u>105,000</u>	<u>40,000</u>	<u>5,110,000</u>	<u>40,000</u>	<u>428,500</u>	<u>5,723,500</u>
<i>Balance</i>				3,215,130	4,081,320	1,636,400	5,486,850	9,293,640	9,293,640

Capital Improvement Program - Summary of Projects by Revenue Source

Fiscal Years 2024-28

REVENUE SOURCE & Project Expenditures		Prior Expenditures	Available Balance	Proposed FY 2023-24	Proposed FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28	Total 5-Year Revenue & Expenditures
PEG FEES									
Prior Year Balance			(200,800)	(200,800)	(208,800)	(65,800)	(14,300)	36,200	
Revenues				144,000	143,000	141,500	140,500	140,000	508,200
ENG	Clock Tower Video Display Upgrade	8,000		152,000					152,000
IT	Council Chamber A/V Replacement Program	-				90,000	90,000	90,000	270,000
Total Expenditures				152,000	-	90,000	90,000	90,000	422,000
Balance				(208,800)	(65,800)	(14,300)	36,200	86,200	86,200
PUBLIC FACILITIES FEES									
Prior Year Balance			6,944,470	6,944,470	7,141,810	7,791,120	90,000	3,295,420	
Revenues				487,340	749,310	2,198,880	3,205,420	4,023,020	17,608,440
CSD	Big Rock Park Restroom Improvements	-	-	-	-	-	-	388,500	388,500
CSD	Community Center	205,405		290,000	100,000	9,900,000	-	-	10,290,000
Total Expenditures				290,000	100,000	9,900,000	-	388,500	10,678,500
Balance				7,141,810	7,791,120	90,000	3,295,420	6,929,940	6,929,940
ROADWAY LIGHTING DISTRICT									
Prior Year Balance			-	-	-	-	-	-	
Revenues				1,136,000	-	-	-	-	1,136,000
ENG	Street Light LED Upgrade	38,000		1,136,000	-	-	-	-	1,136,000
Total Expenditures				1,136,000	-	-	-	-	1,136,000
Balance				-	-	-	-	-	-
RTCIP FEE									
(Regional Transportation Congestion Improvement Program)									
Prior Year Balance			2,468,160	2,468,160	394,624	113,984	341,284	1,563,404	
Revenues				355,060	269,360	827,300	1,222,120	1,650,210	6,792,210
ENG	Broadband Infrastructure Improvements			163,000	-	-	-	-	163,000
ENG	Cuyamaca Right Turn Lanes at Mission Gorge			1,119,780	-	-	-	-	1,119,780
ENG	Smart Traffic Signals	-		1,097,816	-	-	-	-	1,097,816
ENG	Traffic Signal and Communication Upgrades	215,400		48,000	550,000	600,000	-	-	1,198,000
Total Expenditures				2,428,596	550,000	600,000	-	-	3,578,596
Balance				394,624	113,984	341,284	1,563,404	3,213,614	3,213,614

Capital Improvement Program - Summary of Projects by Revenue Source

Fiscal Years 2024-28

REVENUE SOURCE & Project Expenditures		Prior Expenditures	Available Balance	Proposed FY 2023-24	Proposed FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28	Total 5-Year Revenue & Expenditures
SANDAG									
Prior Year Balance			-	-	-	-	-	-	-
Revenues				-	6,000,000				-
ENG	State Route 52 Improvements	-		-	6,000,000	-	-	-	6,000,000
Total Expenditures				-	6,000,000	-	-	-	6,000,000
Balance			-	-	-	-	-	-	-
SANDAG Active Transportation Grant									
Prior Year Balance			142,024	142,024	-	-	-	-	142,024
Revenues				-	-	-	-	-	-
ENG	Prospect Ave/Mesa Road Improvements	164,975		142,024	-	-	-	-	142,024
Total Expenditures				142,024	-	-	-	-	142,024
Balance			-	-	-	-	-	-	-
State of California Appropriation									
Prior Year Balance				-	4,500,000	4,500,000	-	-	-
Revenues				4,500,000	-	-	-	-	4,500,000
ENG	Community Center			-	-	4,500,000	-	-	4,500,000
Total Expenditures				-	-	4,500,000	-	-	4,500,000
Balance				4,500,000	4,500,000	-	-	-	-
SB2 Recording Fee - Affordable Housing and Jobs Act									
Prior Year Balance			-	-	-	-	-	-	-
Revenues				-	-	-	-	-	-
ENG	Permitting and Land Management System	160,000		-	-	-	-	-	-
Total Expenditures				-	-	-	-	-	-
Balance				-	-	-	-	-	-
SDG&E Rule 20A									
Prior Year Balance			-	-	-	-	-	-	-
Revenues					288,100	-	-	-	288,100
ENG	Utility Undergrounding at MG and Carlton Hills	-		-	288,100	-	-	-	288,100
Total Expenditures				-	288,100	-	-	-	288,100
Balance				-	-	-	-	-	-

Capital Improvement Program - Summary of Projects by Revenue Source

Fiscal Years 2024-28

REVENUE SOURCE & Project Expenditures		Prior Expenditures	Available Balance	Proposed FY 2023-24	Proposed FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28	Total 5-Year Revenue & Expenditures
UTILITY UNDERGROUNDING									
Prior Year Balance			214,210	214,210	174,210	174,210	174,210	174,210	
Revenues				-	-	-	-	-	214,210
ENG	Utility Undergrounding at MG and Carlton Hills	-		40,000	-	-	-	-	40,000
Total Expenditures				40,000	-	-	-	-	40,000
Balance				174,210	174,210	174,210	174,210	174,210	174,210
UNFUNDED									
UNFUNDED - HIGH PRIORITY									
ENG	ADA Pedestrian Ramp Improvements			871,690	898,000	898,000	898,000	898,000	4,463,690
ENG	Bridge Restorations Citywide			1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	5,100,000
ENG	CMP Storm Drain Replacement Program	-		-	1,627,714	700,650	1,121,920	169,870	3,620,154
ENG	Concrete Repair/Replacement Program,	-		150,000	150,000	150,000	150,000	150,000	750,000
FIRE	Fire Phase 1A - New Fire Station Ops Center			-	-	14,700,000	-	-	14,700,000
FIRE	Fire Phase 1B - Fleet Maintenance Facility	-		-	-	5,200,000	-	-	5,200,000
FIRE	Fire Phase 2A - Fire Station 4 Replacement			-	-	1,200,000	17,050,000	-	18,250,000
ENG	Pavement Repair and Rehab-Citywide	-		-	1,231,000	1,270,000	1,310,000	1,353,000	5,164,000
ENG	Pavement Roadway Maintenance Citywide	-		-	1,003,220	1,557,220	1,614,220	1,675,220	5,849,880
Sub-Total Unfunded High-Priority				2,041,690	5,929,934	26,695,870	23,164,140	5,266,090	63,097,724
UNFUNDED - INTERMEDIATE PRIORITY									
ENG	Cottonwood Ave Widening & Sidewalks	-		-	-	300,000	6,225,000	2,585,000	9,110,000
FIRE	Fire Phase 2B - Emergency Operations Center	-		-	-	500,000	3,000,000	-	3,500,000
FIRE	Fire Phase 3 - New Fire Station Northern Santee	-		-	-	-	1,000,000	13,000,000	14,000,000
ENG	Lighting Upgrades Citywide	-		-	-	600,000	-	-	600,000
ENG	Mission Gorge Rd Drainage Improve East	-		-	-	781,000	3,000,000	3,767,000	7,548,000
ENG	Mission Gorge Rd Drainage Improve West	-		-	-	433,000	2,000,000	1,890,000	4,323,000
ENG	Prospect Avenue Improvements - West	-		-	-	384,000	11,797,000	9,070,000	21,251,000
Sub-Total Unfunded Intermediate -Priority				-	-	2,998,000	27,022,000	30,312,000	60,332,000

**Capital Improvement Program - Summary of Projects by Revenue Source
Fiscal Years 2024-28**

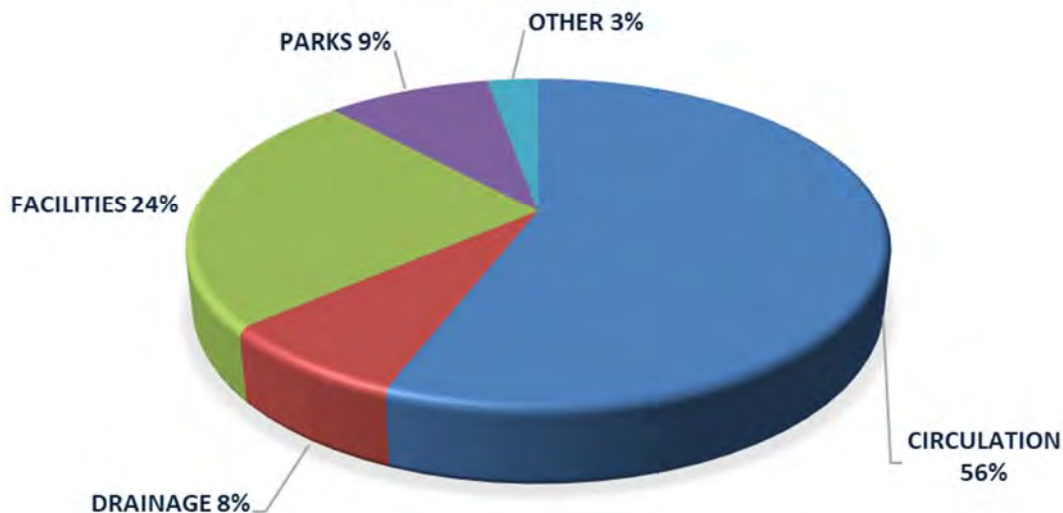
<i>REVENUE SOURCE & Project Expenditures</i>	<i>Prior Expenditures</i>	<i>Available Balance</i>	<i>Proposed FY 2023-24</i>	<i>Proposed FY 2024-25</i>	<i>Projected FY 2025-26</i>	<i>Projected FY 2026-27</i>	<i>Projected FY 2027-28</i>	<i>Total 5-Year Revenue & Expenditures</i>
UNFUNDED - LONGER-TERM PRIORITY								
ENG Cottonwood Avenue River Crossing			-	-	-	-	12,000,000	12,000,000
ENG Magnolia Ave Widening	-		-	-	-	-	288,000	288,000
CSD Median Upgrade - MG at Town Center	-		-	-	-	-	1,392,000	1,392,000
ENG Median/Streetscape Improvements Citywide	-		-	-	100,000	1,000,000	-	1,100,000
ENG Olive Lane Improvements	-		-	-	-	623,000	2,227,000	2,850,000
ENG Santee Library	-		-	-	-	-	20,250,000	20,250,000
ENG Shadow Hill/Woodside Drainage Improvement	-		-	-	-	1,322,000	1,783,000	3,105,000
Sub-Total Unfunded Longer-Term Priority			-	-	100,000	2,945,000	37,940,000	40,985,000
UNFUNDED - SEEKING GRANT FUNDS								
CSD Big Rock Park Trailhead Enhancements			-	-	1,713,400	-	-	1,713,400
ENG Electric Vehicle Charging Stations	-		-	144,000	225,000	452,000	73,000	894,000
ENG Safe Routes to School Improvements	-		-	-	180,000	240,000	-	420,000
CSD San Diego River Fire Hazard Mitigation Plan	-		464,130	3,103,250	3,103,250	-	-	6,670,630
ENG Sidewalk Program Citywide	-		-	-	-	-	26,333,100	26,333,100
CSD Skate Park at Town Center Community Park	-		-	-	1,000,000	-	-	1,000,000
ENG State Route 52 Improvements	-		-	7,300,000	31,500,000	-	-	38,800,000
ENG Street Light Installation	-		-	-	500,000	-	-	500,000
CSD TCCP-Artificial Turf Replacement	-		-	-	1,100,000	-	-	1,100,000
ENG Traffic Calming Manual	-		-	-	100,000	-	-	100,000
ENG Trails-SD River at Carlton Oaks	-		-	-	2,500,000	8,000,000	-	10,500,000
ENG Trails - SD River North Side Cuyamaca to Cottonwood	-		-	-	567,000	1,626,000	4,418,000	6,611,000
Sub-Total Unfunded-Seeking Grant Funds			464,130	10,547,250	42,488,650	10,318,000	30,824,100	94,642,130
Total Unfunded Projects			2,505,820	16,477,184	72,282,520	63,449,140	104,342,190	259,056,854
TOTAL 5-YEAR CAPITAL IMPROVEMENT PROGRAM			<u>\$ 26,163,770</u>	<u>\$ 35,737,570</u>	<u>\$ 100,874,870</u>	<u>\$ 79,535,400</u>	<u>\$ 132,845,000</u>	<u>\$ 375,156,610</u>
TOTAL FUNDED PROEGCTS (excludes unfunded projects)			<u>\$ 23,657,950</u>	<u>\$ 19,260,386</u>	<u>\$ 28,592,350</u>	<u>\$ 16,086,260</u>	<u>\$ 28,502,810</u>	<u>\$ 116,099,756</u>

**STAFF REPORT
CAPITAL IMPROVEMENT PROGRAM OVERVIEW
FOR FISCAL YEARS 2024-28
CITY COUNCIL MEETING
MAY 24, 2023**



The Capital Improvement Program (CIP) for Fiscal Years 2024-2028 is a five-year planning tool that assists the City Council with setting priorities, identifies unfunded needs, helps staff in managing workloads, project schedules and budgets, and establishes the appropriated CIP budget for the first two fiscal years. Funding is allocated to projects based on existing available funds and projected revenues. Staff has identified 70 projects totaling \$368.3 million over the next five years for infrastructure and other capital needs of the community and the City. Of the \$368.3 million, \$119.3 million is funded and \$249.0 million is unfunded. The CIP reflects five project categories: Circulation, Drainage, Facilities, Parks, and Other projects.

**CAPITAL IMPROVEMENT PROGRAM BY
PROJECT TYPE**



Circulation Projects

Circulation projects comprise the largest portion of the CIP, totaling \$209.9 million or 56% of the total project costs. Highlights in this category include:

- **Pavement Repair and Rehabilitation / Pavement Roadway Maintenance:** These projects have a combined total identified cost of \$26.9 million over the next five years. Allocated funding for both projects totals \$6.9 million in FY 2023-24 and \$2.5 million in FY 2024-25.
- **Prospect Avenue and Mesa Road Improvements:** This project is fully funded in FY 2023-24 at a total project cost of \$1.1 million.

**STAFF REPORT
CAPITAL IMPROVEMENT PROGRAM OVERVIEW
FOR FISCAL YEARS 2024-28
CITY COUNCIL MEETING
MAY 24, 2023**

- Cuyamaca Right Turn Lanes at Mission Gorge: This project is fully funded in FY 2023-24 at a total project cost of \$1.8 million.
- Highway 52 Improvements: This project is reflected at a total cost of \$53.5 million, as the City continues to actively pursue all federal, state and regional funding opportunities.

Drainage Projects

Drainage projects total \$28.7 million. Highlights in this category include:

- CMP Storm Drain Replacement Program: This is an annually appropriated program with a five-year identified cost of \$11.8 million, \$2.9 million of which is funded in the first two years.
- Storm Drain Trash Diversion: The total project cost over the next five years is \$1.2 million. The project is fully funded and has a budget in year one and two of \$502,000.

Facility Projects

Facility projects comprise the second largest portion of the CIP, totaling \$91.1 million or 24% of the total project costs. Highlights in this category include:

- Community Center: The Community Center is projected to cost \$20.0 million and is fully funded. \$390,000 is budgeted in the first two fiscal years to complete design, with construction expected to begin in FY 2025-26. Various City Hall Improvements including wood repairs, repainting of City Hall buildings and parking lot light poles, replacement of the roof at Building 6, and modification of the public counter in Building 4 are included in years one and two. In addition, network wiring will be updated at City Hall.
- Operations Center Upgrades: The upgrades proposed for the Operations Center include the addition of a vector truck dumping and de-watering station. This upgrade is needed to ensure that cleaning water and removed waters from the storm water system during cleaning does not contaminate the stormwater collection system. This project is expected to cost \$885,000 and is fully funded in FY 2023-24.
- Fire Station Projects: The total estimated cost for the construction and rebuilding of three new fire stations, an Emergency Operations Center, and a Fleet Maintenance Facility is included in this Capital Improvement Program Budget. The estimated cost of all facilities is \$46.3 million. The majority of the projects are currently unfunded with the intent to develop a funding strategy for the facilities. There is \$1.1 million funded in FY 2023-24 for design of one of the fire stations and the fleet shop.

Park Projects

Park projects total \$33.3 million. There are several projects planned for future years once funding is identified. Current highlights in this category include:

**STAFF REPORT
CAPITAL IMPROVEMENT PROGRAM OVERVIEW
FOR FISCAL YEARS 2024-28
CITY COUNCIL MEETING
MAY 24, 2023**

- **General Park Improvements:** This project is an annual allocation used for improvement and systematic replacement of existing park facilities and amenities. The total identified cost included in the CIP is \$100,000.
- **Sports Field and Court Improvements:** This project is an annual allocation used to improve City sports fields and courts. The total identified cost included in the CIP is \$100,000.

Other Projects

Other projects total \$11.1 million and include information technology and various other projects such as the following:

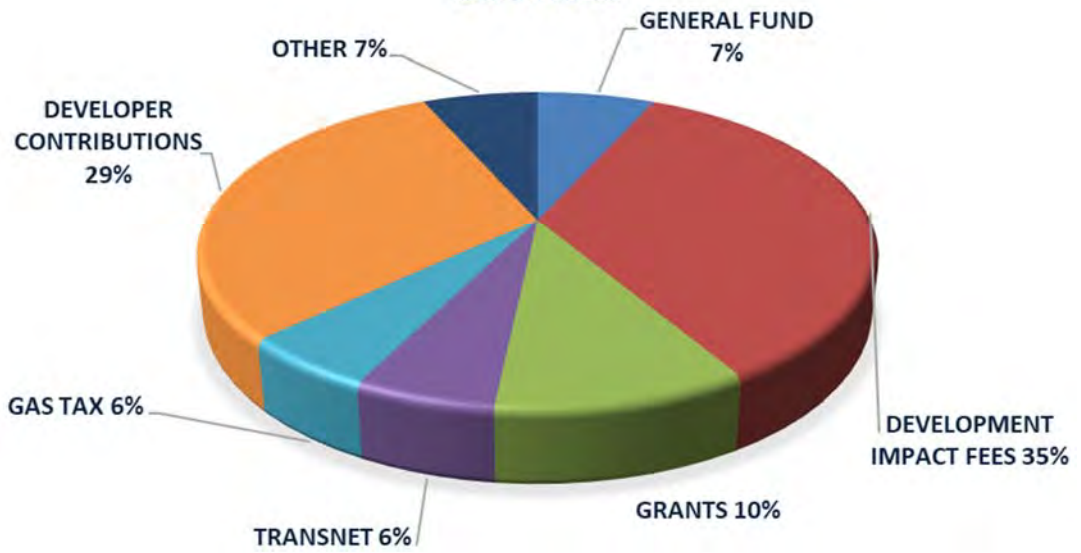
- **Broadband Infrastructure Improvements:** This project will provide a secure, wired, fiber optic connection from City Hall to the City's Operations Center and is fully funded in FY 2023-24 with an estimated cost of \$1.2 million.
- **San Diego River Fire Hazard Mitigation Plan:** This project will significantly reduce the threat of property loss and casualties in fire-prone areas of the City. The City is currently seeking grant funding from FEMA's Hazard Mitigation Program and the San Diego River Conservancy. The project is partially funded with \$952,940 in America Rescue Plan Act (ARPA) funding. Total cost for this project is \$7.6 million.
- **Website Update:** This project is fully funded in FY 2023-24 at \$100,000 and will update the City's website to enhance design features and functionality.

Revenue Sources

As previously mentioned, of the \$368.3 million identified in the Capital Improvement Program, \$119.0 million in funding has been identified with existing available funds and projected revenues over the next five fiscal years. Programed revenues come from a variety of sources.

