



City Council

Mayor John W. Minto

Vice Mayor Rob McNelis - District 1

Councilmember Ronn Hall - District 2

Councilmember Laura Koval - District 3

Councilmember Dustin Trotter - District 4

CITY OF SANTEE

REGULAR MEETING AGENDA

Santee City Council

City Manager | Wendy Kaserman

City Attorney | Shawn D. Hagerty

City Clerk | James Jeffries

MEETING INFORMATION

Wednesday, December 10, 2025

6:30 p.m.

Council Chamber | Building 2
10601 Magnolia Ave • Santee, CA 92071

TO WATCH LIVE:

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

www.cityofsanteeca.gov

IN-PERSON ATTENDANCE

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

LIVE PUBLIC COMMENT

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

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



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

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

LEGISLATIVE INVOCATION: The Church of Jesus Christ of Latter-day Saints

PLEDGE OF ALLEGIANCE

PRESENTATION: Santee City Cup Presentation

PROCLAMATION: Retirement of Principal Traffic Engineer Minjie Mei

CONSENT CALENDAR:

PLEASE NOTE: Consent Calendar items are considered routine and will be approved by one motion with no separate discussion. 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 submitted 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 – Jeffries)
- (2) Approval of Meeting Minutes of the Santee City Council for the Regular Meeting of November 12, 2025. (City Clerk – Jeffries)
- (3) Approval of Payment of Demands as Presented. (Finance – Jennings)
- (4) Approval of the Expenditure of \$97,351.16 for November 2025 Legal Services. (Finance – Jennings)
- (5) Second Reading and Adoption of an Ordinance Amending Title 10 (Vehicles and Traffic) of the Santee Municipal Code to Establish Regulations of the Use of Electric Bicycles by Children Under 12 and on Sidewalks. (City Clerk – Jeffries)
- (6) Adoption of Resolutions Declaring Intention to Vacate Real Property as Excess Right-of-Way (VAC-2025-0001) by Setting a Time and Place for a Public Hearing and Declaring Pursuant to Government Code Section 54221 that such Real Property is Exempt Surplus Land and Finding the Action is Not a Project Subject to the California Environmental Quality Act (“CEQA”) or is Otherwise Exempt from CEQA: Location: 701 Park Center Drive. (Engineering – Schmitz)



- (7) Adoption of a Resolution Approving an Amended Salary Schedule to Reflect a Minimum Wage Increase and Authorizing the Appropriation of \$2,010.00 to the Fiscal Year 2025-26 Adopted Operating Budget. (Human Resources – Freeman)
- (8) Adoption of a Resolution Accepting the Citywide Streetlight LED Upgrade Project Phase 2 (CIP 2024-12) as Complete and Finding the Action is Not a Project Subject to the California Environmental Quality Act (“CEQA”). (Engineering – Schmitz)
- (9) Adoption of a Resolution Accepting the Citywide Storm Drain Trash Diversion 2025 (CIP 2025-20) Project as Complete and Finding the Action is Not a Project Subject to the California Environmental Quality Act (“CEQA”). (Engineering – Schmitz)
- (10) Adoption of a Resolution Accepting the ADA Pedestrian Ramp Improvements (CIP 2024-04) Project as Complete and Finding the Action is Not a Project Subject to The California Environmental Quality Act (“CEQA”). (Engineering – Schmitz)
- (11) Adoption of a Resolution Approving the Fifth Amendment to the Agreement with Countywide Mechanical Systems, Inc. for Plumbing Repairs and Maintenance Services. (Community Services – Chavez)
- (12) Proposed New Service Rates for the Waste Management (WM) Franchise Agreement for Solid Waste Services. (Community Services – Chavez)
- (13) Adoption of a Resolution Accepting and Appropriating FY 2025-26 San Diego River Conservancy and San Diego Regional Fire Foundation Grant Funds to Purchase Fire Hose and New Nozzles for the Fire Department Type 1 Fire Engines. (Fire – Wallace)
- (14) Adoption of a Resolution Finding in Support of and Authorizing the Purchase of One New 2026 Ford E450 Chassis with Remount of Existing Ambulance Module onto the New Chassis with Braun Northwest, Inc. per HGACBuy Contract AM10-23. (Fire – Wallace)
- (15) Adoption of a Resolution Approving a Second Amendment Extending the Term of a Professional Services Agreement with On Duty Health, PLLC for an Additional Three Years with the Option of Two Additional One-Year Extensions to Provide Firefighter Health and Fitness Assessments. (Fire – Wallace)
- (16) Adoption of a Resolution Declaring Vehicle V-132 as Surplus Property and Directing the Sale at Public Auction or Inter-Agency Sale. (Fire/Community Services – Wallace/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 will be heard prior to Council Reports.

PUBLIC HEARING:

(17) Public Hearing for a Tentative Map (TM-2025-0002) and Development Review Permit (DR-2025-0002) for a Multi-Family Residential Development Consisting of 100 Units and Related Site Improvements on a 5.26 Acre Parcel Located at 9506 Mission Gorge Road (APN 381-040-36-00) in the Town Center High Density Residential (TC-R-22) Zone and Subject to CEQA Guidelines Section 15168(c) and 15162 and Finding No Additional Environmental Review is Required as the Project is Consistent with Findings Analyzed in the Housing Element Rezone Program EIR (Applicant: Borstein Enterprises). (Planning and Building – Sawa)

Recommendation:

1. Conduct and close the Public Hearing; and
2. Find Tentative Map TM-2025-0002 and Development Review Permit DR-2025-0002 subject to CEQA Section 15168(c) and 15162 and no additional environmental review is required as the project is consistent with findings analyzed in the Housing Element Rezone Program EIR; and
3. Approve Tentative Map TM-2025-0002 and Development Review DR-2025-0002 per the Resolution.

(18) Resolution Awarding the Construction Contract to Barnhart-Reese Construction, Inc. for the Santee Community Center (CIP 2018-31) Project, Adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program, Authorizing an Interfund Loan and Appropriation of Funds. (Engineering/Community Services – Schmitz/Chavez)

Recommendation:

1. Award the construction contract for the Santee Community Center (CIP 2018-31) project to Barnhart-Reese Construction, Inc. for a total amount of \$20,598,331.00; and
2. Authorize the City Manager to execute all necessary contract documents on behalf of the City; and
3. Authorize the Director of Engineering/City Engineer to approve change orders in a total amount not to exceed \$3,089,749.65; and
4. Increase the Santee Community Center budget appropriation to \$26,813,280; and



5. Approve the use of up to \$6,648,553, on an as-needed basis, in General Fund Reserves for an interfund loan to the Public Facilities and Park-in-Lieu Development Impact Fee Funds for the purpose of providing the funding necessary to fully fund the construction of the Santee Community Center; and
6. Authorize the repayment of the General Fund interfund loan, up to \$6,648,553 as Public Facility and Park-in-Lieu fees are available; and
7. Adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Santee Community Center project.

(19) Second Reading and Adoption of an Ordinance Amending Title 11 “Building and Construction” of the Santee Municipal Code to Adopt by Reference the 2025 California Building Standards Code, Including the 2025 California Administrative Code, the 2025 California Building Code, the 2025 California Residential Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Plumbing Code, the 2025 California Energy Code, the 2025 California Historical Building Code, the 2025 California Existing Building Code, the 2025 California Green Building Standards Code, the 2025 Wildland-Urban Interface Code, the 2025 California Fire Code, and the California Referenced Standards Code, Together with Modifications, Additions, and Deletions Thereto, and to Amend Chapter 11.36 “Flood Damage Prevention” to Meet State and Federal Requirements (Case File ZOA-2025-0004) and Finding the Action to be Exempt from Review Under the California Environmental Quality Act (ZOA-2025-0004). (Planning and Building – Sawa)

Recommendation:

1. Conduct the Second Reading of the Ordinance; and
2. Adopt the Ordinance.

(20) Consideration of an Urgency Ordinance (4/5 Vote Required) and Public Hearing and First Reading of a Regular Ordinance Amending Title 13, Chapter 10, Section 045 of the Santee Municipal Code Relating to Accessory Dwelling Units and Junior Accessory Dwelling Units to Comply with Recent Changes in State Law, and Finding the Actions to be Statutorily Exempt from CEQA Under Public Resources Code § 21080.17. (City Attorney/Planning and Building – Hagerty/Sawa)

Recommendation:

1. Find that the adoption of the proposed Urgency Ordinance and regular Ordinance is statutorily exempt from review under CEQA by Public Resources Code § 21080.17; and
2. Adopt an Urgency Ordinance entitled: “An Urgency Ordinance of the City Council of the City of Santee Amending Title 13, Chapter 10, Section 045 of the Santee Municipal Code Relating to Accessory Dwelling Units and Junior Accessory Dwelling Units to Comply with Recent Changes in State Law, and Finding the



Action to be Statutorily Exempt from CEQA under Public Resources Code § 21080.17; and

3. Open, conduct, and close the Public Hearing on an Ordinance amending Title 13, Chapter 10, Section 045 of the Santee Municipal Code; and
4. Introduce and conduct the First Reading of an Ordinance amending Title 13, Chapter 10, Section 045 of the Santee Municipal Code; and
5. Set and conduct the Second Reading of an ordinance amending Title 13, Chapter 10, Section 045 of the Santee Municipal Code for January 13, 2026.