**STAFF REPORT
CAPITAL IMPROVEMENT PROGRAM OVERVIEW
FOR FISCAL YEARS 2024-28
CITY COUNCIL MEETING
MAY 24, 2023**

**CAPITAL IMPROVEMENT PROGRAM REVENUE
SOURCES**



**STAFF REPORT
CAPITAL IMPROVEMENT PROGRAM OVERVIEW
FOR FISCAL YEARS 2024-28
CITY COUNCIL MEETING
MAY 24, 2023**

The primary revenue sources for the CIP are as follows.

- Development Impact Fees received from new development, which include Drainage, Park-in-Lieu, Public Facilities, Regional Transportation Congestion Improvement Program (RTCIP), Traffic Mitigation, and Traffic Signal fees. These fees together are the largest CIP revenue source.
- Developer contributions
- Federal and State grants
- General Fund
- Gas Tax and SB1 Road Maintenance and Rehabilitation Program funds
- TransNet
- Various other funding sources

The 2024-2028 CIP continues to utilize ARPA funding. The City first appropriated ARPA funds in the 2021-22 CIP. While a good portion of the funding has been spent, the City continues to fund certain projects with ARPA. These projects include:

- | | |
|---|-------------|
| • Broadband Infrastructure Improvements | \$1,039,000 |
| • CMP Storm Drain Replacement Program | \$917,304 |
| • Pavement Roadway Maintenance Citywide | \$1,000,000 |
| • San Diego River Hazard Mitigation | \$952,940 |
| • Storm Drain Trash Diversion | \$263,793 |

Under the direction of the City Manager, the Finance Department prepares the City's Capital Improvement Program budget document. Additional information regarding the City's CIP budget may be obtained by contacting the City of Santee Finance Department or through the City's web site at www.cityofsanteeca.gov.

MEETING DATE June 28, 2023

ITEM TITLE CONTINUED REVIEW OF THE PROPOSED OPERATING BUDGET FOR FISCAL YEAR 2023-24, AND RESOLUTION ADOPTING THE OPERATING BUDGET FOR FISCAL YEAR 2023-24 AND TAKING RELATED ACTIONS

DIRECTOR/DEPARTMENT Marlene Best, City Manager
Heather Jennings, Director of Finance

SUMMARY

The Proposed Operating Budget for Fiscal Year 2023-24 was presented to the City Council and public for initial review and discussion on June 14, 2023. It is now being brought back to the City Council for additional discussion, public comment and adoption.

At the June 14, 2023, City Council meeting, staff was instructed to remove a General Fund funded project from the 2024-2028 Capital Improvement Program (CIP). Due to this revision to the CIP budget, transfers to the CIP from the General Fund have been reduced from \$567,750 to \$517,750. This is the only update to the Proposed Operating Budget.

The Proposed Operating Budget for Fiscal Year 2023-24 is on file in the City Clerk's Office and Finance Department and is posted on the City's web site for public review. The attached June 14, 2023, Staff Report provides an overview of the proposed operating budget.

FINANCIAL STATEMENT

The Proposed Operating Budget for Fiscal Year 2023-24 reflects a General Fund operating expenditure budget of \$54.9 million and a total operating expenditure budget of \$65.6 million for the upcoming fiscal year. The proposed General Fund budget meets both the General Fund Reserve Policy and the Balanced General Fund Budget Policy as stated in City Council Resolution No. 087-2022 and reflects an available reserve balance of over \$13.2 million at June 30, 2024, representing 24.0% of annual operating expenditures and a supplemental reserve balance of \$2.2 million beyond the 20% minimum policy level.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MOB*

Adopt the attached resolution adopting the Operating Budget for Fiscal Year 2023-24 and taking related actions, including any changes directed by the City Council.

ATTACHMENTS

1. Resolution adopting the Operating Budget for Fiscal Year 2023-24 (with Exhibit "A" – Salary Schedules Effective July 6, 2023)
2. Updated General Fund Summary
3. June 14, 2023 Staff Report



RESOLUTION NO. _____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
ADOPTING THE OPERATING BUDGET FOR FISCAL YEAR 2023-24 AND TAKING
RELATED ACTIONS**

WHEREAS, on June 14, 2023, and June 28, 2023, public meetings were held by the City Council to review the Proposed Operating Budget for Fiscal Year 2023-24; and

WHEREAS, the City Council considered all recommendations by staff and public testimony; and

WHEREAS, the City Council desires to adopt the Operating Budget for Fiscal Year 2023-24 incorporating any and all changes directed by the City Council during the public meeting held on June 28, 2023.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Santee, California does hereby find, determine and declare as follows:

Section 1

The Operating Budget for Fiscal Year 2023-24, including all changes directed by the City Council, is hereby adopted.

Section 2

The monies necessary to offset the expenditures in the Operating Budget for Fiscal Year 2023-24 as adopted by the City Council pursuant to Section 1 hereof are authorized by this section to be appropriated out of the funds available to the City during said fiscal year.

Section 3

A. The Salary Schedules effective July 6, 2023 as presented as Exhibit "A" are approved and adopted.

B. The following personnel changes are hereby approved:

- 1) Add one Irrigation Technician position with an annual salary band of \$56,746.77 to \$68,976.26
- 2) Add one Administrative Battalion Chief with an annual salary band of \$117,590.66 to \$159,411.02
- 3) Eliminate one part-time/benefited Building Technician with an annual salary range of \$22,720.50 to \$27,621.00
- 4) Reclassify one Senior Management Analyst position with an annual salary range of \$85,826.99 to \$115,867.17 to a Senior Management Analyst/Grant Coordinator with an annual salary range of \$90,118.34 to \$121,660.53
- 5) Add one Marketing Specialist II with a salary range of \$55,362.65 to \$67,296.46

RESOLUTION NO. _____

- 6) Eliminate one Marketing Coordinator with a salary band of \$68,223.18 to \$97,461.70
 - 7) Add a salary adjustment to the Assistant to the City Manager salary band of 5% to \$130,574.02 to \$185,088.87
- C. The City Manager is authorized to execute agreements between the City of Santee and appropriate insurance companies for the purpose of providing health, life, long-term disability insurance and dental coverage for the eligible officers, active, retired and terminated employees of the City of Santee and their eligible dependents.

Section 4

- A. The City Manager is authorized to adjust operating budget line items during fiscal year 2023-24 as may from time to time be deemed desirable, not to exceed the authorized departmental totals.
- B. Unencumbered balances remaining at June 30, 2023 for operating accounts, excluding salaries and benefits, may be carried forward at the discretion of the City Manager or designee to the subsequent fiscal year.
- C. For contract building inspection services which are funded by permit fees collected, the City Manager is hereby authorized to increase the expenditure appropriation proportionately as increased revenues are received.
- D. For Recreation Revolving Fund program expenditures that are funded from program revenues, the City Manager is hereby authorized to increase the expenditure appropriation as additional revenues are realized or if funds are available in the unappropriated balance of the Recreation Revolving Fund.
- E. In accordance with the terms of the Agreement for City Attorney Legal Services with Best Best & Krieger, the consumer price index adjusted rates effective July 1, 2023 will be as follows:

1) Monthly Retainer	\$17,026
2) Special Services	
i. Attorney	\$275 per hour
ii. Non-Attorney	\$215 per hour
3) Third Party Reimbursable Services	
i. Partner/Of Counsel	\$408 per hour
ii. Associate	\$338 per hour
iii. Non-Attorney	\$215 per hour
- F. The City Manager is authorized to execute the following professional service contract renewals provided for in the Operating Budget for Fiscal Year 2023-24 without further Council action:
 - 1) David Turch and Associates (legislative advocacy-federal) \$60,000

RESOLUTION NO. _____

- G. The City Manager is authorized to execute an amendment to the Agreement Between the City of Santee and Grossmont Union High School District for School Resource Officer Cost Sharing at Santana and West Hills High Schools in an amount for FY 2023-24 consistent with the City Council adopted budget.
- H. Grant funds awarded to the City of Santee, based on an application of these funds approved or accepted by the City Council, shall be appropriated as required.
- I. All fire benefit fee receipts shall be used exclusively to provide fire suppression services, with any funding shortfall made up from other General Fund sources.

Section 5

The General Fund Reserve Policy is hereby continued by this resolution that a minimum reserve of 20% of annual General Fund operating expenditures be maintained.

Section 6

The Balanced General Fund Budget Policy is hereby continued by this resolution that, generally, ongoing revenues shall cover ongoing operating expenditures, allowing for use of General Fund reserves if the General Fund Reserve Policy is met.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 28th day of June 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: Salary Schedules Effective July 6, 2023

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JULY 6, 2023

<u>Classification</u>		A	B	C	D	E
Fire Captain / PM Base salary	Hourly	34.35	36.07	37.87	39.76	41.75
	Annual	100,027.62	105,030.12	110,281.30	115,794.56	121,584.96
 <i>Educational Incentive</i>						
Fire Captain / PM 31-45 units = 1.5% over base	Hourly	34.87	36.61	38.44	40.36	42.38
	Annual	101,527.82	106,605.59	111,935.62	117,531.64	123,408.77
Fire Captain / PM 46 units and over = 3.0% over base	Hourly	35.38	37.15	39.01	40.96	43.01
	Annual	103,028.24	108,181.03	113,589.93	119,268.09	125,232.24
Fire Captain / PM A.A. Degree = 4.5% over base	Hourly	35.90	37.69	39.58	41.55	43.63
	Annual	104,528.86	109,756.17	115,243.89	121,005.17	127,056.01
Fire Captain / PM Bachelor Degree = 6% over base	Hourly	36.41	38.23	40.14	42.15	44.26
	Annual	106,029.05	111,331.61	116,898.21	122,742.28	128,880.16

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JULY 6, 2023

<u>Classification</u>		A	B	C	D	E
Fire Captain Base salary	Hourly	32.87	34.51	36.24	38.05	39.95
	Annual	95,720.07	100,506.97	105,532.05	110,808.09	116,348.51
 <i>Educational Incentive</i>						
Fire Captain 31-45 units = 1.5% over base	Hourly	33.36	35.03	36.78	38.62	40.55
	Annual	97,155.82	102,014.36	107,115.36	112,470.25	118,093.78
Fire Captain 46 units and over = 3.0% over base	Hourly	33.86	35.55	37.33	39.19	41.15
	Annual	98,591.89	103,522.07	108,698.01	114,132.09	119,839.05
Fire Captain A.A. Degree = 4.5% over base	Hourly	34.35	36.07	37.87	39.76	41.75
	Annual	100,027.62	105,029.80	110,280.99	115,794.56	121,584.32
Fire Captain Bachelor Degree = 6% over base	Hourly	34.84	36.59	38.41	40.34	42.35
	Annual	101,463.37	106,537.21	111,864.28	117,456.42	123,329.57

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JULY 6, 2023

<u>Classification</u>		A	B	C	D	E
Fire Engineer/PM Base salary	Hourly	29.47	30.91	32.43	34.09	35.70
	Annual	85,809.85	90,021.24	94,442.37	99,260.43	103,961.77
 <i>Educational Incentive</i>						
Fire Engineer / PM 31-45 units = 1.5% over base	Hourly	29.91	31.38	32.92	34.60	36.24
	Annual	87,097.23	91,371.40	95,858.68	100,749.41	105,521.06
Fire Engineer / PM 46 units and over = 3.0% over base	Hourly	30.35	31.84	33.41	35.11	36.77
	Annual	88,384.30	92,721.93	97,275.61	102,238.00	107,080.42
Fire Engineer / PM A.A. Degree = 4.5% over base	Hourly	30.79	32.30	33.89	35.62	37.31
	Annual	89,671.34	94,072.11	98,692.21	103,726.96	108,640.06
Fire Engineer / PM Bachelor Degree = 6% over base	Hourly	31.24	32.77	34.38	36.13	37.84
	Annual	90,958.75	95,422.63	100,108.81	105,215.93	110,199.40

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JULY 6, 2023

<u>Classification</u>		A	B	C	D	E
Fire Engineer Base salary	Hourly	28.06	29.44	30.88	32.46	33.99
	Annual	81,706.23	85,715.38	89,925.73	94,513.40	98,990.40
 <i>Educational Incentive</i>						
Fire Engineer 31-45 units = 1.5% over base	Hourly	28.48	29.88	31.34	32.94	34.50
	Annual	82,931.93	87,001.25	91,274.77	95,931.12	100,475.20
Fire Engineer 46 units and over = 3.0% over base	Hourly	28.90	30.32	31.81	33.43	35.01
	Annual	84,157.60	88,286.83	92,623.49	97,348.86	101,960.38
Fire Engineer A.A. Degree = 4.5% over base	Hourly	29.32	30.76	32.27	33.92	35.52
	Annual	85,382.96	89,572.70	93,972.50	98,766.60	103,445.19
Fire Engineer Bachelor Degree = 6% over base	Hourly	29.74	31.20	32.73	34.40	36.03
	Annual	86,608.95	90,858.25	95,321.21	100,184.35	104,930.00

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JULY 6, 2023

Classification		A	B	C	D	E	F	G	H
Firefighter Paramedic	Hourly	25.25	26.29	27.37	28.50	30.18	31.40	32.67	33.99
Base salary	Annual	73,538.44	76,559.44	79,706.09	82,981.65	87,892.90	91,443.60	95,138.00	98,990.40

Educational Incentive (after completing 3 1/2 years of employment)

	G	H
Firefighter Paramedic	33.16	34.50
31-45 units = 1.5% over base	96,564.89	100,475.20
Firefighter Paramedic	33.65	35.01
46 units and over = 3.0% over base	97,991.81	101,960.38
Firefighter Paramedic	34.14	35.52
A.A. Degree = 4.5% over base	99,419.37	103,445.19
Firefighter Paramedic	34.63	36.03
Bachelor Degree = 6% over base	100,846.27	104,930.00

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JULY 6, 2023

<u>Classification</u>		A	B	C	D	E	F	G	H
Firefighter	Hourly	21.43	22.50	23.52	24.81	26.05	27.35	28.72	30.15
Base salary	Annual	62,398.04	65,516.54	68,501.89	72,232.91	75,844.83	79,637.40	83,618.38	87,800.28
Educational Incentive (after completing 3 1/2 years of employment)								G	H
Firefighter								29.15	30.60
31-45 units = 1.5% over base								84,872.84	89,117.25
Firefighter								29.58	31.06
46 units and over = 3.0% over base								86,127.01	90,434.21
Firefighter								30.01	31.51
A.A. Degree = 4.5% over base								87,381.45	91,751.51
Firefighter								30.44	31.96
Bachelor Degree = 6% over base								88,635.60	93,068.14

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE JULY 6, 2023

Range	Classification		A	B	C	D	E
29	Account Clerk	Hourly	23.53	24.70	25.94	27.23	28.60
		Annual	48,932.36	51,379.05	53,948.06	56,645.69	59,477.76
35	Administrative Secretary	Hourly	27.28	28.65	30.08	31.58	33.16
		Annual	56,746.77	59,584.06	62,563.32	65,691.78	68,976.26
	Assistant City Clerk	Hourly		32.80	to	46.86	
		Annual		68,223.18	to	97,461.70	
	Assistant to the City Manager	Hourly		62.78	to	88.99	
		Annual		130,574.02	to	185,088.87	
50	Assistant Engineer	Hourly	39.51	41.49	43.56	45.74	48.03
		Annual	82,186.17	86,295.73	90,610.73	95,140.97	99,898.24
58	Associate Civil Engineer / Associate Traffic Engineer	Hourly	48.14	50.55	53.08	55.73	58.52
		Annual	100,135.74	105,142.97	110,400.42	115,920.27	121,716.54
49	Associate Planner	Hourly	38.55	40.48	42.50	44.63	46.86
		Annual	80,181.79	84,190.92	88,400.54	92,820.87	97,461.70
28	Building Development Technician I	Hourly	22.95	24.10	25.30	26.57	27.90
		Annual	47,738.95	50,126.10	52,632.33	55,263.86	58,027.20
32	Building Development Technician II	Hourly	25.33	26.60	27.93	29.33	30.79
		Annual	52,694.82	55,329.28	58,095.90	61,000.57	64,050.84
	Building Official	Hourly		57.67	to	75.25	
		Annual		119,959.00	to	156,519.00	
	City Clerk	Hourly		48.03	to	67.26	
		Annual		99,907.68	to	139,895.38	
	City Engineer	Hourly		64.14	to	86.87	
		Annual		133,406.84	to	180,690.27	
	City Manager (Single Rate)	Hourly		116.63	to	116.63	
		Annual		242,562.81	to	242,562.81	

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE JULY 6, 2023

Range	Classification		A	B	C	D	E
26	Code Compliance Assistant	Hourly	21.85	22.94	24.08	25.29	26.55
		Annual	45,438.51	47,710.51	50,096.01	52,600.93	55,230.80
44	Code Compliance Officer	Hourly	34.07	35.78	37.56	39.44	41.41
		Annual	70,869.10	74,412.35	78,133.26	82,039.64	86,141.63
46	Confidential Accountant	Hourly	35.80	37.59	39.47	41.44	43.51
		Annual	74,456.86	78,179.70	82,088.71	86,193.00	90,502.77
46	Confidential Payroll Specialist	Hourly	35.80	37.59	39.47	41.44	43.51
		Annual	74,456.86	78,179.70	82,088.71	86,193.00	90,502.77
46	Confidential Secretary to City Manager/Council	Hourly	35.80	37.59	39.47	41.44	43.51
		Annual	74,456.86	78,179.70	82,088.71	86,193.00	90,502.77
	Crossing Guards ^ (Single Rate)	Hourly			15.53		
	Deputy Fire Chief	Hourly		63.19	to	86.47	
		Annual		131,445.32	to	179,849.01	
35	Development Services Technician	Hourly	27.28	28.65	30.08	31.58	33.16
		Annual	56,746.77	59,584.06	62,563.32	65,691.78	68,976.26
	Director of Community Services	Hourly		68.79	to	91.72	
		Annual		143,085.00	to	190,787.63	
	Director of Development Services	Hourly		68.07	to	91.76	
		Annual		141,578.79	to	190,867.16	
	Director of Engineering/City Engineer	Hourly		68.07	to	91.76	
		Annual		141,578.79	to	190,867.16	
	Director of Finance / City Treasurer	Hourly		71.92	to	96.76	
		Annual		149,585.02	to	201,268.81	
	Director of Fire & Life Safety (Fire Chief)	Hourly		81.67	to	106.61	
		Annual		169,882.83	to	221,746.68	

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE JULY 6, 2023

Range	Classification		A	B	C	D	E
	Director of Human Resources	Hourly		67.16	to	90.67	
		Annual		139,699.80	to	188,594.96	
	Director of Planning & Building/City Planner	Hourly		68.07	to	91.76	
		Annual		141,578.79	to	190,867.16	
	Economic Development Manager	Hourly		42.29	to	57.10	
		Annual		87,972.65	to	118,763.86	
48	Engineering Inspector	Hourly	37.61	39.49	41.46	43.54	45.71
		Annual	78,226.16	82,137.46	86,244.06	90,556.41	95,084.36
39	Equipment Mechanic	Hourly	30.11	31.62	33.20	34.86	36.60
		Annual	62,637.92	65,769.94	69,058.38	72,511.36	76,136.71
17	Emergency Medical Technician	Hourly	17.49	18.37	19.29	20.25	21.26
		Annual	36,383.91	38,202.81	40,113.31	42,119.03	44,224.82
	Emergency Medical Technician ^	Hourly		17.49	to	21.26	
35	Equipment Operator	Hourly	27.28	28.65	30.08	31.58	33.16
		Annual	56,746.77	59,584.06	62,563.32	65,691.78	68,976.26
38	Facilities Maintenance Supervisor	Hourly	29.38	30.85	32.39	34.01	35.71
		Annual	61,110.18	64,165.66	67,373.91	70,742.83	74,279.87
25	Facilities Maintenance Technician	Hourly	21.31	22.38	23.50	24.67	25.91
		Annual	44,330.15	46,546.53	48,874.13	51,317.56	53,883.31
35	Field Inspector	Hourly	27.28	28.65	30.08	31.58	33.16
		Annual	56,746.77	59,584.06	62,563.32	65,691.78	68,976.26
	Finance Manager	Hourly		53.10	to	71.69	
		Annual		110,449.87	to	149,107.40	
	Fire Battalion Chief (2920 hours)	Hourly		40.27	to	54.59	
		Annual		117,590.66	to	159,411.02	
	Fire Battalion Chief - Administration (2080 hours)	Hourly		56.53	to	76.64	
		Annual		117,590.66	to	159,411.02	