CONTINUED BUSINESS:

(21) Resolution Authorizing the City to Execute a Contract with Fire Trucks Unlimited, a Wholly Owned Subsidiary of Brindlee Mountain Fire Apparatus, to Refurbish V138, a 2005 Pierce Arrow XT Type 1 Fire Engine, per Sourcewell Contract 110921-BLE and Authorizing the Transfer and Appropriation of \$803,260.33 from General Fund Reserves to the Fiscal Year 2025-26 Vehicle Replacement Fund Operating Budget. (Fire – Wallace)

Recommendation:

Adopt Resolution:

1. Authorizing the transfer and appropriation of \$803,260.33 from available General Fund reserves to the Fiscal Year 2025-26 Vehicle Replacement Fund operating budget; and
2. Authorizing the refurbishment of V138, a 2005 Pierce Arrow XT Type 1 Fire Engine, by Fire Trucks Unlimited, a wholly owned subsidiary of Brindlee Mountain Fire Apparatus, per Sourcewell contract #110921-BLE, in the amount of \$717,880.89, with an initial deposit totaling \$392,940.45 to be paid April 1, 2026; and
3. Authorizing the City Manager to approve additional expenditures for unforeseen changes in the refurbishment work to be completed by Fire Trucks Unlimited for a contingency amount not to exceed \$68,000; and
4. Authorizing the open market purchase of select add-ons, such as graphics and replacement radios in an amount not to exceed \$16,551.85; and
5. Authorizing the City Manager to approve additional expenditures for unforeseen changes to select add-ons such as graphics and radios in an amount not to exceed \$827.59 (5% contingency); and
6. Authorizing the City Manager to execute all necessary documents.

NEW BUSINESS:

(22) Selection of Mayor Pro Tempore (Vice Mayor). (Mayor – Minto)

Recommendation:

Select Councilmember Ronn Hall, District 2, to serve as Vice Mayor for the term beginning December 11, 2025.



NON-AGENDA PUBLIC COMMENT (Continued):

All public comment not presented within the first Non-Agenda Public Comment period above will be heard at this time.

CITY COUNCIL REPORTS:

CITY MANAGER REPORTS:

CITY ATTORNEY REPORTS:

CLOSED SESSION:

ADJOURNMENT:

Holiday Closure reminder: Santee City Hall will be closed from December 24, 2025, through January 2, 2026.
For more information, please visit the City's website.
www.cityofsanteeca.gov



**BOARDS, COMMISSIONS & COMMITTEES
DECEMBER 2025 AND JANUARY 2026 MEETINGS**

Dec. 03	Santee Park and Recreation Committee	Council Chamber
Dec. 08	Community Oriented Policing Committee	Council Chamber
Dec. 10	Council Meeting	Council Chamber
Jan. 07	Santee Park and Recreation Committee	Council Chamber
Jan. 12	Community Oriented Policing Committee	Council Chamber
Jan. 14	Council Meeting	Council Chamber
Jan. 28	Council Meeting	Council Chamber

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

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

The City of Santee complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 12132 of the American with Disabilities Act of 1990 (42 USC § 12132). Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office at (619) 258-4100, ext. 114 at least 48 hours before the meeting, if possible.





COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Presentation

MEETING DATE December 10, 2025

ITEM TITLE SANTEE CITY CUP PRESENTATION: VARSITY FOOTBALL GAME
BETWEEN SANTANA HIGH SCHOOL AND WEST HILLS HIGH SCHOOL

DIRECTOR/DEPARTMENT John W. Minto, Mayor

SUMMARY

The cross-town rival championship trophy was begun in 1990 by then-Mayor Jack E. Dale to promote friendly competition between the Santee high school varsity football teams.

The Mayor's Cup has been designed as a perpetual trophy. In 2021, the cup was renamed as The Santee City Cup.

This year's game was recognized as the Week 9 "East County Game of the Week." It was held at West Hills High School on Friday, October 24, 2025, and was won by West Hills High School. The score was 10-7. Past presentations have been made to:

1990 West Hills High	2003-2009 West Hills High	2021 West Hills High
1991-1993 Santana High	2010-2011 Santana High	2022 Santana High
1994-1998 West Hills High	2012-2018 West Hills High	2023-2024 West Hills High
1999 Santana High	2019 Santana High	
2000-2001 West Hills High	2020 West Hills High	
2002 Santana High	(Garme held April 2021)	

FINANCIAL STATEMENT

N/A

CITY ATTORNEY REVIEW

N/A • Completed

RECOMMENDATION

WKC

Present trophy and patches.

ATTACHMENT

None





COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Proclamation

MEETING DATE December 10, 2025

ITEM TITLE PROCLAMATION: RETIREMENT OF PRINCIPAL TRAFFIC
ENGINEER MINJIE MEI

DIRECTOR/DEPARTMENT John W. Minto, Mayor

SUMMARY

Principal Traffic Engineer Minjie Mei officially retired from the City of Santee on December 4, 2025, after more than 33 years as an engineer and 19 years as Santee's Traffic Engineer.

The City honors Minjie's numerous safety improvements, traffic operation improvements, distinguished accomplishments and service to the City of Santee.

FINANCIAL STATEMENT

N/A

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *Wk*

Recognize retirement of Minjie Mei.

ATTACHMENT

Proclamation





| Proclamation

WHEREAS, Minjie Mei began his engineering career in the United States in 1992 with the Department of Transportation in New York; and

WHEREAS, Minjie moved to San Diego and continued his career with the City of San Diego in 1997 as an Associate Traffic Engineer; and

WHEREAS, Minjie started his career with the City of Santee in 2006 as Santee's Principal Traffic Engineer. Over his career with Santee, Minjie has been instrumental in improving the safety of Santee streets with the reduction of collisions by 59%. This was accomplished by the award of 11 Highway Safety Improvement Program Grants, numerous safety improvement recommendations, completion of the Active Transportation Plan, completion of Santee's Mobility Element of the General Plan, and Minjie's overall commitment to improve the safety of the city; and

WHEREAS, Minjie has earned numerous compliments, helped with countless resident requests, demonstrated a positive attitude, and has been a leader in the transportation community and in Santee, championing safety throughout his career; and

WHEREAS, Minjie officially retired from the City of Santee on December 4, 2025, after 33 years as an engineer, 19 of those as a public servant with the City of Santee.

NOW, THEREFORE, I, John W. Minto, Mayor of the City of Santee, on behalf of the City Council, do hereby proclaim that

MINJIE MEI

receive due recognition and commendation for his 19 years of outstanding service and dedication in the performance of his duties at the City of Santee and much appreciation for his exemplary career in public service, wishing him the very best in retirement.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of December, two thousand twenty-five, and have caused the Official Seal of the City of Santee to be affixed.

Mayor John W. Minto



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 1

MEETING DATE December 10, 2025

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

DIRECTOR/DEPARTMENT James Jeffries, 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.





COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 2

MEETING DATE December 10, 2025

ITEM TITLE APPROVAL OF MEETING MINUTES OF THE SANTEE CITY COUNCIL FOR THE REGULAR MEETING OF NOVEMBER 12, 2025

DIRECTOR/DEPARTMENT James Jeffries, City Clerk

SUMMARY

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

FINANCIAL STATEMENT

N/A

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION

Approve Minutes as presented.

ATTACHMENTS

November 12, 2025, Regular Meeting Minutes



DRAFT

Minutes
Santee City Council
Council Chamber – Building 2
10601 Magnolia Avenue
Santee, California
November 12, 2025

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

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

Officers present: City Manager Wendy Kaserman, City Attorney Shawn Hagerty, and City Clerk James Jeffries

INVOCATION was given by Rev. Travis Ferguson, Christ Lutheran Church & School.

PLEDGE OF ALLEGIANCE was led by Joel Scalzitti, Helix Water District Board Member

RECOGNITION: Certificate of Recognition for Dr. Alan Tuthill for Over 20 Years of Service on the Santee Parks and Recreation Committee

Mayor Minto presented the Certificate to Dr. Tuthill.