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE JULY 6, 2023

Range	Classification		A	B	C	D	E
44	Fire Inspector	Hourly	34.07	35.78	37.56	39.44	41.41
		Annual	70,869.10	74,412.35	78,133.26	82,039.64	86,141.65
	Fire Marshal	Hourly		53.10	to	71.69	
		Annual		110,449.87	to	149,107.40	
	Graduate Intern ^	Hourly		15.53	to	21.32	
38	Human Resources Technician	Hourly	29.38	30.85	32.39	34.01	35.71
		Annual	61,110.18	64,165.66	67,373.91	70,742.83	74,279.87
53	Information Technology Analyst	Hourly	42.55	44.68	46.91	49.26	51.72
		Annual	88,505.56	92,930.80	97,577.82	102,456.47	107,579.48
	Information Technology Manager	Hourly		48.27	to	65.17	
		Annual		100,408.97	to	135,552.25	
35	Irrigation Specialist	Hourly	27.28	28.65	30.08	31.58	33.16
		Annual	56,746.77	59,584.06	62,563.32	65,691.78	68,976.26
29	Landscape and Irrigation Maintenance Worker	Hourly	23.53	24.70	25.94	27.23	28.60
		Annual	48,932.36	51,379.05	53,948.06	56,645.69	59,477.76
48	Lead Equipment Mechanic	Hourly	37.61	39.49	41.46	43.54	45.71
		Annual	78,226.16	82,137.46	86,244.06	90,556.41	95,084.36
29	Maintenance Worker	Hourly	23.53	24.70	25.94	27.23	28.60
		Annual	48,932.36	51,379.05	53,948.06	56,645.69	59,477.76
46	Management Analyst	Hourly	35.80	37.59	39.47	41.44	43.51
		Annual	74,456.86	78,179.70	82,088.71	86,193.00	90,502.77

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE JULY 6, 2023

Range	Classification		A	B	C	D	E
	Marketing Aide^	Hourly		15.53	to	21.32	
	Marketing Coordinator	Hourly		32.80	to	46.86	
		Annual		68,223.18	to	97,461.70	
	Marketing Manager	Hourly		45.91	to	62.00	
		Annual		95,497.09	to	128,951.27	
28	Marketing Specialist	Hourly	22.95	24.10	25.30	26.57	27.90
		Annual	47,738.95	50,126.10	52,632.33	55,263.86	58,027.20
34	Marketing Specialist II	Hourly	26.62	27.95	29.34	30.81	32.35
		Annual	55,362.65	58,130.91	61,037.22	64,089.13	67,293.46
	Office Assistant ^	Hourly		15.53	to	21.32	
48	Parks & Landscape Supervisor	Hourly	37.61	39.49	41.46	43.54	45.71
		Annual	78,226.16	82,137.46	86,244.06	90,556.41	95,084.36
	Principal Civil Engineer	Hourly		59.66	to	80.81	
		Annual		124,099.39	to	168,083.97	
	Principal Planner	Hourly		47.28	to	63.83	
		Annual		98,345.52	to	132,768.55	
	Principal Traffic Engineer	Hourly		59.66	to	80.81	
		Annual		124,099.39	to	168,083.97	
38	Procurement Specialist	Hourly	29.38	30.85	32.39	34.01	35.71
		Annual	61,110.18	64,165.66	67,373.91	70,742.83	74,279.87
	Public Services Manager	Hourly		45.91	to	62.00	
		Annual		95,497.09	to	128,951.27	
43	Public Works Supervisor	Hourly	33.24	34.90	36.65	38.48	40.40
		Annual	69,140.49	72,597.39	76,227.35	80,038.85	84,040.43
	Recreation Aide ^	Hourly		15.53	to	18.21	

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE JULY 6, 2023

Range	Classification		A	B	C	D	E
28	Recreation Coordinator	Hourly	22.95	24.10	25.30	26.57	27.90
		Annual	47,738.95	50,126.10	52,632.33	55,263.86	58,027.20
	Recreation Leader ^	Hourly		16.56	to	19.67	
	Recreation Services Manager	Hourly		45.91	to	62.00	
		Annual		95,497.09	to	128,951.27	
	Recreation Supervisor	Hourly		32.80	to	46.86	
		Annual		68,223.18	to	97,461.70	
36	Senior Account Clerk	Hourly	27.96	29.36	30.83	32.37	33.99
		Annual	58,165.56	61,073.86	64,127.71	67,334.03	70,700.96
53	Senior Accountant	Hourly	42.55	44.68	46.91	49.26	51.72
		Annual	88,505.56	92,930.80	97,577.82	102,456.47	107,579.48
50	Senior Building Inspector	Hourly	39.51	41.49	43.56	45.74	48.03
		Annual	82,186.17	86,295.73	90,610.73	95,140.97	99,898.24
	Senior Civil Engineer / Senior Traffic Engineer	Hourly		52.30	to	71.12	
		Annual		108,783.30	to	147,924.36	
	Senior Human Resources Analyst	Hourly		43.33	to	58.49	
		Annual		90,118.33	to	121,660.54	
	Senior Management Analyst	Hourly		41.26	to	55.71	
		Annual		85,826.99	to	115,867.17	
	Senior Management Analyst/ Grant Coordinator	Hourly		43.33	to	58.49	
		Annual		90,118.34	to	121,660.53	
	Senior Planner	Hourly		41.11	to	55.51	
		Annual		85,517.21	to	115,451.06	
	Special Events Supervisor	Hourly		32.80	to	46.86	
		Annual		68,223.18	to	97,461.70	

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE JULY 6, 2023

Range	Classification		A	B	C	D	E
	Storm Water Program Assistant^	Hourly		28.73	to	34.92	
50	Storm Water Program Coordinator	Hourly	39.51	41.49	43.56	45.74	48.03
		Annual	82,186.17	86,295.73	90,610.73	95,140.97	99,898.24
	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 JULY 6, 2023

<u>Range</u>	<u>Classification</u>		
	City Council Member	Monthly	1,780.64
		Annual	21,367.68
	Mayor	Monthly	3,000.93
		Annual	36,011.16

	FY 2022-23 AMENDED BUDGET	FY 2023-24 PROPOSED BUDGET	INCREASE (DECREASE)
Revenues	\$ 54,786,710	\$ 56,478,040	\$ 1,691,330
Expenditures by Dept:			
City Council	500,920	506,870	5,950
City Attorney	823,360	813,300	(10,060)
City Manager (total):	1,500,190	1,457,350	(42,840)
City Manager	783,070	810,290	27,220
Economic Development	717,120	647,060	(70,060)
Information Technology	703,990	908,410	204,420
Animal Control	441,530	441,530	-
City Clerk	539,010	515,100	(23,910)
Human Resources & Risk Mgmt (total):	1,426,860	1,647,660	220,800
Human Resources	670,260	787,520	117,260
Risk Management	756,600	860,140	103,540
Finance	1,595,160	1,556,230	(38,930)
Planning & Building (total):	2,679,775	2,587,290	(92,485)
Planning	1,359,435	1,551,880	192,445
Building	1,152,370	860,620	(291,750)
Code Compliance	167,970	174,790	6,820
Engineering (total):	2,984,860	2,899,440	(85,420)
Engineering	2,844,490	2,765,030	(79,460)
Stormwater	140,370	134,410	(5,960)
Community Services (total):	6,118,663	6,274,380	155,717
Administration	433,040	434,930	1,890
Public Svcs - Maintenance	4,350,088	4,486,520	136,432
Stormwater	148,501	166,690	18,189
Solid Waste	33,194	30,120	(3,074)
Facility Operations	137,110	143,680	6,570
Recreation	695,650	660,400	(35,250)
Special Events	321,080	352,040	30,960
Law Enforcement	16,983,950	17,232,810	248,860
Fire and Life Safety (total):	17,343,870	18,014,690	670,820
Administration	1,245,663	1,153,890	(91,773)
Emergency Operations	11,332,237	11,449,690	117,453
Emergency Medical	4,198,320	4,860,420	662,100
Emergency Preparedness	31,260	34,380	3,120
Fleet Operations and Maintenance	536,390	516,310	(20,080)
Total Operating Expenditures Proposed	53,642,138	54,855,060	1,212,922
Revenues Over (Under) Expenditures	1,144,570	1,622,980	478,410
Other Financing Sources	454,957	200,000	(254,957)
Other Financing Uses:			
Transfers to Other Funds	(845,257)	(557,320)	287,937
Transfers to CIP	(1,019,670)	(517,750)	501,920
Unfunded Liabilities (CalPERS)	(600,000)	(600,000)	-
Change in Available Fund Balance	\$ (865,400)	\$ 147,910	\$ 1,013,310
Available Fund Balance, Beg. of Year	13,885,494	13,020,094	(865,400)
Available Fund Balance, End of Year	\$ 13,020,094	\$ 13,168,004	\$ 147,910

STAFF REPORT

**PROPOSED OPERATING BUDGET
FOR FISCAL YEAR 2023-24**

**CITY COUNCIL MEETING
JUNE 14, 2023**

Overview

The Proposed Operating Budget for Fiscal Year 2023-24 has been developed after a considerable review process. Departmental budget submittals were prepared and reviewed in detail by line item and evaluated in conjunction with historical expenditures, projected revenues and consistency with City Council's stated priorities for fiscal years 2023-24 and 2024-25.

The City has successfully navigated the challenges of the past few years and the local economy remains strong but the current high inflationary environment creates the need for attention and responsible management of the City's budget. The General Fund reserve balance at the end of the current fiscal year will provide an opportunity to continue to make supplemental payments to reduce CalPERS unfunded pension liabilities (\$600,000) and to provide additional cushion against future economic uncertainties. The Proposed Operating Budget for Fiscal Year 2023-24 is a balanced budget that maintains and enhances service levels and addresses the priorities established by the City Council.

General Fund Proposed Budget Summary FY 2023-24	
Revenues	\$ 56,478,040
Expenditures	(54,855,060)
Revenues Over (Under) Expenditures	1,622,980
Other Financing Sources	200,000
Transfers to Other Funds	(557,320)
Transfer to Capital Improvement Program	(567,750)
Unfunded Liabilities (CalPERS)	(600,000)
Use of Supplemental Reserves	97,910
Available Fund Balance, 7/1/23	13,020,094
Available Fund Balance, 6/30/24	\$ 13,118,004

General Fund Revenues

General Fund revenues for FY 2023-24 are projected to total \$56.5 million, a \$1.7 million increase from the current fiscal year estimate. Following is a discussion of key revenues.

Property Taxes: Property Taxes represent 44% of General Fund revenues and are received based on property assessed valuation. Citywide assessed valuation is projected to increase by 5.5% in FY 2023-24. This is less than in the prior year due to an increase in mortgage rates and a slow-down in the housing market. Property tax revenues (including real property transfer taxes) are projected to total \$24.6 million in FY 2023-24, an increase of \$1.1 million from the current fiscal year.

Sales Tax: Sales Tax represents 32.4% of General Fund revenues and is projected to total \$18.3 million in FY 2023-24, an increase of \$170,840 or 1.0% from the current fiscal year estimate. Modest growth is expected to continue in the City's key Building & Construction category. Other categories are expected to flatten or have very small increases in the upcoming quarters as economic uncertainty and low consumer confidence continues to be prevalent.

Franchise Fees: Franchise Fees represent the third largest discretionary source of revenue, and are received from Waste Management, San Diego Gas & Electric (SDG&E), Cox Communications and AT&T. Franchise Fees are projected to total \$3.75 million in FY 2023-24, an increase of \$48,700 or 1.3% from the current fiscal year. Increases in revenues from SDG&E and Waste Management continue to be offset by reductions in revenues from Cox Communications and AT&T.

Paramedic Program: Paramedic Program revenue reimburses the general fund from the Emergency Medical Services (EMS) Fund for all expenses associated with the EMS division. The expected reimbursement for the proposed year is \$4.8.

Building Fees: The FY 2023-24 proposed budget reflects a new building fee revenue account to reflect the division's structural change. Building revenue is split between plan checks that will fall under the current subject to split procedure, and all other building fee revenue that falls outside the subject to split parameters. Overall, with both revenue accounts combined, there is a decrease in building permit and plan check revenue which is estimated to total \$900,000, a \$122,800 decrease from the current fiscal year.

Fire Reimbursements: As a result of the wildfire season in FY 2022-23, Fire reimbursement revenue remained low. As a result, the proposed budget is in line with the current year collected revenue.

Charges to Other Funds: Charges to Other Funds revenue represents reimbursements to the General Fund for costs incurred in support of certain activities that are funded outside of the General Fund. The funds providing these resources back to the General Fund include the Gas Tax Fund, Zone 2 Flood Control District Fund (storm water activities), landscape maintenance districts and the Capital Improvement Program among others. Charges to Other Funds revenue is estimated to total \$1.1 million in FY 2022-23, an increase of \$136,500 from the current fiscal year. This increase is the result of expected increases in Gas Tax and Zone 2 Flood Control funding. The increase in revenue to these funds allows more reimbursement to be available to the General Fund.

General Fund Expenditures

The proposed budget reflects General Fund operating expenditures totaling \$54.9 million in FY 2023-24, a \$1.2 million or 2.3% increase from the current fiscal year budget.

Public safety continues to represent the largest portion of the General Fund operating budget. The Fire and Life Safety budget totals \$18.0 million representing 32.8% of the total General Fund expenditures and the Law Enforcement budget totals \$17.2 million representing 31.4% of the total General Fund expenditures. The Community Services Department expenditures total \$6.3 million representing 11.4% of the total General Fund expenditures. In fiscal year 2022-23 the Development Services Department was restructured into two new departments, Engineering and Planning & Building. These two departments each have budgets of \$2.9 million and \$2.6 million, respectfully.

Following is a discussion of some of the key impacts on the proposed budget.

Personnel Costs: The proposed budget includes a net increase of one and a half (1 ½) full-time positions and other personnel-related adjustments as follows.

- The addition of one Irrigation Technician in the Community Services Department (Public Services Division) to manage all aspects of irrigation management and repairs throughout City parks, right of ways, landscape maintenance districts, and facilities.
- The addition of one Administrative Battalion Chief in the Fire Department. This position would be funded 75% SLEMSA and 25% General Fund. The primary duties of this position would be to manage the EMT program and coordinate and manage Fire Department training.
- The reduction of one part-time/benefited Building Technician I in the Building Department. This position was replaced with a non-benefitted position.
- The creation of a Senior Management Analyst/Grant Writer. This is not an additional position but a 5% increase to a current Senior Management Analyst in order to provide compensation for the additional duties.
- The reclassification of the Marketing Specialist I, in the City Manager's Office (Economic Development) to a Marketing Specialist II. This position is offset by the elimination of the Marketing Coordinator and this position will also create salary savings due to the difference in salary of the two positions.
- A salary adjustment to the Assistant to the City Manager position, increasing the top of the salary band by 5%.

The proposed budget does include merit increases for eligible employees but negotiated salary increases are not included at this time. The City is currently engaged in labor negotiations and will bring back any negotiated salary adjustments at a later date.

CalPERS Retirement Costs: CalPERS retirement costs continue to impact the City's budget. and are expected to total in excess of \$6.1 million in FY 2023-24, a \$73,310 increase from the current fiscal year. Approximately \$3.8 million of the total amount represents required payments against the City's unfunded pension liability. This is \$150,000 less than in the prior year. This decrease can be attributed to higher than expected returns on investments at June 30, 2021 and \$62,890 in reduced costs due to the FY 2022-23 Additional Discretionary

Payment (ADP) of \$600,000. The FY 2023-24 Proposed Budget includes an ADP of \$600,000 to be made towards the City's unfunded liability. These supplemental payments if continued will eliminate the City's current unfunded liability approximately five years sooner than would otherwise be the case. This year's supplemental payment will be the third consecutive payment.

Other Expenditures: Other expenditures of note affecting the proposed budget are as follows.

City Council: Includes \$7,130 for support of the Hometown Heroes banner program and \$25,000 for support for adopted military units and other military and veteran activities.

City Attorney: Includes amounts to support a variety of special projects and potential litigation matters, including the City's efforts to develop a hotel at Trolley Square, continuing to develop a comprehensive strategy to address issues associated with homelessness, assisting the City's efforts in adopting application procedures for the cannabis regulatory ordinance and in processing applications for cannabis business permits, and providing staff with tailored training on governance, transparency and ethical roles and responsibility.

City Manager: Includes a decrease of \$50,000 for website design being moved to the Capital Improvement Program Budget and a decrease of \$15,800 for the previously budgeted and completed cannabis study.

Information Technology: Includes a \$204,420 increase in software maintenance and licensing costs, primarily a result for the Tyler Enterprise Permitting and Licensing system (\$162,600).

Animal Control: The Proposed Operating Budget includes a new three-year agreement with the San Diego Humane Society to provide animal control services to the City, which it has provided under contract since July 2018. The current agreement expires June 2023. The agreement includes two one-year options to extend and can be terminated at any time with one-year advance written notice. The cost remains the same for Fiscal Year 2023-24, as it has the prior two years, at \$441,530.

City Clerk: Includes an increase to election expense from \$16,000 to \$20,000. These funds are budgeted each year with amounts carrying over from non-election years to election years.

Human Resources & Risk Management: Reflects anticipated increases in property and general liability insurance premiums of approximately 15% (\$92,290 increase).

Finance: Includes amounts for a User Fee/Cost Allocation Study.

Engineering: This department has no significant changes.

Planning and Building: This department has an increase of \$250,000 related to the Subarea Plan. Building costs are lower this year due to an expected decline in building permits. The department is now fully staffed and as a result, the use of the third-party consultant has decreased as well.

Community Services: The Public Services Division budget includes additional funding for additional and ongoing maintenance of fire breaks/defensible space clearing (\$124,250), Town Center Community Park East Security System (\$20,500), and Goal and Net Replacement (\$6,000). Additional budgetary impacts result from consumer price index-based adjustments to various maintenance contract renewals. The Public Services Division-Storm Water budget includes additional funding in the amount of \$24,000 for the cleaning and maintenance of storm drain inlet trash capture devices.

Law Enforcement: In accordance with the terms of the current five-year law enforcement services agreement with the County of San Diego, a 1.0% or \$168,880 increase is reflected for contract law enforcement services for FY 2023-24, bringing the total contract amount to \$17.1 million, \$161,300 of which is paid from State COPS funding in the Supplemental Law Enforcement Fund. Future contract cost increases will be 3.5% each year beginning in FY 2024-25 and through FY 2026-27. Also included in the Law Enforcement budget is the continued support of funding for the Grossmont Union High School District in the amount of \$201,510 to fund approximately one-half of the cost of a School Resource Officer.

Fire: Includes costs to fund an Administrative Battalion Chief, as mentioned earlier. Also included is the new Emergency Medical Technician (EMT) program (\$340,000), residing in the Emergency Medical Services Division. Other increases are due to increases in medical supplies, agency contributions, and wearing apparel for new employees.

Transfers and Other Uses: The proposed budget reflects the following transfers and other uses.

- **Transfers to Other Funds:** Proposed transfers to other funds include \$323,570 to the Vehicle Replacement Fund, \$45,250 to the Highway 52 Coalition Fund, and \$188,500 to the new Technology Replacement Fund.
- **Transfers to Capital Improvement Program:** A transfer to the Capital Projects Fund is proposed in the amount of \$567,750.
- \$600,000 is included for supplemental payments to reduce the City's unfunded CalPERS pension liability as previously discussed.

Reserve Policy

City Council Resolution No. 087-2022 affirmed the City Council General Fund Reserve Policy that a minimum reserve of 20% of annual General Fund operating expenditures be maintained. The reserve policy contributes to the fiscal security of the City by providing resources that could be used to mitigate future risks such as revenue shortfalls, economic downturns, natural disasters and other catastrophic events, as well as providing a source of revenue from investment earnings. The reserve policy increases the credit worthiness of the City to credit rating agencies, resulting in cost savings when the City issues debt. The reserve policy also provides a benchmark to assist in short-term and long-term financial planning. The proposed budget conforms to the reserve policy and reflects an available reserve balance of over \$13.1 million at June 30, 2024, which represents 23.9% of annual operating expenditures and includes a supplemental reserve balance of \$2.1 million beyond the 20% minimum policy level.

OTHER FUNDS

The Other Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditure for specified purposes or have been designated for a specified purpose. Following is an overview of the proposed operating budgets for the Other Funds.

Risk Management and Workers' Compensation Reserve Funds

The Risk Management and Workers' Compensation Reserve Funds are used to account for funds held in reserve for general liability and workers' compensation claims for which the City is self-insured up to the applicable self-insured retention amounts (\$150,000 and \$350,000 per claim respectively). The reserve fund balances are targeted to meet the "expected" funding level based on an actuarial analysis of the estimated outstanding liability. An actuarial analysis of the City's liability and workers' compensation claims experience is performed every two years.

Vehicle Acquisition & Replacement Fund

The Vehicle Acquisition & Replacement Fund is used to account for funds that are accumulated for the replacement of City vehicles. While Fire apparatus, paramedic ambulances and other heavy-duty equipment will continue to be purchased, on May 12, 2021, the City Council authorized the City's participation in the Enterprise Fleet Management vehicle leasing program for the City's light duty fleet. Following are the new vehicles proposed for purchase or lease in FY 2023-24.

- The purchase of a Ford E-450 ambulance to be used with the new EMT program. The purchase price is \$339,240 and funded from the EMS Fund.
- The purchase of a Ford F-350 Crew Cab, \$101,110. This requested vehicle will be used to tow the Polaris Ranger to open space rescues and will also serve as a utility vehicle. Funding for this vehicle includes revenues from the EMS Fund, sale proceeds, and a potential grant award.
- The purchase of a Carson Trailer, \$19,020. This trailer will be used for the Polaris Ranger.
- The lease of a Chevy Tahoe for the Deputy Fire Chief. A larger vehicle is needed during incident command operations. This vehicle is an addition to the existing fleet. The current Deputy Fire Chief vehicle will be transferred to the proposed Administrative Battalion Chief.
- The lease of one Ford Transit Van for public education and other City events.
- The lease of one Ford F-150 for the Engineering Department to replace an existing truck.
- The lease of one Ford F-150 for the Community Services Department to replace an existing truck.

Recreation Revolving Fund

The Recreation Revolving Fund is used to account for revenues received from recreation program/class participants and the direct costs of these programs. Included are instructional classes for all ages, sports leagues, youth camps, senior trips, teen activities and the Santee Twilight Brews and Bites Festival special fund-raising event. Revenues are estimated to total \$286,500 in FY 2023-24 with proposed expenditures of \$313,400.

Technology Revolving Fund

This new program sets aside funds each year to ensure maintenance of the City's Information Technology infrastructure with a planned replacement schedule every five to seven years; or as needed depending on the equipment. The replacement, upgrade and/or modernization of equipment is essential to keep up to date with technological changes and advances, ensure proper support of the infrastructure, ensure continuity of the City's day-to-day business activities, and ensure the highest security of the City's network. I.T. infrastructure under this program includes: network servers, storage area network (SAN) units, firewalls, network switches, computer workstations, laptops, monitors, printers, software, and other peripheral devices. The City's initial contribution to the fund is \$188,500.

Supplemental Law Enforcement Fund

The Supplemental Law Enforcement Fund is used to account for revenues received annually under the State's Citizens' Option for Public Safety program. These revenues are used to partially offset the cost of one Special Purpose Officer in the Community Oriented Policing Unit. The proposed FY 2023-24 budget is \$161,300.

Highway 52 Coalition Fund

The Highway 52 Coalition Fund is used to account for funds budgeted in support of the Coalition's efforts to secure funding to improve Highway 52 which are used primarily for the cost of a lobbyist assisting in efforts to obtain federal funding, for support costs incurred by the City Attorney's Office and for meetings and outreach efforts with regional, state and federal representatives. The proposed FY 2023-24 budget totals \$63,250.

PEG Fees Fund

The PEG Fees Fund is used to account for Public, Educational and Government ("PEG") fees received from cable television providers in an amount equal to 1% of their gross revenues, that may only be used by the City for capital costs related to public, educational and governmental access facilities consistent with federal and state law. PEG fees have been used for the City Council Chamber Upgrade Project, thereby providing the equipment necessary to livestream and broadcast City Council meetings and other content of interest on SanteeTV. In FY 2023-24 PEG fees collected will be used to reimburse for eligible costs incurred in the City Council Chamber Upgrade Project, as well as to fund two other PEG fee eligible capital improvement projects. The estimated PEG fee revenue for FY 2023-24 is \$145,000.

CASp Certification and Training Fund

The CASp Certification and Training Fund is used to account for a State mandated surcharge collected on every business license issued or renewed. This revenue must be used for certified

disabled access specialist training and certification and to facilitate compliance with construction-related accessibility requirements.

Gas Tax Fund

The Gas Tax Fund is used to account for revenues received from the State of California through the Highway Users Tax Account (HUTA) that are restricted for street and road purposes (including the public right-of-way). Gas Tax Fund revenues are projected to total \$1,622,200 in FY 2023-24, exclusive of the Gas Tax revenues received in accordance with State Senate Bill 1 (SB 1) which are separately budgeted and discussed below. Gas Tax HUTA revenues are projected to increase by 6% in FY 2023-24 from the current fiscal year. Gas Tax HUTA revenues are primarily utilized for the following purposes: traffic signal maintenance, street sweeping, street striping, minor street repairs, right-of-way and median landscape maintenance and curb/gutter/sidewalk maintenance. The proposed budget reflects the full expenditure of all Gas Tax HUTA revenues to be received in FY 2023-24 and includes the following.

- A transfer to the Capital Improvement Program in the amount of \$196,700 for the Traffic Signal LED Replacement project.
- The purchase of traffic calming devices such as speed feedback signs and sign enhancing flashers at a total cost of \$20,000.

SAFE Program Fund

The SAFE (Service Authority for Freeway Emergencies) Program Fund provides for the expenditure of Santee's share of excess program reserve funds that were distributed to all cities and the County in accordance with Assembly Bill 1572. This funding is used to offset the cost of traffic management and traffic operations center activities.

Gas Tax-RMRA (SB 1) Fund

The Gas Tax-RMRA (SB 1) Fund is used to account for revenues received from the State of California as a result of the Road Repair and Accountability Act of 2017. The allowable use of Gas Tax-RMRA funds is similar, but not identical to, that of existing Gas Tax funds. Gas Tax-RMRA Fund revenues are projected to total \$1,395,050 in FY 2023-24. Gas Tax-RMRA revenues are projected to increase by 10.5% from the current fiscal year amount. Gas Tax-RMRA funds will be used exclusively for certain street and road, concrete repair and bridge restoration projects as identified in the proposed Capital Improvement Program for FY 2024-2028.

Zone 2 Flood Control District Fund

The Zone 2 Flood Control District Fund is used to account for property tax allocations used primarily for activities required by the Municipal Storm Water Permit issued by the San Diego Regional Water Quality Control Board. Revenues are projected to total \$482,910 in FY 2023-24, covering a portion but not all of the storm water permit and storm drain/channel maintenance activities, the balance of which is paid from the General Fund.

Community Development Block Grant (“CDBG”) Fund

The CDBG Fund is used to account for federal CDBG revenues received annually for public service, public facility and program administrative activities that benefit low and moderate income families, aid in the prevention or elimination of blight or address an urgent community need. CDBG revenues are expected to total \$321,990 in FY 2023-24 which will be expended on Program Year 2023 activities in accordance with prior City Council action.

Emergency Medical Services Fund

The Santee-Lakeside Emergency Medical Services Authority (SLEMSA) was initiated this year to provide the mechanism for funding, managing and administratively coordinating the emergency ambulance services and transportation provided by the City of Santee and Lakeside Fire Protection District for Santee, Lakeside, and the unincorporated area of El Cajon referred to as Bostonia. This fund represents the City of Santee’s share of the revenue generated by ambulance billing, property tax, the ambulance benefit fee, and grant revenue. Funds from this account are used to reimburse the general fund for all expenses associated with the EMS Program.

Community Facilities Districts (“CFDs”) Funds:

Community Facilities Districts Funds are used to account for the proceeds of property owner special tax assessments received to pay for the cost of municipal services in the following CFDs:

- CFD No. 2015-1 (Municipal Maintenance Services) – provides for storm water facility maintenance for the 10-residential unit El Nopal Estates II subdivision.
- CFD No. 2017-2 (Weston Municipal Services) – provides a funding mechanism to offset the cost impact of providing various public services as a result of the 415-residential unit Weston development.

Town Center Landscape Maintenance District (“TCLMD”) Funds

The TCLMD Funds are used to account for property owner assessments received to pay for landscape maintenance and related costs within the following four zones: Town Center, The Lakes, San Remo and Mission Creek. Assessment revenues have reached the maximum allowed in each of the four zones. Staff continues to evaluate alternatives for converting landscape materials to more drought-tolerant/low water use materials where feasible. Revenues and operating transfers in from the Gas Tax Fund are estimated to total \$350,260 in FY 2023-24 with proposed expenditures of \$377,770.

Santee Landscape Maintenance District (“SLMD”) Funds

The SLMD Funds are used to account for property owner assessments received to pay for landscape maintenance and related costs within the following ten zones: El Nopal, Country Scenes, Camelot Heights, Silver Country Estates, Mattazaro/Timberlane, The Heights, Prospect Hills, Mitchell Ranch, Dakota Ranch and Allos. Assessment revenues have reached the maximum allowed in seven of the ten zones, and one assessment increase reflecting a CPI adjustment is proposed in FY 2023-24. Staff continues to evaluate alternatives for converting landscape materials to more drought-tolerant/low water use materials where

feasible. Revenues are estimated to total \$116,720 in FY 2023-24 with proposed expenditures of \$130,430.

Special Street Light Tax (Zone A) Fund

The Special Street Light Tax Fund is used to account for property tax allocations required to be utilized to operate, maintain and replace street lights of general benefit located throughout the City, primarily arterial streets (also referred to as “Zone A” of the Santee Roadway Lighting District). Revenues are estimated to be \$392,850 in FY 2023-24 with proposed operating expenditures of \$250,000. Reserves that have been accumulated for the replacement and upgrade of street lights to LED in the amount of \$1,326,000 are budgeted this year.

Roadway Lighting District (Zone B) Fund

The Roadway Lighting District Fund is used to account for assessments received from benefiting property owners in order to operate, maintain and replace street lights of special benefit throughout the City (also referred to as “Zone B” of the Santee Roadway Lighting District). Revenues are estimated to be \$415,960 in FY 2023-24 with proposed expenditures of \$482,760.

Mobile Home Park Ordinance Administration Fund

The Mobile Home Park Ordinance Administration Fund is used to account for assessment revenues collected from mobile home park owners to help defray the reasonable and necessary costs incurred in the administration of the City’s mobile home rent control ordinance. Park owners are assessed \$3 per month for each space subject to the City’s rent control ordinance. Revenues are estimated to total \$41,100 in FY 2023-24 with proposed expenditures of \$52,470.

Next Steps

The Proposed Operating Budget for Fiscal Year 2023-24 will be brought back to the City Council on June 28, 2023 for additional discussion, public comment and adoption.

MEETING DATE June 28, 2023

ITEM TITLE RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH INTERWEST CONSULTING GROUP INC. (A SAFEBUILT COMPANY) FOR SPECIALIZED PROFESSIONAL BUILDING SERVICES

DIRECTOR/DEPARTMENT

Aaron Sturm, Building Official 

SUMMARY

Interwest Consulting Group Inc. and its predecessor ESGIL Corporation have provided the City with technical and professional services in the area of building inspection and plan review since 1981. On September 8, 2021, the City Council directed staff to work on a staffing plan for the Building Division. On May 25, 2022, the City Council reaffirmed that permanent full-time City employees should be hired to staff the Building Division, starting with the recruitment of a City Building Official, and that Interwest Consulting Group Inc.'s services should only be used on an as-needed basis to supplement City staff.

The Building Official was hired in October of 2022 followed by a Senior Inspector / Plan Checker in March 2023, a Permit Technician I in May of 2023, and a Permit Technician in June of 2023. The Building Division has filled the three and half positions requested by the Building Official last November. This request for a new Professional Service Agreement is for on-call Building Division services for inspections and plan review as needed to supplement City staff, in an amount not to exceed \$350,000 for the initial one-year term. The parties would have the option to extend the Agreement for up to two (2) additional one (1) year terms. The additional one-year terms would be subject to an annual Consumer Price Index increase of up to 5%

The Building Official's recommendations for staffing are complete and this final phase will put into place a hybrid system to effectively provide better customer service for inspections, plan review and code enforcement. Staff recommends the City Council approve the Professional Services Agreement with Interwest Consulting Group.

ENVIRONMENTAL REVIEW

The proposed action is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15060(c)(3) because the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, as it has no potential for resulting in a physical change to the environment, directly or indirectly.

FINANCIAL STATEMENT *EB*

The Building Division's proposed Fiscal Year 2023-24 budget includes amounts for this consultant contract and the funds will be available pending budget adoption.

CITY ATTORNEY REVIEW

N/A

Completed



RECOMMENDATION *MAB*

Adopt the attached Resolution Authorizing the City Manager to Execute a Professional Service Agreement with Interwest Consulting Group Inc. (a SAFEbuilt company) for Specialized Professional Building Services.

ATTACHMENTS

Staff Report

Resolution

Interwest Consulting Group Inc.'s Proposal

Professional Services Agreement (excluding Exhibit D due to size)

Summary of on-going projects to be completed by Interwest

STAFF REPORT

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH INTERWEST CONSULTING GROUP INC. (A SAFE BUILT COMPANY) FOR SPECIALIZED PROFESSIONAL BUILDING SERVICES

**CITY COUNCIL MEETING
June 28, 2023**

A. INTRODUCTION:

On March 2021, the City Council (“Council”) established a goal to review the current Building Division’s services and to consider alternative options. On September 8, 2021, the Council directed staff to improve customer service within the Building Division. The Council’s goals were to improve customer service, provide consistency in inspections, create accountability during plan check, and provide supervision of the division’s staff and contractors. Several discussions occurred between the Council and Staff regarding options on implementing change within the Building Division. The purpose of this report is to provide a status of the Building Division and request this Resolution be approved to complete the formation of a ‘hybrid division’ as discussed at November 9, 2022 Council meeting. Following direction from Council, the Building Official initiated recruitments of a full time Senior Inspector / Plan Checker, Permit Technician II and a part time Permit Technician I. Building Division staffing was completed on May 25th. The recommendation in this report is to approve the Resolution for a new Professional Service Agreement with Interwest Consulting Group Inc. (“Interwest”) that is designed to be an as-needed services agreement. The current agreement expires on June 30, 2023. This is the last element for this transition to a ‘hybrid division.’

B. BACKGROUND:

Since 1981, the City of Santee (“City”) has operated under a Professional Services Agreement (“PSA”) for building services, first with ESGIL Corporation, and later its successor, Interwest. This Agreement and subsequent amendments provided the City with needed building services. On May 26, 2021 and September 2021, the Council considered reports for staffing a building division by the Department of Development Services Director and third-party consultant. The Council considered the following options:

- A Building Division staffed fully with seven City employees, comprised of a Building Official, two permit technicians, two inspectors and two certified plan checkers; or

- Continue to have a Building Division staffed with only contracted staff, as has been done since 1981; or
- Develop a Building Division that would use contracted staff as-needed to support City Building Division staff. (the hybrid model)

When the Building Official came on board last October the Interwest staff on site included two permit technicians, two building inspectors and two building supervisors. The Agreement over the years had not changed from its original payment schedule. The Agreement authorized seventy-five (75%) percent of all building permit revenues to be paid to Interwest as compensation for services. The proposed Professional Services Agreement changes the compensation structure to an as-needed hourly services structure except for building plan reviews performed by Interwest, which will be compensated by sixty-seven (67%) percent of the plan review fees collect at submittal.

C. DISCUSSION:

The changes in the Building Division over the next six months will provide data on customer service and costs for as-needed services. The use of contract services and City staff has already improved accountability for plan checking and inspection staff. Most rechecks are completed in house. All photovoltaic systems are plan checked in house. Decisions regarding code interpretations are made by City staff who prioritize for City interest. The newly-hired City staff members are very experienced and progressive. Staff has recently shifted to electronic plan review using Blue Beam, and most documents are being submitted electronically. The staff is prepared for the new land management permitting system. The current staff is capable and can run the division without contracted staff during slower periods of construction activity.

The proposed revenues budgeted FY 2023/24 reflect a slowing trend in construction permit activity from the previous years. This decrease in revenues will be balanced by a decrease in contracted services. The services under the proposed Agreement will be used only as needed. The Building Division staff will prioritize customer service and is willing and able to assist citizens that are not able to hire architects and other professionals to design and build their projects. Staff flexibility to expand or reduce service require periodic assessments and milestones. The phases below layout the goals for the Building Division for future assessments and considerations moving forward.

Phase	Cost	City Positions Created	Time Line to complete task
Phase I	Negotiate a decrease in the percentage in the PSA with Interwest to reflect City Costs (Staff)	Building Official	Late 2022 (December 17, 2022)
Phase II	Negotiate PSA to an hourly basis for inspection services and percentage plan review	(1) Senior Inspector / Plans Examiner (1) Permit Technician II (1) Permit Technician I Part time	June 2023 (FY 23/24 Budget)
Phase III	Evaluation of Staff Levels and performance. Request Council's approval to receive RFQ proposals from other building service providers.	Consider: Full Time position for Permit Technician I	Late 2023 (By December 31, 2023)
Phase IV	Evaluate RFQs proposals Staff changes based on service goals	Consider: Building Inspector, I	June 2024 (FY 24/25)

Interwest Contract Services

The City's Purchasing Ordinance requires that specialized professional services are engaged on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at fair and reasonable prices to the City. (SMC § 3.24.160.) The attached on-call services proposal from Interwest provides the current qualifications of available staff, and City staff believes that Interwest has the professional qualifications necessary for the satisfactory performance of the as-needed services. Staff has contacted several other providers in the region to access current costs and have found the fees in Interwest's proposal are consistent with those providers that service cities in San Diego County. Staff is requesting Council approve the Resolution authorizing the City Manager to execute the proposed Agreement with Interwest.

The Agreement includes a not-to-exceed amount of \$350,000 for the initial one (1) year term, and the option to extend the Agreement for two (2) additional one-year terms, subject to a Consumer Price Index adjustment of up to 5%.

Under the City's previous agreement with Interwest, Interwest has received up-front payment for Building Division Services related to certain projects that are not yet

completed. The proposed Agreement provides that Interwest's obligations with regard to those projects remain ongoing, and Interwest will not receive additional hourly payment under the new Agreement for services contemplated under the previous agreement and for which Interwest has already received up-front compensation.

D. CEQA ANALYSIS

The proposed action is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15060(c)(3) because the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, as it has no potential for resulting in a physical change to the environment, directly or indirectly.

E. STAFF RECOMMENDATION:

Adopt the attached Resolution Authorizing the City Manager to Execute a Professional Service Agreement with Interwest Consulting Group Inc. (a SAFEbuilt company) for Specialized Professional Building Services.

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT (PSA) WITH INTERWEST CONSULTING GROUP INC. (A SAFE BUILT
COMPANY), FOR SPECIALIZED PROFESSIONAL BUILDING SERVICES**

WHEREAS, one of the City of Santee's strategic goals is to continue providing high quality municipal services; and

WHEREAS, the City has a need for specialized professional building services in keeping with this goal; and

WHEREAS, Interwest Consulting Group Inc. (a SAFEbuilt company) provides highly qualified and credentialed professionals with many years of experience in providing building division services; and

WHEREAS, Interwest Consulting Group Inc. and its predecessor ESGIL Corporation have provided the City with technical and professional services in the area of building inspection and plan review since 1981; and

WHEREAS, the City desires to execute a Professional Services Agreement with Interwest Consulting Group Inc. for specialized professional building services for an amount not to exceed \$350,000 for an initial one (1) year term (ending June 30, 2024), with the option to extend for two (2) subsequent one (1) year terms ("Agreement"); and

WHEREAS, for each optional extension period described above, the not-to-exceed amount would be subject to an annual increase based upon the annual increase in the Consumer Price Index as specified in the Agreement, but not to exceed a 5% increase.