CONSENT CALENDAR:

- (1) Approval of Reading by Title Only and Waiver of Reading in Full of Ordinances and Resolutions on the Agenda. (City Clerk – Jeffries)
- (2) Approval of Meeting Minutes of the Santee City Council for the Regular Meeting of October 22, 2025. (City Clerk – Jeffries)
- (3) Approval of Payment of Demands as Presented. (Finance – Jennings)
- (4) Approval of the Expenditure of \$113,781.02 for October 2025 Legal Services. (Finance – Jennings)
- (5) Adoption of a Resolution Approving a Professional Services Agreement with Koa Hills Consulting, LLC in an Amount Not-To-Exceed \$106,000.00, to Support the Procurement of an Enterprise Resource Planning (ERP) System. (Finance – Jennings) **(Reso 131-2025)**
- (6) Adoption of a Resolution Authorizing the Submittal of a Grant Application to the County of San Diego for the Neighborhood Reinvestment Program for FY 2025-26 to Enhance Existing Arts and Culture and Community

Special Events to Include Additional Elements for the 250th Anniversary of the Declaration of Independence (Semi-Quincentennial) in Santee, Committing to Provide Matching Funds, and Approving the Partnership Between the City of Santee and County of San Diego. (Community Services – Chavez) (Reso 132-2025)

- (7) **Acceptance of the Monetary Donation of \$25,000.00 from NFL Flag Football San Diego. (Community Services – Chavez)**
- (8) **Adoption of a Resolution Accepting the Citywide Pavement Repair and Rehabilitation Program 2025 (CIP 2025-01) Project as Complete and Finding the Action is Not a Project Subject to the California Environmental Quality Act (“CEQA”) per State CEQA Guidelines Section 15378. (Engineering – Schmitz) (Reso 133-2025)**

Action: Councilmember Hall moved approval of the Consent Calendar.

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

NON-AGENDA PUBLIC COMMENT (15 minutes):

- (A) Joel Scalzitti invited the community to the celebration of life for Mary Hennessy, owner of Mary's Donuts.
- (B) Carl Constantino commended staff regarding Shadow Hill Park renovations and expressed concerns about vandalism in the area.
- (C) Gary Blume, Total Altruism Project, provided an update on the project at Big Rock Park and announced the expansion of the project to Mast Park.
- (D) John Hossick, Santee Mobilehome Owners Action Committee (SMOAC), provided information on the SMOAC Elves program and thanks the community for its support.

CONTINUED BUSINESS:

- (9) **Introduction and First Reading of an Ordinance Amending Title 10 (Vehicles and Traffic) of the Santee Municipal Code to Establish Regulations of the Use of Electric Bicycles by Children Under 12 and on Sidewalks. (City Attorney – Hagerty)**

Tari Williams, Best Best and Krieger, and David Drake, San Diego County Sheriff Department, provided a PowerPoint presentation and responded to Council questions.

Public Speaker:

- Carl Costantino

Action: Councilmember Hall moved approval of staff recommendation.

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

NEW BUSINESS:

(10) An Ordinance Amending Title 11 "Building and Construction" of the Santee Municipal Code to Adopt by Reference the 2025 California Building Standards Code, Including the 2025 California Administrative Code, the 2025 California Building Code, the 2025 California Residential Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Plumbing Code, the 2025 California Energy Code, the 2025 California Historical Building Code, the 2025 California Existing Building Code, the 2025 California Green Building Standards Code, the 2025 Wildland-Urban Interface Code, the 2025 California Fire Code, and the California Referenced Standards Code, Together with Modifications, Additions, and Deletions Thereto, and to Amend Chapter 11.36 "Flood Damage Prevention" to Meet State and Federal Requirements (Case File ZOA-2025-0004) and Finding the Action to be Exempt from Review Under the California Environmental Quality Act. (Planning and Building – Sawa)

Madeline Mattson, Principal Planner, provided a PowerPoint presentation and responded to Council questions with the assistance of Aaron Murg, Fire Marshal.

Action: Vice Mayor McNelis moved approval of staff recommendation.

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

NON-AGENDA PUBLIC COMMENT (Continued):

None.

CITY COUNCIL REPORTS:

Councilmember Koval spoke on attending the Veteran's Memorial flag changing ceremony and wished a happy anniversary to her husband.

CITY MANAGER REPORTS:

Wendy Kaserman, City Manager, expressed excitement and appreciation for joining the City of Santee.

CITY ATTORNEY REPORTS:

None.

CLOSED SESSION:

None.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:21 p.m.

Date Approved:

James Jeffries, City Clerk



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 3

MEETING DATE December 10, 2025

ITEM TITLE

APPROVAL OF PAYMENT OF DEMANDS

DIRECTOR/DEPARTMENT Heather Jennings, Finance *BB for MJ*

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 *WV*

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>
11/05/25	Accounts Payable	\$ 41,761.98
11/05/25	Accounts Payable	401,187.71
11/12/25	Accounts Payable	29,910.85
11/12/25	Accounts Payable	148,213.38
11/13/25	Accounts Payable	438,870.64
11/13/25	Accounts Payable	271,632.76
11/13/25	Payroll	509,062.76
11/14/25	Accounts Payable	51,199.08
11/18/25	Accounts Payable	160,383.94
11/20/25	Accounts Payable	2,141,005.31
11/25/25	Accounts Payable	152,611.33
11/26/25	Payroll	516,504.05
11/26/25	Accounts Payable	64,413.80
11/26/25	Accounts Payable	19,967.36
11/26/25	Accounts Payable	925,032.00
11/28/25	Accounts Payable	51,676.07
12/01/25	Retiree Health	5,203.00
12/01/25	Accounts Payable	<u>158,784.32</u>
TOTAL		<u>\$ 6,087,420.34</u>

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

Heather Jennings

Heather Jennings, Director of Finance

vchlist

11/05/2025 12:27:49PM

Voucher List
CITY OF SANTEE

Page 1

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140857	11/5/2025	10001 US BANK	000118		WELLNESS	423.58
			000119		WELLNESS	428.15
			000120		WELLNESS	120.78
			000121		WELLNESS	285.80
			000535		VETERANS MEMORIAL	250.00
			00093879		MEETING SUPPLIES	26.93
			0015551		SHOP SUPPLIES	27.90
			002926		CPRS MEMBERSHIP	300.00
			004245		GARNET FIRE	49.72
			010479		WELLNESS	25.96
			010827		WELLNESS	29.19
			012053		MEETING SUPPLIES	27.14
			012372		MEETING SUPPLIES	19.74
			012840		CLEANING SUPPLIES FOR EVENTS	3.36
			015730		BATTALION CHIEF EXAM	65.96
			015799		MEETING SUPPLIES	14.23
			017756		SENIOR SUPPLIES	72.41
			0190604		MISC SUPPLIES	74.32
			020778		GARNET FIRE	34.39
			021289		GIFFORD FIRE	83.98
			02266858		SHOP TOOLS	75.76
			024124		SENIOR SUPPLIES	88.94
			025058		SENIOR SUPPLIES	71.90
			025833		BRUSH 4 SUPPLIES	71.42
			027107		MEETING SUPPLIES	47.98
			031954		MEETING SUPPLIES	76.70
			035181		MEETING SUPPLIES	19.74
			0356234		MEETING SUPPLIES	67.58
			036201		WELLNESS EVENT	155.25
			0378641		BREWS AND BITES DECOR	43.45
			039252		OFFICE SUPPLIES	3.76
			040129		TEEN CENTER SUPPLIES	61.37
			04635-12001504		ANNUAL SUBSCRIPTION	149.90
			047912		WELLNESS	40.69
			048477		EQUIPMENT REPAIR	27.32
			050297		SUPPLIES	204.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140857	11/5/2025	10001 US BANK	(Continued)			
			050424		GARNET FIRE	32.72
			0506637		RESTROOM MISC PARTS	493.25
			0520462		SUPPLIES FOR WOODGLEN VISTA	192.19
			0523933		MATERIALS & SUPPLIES	8.06
			0531715		SUPPLIES FOR WOODGLEN VISTA	24.74
			054800		SPARC MEETING SUPPLIES	86.73
			060954		GIFFORD FIRE	18.10
			062255		TEEN CENTER SUPPLIES	49.76
			063022		MEETING SUPPLIES	47.97
			065431		MATERIALS AND SUPPLIES	204.60
			0682614		EVENT CANOPY BAGS	92.64
			072897		GARNET FIRE	193.30
			074289		GIFFORD FIRE	5.79
			074459		TCU SEPT LIGHTNING COMPLEX	27.71
			075029		GARNET FIRE	34.55
			075276		MEETING SUPPLIES	11.67
			08272025		TRANSPORTATION CHARGE	22.99
			0829868		MISC MOWER PARTS	86.79
			083957		BATTALION CHIEF EXAM	11.68
			0850		RETURN CREDIT	-8.50
			088944		MEETING SUPPLIES	22.25
			09012025		EVENTS PROMO	90.00
			09102025		GARNET FIRE	55.93
			091325-RH		GROUND TRANSPORTATION	82.74
			091425-RH		GROUND TRANSPORTATION	40.39
			092015		GARNET FIRE	117.98
			092025-0141		PROFESSIONAL MEMBERSHIP	26.00
			092225		CR-REFERENCE MANUALS	-64.68
			0929856		GENERAL EVENT SUPPLIES	28.00
			0929856-a		GENERAL EVENT SUPPLIES	32.31
			095503		GENERAL EVENT SUPPLIES	50.00
			10085		WELLNESS	67.61
			1019033		MATERIALS & SUPPLIES	112.50
			102063673		REFERENCE MANUALS	1,336.83
			1022826		MATERIALS AND SUPPLIES	300.73
			1022847		SHOP TOOLS	193.78