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 Interwest Consulting Group Inc. for specialized professional building services in an amount not to exceed \$350,000 for an initial one (1) year term (ending June 30, 2024), with the option to extend for two (2) subsequent one (1) year terms subject to the annual Consumer Price Index increase of up to 5%, as specified therein.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 28th day of June 2023 by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

Section 1: Firm Overview



Firm Information

The seamless integration of municipal service professionals in support of public agencies has been our purpose since Interwest Consulting Group formed in 2002.

Interwest was founded by individuals with a passion for serving municipalities. We currently employ nearly 500 employees spanning a multitude of disciplines within municipal public works and building and safety departments. We currently serve more than 300 cities, counties, and state agencies across California.

Our staff has held senior and executive management positions within numerous California cities and public agencies. This depth of experience brings an elevated level of expertise and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

We provide the following services to our valued clients:

- + Building Department Services
- + Municipal Engineering
- + Traffic Engineering
- + Construction Management & Inspection
- + Grant Writing & Administration
- + Real Estate & Right of Way
- + Planning & Urban Design



Corporate Entity

Colorado Corporation, legally certified to conduct business in the State of California

Ownership

Interwest Consulting Group is a wholly owned subsidiary of SAFEbuilt, LLC.

Signing Authority

Paul Meschino
 President

Primary Project Contact

Shelby Sieracki
 626.224.2055
 ssieracki@interwestgrp.com

Project Office

9320 Chesapeake Drive, Suite 208
 San Diego, CA 92123

Section 2: Available Services

Building Department Services



BUILDING OFFICIAL SERVICES | BUILDING DEPARTMENT ADMINISTRATION

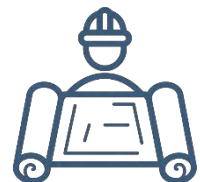
Our certified Building Officials are intimately familiar with the procedures and processes that need to be maintained to ensure a building department runs smoothly. They effectively work with all staff and departments. At the City's request, Interwest can provide Building Official Services on a part-time or full-time basis. Building Official areas of responsibility may include:



- + Building Department Administration
- + Quality control review of plan checks and inspections
- + Building Code updates for Municipal Code adoption
- + Resident inquiries and complaints
- + Configuration, implementation, and on-going support of an automated permitting system
- + Review discretionary applications for preliminary compliance with construction codes
- + Coordination of a proactive abatement program
- + Building & Safety Procedures Manual
- + Monthly/Annual Reporting of Building Safety Activities
- + Attend Commission and City Council meetings (as needed)

BUILDING PLAN REVIEW SERVICES

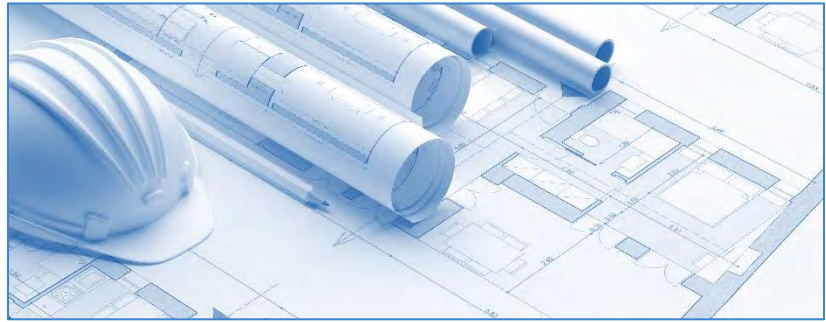
All plans examination services will be performed by a licensed Civil or Structural Engineer, and/or an ICC Certified or otherwise qualified Plans Examiner. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our other regional offices. Our plans examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues.



Our staff will work with project applicants in a collaborative and professional manner to quickly identify and resolve violations of codes, standards or local ordinances. They will provide thorough plan reviews in an effort to ensure complete and accurate construction documents to minimize questions and problems during the construction phase of projects.

Technical Capabilities in Plan Check Areas

Interwest staff possesses significant technical capabilities in all areas of plans examination competence. Plans examiners are licensed engineers and/or ICC Certified or otherwise qualified Plans Examiners with extensive experience providing plan review services. Plans examination activities will be performed under the direction of a California licensed professional engineer and/or licensed architect. Our staff will conduct accelerated plan review on as as-needed basis as requested by the Building Official.



Plans examination activities will be performed under the direction of a California licensed professional engineer and/or licensed architect. Our staff will conduct accelerated plan review on as as-needed basis as requested by the Building Official.

Non-Structural Life Safety

Interwest's non-structural plans examiners furnish plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 3 medical office buildings. Many of our plans examiners are CASp certified. Completed plan review projects range from single-story residential projects to complex high rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following codes:

- + California Building Standards Code
- + Americans with Disabilities Act Standards for Accessible Design
- + ANSI Standards
- + NFPA Codes & Standards
- + CA Code of Regulations (CCR) Titles 19 and 25
- + Jurisdiction-adopted amendments or ordinances

Structural

Our California-licensed Structural Engineers have experience designing and reviewing projects utilizing virtually all building materials:

- | | |
|-------------------------------|-----------------------------|
| + Wood | + Cold-Formed Steel Framing |
| + Masonry | + Straw Bale |
| + Heavy Timber / Timber Frame | + Rammed Earth |
| + Concrete | + Aluminum |
| + Structural Steel | |

Our engineers have designed or reviewed a wide array of lateral force resisting systems including:

- | | |
|-------------------------------------|---|
| + Steel Moment Frames | + Masonry Shearwall Systems |
| + Buckling Restrained Braced Frames | + Concrete Shearwall Systems |
| + Eccentric Braced Frames | + Cantilevered Column Systems |
| + Concentric Braced Frames | + Various Proprietary Lateral Force Resisting Systems |
| + Concrete Moment Frames | |
| + Wood Shearwall Systems | |

Our structural engineers are experienced with the provisions of most model codes including, but not limited to, current versions of:

- | | |
|----------------------------------|--|
| + CCR Title 24, Part 2, Volume 2 | + ASCE 41 |
| + AISC 341, 358 and 360 | + AISI Standards for Cold Formed Steel |
| + ASCE 7 | + ANSI / AF&PA NDS for wood framing |

- + ACI 318
- + ACI 530 / TMS 402/602
- + CA Historic Building Codes
- + CA Existing Building Codes
- + NEHRP Requirements for Existing Building

Mechanical, Plumbing & Electrical

Interwest's California-licensed Mechanical and Electrical Engineers are well-versed in the application California Mechanical, Plumbing, Electrical, Energy and Green Building Standards Codes:

- + California Building Code
- + California Residential Code
- + California Plumbing Code
- + California Mechanical Code
- + California Electrical Code
- + Jurisdiction-adopted amendments or ordinance

Energy Compliance

Our engineers and plan reviewers are up-to-date on all California Energy requirements as they relate to both new and remodel construction on large residential and commercial projects. The Energy Efficiency Standards for Residential and Nonresidential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods.

Green Building Standards

Our staff is familiar with the incorporation of CALGreen building criteria into project designs and the resulting potential impact as related to the building codes. In addition, staff members have participated in the development of various "green" standards for super adobe, rammed earth, and straw bale construction, to name a few.

Access Compliance – CASp Review

All of Interwest's CASp-Certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our goal is to provide experts in the industry who can perform services for building departments by customizing our services to correspond with our client's expectations and needs. We work collaboratively with our clients to resolve plan review and inspection related issues as efficiently as possible, ultimately resulting in an expedited process and successful project.



Our architects and plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance regulations and are available for plan review and/or evaluations and consultation. We offer support to municipalities for compliance enforcement and/or developing a transition plan towards compliance, and successfully partner with the disabled community to address the needs and requirements for both entities. We can assist our clients in interpreting various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code 'interpretation,' hardship and code changes.

Flood Zones

Interwest's staff of engineers and plans examiners have experience in providing plan reviews for projects located in flood zones, as several of our clients have developments that occur in areas prone to flooding. Interwest's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as the local jurisdiction's ordinances. In addition, members of Interwest's staff have participated in state-sponsored committees to establish guideline and regulations for construction in areas designated as flood zones.

OSHPD 3

Our staff of plans examiners has extensive experience in providing plan reviews for OSHPD 3 projects. Our staff is well versed with the OSHPD 3 requirements contained in the California Building Code. We also have OSHPD certified inspectors available on an as-needed basis.

Code Interpretations

Code interpretations are subject to final review and approval by the Chief Building Official, or City designated staff. Interwest's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official or Fire Marshal make an informed decision. All plan review comments are subject to review and approval by the City Building Department.

Transporting Plans

Although most of our clients have transitioned to electronic plan review, if the City allows/receives paper submittals, Interwest will arrange for all pick-up and delivery of plan review documents from the City at no cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.



Special Projects

Interwest is able to accommodate special project plan review needs such as fast-track, multi-phased, or accelerated plan reviews. We establish project specific turn-around goals and procedures with jurisdiction staff for these types of projects based on the complexity of the projects as well as the construction schedule.

Our staff of engineers and plans examiners will work with the City as well as with applicants and designers to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues. Interwest will furnish assigned personnel with all materials, resources and training necessary to conduct plan reviews, including a current copy of the applicable City amendments, policies, procedures and forms.

Communicating Plan Review Results

Plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest will provide the City a clear, concise and thorough document from which clients, designers, contractors and owners can work. At the completion of each plan review cycle, Interwest will return an electronic and hard copy of the plan review comment list to the designated applicant and City representative. Upon completion of the plan review, after all plan review issues have been resolved, Interwest will provide two complete sets of all final documents annotated as "reviewed" to the City for final approval.

Maximum Turnaround Times

We consistently complete 99% of our customers’ plan review times on schedule Statewide for both commercial and residential projects as our standard business practice. We work hard to accommodate any turnaround schedule desired by the City. Multi-disciplinary reviews are typically performed in our offices, but we are available for onsite work when required, upon the City’s request.

Type of Job	Maximum Turn Around Time	
	First Check	Re-Check
Residential		
New Construction	10 Business Days	5 Business Days
Addition	10 Business Days	5 Business Days
Remodel	10 Business Days	5 Business Days
Solar/PV	3-5 Business Days	3-5 Business Days
Non-Residential		
New Construction	10 Business Days	5 Business Days
Addition	10 Business Days	5 Business Days
Remodel / Tenant Improvement	10 Business Days	5 Business Days
Large Complex Commercial Projects	Turnaround Time Negotiated on a Project-by-Project Basis	

Interwest is also able to accommodate special project plan review needs, such as, fast-track or expedited reviews. We establish specific turnaround goals and procedures with jurisdiction staff for these types of projects.

Electronic Plan Check Services

Interwest currently provides electronic plan review services for multiple jurisdictions throughout California, and we are prepared to provide electronic plan check to your department. We are familiar with many electronic plan review platforms.

More and more jurisdictions are seeing the benefits of electronic permit and plan check, especially for large, complex projects. Electronic plan check services deliver many benefits to municipalities, including substantially improved turnaround times; instantaneous comments to the developer, applicant or architect; secured accessibility to documents; and reduced paper storage. Our staff is experienced providing electronic plan review and can work closely with the City on any electronic plan check software program that is utilized. Our goal is always to collaborate with and support the building department by providing thorough, accurate and timely plan reviews.



On-Site Consultant Services & Meeting Attendance

Our staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we plan review are considered part of the plan review service.

Interwest's engineers and plans examiners will be available to meet with City staff, the design team, applicants, and/or contractors, at the City's request, to discuss and resolve plan review and code related issues. We will be available within one (1) business day to respond to questions from the City that may be generated during field inspections for each authorized plan check that is subsequently issued a permit for construction. Voice mails, e-mails and faxes will be responded to as quickly as possible, always within 24 hours.

Plan Review Tracking Methods & Billing Process

Our staff has experience working with most project tracking databases utilized by building departments. Our staff will update electronic records and make project related database entries as directed by the City.

We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind.



Interwest uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan review cycle and completion date for current review can be provided. In addition to standard phone communication, custom reports can be emailed.

In addition, we can provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required.

Our staff is available during normal business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts and our staff will be responsive to any City or applicant needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

BUILDING INSPECTION SERVICES

Interwest's assigned building inspection staff will perform inspection services, as needed, to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building and fire codes. Our field inspection services will include site inspections and writing legible and understandable correction and violation notices and field reports. In addition, we will be available to answer in-person or telephone inquiries.

We understand that municipal codes may be frequently updated, so we will ensure that the projects we are inspecting are compliant with current code requirements. More specifically, we will ensure compliance with Title 24 California Building Codes, parts 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11 and 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historical buildings.

Interwest's ICC / CASp certified inspectors have performed both building and fire inspection services on a wide variety of construction projects including new residential developments, large custom homes, and commercial, institutional, assembly, essential service buildings and industrial projects. When necessary for large or fast-track projects, multiple inspectors are available.

Interwest's inspectors will provide field inspections including site inspections of projects to verify conformance with approved drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for square footage, setbacks, heights and any other applicable conditions. At the completion of inspections, Interwest's inspectors will complete all necessary City forms and documents as required to provide seamless service.

We understand that personality and customer service is crucial to on-the-job success, therefore, we have selected inspectors who are well versed in customer service and skilled in dealing with people both at the public counter and in the field. All inspection personnel assigned will be ICC and / or CASp certified as required.

Inspector Qualifications & Certifications

Interwest retains inspectors who are motivated to achieve the highest level of experience and certification. We work hard to match your jurisdiction's level of safety and code compliance. All Interwest inspectors are ICC-certified.

Inspection personnel assigned will be able to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, the public and general staff. Inspectors will possess knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building standards.

Inspection Schedule

Interwest will work with your organization to provide inspection staff in a timely manner. Our inspectors are familiar with a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to jurisdiction requirements. Emergency inspections (usually requests that pertain to a serious or urgent life/safety issue) can be provided as they are needed; nights, weekends and holidays. Many of our inspectors are also available to serve at the public counter when needed.

PERMIT TECHNICIAN SERVICES

All Permit technician services are crucial to the success of the entire building safety process as they are the first impression the public gets of your building department. Contact with the public at this initial point sets the tone for any additional interaction through the life of a project whether engaging the homeowner, architect, developer or contractor or other community member. Delivery of excellent customer service, maintaining a smooth flow of documents and plans throughout departments, and tracking and reporting, are all key elements to furnishing first-rate, efficient and a memorable experience to your clients.



At the request of the City, we will provide one or more Building Permit Technicians to the City. Our Building Permit Technicians will welcome and work closely with customers at the public counter answering all questions. They will provide information about permit applications, plan review and inspection requirements, will be excellent at organizing and maintaining the filing systems necessary for tracking in-progress applications, permits issued, plan check in progress, approved plans and any other information required by the City. Resumes for proposed Building Permit Technicians will be presented to the Chief Building Official for approval and acceptance prior to providing services.

Services provided by the Building Permit Technician may include:

- + Provide customer support and assistance at the permit center counter and over the phone.
- + Assist the public in completing permit applications and other necessary forms.
- + Determine permit, plan and process requirements for permit applicants and notifying the applicant when construction documents or permits are ready for pick up or issuance.
- + Answer questions quickly and correctly directly from the public, from phone calls and emails.
- + Receive, process and issue building permits and coordinate the plan review and inspection process, including tracking, routing and storage of plans.
- + Review permits application and other pertinent information to verify accuracy and completeness of information.
- + Maintain a variety of public records and filing systems necessary for tracking in-progress applications, permits issued, plan checks in progress, approved plans and other counter related items.
- + Verify projects have obtained all necessary approvals before issuing permits and that the following have been filed with the City: valid contractor's license, works' compensation and valid business license information.
- + Review and approve less complicated non-structural plan checks over the counter.
- + Create public informational documents, handouts explaining technical issues or requirements for permit issuance, if needed.
- + Welcome and receive customers at the public services counter in a professional and courteous manner.

Municipal Engineering Services



Project Management

Interwest has extensive experience and success in developing and implementing municipal public works projects, including those with State and/or Federal funding requiring compliance with Departments of Transportation's Local Assistance Procedures Manual. We create and apply management systems that work and carefully monitor program effectiveness by closely tracking work quality, quantity, and cost. Our approach begins with the identification of specific project priorities and their scheduled completions.



Delivering Capital Projects under aggressive schedules involves management, administration, and oversight of project development teams from inception to completion. Project management to Interwest means complete ownership of all aspects including project delivery, funding, project development, and programming. We measure our success in meeting deadlines, project budgets and most importantly, our client's expectations. Areas of focus include:

- + Monitoring program effectiveness
- + Agency coordination on joint projects
- + Following Local Assistance Procedures Manual and Guidelines
- + Stakeholder & community outreach
- + Ensuring environmental regulation compliances
- + Advanced project planning
- + Working with utility agencies on relocations
- + Bid & award contracts
- + Outside agency encroachment permits
- + Managing federally funded projects

Development Plan Review

Interwest has the collective, diverse team of people and experience to perform a full range of Engineering Plan Check. More importantly, we possess the knowledge and skills necessary to effectively integrate the necessary engineering services with the client's staff to create a design plan check process that is coordinated, consistent, and predictable.



We view our role and mission as facilitating the efficient delivery of high-quality design plan check projects by:

- + Taking a [partnering versus regulatory approach](#)
- + Balancing the need to [ensure conformance to standards and regulations](#) with the need for [predictability, uniformity, and efficiency](#)
- + Having a goal of “[no surprises](#)” for the applicant and the client
- + Creating an internal team which provides a [seamless design plan review process](#) to prevent unintentional “games of gotcha” for project applicants.

All plan reviews will be evaluated by the project manager for quality control of the plan review, the level and quality of comments from the review, consistency with similar reviews, the avoidance of late hits or “gotcha” comments, the evaluation of the design professional’s submittal and whether they are addressing prior comments or have justifiable reasoning in their designs that may allow leniency from standards. The project manager will meet with the design professional and their client if prior comments are not being addressed. We have found this will get the process back on track or provide the project owner/client with a more realistic schedule based on their design professionals’ actions.

The discussion above describes Interwest Consulting Group’s philosophy and approach of “how” we do our work. A typical scenario for “what” we do related to the review and processing of final maps, landscape plans, improvement plans, hydrology and hydraulics calculations and plans, and traffic engineering and operations plans and reports, follows:

- + [Provide plan reviews for final maps, improvement and landscape plans](#). Review includes evaluation of required reports, studies, grading and improvement plans, and design professional’s recommendations. Each plan review is assigned to a design plan reviewer with oversight of the project manager. The assigned design plan reviewer will be committed to the project and will furnish all subsequent submittal reviews for the project. This maintains a consistent review and avoids “late hit” comments.
- + Each plan review will be accompanied with a [letter summarizing the red-line comments](#). This letter will be addressed directly to the applicant’s engineer or landscape architect, with a copy to client staff and the applicant. A complete, red-lined set of drawings and any reports will be returned to the design professional for use in their corrections.
- + The Project Manager will meet with the Design Professional and client staff to [review comments or to delineate the standards which are not being met](#) to assist in the timely completion of the review and meeting the maximum goal of two plan reviews. If necessary, the third review will confirm that all previous comments have been addressed. This meeting can take place in the Design Engineer’s office, if desired so that minor comments/discrepancies can be immediately addressed, and the improvement plans and reports can be deemed technically correct and submitted for signature approvals.
- + We will [meet with other client staff and outside agencies](#), as needed, to review their progress and/or their comments.
- + Interwest can provide [structural engineers to assist in any structural reviews](#), for any of the assigned projects. We can provide these reviews concurrently with the improvement plan reviews and within the stated timeframes.
- + [Map checking](#) will be overseen by professional engineer’s licensed to practice land surveying or by licensed Land Surveyors.
- + [Engineering review of grading permit/applications](#) is highly dependent upon the complexity and location of the proposed grading. A single lot entitled commercial grading permit application will be reviewed differently from a hillside lot or subdivision, or a project adjacent to a drainage corridor.

- + **Soils reports** will be evaluated, and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.
- + **Construction erosion control and post construction water quality control** will be reviewed for compliance with the storm water quality management permit in effect.

Stormwater

Interwest cooperates with local agency partners to create and implement storm water quality compliance guidelines as mandated by the Regional Water Quality Control Board National Pollution Discharge Elimination System (NPDES) permit requirements – specifically, the Regional Boards’ latest MS4 permit for the client.



Our staff provides technical guidance to the Plan Check and entitlement groups and development community by providing interpretation of Regional Water Quality Control Board permit requirements and associated water quality compliance guidelines. We will also conduct public outreach campaigns as required by NPDES permit to make public aware of critical water quality issues. Interwest will assist in providing technical and material support to upper management and in-house staff regarding complex hydraulic and hydrological related issues. We will also review development plans to ensure that plans submitted by private developers are in compliance with drainage and floodplain management policies by conforming to local agency standards, drainage ordinances, and floodplain development policies.

The Interwest Drainage Team will also support the client in implementing the requirements of the client’s MS4 Permit. This includes:

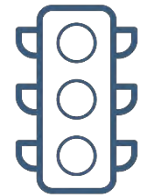
- + Performing field inspections to ensure compliance with the MS4 permit
- + Permitting Best Management Practice (BMP) compliance for private storm water quality filtration devices
- + Compiling and filing all relevant documentation related to all permits, including required annual reports to the State Development of Storm Water Quality Implementation Plan

Traffic Engineering



Below is a listing of Traffic Engineering services that Interwest provides our municipal clients.

[Public involvement and community outreach for traffic and transportation projects](#) that impact the public. Civic engagement is a key component to planning and implementing traffic solutions. Tasks may include public meetings, workshops and one-on-one meetings with residents. Other tasks may include attendance and participation in public meetings, creation of various education and outreach materials such as flyers, PowerPoint presentations, etc.



[Preparation of engineering studies](#) in response to citizen requests for traffic control device installations and modifications, such as stop signs, traffic signals, crosswalks, traffic channelization and speed zones. These studies will typically include the review of traffic collision, traffic count and/or speed survey data, field review of existing traffic control devices and motorist/pedestrian/bicyclist behavior, corner sight distance analysis, minimum stopping sight distance analysis, warrant studies based on the California Manual on Uniform Traffic Control Devices (CA MUTCD) and City standards/guidelines, discussions with City staff regarding the findings and recommendations, preparation of concept/final plans, as needed, and a report summarizing the findings and recommendations. If requested, the study will also be presented at community meetings or City Council meetings.

[Address school-related traffic concerns](#), including meeting with school staff, parents and residents, field observation of behavior, data collection as-needed, analysis of the need for speed feedback signs, crossing guards, crosswalks, stop signs, flashing beacons, etc., recommendations and a summary of findings and recommendations.

[Preparation of traffic impact analysis reports](#), including discussions with City staff regarding study intersections, project opening year, approved projects and any project concerns, a review of the site plan regarding internal circulation and external access, a field review of existing intersection geometrics and any unusual conditions, traffic count data collection, project trip generation and assignment, level of service analysis based on City guidelines/standards, identification of significant project impacts, proposed mitigation measures, and a report summarizing the analysis, findings and recommendations.

[Review of traffic impact studies](#) prepared by others for private development, including the review of on-site circulation and project access, study intersections, project trip generation and assignment, level of service

methodology and assumptions, accuracy of analysis and conclusions, appropriateness and feasibility of proposed mitigation measures, assist City staff prepare the conditions of approval, and preparation of comment memo. If requested, Interwest staff will attend Planning Commission and City Council meetings to make presentations and answer questions.

[Preparation of signing and striping plans, traffic signal plans, traffic control plans and traffic calming plans.](#) These tasks will generally include the collection of existing plans for the street segment or intersection, field review to compare the plans to existing conditions, traffic data collection, as-needed meetings with City staff to ensure complete understanding of the desired design and to discuss/clarify any options, timely revisions in response to plan review comments, and signed and stamped final plans, specifications and cost estimate. The plans and specifications will be prepared in accordance with City standards, the CA MUTCD and other applicable standards.

[Private and public development plan review for traffic-related plans,](#) ensuring that the plans are in compliance with City and other applicable standards. The reviews will include recommendations for approval (conditions of approval).

[Review of traffic signal timing plans and collision data for intersections,](#) with recommended adjustments. We will provide technical advice to City's staff in connection with the maintenance and the operation of the City's traffic signal facilities.

[Assistance in the development of relevant policies.](#) Many changes are taking place in transportation engineering that cities need to be prepared for. They include SB 743 regarding changes to how traffic studies are prepared for CEQA, including the use of vehicle mile traveled (VMT) instead of intersection or street segment level of service (LOS) to determine a proposed project's significant impact. The state is currently finalizing the regulations. Cities need to develop their own policies and fee programs in response to these new regulations to protect their interests. Autonomous (self-driving) cars are already being tested. Their potential impacts are unknown. They could increase the number of trips but reduce the needed parking. The transportation engineering profession, as well as our own traffic engineers, is tracking their development.

[Preparation of grant applications for funding from Federal, State, and regional agencies](#) for traffic safety studies and improvements.

Construction Management and Inspection Services



During construction of municipal capital improvement projects, Interwest can provide construction management administration, field inspections and close-out services from Notice to Proceed to Notice of Completion. We will ensure all work conforms to the project construction documents and meets all requirements for local and Federal funding, City codes and ordinances including APWA “Greenbook” Standard Plans and Specifications for Public Works Construction, Caltrans Standards and Specifications, ADA standards, and specific City standards and specifications.

Interwest will act as the City’s representative and shall be accountable and responsible for the successful completion of the project. Our staff is experienced and highly skilled at providing construction management and inspection services in the three main phases of projects:



Successful integration of the construction managers/construction inspectors is critical to the success of any project. As such, we have provided an integrated scope of work below detailing the key areas of responsibility for representative projects. Our goal is to complete the projects on time, within budget, and in accordance with the approved plans and specifications as well as all applicable federal, state, and local laws and ordinances.

Construction Management

PRE-CONSTRUCTION AND CONSTRUCTION PHASES

- **Constructability Review:** The designated Construction Manager (CM) will function as a member of the project team and perform constructability reviews of plans, specifications, and contract documents during the final design preparation to verify bid item quantity take-off amounts, ensure bid schedules and pay applications fully account for all items to be constructed or provided by the contractor, and ensure engineering design standards provided by the City’s engineering design consultant meet current construction standards and methods.



- **Pre-Construction Conference:** The CM will coordinate and conduct the pre-construction conference assisting in creating the agenda, reviewing, and commenting on the contractors' schedule and provide and distribute meeting minutes. Coordination and notification of all parties required to attend the pre-construction meeting.
- **Secure Bids:** The CM will assist the City in securing bids, preparing necessary addenda, answering bidders' questions, providing analysis of bid results, and furnishing a recommendation on the award of construction contract.
- **Contractor Coordination:** The CM will provide the necessary consulting services required to coordinate the efforts between the City and Contractor.
- **Site Visits:** The CM will conduct site visits, observations and supervise general inspections of construction activity to maintain continuity for control on overall progress of the work. The CM will have a complete set of Plans, Specifications, Greenbook, and APWA Standards on hand at all times.
- **Progress Payments:** The CM will Review Quantity Calculation Sheets for each Contract Bid Item prior to submittal to the City's Project Manager.
- **Coordination with Other Agencies:** The CM will provide necessary coordination with other agencies, including submitting permit applications and other potential grant application documents and documentation in accordance with the Caltrans Local Assistance Procedures Manual (LAPM). Some of the projects may have to be managed and administered in compliance with the Caltrans LAPM.
- **Stop Notices:** The CM will consult with the City regarding disposition of both Preliminary and Stop Notices. This will include complete follow through until resolution between the Contractor and suppliers and/or subcontractors.
- **Review of Contractor's Schedule:** The CM will review the Contractor's construction schedule on a weekly basis or more as needed with respect to the progress and any potential delays. The CM will prepare Weekly Statement of Working / Calendar Days (WSWD) per Caltrans format and will be submitted on a weekly basis to the General Contractor (GC) and copy to the City's Project Manager.
- **Business and Resident Concerns:** The CM will assist in working with adjacent residents' and businesses to resolve their concerns.
- **Coordination of Information:** The CM will be responsible for the coordination and flow of information between all parties including other City consultants or contractors to ensure the project proceeds on schedule.
- **Public Communication and Outreach:** After the GC's schedule of work is approved, communication to notify the City, emergency services, utilities, the business community, and the residents will be completed by the CM and Inspector. Project contact information will be provided to the entities listed above to ensure that issues may be addressed and resolved quickly throughout the duration of the contract. The CM and Inspector will ensure the GC provides advanced notice to residences and businesses prior to closing any lanes and completing work. The CM and Inspector will also ensure access will be provided to residents and the business community at all times.
- **Post or Distribute Public Notices:** The CM and Inspector will enforce the provisions of the specifications that require the Contractor to post or distribute public notices. Enforce the requirement for re-noticing when construction schedules change. Our team will provide written and verbal communications.
- **Utility Coordination:** The CM will ensure and oversee the utility coordination throughout the construction phase of the project is performed by the City staff.
- **Regulatory Measures and Requirements:** The CM will coordinate with the Contractor to ensure that Storm Water Pollution Prevention Plans, water quality control measures, noise/dust and air pollution requirements are effectively met and consistently implemented.

- **Submittals:** The CM will review all material submittals for acceptance. If necessary, the CM will also facilitate the distribution of the submittals to the designer for review, acceptance or approval. Submittals will be tracked and targeted response times and or dates will be monitored.
- **Pre-Job Walk:** The CM and Inspector will coordinate and conduct a pre-job walk and assist in preparing a pre-job walk agenda and providing and distributing meeting notes and minutes.
- **Progress Meetings:** The CM shall conduct weekly progress meetings with City staff, Sub-Contractors, Utilities, City Representatives to resolve any job site difficulties in the City's best interest. Will prepare and distribute meeting minutes the following business day.
- **RFIs:** The CM shall be responsible for processing and tracking Request for Information (RFIs) and maintain a log of all questions and responses.
- **Contract Change Orders:** The CM will administer and negotiate changes to the work, including preparing Quantity Calculation Sheet and/or documentation verifying change order legitimacy.
- **Quantity and Payment:** The CM and Inspector will review and verify the GC's quantity and payment request prior to submittal to the City's Project Manager.
- **Weekly Status Reports:** The CM will provide weekly status reports and submit Daily Construction Reports (DCRs) and construction photos prepared by the Inspector at the end of each week to the City's Project Manager.
- **Filing System:** The CM will manage and maintain filing system based on the City's required Project Record Filing System or Caltrans LAPM, Chapter 16.

POST CONSTRUCTION PHASE

- **Final Inspections:** The Inspector will administer final inspections and prepare preliminary punch lists. The CM will review substantial completion request and assist in preparation of completion notice.
- **Punch list And Final Walk:** The CM and Inspector will coordinate final walk-through inspection, prepare final punch list items, issue corrections and deficiencies notices if needed and ensure all corrections items are completed by final close-out letter.
- **As-Built Drawings:** The CM will review and make recommendations as to the adequacy of as-built plans and as compared to the GC's as-built plans.
- **File Organization:** The CM will submit all project files organized per filing system Caltrans LAPM, Chapter 16.

Construction Inspection

INSPECTION AND QUALITY CONTROL

- **Daily Inspections:** The Construction Inspector (CI) will perform daily construction inspections and coordinate geotechnical/materials testing during construction to ensure compliance with plans, specifications, and applicable standards. They will have a complete set of construction plans, specifications, Greenbook, and APWA Standard Plans at all times.
- **Inspections:** The CI will inspect the location, line, grade of the facilities that are constructed.
- **Special Inspections:** Interwest will provide inspectors qualified to oversee special inspections such as masonry, structural steel, welding/reinforced concrete, and technical inspections such as electrical, mechanical, landscaping, welding, and reinforcing steel, if required.



- **Daily Construction Reports (DCR):** The CI will prepare DCRs on City's format or format approved by the City's Project Manager only. These DCRs are expected to include a detailed description of the day-to-day operations, including, but not limited to:
 - + quantities of materials that are constructed
 - + project schedule, days worked by Contractor, and working days lost to weather or similar delays
 - + equipment on the job; and the idle or working time of the equipment
 - + accidents or claims that are related to the construction
- **Communication Requests:** The CI will coordinate and communicate the progress of the work with the CM, GC, City staff, residents, property owners, and business owners. The CI will also assist the GC with notifications to residents and business owners regarding easement access.
- **Coordinate Contractor Requests:** The CI will coordinate Contractor requests for interpretation of the plans and / or specifications in a manner that will document the resolution of questions and keep the project on schedule.
- **Labor Compliance Interviews:** The CI will conduct labor compliance interviews as required by the project specifications or funding.
- **Traffic Control:** The CI will review traffic control equipment and personnel to ensure that the Contractor maintains traffic control and pedestrian access, so the project is safely constructed and that the public is not unreasonably delayed. Our team will also ensure installation of traffic control devices complies with the latest California Manual for Uniform Traffic Control Devices ("CA MUTCD") manual or traffic control plan.
- **Pedestrian and Accessible Facilities:** The CI will provide coordination necessary to assure that ADA requirements are satisfied during construction progress and upon completion and will be responsible for reviewing potential accessibility issues, per approved Traffic Control Plans and as directed by City Officials.

Worksite Protection: On a daily basis and throughout the day, the CI will inspect the pedestrian, travelling public and Contractor's safety requirements and make immediate notifications of any and all safety issues and concerns to the GC and all interested parties as needed. The CI will ensure that the Contractor protects its worksite from pedestrians and motorists at all times and nighttime traffic controls are secured at the end of each workday. Whenever trench plates are used on the roadway, the Inspector shall ensure that the trench plates are properly ramped and secured to the pavement at the end of each workday.
- **Water Quality:** The CI will enforce water quality best management practices, storm water pollution prevention plans, and water quality management plans at all times. We will also ensure the Project Contractor maintains the job site in a safe and clean manner and acts in accordance with Best Management Practice provisions to comply with the National Pollution Discharge Elimination System ("NPDES") and the Storm Water Pollution Prevention Plan ("SWPPP").
- **Daily Contractor Meetings:** The CI will meet with Contractor at the beginning of each workday and review proposed work plans, including specific details that may affect progress.
- **Contractor Performance:** The CI will review actual Contractor performance throughout working days and discuss discrepancies with the Contractor as they occur.
- **Permit Records:** The CI will maintain copies of all permits needed to construct the project and enforce all unique requirements of each permit.
- **Residential and Business Coordination:** The CI will assist City in maintaining good relations with residents and businesses in the surrounding neighborhood. The CI will also respond to citizen complaints and inquiries regarding the project and ensure residents impacted by construction are informed of the project's progress and potential impacts.

- **Construction Schedules and Requirement:** The CM and CI will review construction schedules and enforce requirements for updating schedules and maintaining appropriate progress of the work.
- **Work Status Report:** The CI will evaluate work in progress and give a weekly status report to the CM and City for the City's use in determining any effect of scheduling delays and any needed enforcement or corrective action.
- **Field File Workbooks:** The CI will maintain field file bound workbooks during construction, including quantities constructed, daily and weekly reports, working-day reports, change order documentation, and other documentation and photographs.
- **Changes of Work:** The CI will review, evaluate, and discuss with the CM and City all requests for changes of work, including costs involved, and prepare change orders. We will also notify the Project Contractor of any construction violation and request immediate corrective actions be implemented; notify the City's designated Project Manager of the situation immediately.
- **Records:** The CI will maintain detailed records of workers and hours, and equipment and materials utilized under force account change orders.
- **Progress Payments:** The CI will review and recommend approval of progress payments.
- **Final Inspections:** The CI will recommend and schedule, with the City and applicable agencies, the final inspection. Prepare, distribute, and inspect corrections of the final punch list for completion and acceptance. The CI will also inspect material deliveries to ensure compliance with plans and specifications.
- **Final Inspection Report:** The CI will provide a report to City following final inspection stating that the installation of improvements was completed in accordance with the plans and specifications and provide necessary data for City acceptance of the project.
- **Photo Documentation:** The CI will document work progress on a regular basis by means of digital photographs properly labeled and dated. Digital photographs will be submitted to the City's Project Manager by end of each work week via electronic delivery.

City Planning Services



Interwest planners have substantial experience at all levels—assistant, associate, senior, principal, and director—providing review and analysis services for developments of all types, from simple use permits to complex and controversial development proposals. Our staff is familiar with the entire process, from project intake and project review to California Environmental Quality Act (CEQA) analysis and the preparation of effective and informative staff reports and presentations. Our staff has extensive experience in processing current planning projects with very short timeframe. One of these projects is for the development of Costco for the City of Eastvale, which Costco informed the City of Eastvale that the review process was the fastest ever for a Costco store, exceeding their expectations.



Our staff also has extensive experience in the field of advanced planning, having prepared General Plans, Specific Plans, Zoning Codes, and other documents for cities and counties throughout California and the Western US. We have the ability to manage multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget. We believe our commitment to public agencies and our extensive experience make us uniquely qualified.

Detailed Planning Services to our public agency clients typically include analyzing projects for compliance with the jurisdiction's General Plan, Zoning Ordinance, Subdivision Map Act, Design Review criteria, and other applicable plans and policies. Working closely with agency staff, we will review all projects within any applicable processing deadlines (such as the Permit Streamlining Act).

Our work on projects will include:

- + Visiting project sites to familiarize ourselves with the site and vicinity. We will take photographs, video (and, if desired, aerial photos and videos) for use in staff reports and presentations.
- + Meeting with developers/applicants, engineers, property owners, contractors and other individuals to discuss, advise, explain procedures and suggest improvements regarding projects, pre-applications, development applications, feasibility analyses, conceptual development plans and code interpretations.
- + Coordinating with City staff in Planning and other departments to collect information and comments and to discuss project issues.

- + Compiling and analyzing data on economic, social, environmental, and physical factors affecting land use, and consider whether long-range planning initiatives underway may impact development applications.
- + Writing staff reports to the Planning Commission and City Council, including all accompanying resolutions, ordinances, and conditions of approval,
- + Preparing PowerPoint presentations and giving oral presentations to the Planning Commission and City Council.
- + Attending public hearings and community meetings as necessary.
- + Coordinating with on-call consultants for CEQA compliance.
- + Coordinating implementation of development applications during the construction phase to ensure compliance with approval conditions and mitigation measures.
- + Following project approval, performing field checks of projects during construction (to verify compliance with mitigation measures, project plans, and conditions of approval), reporting the results of this work in written and oral forms.
- + Answering by telephone or email inquiries regarding development applications. We strive to respond to all emails and phone calls the same business day and maintain constant availability via cell phone and mobile devices.
- + Facilitate special projects or assist staff with long-range planning initiatives.

As we do in all of our assignments, we will develop and maintain good working relationships with Planning Department staff, other City departments and divisions, other jurisdictions, and the public. When required, we will be present at City Hall to meet with staff, applicants, etc. regarding project status and updates.

PLANNING SERVICES APPROACH

Interwest emphasizes superior customer service to all of our employees and our staff members bring a can-do attitude to their work. There are certain principles and practices that Interwest follows on all planning projects and assignments. At the foundation of our services is a commitment to the success of our clients. Our goal is to assist the City of Santee by meeting your unique objectives.

THE INTERWEST ADVANTAGE



Client Service: One of the keys to municipal success is providing your customers with excellent service. We are committed to providing you and your constituents a level of service that will meet or exceed your expectations.



Budget-Conscious Approach & Implementation: Our services are provided in a cost-effective manner and will be adjusted to remain within City budget constraints.



Tailored, City-Specific Services: We are responsive to the dynamics of changing programs and policies and will deliver skilled and thorough review to comply with all Federal, State, City, and City adopted codes and ordinances.



Timely Turnaround Service: We work with you to develop an effective and responsive schedule to meet the time constraints of project delivery.



Effective Coordination with other City Departments: Our staff are an extension of many City Departments and promote collaboration and cooperation with other departments and agencies. We will establish multiple communication solutions available which will be flexible to the unique needs of the City.



Ability to Adjust Service Levels to Meet Your Needs: Our staff are an extension of many City Departments and promote collaboration and cooperation with other departments and agencies. We will establish multiple communication solutions available which will be flexible to the unique needs of the City. We can quickly fine-tune staff or staffing levels to match changes in activity to ensure a high level of client service is maintained.