Voucher List
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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140857	11/5/2025	10001 US BANK	(Continued)			
			1032175		PLUMBING PARTS	45.87
			127198		GENERAL EVENT SUPPLIES	10.78
			1285039		EVENT SUPPLIES	32.30
			13092760303		TEST PREP COURSE	225.00
			1333862		BRUSH 5 SUPPLIES	638.34
			137880958		OFFICE SUPPLIES	81.73
			13991		MMASC CONFERENCE SESSION	100.00
			14485169		PARK SIGNS	57.01
			14557625		SIGN	318.26
			1-488046		STORMWATER APPAREL	54.67
			151361		SOCCER NETS	1,269.90
			151377		OSHA SAFETY MEETING	37.06
			1520352		GRAFFITI SUPPLIES	70.89
			1545001		OFFICE SUPPLIES	67.11
			155975		OSHA MEETING	19.82
			1629BD7		FIREFIGHTERS TEXTING SERVICE	40.01
			1793590		EVENTS PROMOTIONAL MATERIAL	178.43
			183711		MOVIE NIGHT SUPPLIES	45.00
			203		GARNET FIRE	147.06
			204		GARNET FIRE	147.06
			205		GARNET FIRE	147.06
			206		GARNET FIRE	147.06
			2089040		BRUSH 5 EQUIPMENT	129.29
			2230669		MOWER PARTS	15.71
			225		GARNET FIRE	147.06
			227		GARNET FIRE	147.06
			230685		MEETING SUPPLIES	33.65
			241		GARNET FIRE	146.97
			2769229		SENIOR PROGRAMS	1,350.90
			285FGZ-B		IGNITE NEOGOV CONFERENCE CF	-40.01
			2984515		REC BANNERS	256.16
			2F258310		SOIL TESTING	259.35
			300006245		MEMBERSHIP RENEWAL	130.00
			3020151		GARNET FIRE	183.52
			307		GARNET FIRE	214.30
			33655		MATERIALS AND SUPPLIES	89.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140857	11/5/2025	10001 US BANK	(Continued)			
			3504238		CITY CELL SUPPLIES	83.96
			3514465		STATION SUPPLIES	20.39
			3543023		SUPPLIES FOR WOODGLEN VISTA	61.37
			364V52		GOOGLE CLOUD WEBSITE SEARC	8.61
			3686644		BRUSH 5 SUPPLIES	60.24
			3837077		OFFICE SUPPLIES	47.61
			39427-L9D0C6		LEAGUE OF CA CITIES ANNUAL CC	200.00
			4016671		SUPPLIES	62.43
			4022		TCU SEPT LIGHTNING COMPLEX	23.86
			4068		TCU SEPT LIGHTNING COMPLEX	41.96
			40959679		SPECIAL EVENT FENCING	2,218.30
			428		TCU SEPT LIGHTNING COMPLEX	120.00
			4285001		MISC SUPPLIES	51.53
			4415433		BRUSH 5 SUPPLIES	794.29
			448155		MATERIALS AND SUPPLIES	12.03
			4514271		SUPPLIES FOR KEN COLLIER PARI	29.98
			467961		WELLNESS EVENT	57.84
			47639		CONFINED SPACE TRAINING	365.00
			493384		WELLNESS	669.82
			5159438		MOWER PARTS	13.98
			5171445		DEFENSIBLE SPACE MATERIALS &	222.76
			5237		EVENT SUPPLIES	407.43
			530		TCU SEPT LIGHTNING COMPLEX	120.00
			5510253		BUILDING 5 REPAIRS	36.42
			5523165		BUCKETS FOR TEEN CENTER PRC	25.73
			58025		TEEN CENTER SD NIGHTS	105.49
			5810674-1		MEETING SUPPLIES	15.88
			5810674-2		MEETING SUPPLIES	46.55
			6209853		OFFICE SUPPLIES	17.57
			64		PRISM CONFERENCE	990.00
			6541038		CITY HALL BIKE RACK	202.23
			6977860		VEHICLE SUPPLIES	27.68
			7014205		SUPPLIES FOR PARK IRRIGATION	81.03
			72221		MATERIALS AND SUPPLIES	49.36
			7443467		WELLNESS	114.65
			74949		ENGINE 4 SUPPLIES	154.19

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CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140857	11/5/2025	10001 US BANK	(Continued)			
			7612226		PHONE CASE AND SCREEN PROTE	44.25
			7648252		BREWS AND BITES DECOR	17.22
			7648252-a		BREWS AND BITES DECOR	19.38
			7688240		BRUSH 5 SUPPLIES	42.00
			77878		PARK SUPPLIES	59.24
			78191		PARK SUPPLIES	138.68
			7841817		BRUSH 5 EQUIPMENT	48.10
			78477		SUPPLIES FOR LANDSCAPE EQUIF	172.34
			7855405		OFFICE SUPPLIES	38.50
			7981804		EVENT SUPPLIES	40.90
			8017748		BLDG 5 RESTROOM SUPPLIES	138.45
			8080257		SMALL HAND TOOLS	526.72
			8084941		EVENT RESEARCH	70.42
			8232025		REGISTRATION FEE	142.00
			8269025		OFFICE SUPPLIES	150.48
			8333003		MISC SUPPLIES	59.84
			8373059		OFFICE SUPPLIES	26.80
			84368		BRUSH 5 EQUIPMENT	201.40
			84748		PARK SUPPLIES	11.82
			8516201		SENIOR SUPPLIES	57.22
			8553134		DOMAIN NAME RENEWALS	116.74
			86629		PARKS SUPPLIES	69.34
			89338		LANDSCAPING SUPPLIES	218.56
			8944225		WELLNESS/OFFICE SUPPLIES	219.12
			89538		MATERIALS AND SUPPLIES	90.94
			8992257		WELLNESS	372.12
			8WX3MK/9489RC		GREEN FIRE/ORLEANS COMPLEX	2,845.48
			90015		MISC TOOLS	156.14
			9005046		WELLNESS/OFFICE SUPPLIES	205.75
			9081044		VEHICLE REPAIR PART	61.42
			912025		TRANSPORTATION CHARGE	37.99
			9132025		TRANSPORTATION CHARGE	21.74
			9192025.B		TRANSPORTATION CHARGE	34.87
			93090041		GARNET FIRE	242.09
			93243		GARNET FIRE	110.67
			9529858		REMS TRAILER SUPPLIES	42.01

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Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140857	11/5/2025	10001 US BANK	(Continued)			
			9612697		PARK SUPPLIES	32.27
			992025		TRANSPORTATION CHARGE	287.82
			9955608		GENERAL EVENT SUPPLIES	53.86
			A30630/1		SIGN TRUCK SUPPLIES	189.46
			BRADLEY		CPRS MEMBERSHIP	145.00
			C007N		LEAGUE OF CA CITIES ANNUAL CC	725.00
			Cash-002926		DEPT CPRS RENEWAL	1,500.00
			CT1H0		LEAGUE OF CA CITIES ANNUAL CC	725.00
			D0730544P1		LANDSCAPING SUPPLIES	132.62
			DEL74431		MATERIAL AND SUPPLIES	273.39
			DI-LF-QB32		PROFESSIONAL DEVELOPMENT	349.00
			EC2526436		RESCUE EQUIPMENT	2,126.41
			FITZSIMMONS		CPRS MEMBERSHIP	145.00
			H3N2LMYXZTP		MSA NETWORKING EVENT	26.00
			INV-38598-J1J8F6		CONFERENCE REGISTRATION	600.00
			MC18411197		EMAIL MARKETING SUBSCRIPTION	350.00
			MSA-NICK-9-8-25		MSA NETWORKING EVENT	26.00
			ORTIZ		CPRS MEMBERSHIP	145.00
			P2904137		VEHICLE REPAIR PARTS	246.67
			R0P5R8		MEMBERSHIP	175.00
			RIVERA		CPRA MEMBERSHIP	145.00
			ROBAK		CPRS MEMBERSHIP	145.00
			WJ93051943-A		TRAINING SUPPLIES	34.35
			WN31685420		BRUSH 5 EQUIPMENT	230.59
			WN32078328		STATION 4 EQUIPMENT	3,316.34
			X769EQH4Z		WELLNESS	185.55
			Y145185581		BLDG 5 REPAIRS	398.35
					Total :	41,761.98
1	Vouchers for bank code :	ubgen			Bank total :	41,761.98
1	Vouchers in this report				Total vouchers :	41,761.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Prepared by: Juan MDate: 11/5/25Approved by: CCDate: 11/5/25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140858	11/5/2025	13456 AGRICULTURAL PEST CONTROL	812730 817470 822292	55352 55352 55352	PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES	655.43 655.43 655.43
						Total :
						1,966.29
140859	11/5/2025	14363 ANGUS ASPHALT INC	CIP2024-06#1R CIP2024-06PP#1	55495	PROGRESS PAYMENT #1 - RETENT CITYWIDE CONCRETE REPAIR & R	-2,219.65 44,393.00
						Total :
						42,173.35
140860	11/5/2025	15783 APOLLO WOOD RECOVERY INC	33479S	55507	IPEMA CERTIFIED PLAYFIBER	3,412.28
						Total :
						3,412.28
140861	11/5/2025	10412 AT&T	301053963; NOV25		MAST PARK	207.94
						Total :
						207.94
140862	11/5/2025	14465 BALINGER, KEVIN	217125		REIMBURSEMENT	200.00
						Total :
						200.00
140863	11/5/2025	10017 BAY CITY ELECTRIC WORKS	W318496 W318497 W318507	55378 55378 55378	GENERATOR MAINT & REPAIRS GENERATOR MAINT & REPAIRS GENERATOR MAINT & REPAIRS	212.79 212.79 500.00
						Total :
						925.58
140864	11/5/2025	13292 BORDER RECAPPING LLC	25-0307841-008 25-0309781-008	55318 55318	TIRES TIRES	404.05 983.86
						Total :
						1,387.91
140865	11/5/2025	10030 CASCADE FIRE EQUIPMENT CO INC	INV21497	55380	FIREFIGHTING SUPPLIES	454.03
						Total :
						454.03
140866	11/5/2025	14527 CHAVEZ, NICOLAS	2025CALPELRA		PER DIEM	94.00
						Total :
						94.00
140867	11/5/2025	12349 CHOICE LOCKSMITHING	092425FS20 092425TPPK	55509 55354	KEYPAD DOOR LOCKS FOR STATIC LOCKSMITH SERVICES - AS NEED	2,280.12 42.02
						Total :
						2,322.14