ADDITIONAL PLANNING SERVICES

PROJECT MANAGEMENT / ENTITLEMENT PROCESSING

Interwest's planners have worked in municipalities throughout California and are highly aware of the similarities and the differences of each client agency. We understand the pressures that applicants and project reviews can place upon agency staff, and we tailor our approach to the values and priorities of each of our clients.

For most of our client agencies, there is general support for new development as long as such development protects and enhances the character of the community. The goals and expectations of each agency vary, and we adjust our practices to meet both the explicit standards adopted by the cities you serve as well as the expectations established by the decision makers and the practices regularly employed by staff. Our intent is to match the approach and level of review typically applied by your staff.

Interwest staff, acting as an extension of City staff, can review, process and prepare staff reports for consideration by the appropriate approval body. As such, they know that coordination among departments is critical to successful project reviews. Our planners understand that land-use regulations, transportation planning, adequate infrastructure, appropriate financing mechanisms, and other technical aspects of development all contribute to successful projects.

DESIGN REVIEW

Interwest's staff has extensive experience reviewing project architecture and site plans to ensure that they are complementary and achieve municipal design goals. The built environment is one of the primary ways that a community is viewed by its inhabitants and people passing through the community. We understand the importance this can be for compliance with adopted design guidelines, but should also go beyond the articulation, modulation, and fenestration of an individual building but should ideally take into account the urban fabric of the entire community.

Our staff has both the design experience, technical knowledge and the practical experience of operating in the real world to achieve the project and city's design goals. Interwest's team has extensive experience providing project design feedback to similar communities such as the City of Santee. Our architectural design reviewers bring a flexible and creative approach to our public agency clients that has been developed over years assisting similar communities. Our team is ready and able to assist the City with the architectural review for new buildings, modifications to existing buildings, or historic buildings.

MINOR APPLICATIONS

Use permits, temporary use permits, sign permits, building permit plan checks and many other minor approvals require the attention of Planning staff. Our team is ready and able to meet the needs of the City. As with public assistance, much of this work can be completed remotely. For both public assistance and minor application reviews, some regular on-site presence is appropriate and beneficial. Interwest proposes that up to two days per week on-site service be provided by an assistant planner level staff member.

SPECIAL STUDIES

Members of the Interwest planning team have participated in special planning studies covering a wide range of areas. We are well versed in research methods and working with regional planning agencies to collect the information needed for data driven solutions. We also have experience designing and executing community outreach programs to ensure

the interests of community members are understood. Often our agencies require a sound basis for updating development standards and regulations that no longer serve the community's interests. This could include addressing new issues (ride share businesses, Airbnb, commercial cannabis, etc.), changing state regulations (housing, small scale and 5G cellular systems, water conservation, climate change, etc.) or other evolving conditions. In such cases, our staff will research the topic area, identify the range of potential solutions and prepare summaries of options for the City of Santee to consider.

CITY-INITIATED RESEARCH AND ZONING INITIATIVES

These services typically center around advance planning which involves the preparation of policy documents and development standards that will guide future planning development. This is an area where the Interwest Planning Team excels. Our senior staff have the dual experience of writing many policy documents, including general plans, zoning codes, design guidelines and development standards as well as implementing such documents through the project review process. Meeting the needs of our agency clients is a basic function of any Community Development Department. Our staff have all come up through the ranks of public agencies and have served this significant role. Our team is prepared to complete planning-related and zoning-related research in conjunction with new legislation, implementation of new regulations, and similar projects.

SPECIAL STUDIES

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URBAN DESIGN AND PLACEMAKING

Our team brings many years of professional experience in urban design and placemaking to our clients that distinguishes Interwest from many other firms that offer on-call planning services. Our staff experience in mixed-use community design, transit-oriented development, and placemaking can be a valuable asset to the City of Santee.

Grant Planning and Administration



Interwest's grant writing team has secured millions of dollars from state and federal programs including Safe Routes to School Program, Congestion Mitigation and Air Quality Program, Transportation Enhancement Activities, Highway Safety Improvement Program, and Community Development Block Grants. Interwest can gauge and identify the essential elements within a grant and work with the local agency to craft, customize, and ultimately to compete with great success. Our team is experienced with advocacy of projects to regional, state, federal/congressional representatives.



GRANT MANAGEMENT: The Interwest team has a proven track record of getting grants. Our Transportation Programming and Grant Writing team has experience working directly with staff from Federal Highway Administration, Federal Transit Administration, California Department of Transportation, California Transportation Commission, Councils of Governments, and state and congressional representatives.

GRANT RESEARCH AND WRITING: Our team is committed to exploring available grant opportunities and will continue to develop competitive applications to secure critical financial support for the client's projects. Grant writing will be part of a strategy to implement client priorities as identified in the client's Program. Our success is due to our team's expertise in preparing concise, yet comprehensive grants that strategically link strong project descriptions and project merits to the key elements of the grant.

GRANT COMPLIANCE AND REPORTING: Our staff will take responsibility for oversight of the project throughout its duration. We will adhere to grant agreements and reporting requirements. In this way, we ensure the client meets the grant program performance measures, so no funding reimbursements are in jeopardy. Interwest will see that objectives are met within the specified time, the costs incurred are within budget, and all activities are reimbursable costs.

GRANT REIMBURSEMENT AND CLOSE-OUT: Interwest's approach is particularly exhaustive because our grant management administration does not stop at notice of award. We do not view the job as complete until the project is delivered, and reimbursement is received. We monitor compliance throughout the project life, including appropriate invoicing and regular checking on grant procedural requirements so as not to jeopardize eligibility. The complex network of federal rules and regulations requires nothing short of diligent and exhaustive follow up. We will take a proactive approach to ensure the appropriate steps are taken before problems arise. We will take the lead or assist in federal submittals to Caltrans Local Assistance or process paperwork to secure "allocation votes" from the California Transportation Commission. We have direct experience in participation of random federal audits on federally funded projects and have received positive audit reviews.

Real Estate Services



Our Real Estate team provides full service municipal real estate consultation and turn-key right-of-way services inclusive of project management, acquisition, appraisal, appraisal review, relocation assistance, property management, escrow and title coordination, and condemnation support. We serve our clients from early project planning to full possession of properties for project construction. Our real estate team skillfully performs all right-of-way functions, and they are experts at navigating through the legal and regulatory requirements necessary to acquire land and right-of way for public projects for city, county and state agencies.



REAL ESTATE PROJECT MANAGEMENT: Real Estate Project Management is essential to ensure that right of way activities are being conducted on schedule and within budget. We take a very hands-on approach paying close attention to any potential issues that could cause a delay or affect the budget. That means we pay attention to the details early on to ensure we are always in front of the issues. The Project Manager maintains excellent communication and works closely with our client and the project team throughout the life of the project. They ensure that the schedule is maintained, makes certain that right-of-way activities comply with applicable state and/or federal laws and regulations, ensures that any revisions to the right-of-way or schedule are promptly communicated to the team and appropriately implemented, and assists in resolving potential issues that may arise during the right of way process.

PROJECT INITIATION, PLANNING & COORDINATION: Every project is unique with its own set of challenges. Interwest understands this and will design a plan to achieve successful right of way delivery. Drawing on our knowledge gained from a diverse range of project experience, we will perform comprehensive pre-planning, review of project plans and design and select the best subconsultants to match project needs. We can prepare right-of-way estimates that conform to the requirements described in the Caltrans Manual Chapter 4. This is the opportunity to develop acquisition documents in conjunction with the agency and analyze each title report to anticipate any complexities in order to address and resolve them early. We look for ways to streamline the right of way process to ensure we meet tight project schedules and budgets.

APPRAISAL MANAGEMENT: Integrity is essential in promoting public perception and confidence in the project. By contracting with sub-consultants to provide appraisal services, there is a separation between the appraisal and acquisition functions. This helps to eliminate any perceived conflicts of interest. This also allows Interwest to choose the most capable appraisers based on the specific dynamics of each project. Instead of stretching to complete an appraisal without adequate experience, the best team is fielded for every project. Interwest has an extensive list of appraisers it has teamed up with on prior projects to be able to accomplish this, whether the acquisition is a

temporary right to enter a property or a complex commercial valuation involving severance damages and goodwill. Interwest will take the lead in developing an appropriate scope of work for the appraisal assignment, manage sub-consultant contracts and provide oversight to ensure schedules are maintained and the project scope is accurately evaluated in the appraisal.

ACQUISITION | NEGOTIATION: How a team deals with the property owner is critical to the success and outcome of any project. Our approach is to establish a rapport early in the process with open and effective communication, thus building trust with the property owner. We develop this relationship through early in-person meetings with the property owner to discuss all activities that will occur. We also carefully review the appraisal, offer documents, note any concerns or questions from the property owner and seek to resolve any issues between the agency and the owner. Our goal is to educate and assist the owner, so they not only understand the process, but also have confidence in us and the agency we represent.

Every effort will be made to timely reach a negotiated settlement by contract and facilitate the execution of the documents and coordinate escrow activities. In the event an agreement regarding just compensation cannot be reached in a timely manner, we often are successful in obtaining Possession and Use Agreements, which will allow the Project to proceed on schedule and provide additional time for the parties to negotiate. While condemnation cannot always be completely avoided, our acquisition agents will take an active role in conducting themselves in the most ethical and competent manner in our "good faith" negotiations with each and every property owner.

PROJECT CERTIFICATION: Our staff has extensive knowledge of the project certification process. We have developed successful relationships with Caltrans Local Assistance agents on the district level to deliver right of way and obtain the appropriate level of Certification, when needed. Two of our team members were previously employed by Caltrans and thus have an excellent knowledge of Caltrans guidelines and thus the ability to ensure that projects meet Caltrans requirements. Our team involves Caltrans early on in the project and keeps them informed each step of the way, thereby allowing construction contract to be advertised, bid and awarded in a timely manner.

TITLE AND ESCROW SERVICES: The title and escrow process has become more complex in recent years due to the higher level of scrutiny by lenders. Our staff is intimately familiar and able to navigate through the extra steps needed to negotiate with lenders under these circumstances. Our agents will work with the property owners and the title company throughout the entire closing process to prepare escrow instructions, obtain notary verifications, obtain subordination agreements, obtain reconveyances and help facilitate a prompt closing of escrow.

CONDEMNATION SERVICES: Our staff has first-hand knowledge of the condemnation process. Working with property owners toward a successful negotiation involves maintaining open and honest communications. When the property owner is treated fairly and honestly throughout the entire land acquisition process, negotiated settlements can usually be obtained without the need to resort to condemnation. However, using the condemnation process is sometimes necessary for the benefit of the project—ensuring project delivery schedule and/or funding are not compromised. When needed, our agents will coordinate with legal counsel as necessary to document negotiations with the property owner and to provide any additional information required.

We handle everything from hardware installations and strategic plans to large software applications. We have experience in IT project planning and enjoy working with customers to analyze their IT needs and create solutions that are a good fit for their organization. We believe that IT should work with you and that each organization has its own unique needs and challenges. We are creative thinkers who partner with your staff to create a long-term relationship on which you can rely.

PART 1: Fire Inspection Services

FIRE INSPECTION APPROACH

Interwest staff will provide fire inspectors to verify compliance with Building and Fire Codes and Municipal Codes. Assigned staff will perform inspection services, as needed, to verify that the work of construction is in conformance with the approved project plans, as well as identifying issues of non-compliance with applicable building and fire codes. Our field inspection services will include site inspections and writing legible and understandable correction and violation notices and field reports. In addition, our inspectors will be available to answer in-person or telephone inquiries.

We understand that municipal codes may be frequently updated, so we will ensure that the projects we are inspecting are compliant with current code requirements. More specifically, we will ensure compliance with Title 24 California Building Codes, parts 2, 2.5, and 9 - covering fire prevention, life safety, mechanical and electrical installations (as related to fire and life safety) in residential, commercial, industrial, existing and historical buildings.

As the Fire Authority may already know, Interwest's staff of ICC Certified Inspectors and Fire Protection Engineers have performed both building and fire inspection services on a wide variety of construction projects including industrial, commercial, institutional, assembly, essential service buildings and new residential developments and large custom homes.

Interwest's fire inspectors will provide field/site inspections of projects to verify conformance with approved drawings and specifications, which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for applicable conditions.

We understand that personality and customer service are crucial. Therefore, we have selected staff who are well-versed in customer service and skilled at dealing with people both at the public counter and in the field. Our inspectors are able to read, understand and interpret construction documents, truss drawings, fire sprinkler plans, prepare and maintain accurate records and reports, hold office hours, communicate effectively orally and in writing and work effectively with contractors, the public and Fire Authority staff. Our inspectors possess knowledge of approved and modern methods, materials and tools used for fire inspections, and the most current building and fire standards.

INSPECTOR QUALIFICATIONS AND CERTIFICATIONS

Interwest retains staff who are motivated to achieve the highest level of experience and certification. We work hard to match the Fire Authority's level of safety and code compliance and understand that personality and customer service is crucial to on-the-job success. We have proposed inspectors who are well versed in customer service and skilled in dealing with people both at the public counter and in the field. All Interwest Consulting Group inspectors are ICC certified, licensed fire protection engineers or equally qualified.

TOOLS AND EQUIPMENT

Interwest will provide our inspectors with all required materials, hand tools and training necessary to carry out their inspection duties.

INSPECTION SCHEDULE

Interwest will work directly with the Fire Authority to provide inspection staff in a timely manner. Our inspectors are familiar with a multitude of scheduling and tracking systems and can quickly adapt to the Fire Authority's requirements. Emergency inspections (usually requests that pertain to a serious or urgent life / safety issue) can be provided as they are needed; nights, weekends and holidays.

FIRE PLAN REVIEW APPROACH

All plans examination services will be performed under the direction of a licensed Fire Protection Engineer and an ICC certified Plans Examiner. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our regional offices for, on-site or off-site, plan review services. Our plans examiners understand and are intimately familiar with applicable building and fire codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues.

Interwest currently provides electronic plan review services to multiple jurisdictions throughout California. Our fire plan review staff is well-versed and experienced in the use of Bluebeam Revu for electronic plan review markup.

Our staff works with project applicants in a collaborative and professional manner to quickly identify and resolve any violations of codes, standards or local ordinances. Providing thorough plan reviews result in complete and accurate construction documents minimizing questions, inspection issues, and potential problems during the construction phase of projects.

We will review submitted residential and commercial design documents to ensure compliance to the current edition of the following codes, standards and regulations:

- California Fire Code (CFC)
- California Building Code (CBC)
- Local amendments and policies related to the CFC and CBC
- Adopted National Fire Protection Association (NFPA) Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) as directed
- Fire Authority Standards
- Municipal, State or Federal regulations

We anticipate that review of a variety of plan types including but not limited to:

- Civil engineering plans for fire protection water supply and emergency vehicle access
- Underground Fire Systems
- Fire Alarm Systems
- Fire Sprinkler Systems
- Other Fire Suppression Systems, such as Clean Agent Systems or Hood and Duct Extinguishing Systems
- New Building Plans
- Tenant Improvements

Interwest Consulting Group's staff of Fire Plans Examiners and Fire Protection Engineers will:

- Perform plan reviews at Interwest offices unless directed otherwise by the Fire Authority
- Complete all plan review assignments within the designated timelines
- Be available and work collaboratively with applicants and designers to resolve all fire plan review issues
- Arrange pickup and delivery of all plans to be reviewed from the Fire Authority's Office
- Conduct and coordinate all communications with the Fire Authority's representatives and be available to meet with Fire Authority personnel to discuss review and project comments
- Possess all necessary and current licenses and certifications to include, but not limited to, ICC or CSFM certification as fire plans examiners and/or Fire Protection Engineer
- Have detailed knowledge of the latest applicable Local, State and Federal regulations
- Provide a written comment letter that indicates the necessary corrections noted during the plan review

COMMUNICATING PLAN REVIEW RESULTS

Plan reviews, when not immediately approved, will result in lists of comments in the format required by the Fire Authority referring to specific details and drawings, and referencing applicable code sections. Interwest will provide a clear, concise, and thorough document (i.e., comment list) from which clients, designers and owners can work. This approval letter will specify the following information:

- Project Address and Location
- Plan Status
- The Fire Authority or Jurisdiction's Permit Number
- Interwest Consulting Group's Project Number
- A List of All Documents Returned to the Fire Authority

Interwest's plans examiners and staff will conduct and coordinate all communications with the Fire Authority's Division Chief/ Fire Marshal or representatives. Upon completion of each plan review iteration, Interwest will provide an electronic and/ or hard copy of the plan review comments to the Fire Authority and to the applicant, designers or contractor as instructed. After all plan review issues have been resolved, we will deliver approved documents to the Fire Authority that bear Interwest Consulting Group's approval stamps for their use and distribution, along with a final approval letter recommending the project for approval. Interwest will not contact the applicant when plans are approved, unless directed otherwise. We understand that the Fire Authority will notify the applicant when the permit is ready to be issued.

If it becomes apparent that a plan review will not be approved after the second review cycle, Interwest will immediately contact the Fire Authority to determine the next course of action. Plan approval shall not be recommended for approval to the Fire Authority until all code compliance issues are resolved and all permit issuance requirements of the Fire Authority are satisfied.

AVAILABILITY

Interwest's engineers and plans examiners will be available to meet with Fire Authority staff, the design team, applicants, and/or contractors, at the Fire Authority's request, to discuss and resolve plan review and code related issues. We will be available within one (1) business day to respond to questions from the

Fire Authority that may be generated during field inspections for each authorized plan check that is subsequently issued a permit for construction. Voice mails, e-mails and faxes will be responded to as quickly as possible, always within 24 hours.

QUALIFIED STAFF

All staff proposed for service shall possess all necessary and current licenses and certifications to include, but not limited to International Code Council Fire Plans Examiner Certification, California State Fire Marshal, Fire Plans Examiner Certification and/or Licensed Fire Protection Engineer.

CODE INTERPRETATIONS

Code interpretations are subject to final review and approval by the Fire Chief. Interwest's engineers, plans examiners, and inspectors will provide unbiased recommendations and background information to help the Fire Chief make an informed decision. All plan review comments are subject to review and approval by the Fire Authority.

APPROVED DOCUMENTS

At the completion of our plan review process, final construction documents, including drawings, calculations, specifications, special inspections forms, manufacturer's product data sheets, etc. will be annotated as approved and returned to the Fire Authority for their approval and distribution. The final approved documents will be delivered by Interwest to the Fire Authority. If requested, a final invoice for services will be included with all approved plans returned to the Fire Authority.

TECHNICAL SUPPORT

Interwest's staff of engineers, plans examiners and inspectors will be available for technical support on an as-needed basis. This will include but will not be limited to pre-design, post plan review, pre-construction or site meetings with Fire Authority staff and/or permit holders, business owners, designers or other interested parties.

PLAN REVIEW RELATED MEETINGS

Our plans examiners and inspectors are available for pre-construction or pre-design meetings, field visits, contacts with the design team and project owners as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we will plan review are considered as part of our plan review services. Our team of plans examiners and inspectors are always willing to meet with applicants, designers, contractors and fire division staff as required to resolve plan review or construction-related issues.

SPECIAL PROJECTS

Interwest is able to accommodate special project plan review needs such as fast-track, multi-phased, or accelerated plan reviews. We establish project specific turn-around goals and procedures with Fire Authority staff for these types of projects based on the complexity of the projects as well as the construction schedule. Interwest's staff of engineers and plans examiners will work with the Fire Authority, as well as with applicants and designers to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues.

ELECTRONIC PLAN REVIEW

Interwest currently provides electronic plan review services to multiple jurisdictions throughout California. Our fire plan review staff regularly uses Bluebeam Revu for electronic plan review markup, as well as other electronic platforms used by our clients. Many jurisdictions are seeing the benefits of electronic plan review, especially for large, complex projects. Electronic plan review services deliver many benefits, including substantially improved turnaround times; secured accessibility to documents; and reduced paper storage. Our staff is experienced providing electronic plan review and can work closely with the Fire Authority on any electronic plan check method that is utilized. Our goal is always to provide thorough, accurate and timely plan reviews.