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140868	11/5/2025	10333 COX COMMUNICATIONS	141609201; OCT25 141609501; OCT25		APT IT-FS4 8950 COTTONWOOD A\\ APT IT-OPS 9534 VIA ZAPADOR	207.39 207.39 Total : 414.78
140869	11/5/2025	10333 COX COMMUNICATIONS	112256001; OCT25		9130 CARLTON OAKS DR	97.15 Total : 97.15
140870	11/5/2025	10142 CSA SAN DIEGO COUNTY	947	55542	CDBG SUBRECIPIENT	6,430.11 Total : 6,430.11
140871	11/5/2025	10046 D MAX ENGINEERING INC	9501 9502	55426 55468	CONSTRUCTION INSPECTIONS & F STORMWATER PROGRAM ASSISTA	1,156.56 36,449.86 Total : 37,606.42
140872	11/5/2025	14811 DIGITECH COMPUTER LLC	618001049	55456	SLEMSA BILLING CONTRACT SERV	43,362.17 Total : 43,362.17
140873	11/5/2025	12970 DUDEK	202508268	55444	SD RIVER FIRE HAZ MIT PLAN - PH	6,956.75 Total : 6,956.75
140874	11/5/2025	15214 EMERGENCY VEHICLE SYSTEMS LLC	2587 2588	55428 55428	EQUIPMENT REPAIR PARTS VEHICLE REPAIR PARTS	222.40 346.96 Total : 569.36
140875	11/5/2025	10251 FEDERAL EXPRESS	9-050-22279		FEDEX SHIPPING CHARGES	26.14 Total : 26.14
140876	11/5/2025	15848 FITZSIMMONS, CHRIS	01272R		EMPLOYEE REIMBURSEMENT	194.83 Total : 194.83
140877	11/5/2025	15168 FOSTER, MATTHEW	10152025		MILEAGE REIMBURSEMENT	37.66 Total : 37.66
140878	11/5/2025	12495 GROSSMONT UNION	AR019974	55416	SCHOOL RESOURCE SERVICES	60,064.00 Total : 60,064.00
140879	11/5/2025	10556 HECKMAN, HEATHER	2025MMASC		PER DIEM	301.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140879	11/5/2025	10556 10556 HECKMAN, HEATHER	(Continued)			Total : 301.00
140880	11/5/2025	14459 HMC ARCHITECTS	181865	53747	SANTEE COMMUNITY CENTER	21,258.50
					Total :	21,258.50
140881	11/5/2025	15104 HORIZON	2F259570	55498	SPECIALTY FERTILIZER PRODUCT	6,861.56
					Total :	6,861.56
140882	11/5/2025	11724 ICF JONES & STOKES INC	INV-00000160775	53609	MSCP SUBAREA PLAN	4,220.40
					Total :	4,220.40
140883	11/5/2025	10074 INTERNATIONAL CODE COUNCIL INC	102097494	55531	BUILDING CODE BOOKS	1,755.16
					Total :	1,755.16
140884	11/5/2025	12955 IRON MOUNTAIN OUTFITTERS	2517 SAG-10-16	55499	WEARING APPAREL SNAKE GAITERS	346.88 2,999.88
					Total :	3,346.76
140885	11/5/2025	15316 JD ANIMAL REMOVAL INC	1946 1961	55360 55360	DEAD ANIMAL REMOVAL SERVICE DEAD ANIMAL REMOVAL SERVICE	1,494.72 1,494.72
					Total :	2,989.44
140886	11/5/2025	10272 JENKINS, CARROLL	10162025		RETIREE HEALTH INSURANCE	1,349.82
					Total :	1,349.82
140887	11/5/2025	10204 LIFE ASSIST INC	1629761 1646478 1646612 1647252 1647751 1647945 1648110 1648147 1648214 1648215	55324 55324 55324 55324 55324 55324 55324 55324 55324 55324	EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES	2,233.23 2,387.69 1,828.91 393.30 8.96 241.63 438.30 766.35 57.75 16.36
					Total :	8,372.48
140888	11/5/2025	14742 LOWNDES, BECKY	10232025		MILEAGE REIMBURSEMENT	72.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140888	11/5/2025	14742 14742 LOWNDES, BECKY	(Continued)			Total : 72.24
140889	11/5/2025	15849 MATTSON, MADELINE	10012025		EMPLOYEE REIMBURSEMENT FOR	2,168.41
					Total : 2,168.41	
140890	11/5/2025	13346 MAXEY, NICK	80491-0458683		EMPLOYEE REIMBURSEMENT	300.00
					Total : 300.00	
140891	11/5/2025	10538 MEALS ON WHEELS	1-25-26	55543	CDBG SUBRECIPIENT	1,452.50
					Total : 1,452.50	
140892	11/5/2025	15126 MENDOZA, SAMUEL	022647		EMPLOYEE REIMBURSEMENT	200.00
					Total : 200.00	
140893	11/5/2025	15817 MINUTEMAN PRESS	67173		BUSINESS CARDS	162.00
					Total : 162.00	
140894	11/5/2025	10308 O'REILLY AUTO PARTS	2968-308451		BATTERY	122.43
					Total : 122.43	
140895	11/5/2025	12846 PLUMBERS DEPOT INC	PD-59625	55453	VACTOR PARTS & SUPPLIES	354.98
					Total : 354.98	
140896	11/5/2025	15841 READ, VICTORIA	2005110.001		REFUND OF PROCESSING FEE	12.09
					Total : 12.09	
140897	11/5/2025	10798 RENSBERRY, SAM	31733		EMPLOYEE REIMBURSEMENT	863.85
					Total : 863.85	
140898	11/5/2025	15690 RIVERA, GERARDO	05039C		EMPLOYEE REIMBURSEMENT	155.86
					Total : 155.86	
140899	11/5/2025	10407 SAN DIEGO GAS & ELECTRIC	04229703218; OCT25 22373580042; OCT25		STREET LIGHTS TRAFFIC SIGNALS	48,686.55 8,071.20
					Total : 56,757.75	
140900	11/5/2025	10424 SANTEE FIREFIGHTERS	PPE4/23 CORR		PPE 4/23/25 REISSUE	4,920.68
					Total : 4,920.68	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140901	11/5/2025	10424 SANTEE FIREFIGHTERS	FY24/25.001 FY24/25.003 FY24/25.004 FY24/25.005 FY24/25.006 FY24/25.007 FY24/25.008 FY24/25.009 FY24/25.010 FY24/25.011 FY24/25.012 FY24/25.013		WEARING APPAREL WEARING APPAREL	89.00 89.00 89.00 129.00 89.00 89.00 89.00 89.00 89.00 89.00 129.00 129.00
						Total :
						1,188.00
140902	11/5/2025	10768 SANTEE SCHOOL DISTRICT	9859	55409	BUS TRANSPORTATION	470.50
						Total :
						470.50
140903	11/5/2025	13171 SC COMMERCIAL, LLC	IN-0000157325		FUEL	780.66
						Total :
						780.66
140904	11/5/2025	14523 SCA OF CA, LLC	CA25002377	55372	STREET SWEEPING SVCS	32,198.14
						Total :
						32,198.14
140905	11/5/2025	14797 SEDANO FORD OF LM INC	20529789 275272	55373 55373	VEHICLE REPAIR PART VEHICLE REPAIR PARTS	249.44 536.71
						Total :
						786.15
140906	11/5/2025	15842 SHARMA, SARINA	2005111.001		REFUND OF PROCESSING FEE	5.67
						Total :
						5.67
140907	11/5/2025	13206 SHARP ELECTRONICS CORPORATION	14946107	55442	INTERIM STATION 20 COPIER	10,234.12
						Total :
						10,234.12
140908	11/5/2025	10585 SHARP REES-STEALY MEDICAL	103769 104115	55538 55538	PREPLACEMENT PHYSICALS MEDICAL SERVICES	6,757.00 1,378.00
						Total :
						8,135.00
140909	11/5/2025	11056 STANDARD ELECTRONICS	2493	55392	FIRE ALARM & SPRINKLER MONITC	397.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140909	11/5/2025	11056 STANDARD ELECTRONICS	(Continued)			
			2650	55392	FIRE ALARM & SPRINKLER MONITORING	17.88
			2651	55392	FIRE ALARM & SPRINKLER MONITORING	925.00
			2652	55392	FIRE ALARM & SPRINKLER MONITORING	6,520.62
					Total :	7,861.38
140910	11/5/2025	10217 STAPLES ADVANTAGE	6045121581	55350	OFFICE SUPPLIES - P&B, E	29.83
			6045304740	55350	OFFICE SUPPLIES - P&B, E	28.22
			6045382829	55350	OFFICE SUPPLIES - P&B, E	56.84
			6045382830	55412	OFFICE SUPPLIES	115.42
					Total :	230.31
140911	11/5/2025	10925 THE CENTRE FOR ORGANIZATION	TCFOE5312	55529	MANAGEMENT ACADEMY	2,599.00
					Total :	2,599.00
140912	11/5/2025	11193 TMAN TRAFFIC SUPPLY	17325	55486	TRAFFIC SIGNS & SUPPLIES	168.09
					Total :	168.09
140913	11/5/2025	15820 TRI POINTE HOMES IE-SD INC	14164		REFUNDABLE DEPOSIT	8,084.98
					Total :	8,084.98
140914	11/5/2025	14097 VOICES FOR CHILDREN	2025-1	55546	CDBG SUBRECIPIENT	1,188.80
					Total :	1,188.80
140915	11/5/2025	11877 WAXIE SANITARY SUPPLY	83573522	55474	FACILITIES MAINTENANCE SUPPLIES	224.12
					Total :	224.12
140916	11/5/2025	10331 WHITE CAP LP	50033435084	55487	TOOLS, MATERIALS & SUPPLIES	127.99
					Total :	127.99
140917	11/5/2025	15845 WORKFORCE CULTIVATION LLC	HL-001290-2025		HOME OCCUPATION BUSINESS LICENSE	4.00
					Total :	4.00
60 Vouchers for bank code : ubgen					Bank total :	401,187.71
60 Vouchers in this report					Total vouchers :	401,187.71

vchlist
11/05/2025 1:24:23PM

Voucher List
CITY OF SANTEE

Page 14

Bank code : ubgen

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

Date:

J. Meacham

11/5/25

Approved by:

Date:

J. Meacham

11/5/25

vchlist
11/17/2025 11:41:11AM

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
5620	11/12/2025	12774 LIABILITY CLAIMS ACCOUNT	111025		LIABILITY CLAIMS	5,918.83
					Total :	5,918.83
1405376	11/12/2025	10482 TRISTAR RISK MANAGEMENT	202510-SANTEE5519		WORKERS COMP LOSSES; OVT25	23,992.02
					Total :	23,992.02
2 Vouchers for bank code : ubgen						Bank total : 29,910.85
2 Vouchers in this report						Total vouchers : 29,910.85

Prepared by: J. M. Clark
Date: 11-17-25

Approved by: J. M. Clark
Date: 11-19-25

vchlist

11/13/2025 2:18:02PM

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
21554	11/12/2025	10955 DEPARTMENT OF THE TREASURY	November Retiree 25 PPE 11/5/25		FEDERAL WITHHOLDING TAX FEDERAL WITHHOLDING TAX	211.00 111,169.81
						Total :
						111,380.81
21566	11/12/2025	10956 FRANCHISE TAX BOARD	PPE 11/5/25 Retiree November 25		CA STATE TAX WITHHELD CA STATE TAX WITHHELD	36,786.57 46.00
						Total :
						36,832.57
2 Vouchers for bank code : ubgen						Bank total :
						148,213.38
2 Vouchers in this report						Total vouchers :
						148,213.38

Prepared by: J. Tuck
 Date: 11-13-25

Approved by: E. Bule
 Date: 11-18-25

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140918	11/13/2025	13456 AGRICULTURAL PEST CONTROL	827045	55352	FY25/26 PEST CONTROL SERVICES	655.43
					Total :	655.43
140919	11/13/2025	10020 BEST BEST & KRIEGER LLP	LEGAL OCT 2025		LEGAL SVCS OCTOBER 2025	113,781.02
					Total :	113,781.02
140920	11/13/2025	15844 BLACK ANGUS STEAKHOUSE	2025-1		BREWS AND BITES 2025 VENDOR	250.00
					Total :	250.00
140921	11/13/2025	13292 BORDER RECAPPING LLC	25-0298632-008	55318	TIRES	387.56
					Total :	387.56
140922	11/13/2025	11399 CABLE PIPE & LEAK DETECTION	948652	55353	AS-NEEDED LEAK DETECTION	645.00
					Total :	645.00
140923	11/13/2025	15751 CANON FINANCIAL SERVICES INC	41983272	55496	CANON PLOTWAVE - LEASE	767.99
					Total :	767.99
140924	11/13/2025	10971 CHICK-FIL-A INC	2025-1		BREWS AND BITES 2025 VENDOR	250.00
					Total :	250.00
140925	11/13/2025	10333 COX COMMUNICATIONS	038997401; OCT25 094486701; NOV25		9951 RIVERWALK DR CITY HALL GROUP BILL	57.00 3,498.26
					Total :	3,555.26
140926	11/13/2025	14410 CRUMBL COOKIES	2025-1		BREWS AND BITES 2025 VENDOR	250.00
					Total :	250.00
140927	11/13/2025	13442 EBBIN MOSER + SKAGGS LLP	5153	52777	MSCP SUBAREA PLAN	6,821.25
					Total :	6,821.25
140928	11/13/2025	14446 ENTERPRISE FM TRUST	282938A-110525 FOT0189552	55339	VEHICLE LEASING PROGRAM FLEET MAINTENANCE SERVICES	18,066.58 180.05
					Total :	18,246.63
140929	11/13/2025	12114 WING N IT INC	2025-1		BREWS AND BITES 2025 VENDOR	250.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140929	11/13/2025	12114 12114 WING N IT INC	(Continued)			Total : 250.00
140930	11/13/2025	12964 ESO SOLUTIONS INC	ESO-179590	55549	ANNUAL SUBSCRIPTION	5,385.56
					Total :	5,385.56
140931	11/13/2025	15864 FJ WILLERT CONTRACTING CO INC	MOV8214		ENCROACHMENT PERMIT MOV821	1,500.00
					Total :	1,500.00
140932	11/13/2025	14717 GIANT PIZZA KING	2025-1		BREWS AND BITES 2025 VENDOR	250.00
					Total :	250.00
140933	11/13/2025	13021 GROSSMONT HEALTHCARE DISTRICT	102225-RH		EVENT REGISTRATION	100.00
					Total :	100.00
140934	11/13/2025	10070 HAWTHORNE CAT MACHINERY	S36456012	55465	CAT COMPACT TRACK LOADER	143,855.53
					Total :	143,855.53
140935	11/13/2025	11196 HD SUPPLY FACILITIES	9241824090	55358	STATION SUPPLIES	155.53
					Total :	155.53
140936	11/13/2025	14785 HEARTLAND FIRE	SNTQTR2FEES SNTQTR2LEASE		HFTA FY 25-26 Q2 ACCT#720900-46 HFTA Q2 LEASE FEES ACCT#72090	10,402.00 3,075.00
					Total :	13,477.00
140937	11/13/2025	15867 HEARTLAND GRADING	MOV8323		ENCROACHMENT PERMIT MOV832	1,500.00
					Total :	1,500.00
140938	11/13/2025	12850 HONEY DONUTS	2025-1		BREWS AND BITES 2025 VENDOR	250.00
					Total :	250.00
140939	11/13/2025	12798 HOOLEY'S PUBLIC HOUSE	2025-1		BREWS AND BITES VENDOR STIPE	250.00
					Total :	250.00
140940	11/13/2025	12386 HORIZONS CONSTRUCTION COMPANY	138078.00D RET#4 CIP2024-38	55192	PROGRESS PAYMENT #4 - APP BA RETENTION - PROGRESS PAYMEN	23,063.03 -1,153.15
					Total :	21,909.88
140941	11/13/2025	15861 INTERRA VISION LLC	GRD0987		ENCROACHMENT PERMIT GRD098	18,031.75