CUSTOMER SERVICE

Interwest’s priority is providing outstanding customer service to our clients and their applicants. We take an out-of-the-box approach to performing our duties, always willing to meet with clients for pre-design meetings, pre-submittal meetings or as needed to resolve complex code related plan review or inspection issues in the most efficient manner possible. Our staff of engineers and plans examiners are available by phone or e-mail to answer questions pertaining to our plan reviews. We are also available to meet with applicants and designers on a face-to-face basis to resolve plan review issues. We can work directly with applicants or by the Fire Authority’s preferred method of contact during the plan review process to resolve all code-related issues and to provide complete and coordinated documents upon completion of the plan review process.

Interwest’s plans examiners and fire inspectors understand the importance of providing superior customer service to Fire Authority staff, the community, applicants, contractors and designers. Our philosophy is to provide our services in a professional, courteous and collaborative manner. We encourage our staff to have a “can do” attitude and to work as part of the project team to ensure successful project outcomes.

PLAN REVIEW SCHEDULE

We consistently complete plan reviews within required timeframes as our standard business practice. We work hard to accommodate any turnaround schedule desired by our clients. The turnaround time for plan reviews will begin the day we pick up or arrange transportation to receive the plans in our office. We commit to meeting or exceeding the turnaround times shown below:

MAXIMUM TURNAROUND TIMES	
First Submittal	10 Business Days
Second Submittal	5 Business Days
Third & Subsequent Submittals	5 Business Days

Plan review cycle times for very large and/or complex projects be negotiated on an individual project basis. Our engineers and plans examiners will work with the Fire Authority on these types of projects to determine a cycle time that meets the needs of the applicant and the Fire Authority.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF SANTEE
AND
INTERWEST CONSULTING GROUP, INC.**

This Agreement for Professional Services (“Agreement”) is made and entered into this 1st day of July, 2023, by and between the City of Santee, a California charter city (“City”) and Interwest Consulting Group Inc., a Colorado corporation and SAFEbuilt 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 on-call professional services for the following project: specialized professional building services (“the Project”).

B. The City has contracted with the Consultant (and its predecessor EsGil Corporation) since 1981 and wishes to continue services under this new Agreement.

C. The current Professional Service Agreement expires on June 30, 2023.

D. The City and Consultant now desire enter into a new Professional Service Agreement.

E. Consultant has the necessary qualifications to provide such services for the Project.

F. 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. Services

Consultant shall provide the City with the services described in the Scope of Services attached hereto as [Exhibit ‘A’](#) and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supersede any provision in [Exhibit ‘A’](#) that is inconsistent herewith.

2. Compensation

a. Subject to paragraphs 2(b) - (c) below, 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 \$350,000. 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. Term of Agreement and Time of Performance

Consultant shall perform its services hereunder in a prompt and timely manner, and in accordance with the Activity Schedule shown in [Exhibit 'C'](#) attached hereto and made a part hereof; provided, however, that the contents of this Agreement shall supersede any provisions in [Exhibit 'C'](#) that is inconsistent herewith. Work shall commence upon receipt of a written Notice to Proceed from the City. The Notice to Proceed shall set forth the date of commencement of the work. The initial term of this Agreement shall be through June 30, 2024. This Agreement may be extended by mutual written consent of the Parties for two (2) additional one (1) year periods unless terminated sooner pursuant to the provision of this Agreement or the Work is complete.

4. Additional Work

Consultant shall not be compensated for any service outside of the Scope of Services, except as provide in this paragraph. If changes in the work seem merited by the 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 of this Agreement shall be prepared by the City and executed by both parties before performance of such service 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 portion of the Agreement.

5. Maintenance of Records

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

6. Ownership and Use of Work

All documents and materials prepared pursuant to this Agreement shall be considered the property of City, 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. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto. Consultant shall have no liability arising from the use of any documents and materials for any purpose or on any project other than that for which it was produced.

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. Conflict of Interest

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

9. Delays in Performance

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. Compliance with Law

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to City, Consultant shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.
- b. Consultant shall assist the City, as requested, in obtaining and maintaining all permits, if any, required of Consultant by federal, state and local regulatory agencies.

11. Standard of Care

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

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 shall not be unreasonably delayed or withheld. 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 shall be responsible for providing, at Consultant's expense, and in 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. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury (including death) and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (7) Contractual Liability with respect to this Contract
 - (8) Broad Form Property Damage
 - (9) Independent Consultants Coverage
 - (10) 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. Automobile Liability

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

c. Workers' Compensation/Employer's Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.
- (ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.
- (iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.
- (iv) Before beginning work, the Consultant shall furnish to the City satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this Section.

d. Professional Liability (Errors and Omissions)

- (i) At all times during the performance of the work under this Agreement and for 60 months following the date of Project completion and acceptance by the City, the Consultant shall maintain Professional Liability insurance, in a form and with insurance companies acceptable 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.
- (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.

e. Pollution/Asbestos Legal Liability

- (i) At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall maintain Pollution Legal Liability insurance and/or Asbestos Legal Liability insurance and/or Errors and

Omissions (if the Project involves environmental hazards) in an amount indicated herein.

- (ii) The Consultant, along with all employees, agents and subconsultants who have a reasonable probability of coming into contact with hazardous materials, shall be adequately trained to comply with and shall comply with all laws and regulations relating to the care and protection of the environment in the performance of the work performed by the Consultant or any portion thereof.

f. Cyber Liability

- (i) At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall carry and maintain, at its own expense, including any City-approved deductibles or retentions, Cyber Liability insurance in an amount stated herein. The Cyber Liability policy must include security and privacy liability, media liability, business interruption and extra expense, and cyber extortion liability, as specified by the City. Such coverage is required if Consultant provides products and/or services related to information technology and electronic data processing (including hardware and software) to the City or as otherwise required by the City.

g. Minimum Policy Limits Required

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

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury (including death) and property damage
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Professional Liability / ELL	\$2,000,000 per claim and aggregate (errors and omissions)

Pollution/Asbestos Liability	\$1,000,000 per occurrence or claim/\$2,000,000 aggregate (if Project involves environmental hazards)
Cyber Liability Insurance	\$1,000,000 per occurrence/\$2,000,000 aggregate (if Project involves electronic data processing or development of hardware or software)

h. Evidence of Insurance Required

- (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.

i. Policy Provisions Required

- (i) The City of Santee, its City Council and each member thereof, its officers, employees, and agents shall be named as an additional insured on the Commercial General Liability policy, and, if the Project involves environmental hazards, on the Pollution/Asbestos Liability policy using form 2010 1185 or equivalent. Any subconsultant, subcontractor or similar entity performing work on the Project must add the City as an additional insured using CG form 20 38, or broader coverage. Blanket endorsements may be accepted at City's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the City. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the City's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the City may be waived upon the Consultant's agreement that it shall provide the City with copies of any notices of cancellation immediately upon receipt.

- (ii) General Liability, Automobile Liability, and if required, Pollution Liability insurance policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of the City or any named additional insureds shall not be called upon to contribute to any loss.

j. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an 'A' policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the City reserves the right and at its sole discretion to review and accept the Consultant's proposed Workers compensation insurance.

k. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of 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, and except as otherwise provided in this Section, Consultant agrees to indemnify, defend (with independent counsel approved by the City and selected from Consultant's insurance carrier's panel counsel) 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 third party 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.

Notwithstanding the above, Consultant's duty to indemnify City applies to the extent that the liability arises out of or results from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement.

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 to the extent that they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon agreement of parties or 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.

Notwithstanding any provision of law to the contrary, Consultant shall have the right to defend and settle any action for which indemnification is sought, provided that it shall not enter into any settlement that requires an admission of wrongdoing, any payment of damages, penalties, fines, and judgments, or other sum of money, or other action, by any Indemnified Party without that Indemnified Party's approval.

Consultant's obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the Indemnified Party in connection with the defense of the claim.

17. Confidentiality

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. Termination or Abandonment

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

20. Organization

Consultant shall assign David Kniff 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 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 Best
City Manger
City of Santee
10601 Magnolia Avenue
Santee, CA 92071

CONSULTANT:
Paul Meschino
President
Interwest Consulting Group, Inc.
9320 Chesapeake Drive Suite 208
San Diego, CA 92123

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.

25. On-going Projects Covered Under Previous Agreement

Consultant and City acknowledge that under the previous Professional Services Agreement between the Parties, dated December 11, 2017, and thereafter amended ("2017 Agreement"), Consultant has received up-front payment for Building Division Services as described in Exhibit A of the 2017 Agreement related to certain projects that are not yet completed. Consultant acknowledges that Consultant's obligations with regard to those projects, identified in Exhibit D,

attached hereto and incorporated herein, remain ongoing, and Consultant will not receive additional payment under this Agreement for services contemplated under the 2017 agreement and for which Consultant has already received compensation.

Any extra services beyond percentage-of-fee standard services provided for such an application, including after hour inspections, excess re-inspections or other services specified in the Schedule of Charges attached to this Agreement as Exhibit B, will be billed at the hourly rates specified therein.

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: _____
Paul Meschino
President,
Interwest Consulting Group Inc.

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____
Shawn Hagerty
City Attorney

EXHIBIT 'A' **SCOPE OF SERVICES**

1. LIST OF ON-CALL SERVICES

Services to be provided on an on-call, as-needed basis pursuant to direction from the City. The City makes no representation as to the amount or type of services, if any, that Consultant will be asked to perform during the term(s) of this Agreement.

Building Official Services:

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

- Participate in the weekly Planning, Engineering, and Building meeting as mutually agreed
- Maintain all Building Division forms and make available to the public.
- Represent the City and attend meetings to exercise the vote and interests of the City on proposed changes to the model codes.

Building Inspection Services:

- Enforce California Building Standard Codes Title 24 parts 1-12, California Health and Safety Codes where applicable to building codes references and Santee Municipal Code.
- Utilize an educational, informative approach to improve the customer's experience.
- Perform consistent code compliance inspections to determine that construction complies with approved plans and/or applicable codes and ordinances.
- Maintain daily inspections records in the field and within the City's permit records.
- Meet or exceed agreed upon performance metrics regarding inspections.
- Provide onsite inspection consultations to citizens and contractors while performing inspections.
- Return calls and emails from permit holders in reference to code and inspection concerns identify and document any areas of non-compliance.
- Leave a copy of the inspection ticket and discuss inspection results with site personnel.

Plan Review Services: *

*See Fee schedule. This is not an hourly service unless request is outside of standard practice.

- Provide plan review services electronically or in the traditional paper format.
- Review plans to ensure they meet adopted codes and local amendments and/or ordinances.
- Determine type of construction, use and occupancy classification using certified plans examiner.
- Be a resource to applicants on submittal requirements and be available throughout the process.
- Work with other departments on the concurrent review process.
- Be available for pre-submittal meetings as warranted.
- Be a resource for team members and provide support to field inspectors as questions arise in the field
- Coordinate plan review tracking, reporting, and interaction with applicable departments.
- Provide feedback to keep plan review process on schedule.
- Interpret legal requirements and recommend compliance procedures, to

include accessible compliance measures and hardship waivers.

- Address any issues by documented comment and correction notices/lists to the applicant.
- Return a set of finalized plans and all supporting documentation.
- Provide review of plan revisions and remain available to applicant after the review is complete.
- Provide LEED plan review per Building Code and City requirements.
- Review/comply with the Santee Sustainability Plan form requirements per City Ordinance.

Permit Technician/ Administrative Services:

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

Permitting Software:

- Provide and maintain the permitting system (Community Core) for the duration of the Agreement.
- Facilitate the transition from current software to a new automated land management and permitting software, with active participation in the City's needs assessment and implementation.
- Community Core allows for electronic workflow tracking and monitoring with separate signoff capability that can be accessed and updated by multiple departments simultaneously external and internal.
- Provide training to City Staff, as necessary.
- All data is the property of the City.
- Transfer data will be provided to the City free of charge within thirty to ninety (30-90) days of request.
- Mapping of data is not included.
- Most data will be provided in a .csv (coma separated values) format.
- The City is limited to three requests for data transfer without charge.

Reporting Services:

- Develop a reporting schedule and format that meets the City's needs.
- Provide monthly, quarterly, and annual reports summarizing activity levels; adherence to Consultant's performance metrics; and other items that are of special interest to the City.

Emergency Response Services:

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

2. Staffing Resources:

- Consultant will maintain the resources to provide additional staffing due to increases in activity levels.

- Consultant will provide a core team of professionals to maintain a high level of service.
- Consultant will manage the daily operations of the Building Division and handle significant workload activity challenges with maximum benefit to the City.
- In addition to Consultant's core team, Consultant shall maintain additional resources readily available within the area.
- Consultant shall have at least one (1) Certified Access Specialist (CAsp) on staff who will implement public education and outreach workshops on federal Americans with Disabilities Act standards and California law at least twice a year.
- As needed, Consultant's existing staff of building officials, plans examiners, inspectors, and permit technicians will "float" from other offices in order to provide additional support and backup services.
- As needed, Consultant's existing staff of Planning Professionals will provide additional support and backup services for the Planning Division.
- As needed, Consultant's existing staff of Fire Professionals will provide additional support and backup for the Fire Department.

General Staff Qualifications:

- Maintain and have access to an extensive pool of registered, experienced, and customer-focused plans examiners.
- Maintain a team of 75 available for the City's projects.
- Provide flexibility when managing workloads.
- All plan review engineers and building inspectors must be International Code Council (ICC) certified, have years of experience in the inspection industry, and be required to have previous experience working in government building departments
- Maintain a unique staffing model, and be able to ramp up the number of inspectors serving the City to complete all inspection/ staffing needs during the busy seasons as well as downsize staff at the City when construction slows down.
- Structural reviews must always be performed by, or under the supervision of, one of Consultant's licensed structural engineers or senior inspectors.
- In addition to ICC Certification, all of Consultant's plan review and field staff shall attend various training courses presented by organizations such as ICC and California Building Officials (CALBO).
- Consultant shall maintain involvement and support for local building organizations. City understands that Consultant's personnel are active members of the following organizations:
 - ✓ International Code Council (ICC) California
 - ✓ California Building Officials (CALBO)

- ✓ International Association of Plumbing and Mechanical Officials (IAPMO)
 - ✓ International Association Electrical Inspectors (IAEI)
 - ✓ Structural Engineers Association (SEAOSD)
 - ✓ National Fire Sprinkler Association (NFSA)
 - ✓ County Building Officials (CBOAC) American
 - ✓ Concrete Institute (ACI)
- City understands that along with serving on numerous code committees for these organizations, Consultant's staff is also involved with the Seismic Safety Commission, Strong Motion Instrumentation Advisory Committee and the Leadership in Energy and Environmental Design (LEED) Green Building Council.
 - Consultant's highly credentialed full-time staff of plan review engineers, supervisors, and managers shall work in the Consultant's San Diego office.
 - Consultant's managers shall be always available for designer questions and concerns, policy decisions, problem resolution, applicant appeals, quality control, and supervision.

3. Dispute Resolution & Alternative Solutions:

- Consultant shall use a common sense approach to code interpretation, interact with citizens on a level that prevents a dispute from occurring and respond to the citizen on their terms.
- Follow up directly with individuals to make sure they know they have been heard and work with all parties to find a mutually agreed upon solution.
- Employ team members and train them to deliver customer service and de-escalate conflict.
- In the event of a conflict, Consultant will notify the appropriate City staff immediately and make arrangements with all parties to resolve the issue.

4. Additional Consultant Obligations:

- Facilitate the permitting process from initial permit intake to final issuance of permit, to include fire plan check services as necessary.
- Assist in ancillary regulations established by the State to be enforced at the permit issuance.
- Review submittal documents, request missing information and issued related permits.
- Collect appropriate fees and submit to the City.
- Maintain appropriate building permit records.
- Provide inspection scheduling and tracking to ensure code compliance.

- Maintain liaison on behalf of the City with regulatory organizations.
- Recommend filing legal actions against code violators and prepare complaints and data.
- Provide vehicles, vehicle maintenance and insurance for Consultant team members.
- Retain records as required by law and the City's record retention policy.
- Serve as Secretary to Board of Appeals and perform the duties of that position.
- Maintain memberships and active involvement to organizations performing code regulatory work.
- Facilitate the permitting process from initial permit intake to final issuance of permit, to include fire plan check services as necessary.
- Assist in ancillary regulations established by the State to be enforced at permit issuance.
- Review submittal documents, request missing information and issue.

5. City Obligations:

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

EXHIBIT 'B'
SCHEDULE OF CHARGES

The hourly rates herein are effective from July 1 2023 through June 30, 2024.

Hourly Billing Rates

Effective July 1, 2023

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 5% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged. The not-to-exceed amount listed in Section 2 of this Agreement shall be subject to the same CPI adjustment.

Schedule of Charges

Plan Review Percentage of Fee:

Complete Building Plan Review (Residential and Non-Residential)	67%
Expedited Plan Reviews	140%
Fire, Civil, Grading, and Stormwater Plan Review	Hourly Per Schedule of Hourly Billing Rates
Specialize services beyond Building Permit Plan Review	Hourly Per Schedule of Hourly Billing Rates

Schedule of Hourly Fees:

Building Plan Check and Inspections

<u>Position</u>	<u>Hourly Billing Rate</u>
Certified Building Official	\$150
Building Inspector III	\$120
<ul style="list-style-type: none"> • 10 or more years' experience ICC Certified as a Commercial Combination Building Inspector and Plan Checker 	
Building Inspector II	\$110
<ul style="list-style-type: none"> • 5 years' experience and ICC Certified as a Combination Building Inspector or equivalent 	

Building Inspector I	\$90
<ul style="list-style-type: none"> Over 1 year of experience and ICC Certified as a Building Inspector or equivalent 	
Permit Technician	\$75
License Plan Review Engineer (structural, civil, electrical, mechanical, plumbing)	\$145
Supervising Structural Engineer licensed SE	\$180
Senior Structural Engineer licensed PE	\$170
Senior Plans Examiner	\$130
ICC Plans Examiner	\$110
CASp Inspector Plan Review	\$120
<u>Fire Protection Plan Check and Inspection:</u>	
Fire Protection Engineer	\$145
Senior Fire Plans Examiner	\$125
Fire Plan Review	\$110
Fire Inspector	\$110

Planning Services

<u>Position</u>	<u>On-Site</u>	<u>Remote</u>
Planning Manager	\$171	\$167
Principal Planner	\$157	\$153
Senior Planner	\$143	\$140
Associate Planner	\$119	\$116
Assistant Planner	\$86	\$84
Planning Technician	\$71	\$70

EXHIBIT 'C'
ACTIVITY SCHEDULE

TIME OF PERFORMANCE

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

MAXIMUM TURN AROUND TIME FRAMES				
INSPECTION SERVICES	Perform by next business day all inspections logged by the close of business the previous business day.			
INVESTIGATE CONSTRUCTION STARTED WITHOUT A PERMIT	Perform investigation with seventy-two (72) hours of receipt of complaint			
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meeting to applicants			
	Provide comments with the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents			
PLAN REVIEW TURNAROUND TIMES	Project Type	First Plan Review	Re-submittal(s)	
	Residential			
	New Construction	10 business days	5 business days	
	Addition	10 business days	5 business days	
	Remodel	10 business days	5 business days	
	Solar/PV	3-5 business days	3-5 business days	
	Non-Residential			
	New Construction	10 business days	5 business days	
	Addition	10 business days	5 business days	
	Remodel / Tenant Improvement	10 business days	5 business days	
	Large complex commercial projects	Turnaround Time Negotiated on a Project-by-Project Basis		
	APPLICANT SATISFACTION	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

EXHIBIT 'D'
SUMMATION OF PROJECTS TO BE COMPLETED BY
INTERWEST CONSULTING GROUP INC.

Interwest will be continue to services per section 25 of this agreement for projects identified in this exhibit.

****A summary of Exhibit 'D' is separately attached. The remainder of Exhibit D is excluded from these agenda materials due to its length, but is on file with the City and will be included in the final Agreement.****

EXHIBIT 'D'

**OUTSTANDING PROJECTS TO BE COMPLETED BY
INTERWEST PER SECTION 25 OF 2023 PSA**

Santee: Summation of Outstanding Plan Reviews and Inspections InterWest					
	Year	Plan Review	Inspections	Total	Total Permits
	2018	3	2	5	736
	2019	3	21	24	2739
	2020	3	12	15	1748
	2021	4	58	62	2341
	2022	63	503	566	2038
22-Jun	2023	209	485	694	1115
Totals	6	285	1081	1366	10717