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140941	11/13/2025	15861 15861 INTERRA VISION LLC	(Continued)			Total : 18,031.75
140942	11/13/2025	10953 JIMMY'S FAMILY RESTAURANT	2025-1		BREWS AND BITES 2025 VENDOR :	250.00
					Total :	250.00
140943	11/13/2025	14396 JUNCTION 52 BAR & GRILL	2025-1		BREWS AND BITES 2025 VENDOR :	250.00
					Total :	250.00
140944	11/13/2025	13851 LAWSON PRODUCTS, INC	9312901748	55297	VEHICLE REPAIR SUPPLIES	496.98
					Total :	496.98
140945	11/13/2025	10665 LENNAR HOMES OF CA LLC	GRD0928		ENCROACHMENT PERMIT GRD092	5,624.48
					Total :	5,624.48
140946	11/13/2025	10204 LIFE ASSIST INC	2005029	55324	EMS SUPPLIES	2,003.10
					Total :	2,003.10
140947	11/13/2025	15863 LINDA & JOHN MONTVILLE	MOV7216		ENCROACHMENT PERMIT MOV721	1,500.00
					Total :	1,500.00
140948	11/13/2025	12797 MARIE CALLENDER'S #74	2025-1		BREWS AND BITES 2025 VENDOR :	250.00
					Total :	250.00
140949	11/13/2025	12015 MARY'S DONUTS	2025-1		BREWS AND BITES 2025 VENDOR :	250.00
					Total :	250.00
140950	11/13/2025	15866 MEGA ENGINEERING CO INC	MOV8294		ENCROACHMENT PERMIT MOV829	1,500.00
					Total :	1,500.00
140951	11/13/2025	10507 GREAT AMERICA FINANCIAL SVCS	40433969; NOV25		MITEL MXE III CONTROLLER SATA :	1,588.52
					Total :	1,588.52
140952	11/13/2025	13369 NATIONWIDE MEDICAL	IN49708	55325	EMS SUPPLIES	339.08
					Total :	339.08
140953	11/13/2025	15860 NINYO & MOORE	N2023-140		ENCROACHMENT PERMIT N2023-1	1,500.00
					Total :	1,500.00
140954	11/13/2025	11829 NOTHING BUNDT CAKES	2025-1		BREWS AND BITES 2025 VENDOR :	250.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140954	11/13/2025	11829	11829 NOTHING BUNDT CAKES	(Continued)		Total : 250.00
140955	11/13/2025	10444	OGGI'S PIZZA & BREWING CO	2025-1	BREWS AND BITES 2025 VENDOR :	250.00
					Total :	250.00
140956	11/13/2025	15736	ORDER FIRE BARBEQUE LLC	2025-1	BREWS AND BITES 2025 VENDOR :	250.00
					Total :	250.00
140957	11/13/2025	10308	O'REILLY AUTO PARTS	2968-309848	VEHICLE REPAIR PARTS	37.52
					Total :	37.52
140958	11/13/2025	15600	PACIFIC LAWN MOWER WORKS	220000103546	LAWN MOWER PARTS	178.80
					Total :	178.80
140959	11/13/2025	10344	PADRE DAM MUNICIPAL WATER DIST	29700015; OCT25	CONSTRUCTION METER	251.50
					Total :	251.50
140960	11/13/2025	12005	PALOMAR GRADING & PAVING INC	MOV7085	ENCROACHMENT PERMIT MOV708	1,500.00
					Total :	1,500.00
140961	11/13/2025	14614	PARADIGM MECHANICAL CORP	113646	HVAC MAINT & REPAIRS	259.01
				113648	HVAC MAINT & REPAIRS	487.19
				113649	HVAC MAINT & REPAIRS	240.52
				113650	HVAC MAINT & REPAIRS	511.83
				113662	HVAC MAINT & REPAIRS	246.68
				113663	HVAC MAINT & REPAIRS	493.35
				113664	HVAC MAINT & REPAIRS	237.44
					Total :	2,476.02
140962	11/13/2025	10092	PHOENIX GROUP INFO SYSTEMS	092025031	FY 25/26 PARKING CITE PROCESS	830.44
					Total :	830.44
140963	11/13/2025	15811	PIZZABILITIES	2025-1	BREWS AND BITES 2025 VENDOR :	250.00
					Total :	250.00
140964	11/13/2025	15819	SAN DIEGO BREWING COMPANY	2025-1	BREWS AND BITES 2025 VENDOR :	250.00
					Total :	250.00

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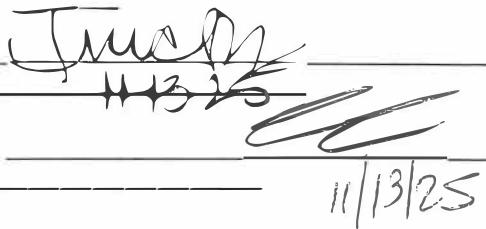
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140965	11/13/2025	10606 SD COUNTY SHERIFF'S DEPT	CALIDSAN03	55544	CAL-ID PROGRAM	5,047.80
					Total :	5,047.80
140966	11/13/2025	15865 SANTEE PARTNERS LLC	MOV8260		ENCROACHMENT PERMIT MOV826	1,500.00
					Total :	1,500.00
140967	11/13/2025	10768 SANTEE SCHOOL DISTRICT	9862	55410	FIELD LIGHTS	75.00
					Total :	75.00
140968	11/13/2025	15823 SANTEE SENIOR RETIREMENT	2025-1		BREWS AND BITES 2025 VENDOR :	250.00
					Total :	250.00
140969	11/13/2025	10110 SECTRAN SECURITY INC	25070617	55348	FY 25/26 ARMORED CAR TRANSPC	180.24
					Total :	180.24
140970	11/13/2025	15408 SIX DEGREES CONSULTING	4903	55532	SECURITY SOFTWARE	6,483.54
					Total :	6,483.54
140971	11/13/2025	10217 STAPLES ADVANTAGE	6045760953	55350	OFFICE SUPPLIES - P&B, E	61.63
			6045847286	55349	FY 25/26 OFFICE SUPPLIES - FINAN	253.75
					Total :	315.38
140972	11/13/2025	15862 TACO BELL CORP	FRD1025		ENCROACHMENT PERMIT GRD102	5,000.00
			GRD1025		ENCROACHMENT PRMIT GRD1025	1,602.69
					Total :	6,602.69
140973	11/13/2025	14714 TEXAS ROADHOUSE	2025-1		BREWS AND BITES 2025 VENDOR :	250.00
					Total :	250.00
140974	11/13/2025	11368 THE BRIGANTINE	2025-1		BREWS AND BITES 2025 VENDOR :	250.00
					Total :	250.00
140975	11/13/2025	11215 THE OLIVE GARDEN	2025-1		BREWS AND BITES 2025 VENDOR :	250.00
					Total :	250.00
140976	11/13/2025	15091 T-MOBILE USA INC	993045165; OCT25		CITY HALL	2,002.82
					Total :	2,002.82

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140977	11/13/2025	15859 TRISTRUX	N2023-122		ENCROACHMENT PERMIT N2023-1	1,500.00
					Total :	1,500.00
140978	11/13/2025	14712 WEST COAST SMOKE & TAP HOUSE	2025-1		BREWS AND BITES 2025 VENDOR :	250.00
					Total :	250.00
140979	11/13/2025	11151 WESTNET INC	29542	55124	INTERIM STATION 20 COMM EQUIP	18,568.05
					Total :	18,568.05
140980	11/13/2025	14687 WEX BANK	108631370		FLEET CARD FUELING	20,743.29
					Total :	20,743.29
63 Vouchers for bank code : ubgen						Bank total : 438,870.64
63 Vouchers in this report						Total vouchers : 438,870.64

Prepared by:

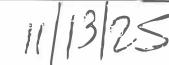
Date:



11/13/25

Approved by:

Date:



11/13/25

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11/13/2025 12:48:16PM

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140981	11/13/2025	12903 AMERICAN FIDELITY ASSURANCE CO	2535893		FLEXIBLE SPENDING ACCOUNT	2,753.65
					Total :	2,753.65
140982	11/13/2025	10334 CHLIC	3624965		MEDICAL AND DENTAL INSURANCE	259,081.43
					Total :	259,081.43
140983	11/13/2025	14793 CONTROLLING INS COST IN CA, SCHOOLS - C	2025-11		EMPLOYEE ASSISTANCE PROGRAM	512.20
					Total :	512.20
140984	11/13/2025	10844 FRANCHISE TAX BOARD		PPE 11/5/25	WITHHOLDING ORDER	241.25
					Total :	241.25
140985	11/13/2025	10785 RELIANCE STANDARD LIFE		November 2025	VOLUNTARY LIFE INSUR	291.78
					Total :	291.78
140986	11/13/2025	10424 SANTEE FIREFIGHTERS		PPE 11/5/25	DUES/PEC/BENEVOLENT/BC EXP	4,811.93
					Total :	4,811.93
140987	11/13/2025	10776 STATE OF CALIFORNIA		PPE 11/5/25	WITHHOLDING ORDER	449.53
					Total :	449.53
140988	11/13/2025	10776 STATE OF CALIFORNIA		PPE 11/5/25	WITHHOLDING ORDER	260.30
					Total :	260.30
140989	11/13/2025	10001 US BANK		PPE 4/23/25	PARS RETIREMENT	1,316.84
					Total :	1,316.84
140990	11/13/2025	10001 US BANK		PPE 11/5/25	PARS RETIREMENT	1,272.32
					Total :	1,272.32
140991	11/13/2025	14600 WASHINGTON STATE SUPPORT		PPE 11/5/25	WITHHOLDING ORDER	641.53
					Total :	641.53
11 Vouchers for bank code : ubgen					Bank total :	271,632.76
11 Vouchers in this report					Total vouchers :	271,632.76

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11/13/2025 12:48:16PM

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Prepared by: Jewell
Date: 11-13-25

Approved by: E-Bull
Date: 11-13-25

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11/14/2025 12:19:23PM

Voucher List
CITY OF SANTEE

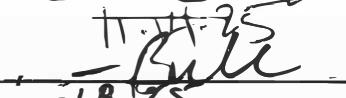
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
6068703	11/14/2025	14704 457 MISSIONSQUARE	PPE 11/5/25		ICMA - 457	46,120.52
						Total :
						46,120.52
6473789	11/14/2025	14705 RHS MISSIONSQUARE	PPE 11/5/25		RETIREE HSA	5,078.56
						Total :
						5,078.56
2	Vouchers for bank code :	ubgen				Bank total :
2	Vouchers in this report					Total vouchers :
						51,199.08

Prepared by:

Date: 11-14-25

Approved by:

Date: 11-14-25

vchlist
11/18/2025 12:56:27PM

Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11253	11/18/2025	10353 PERS	11 25 3		RETIREMENT PAYMENT	160,383.94
					Total :	160,383.94
1	Vouchers for bank code : ubgen				Bank total :	160,383.94
1	Vouchers in this report				Total vouchers :	160,383.94

Prepared by: J. M. Clark
Date: 11-18-25

Approved by: E. B. Balle
Date: 11-18-25

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vchlist

11/20/2025 4:00:14PM

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140992	11/20/2025	11139 ACE UNIFORMS, LLC - SAN DIEGO	SD0244887	55332	CLASS A UPDATE	174.53
						Total :
						174.53
140993	11/20/2025	15380 ANDERSON, MARK	2510		INSTRUCTOR PAYMENT	24.00
						Total :
						24.00
140994	11/20/2025	10412 AT&T	000024253907		TELEPHONE	923.36
						Total :
						923.36
140995	11/20/2025	10293 AUTO ZONE INC	03347418517	55317	STATION SUPPLIES	15.83
						Total :
						15.83
140996	11/20/2025	10017 BAY CITY ELECTRIC WORKS	W318499	55378	GENERATOR MAINT & REPAIRS	212.79
						Total :
						212.79
140997	11/20/2025	13130 BURNS, CHRIS	121225		SENIOR HOLIDAY LUNCHEON	225.00
						Total :
						225.00
140998	11/20/2025	14448 CAMACHO, MARIO	ATKQ8JWE5		EMPLOYEE REIMBURSEMENT	200.00
						Total :
						200.00
140999	11/20/2025	15711 CANON USA INC	4040977902	55440	PLOTTER MAINTENANCE & USAGE	175.28
						Total :
						175.28
141000	11/20/2025	11134 CARRICO, TAYLOR	10302025		MILEAGE REIMBURSEMENT	10.08
						Total :
						10.08
141001	11/20/2025	12153 CORODATA RECORDS	RS7118839	55479	RECORD STORAGE, RETRIEVAL &	944.52
						Total :
						944.52
141002	11/20/2025	11862 CORODATA SHREDDING INC	DN 1543574 DN1548232		SEPTEMBER SHREDDING SERVICE OCTOBER SHREDDING SERVICE	55.20 106.45
						Total :
						161.65
141003	11/20/2025	10449 DAY MANAGEMENT CORPORATION	INV896493 INV896500	55404 54764 54764	INTERIM STATION 20 COMM EQUIP INTERIM STATION 20 COMM EQUIP	4,277.94 2,698.44

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141003	11/20/2025	10449	10449 DAY MANAGEMENT CORPORATION	(Continued)		Total : 6,976.38
141004	11/20/2025	11063	DDL TRAFFIC INC	9631	TRAFFIC SIGNAL EQUIPMENT	20,962.76
					Total :	20,962.76
141005	11/20/2025	11295	DOKKEN ENGINEERING	49596	AS-NEEDED ENGINEERING SERVIC	975.00
				49910	AS-NEEDED ENGINEERING SERVIC	3,979.46
					Total :	4,954.46
141006	11/20/2025	14926	EAGLES POINT SECURITY INC	29506	SECURITY	931.50
				29507	PARK SECURITY	3,208.50
					Total :	4,140.00
141007	11/20/2025	14926	EAGLES POINT SECURITY INC	29232	EVENT SECURITY	2,402.63
					Total :	2,402.63
141008	11/20/2025	10054	ELDERHELP OF SAN DIEGO	09302025	CDBG SUBRECIPIENT	1,479.18
					Total :	1,479.18
141009	11/20/2025	11196	HD SUPPLY FACILITIES	9242528480	STATION SUPPLIES	247.47
				9242528481	STATION SUPPLIES	132.92
					Total :	380.39
141010	11/20/2025	10144	HDL COREN & CONE	SIN055967	FY 25/26 PROFESSIONAL SERVICE	4,987.50
					Total :	4,987.50
141011	11/20/2025	12386	HORIZONS CONSTRUCTION COMPANY	127355.00E CIP2024-36 5R	INTERIM FIRE STATION - LIVING QL RETENTION - PROGRESS PAYMEN	94,374.20 -4,718.71
					Total :	89,655.49
141012	11/20/2025	15750	HOWARD BLACKSON URBAN DESIGN	10312025	EXPERT/CONSULTING SERVICES	6,250.00
					Total :	6,250.00
141013	11/20/2025	14833	INTERWEST CONSULTING GROUP	2325729	FY 25/26 BUILDING EXPERT CONSI	21,364.06
				2327890	FY 25/26 BUILDING EXPERT CONSI	4,750.00
				2379857	FY 25/26 BUILDING EXPERT CONSI	7,680.00
				2384306	FY 25/26 BUILDING EXPERT CONSI	2,800.00
				2481496	FY 25/26 BUILDING EXPERT CONSI	11,793.35

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141013	11/20/2025	14833 14833 INTERWEST CONSULTING GROUP	(Continued)			Total : 48,387.41
141014	11/20/2025	15640 IQ TOTAL SOURCE LLC	WO-7679652-1		OFFICE PAPER	110.46
						Total : 110.46
141015	11/20/2025	14956 JET ADVERTISING LLC	12957	55268	WEBSITE CONSULTANT SERVICES	1,125.00
						Total : 1,125.00
141016	11/20/2025	10545 KIRK'S RADIATOR & AUTO AC INC	47307	55296	VEHICLE REPAIR PART	283.89
						Total : 283.89
141017	11/20/2025	10997 LAKESIDE FIRE PROTECTION	093025CB 9302025NC	55459	FY26 Q1 SLEMSA CLERK OF THE B NURSE COORDINATOR FY26 Q1	5,940.00 20,876.36
						Total : 26,816.36
141018	11/20/2025	10204 LIFE ASSIST INC	2008312 2009114 2009117	55324 55324 55324	EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES	6,373.76 292.20 171.10
						Total : 6,837.06
141019	11/20/2025	13155 LIFETIME DOG TRAINING, LLC	5016		INSTRUCTOR PAYMENT	3,090.00
						Total : 3,090.00
141020	11/20/2025	14742 LOWNDES, BECKY	HL2025		CASH ADVANCE FOR CHANGE FUN	250.00
						Total : 250.00
141021	11/20/2025	10308 O'REILLY AUTO PARTS	2968-318848	55364	VEHICLE SUPPLIES	101.23
						Total : 101.23
141022	11/20/2025	10308 O'REILLY AUTO PARTS	2968-318815 2968-319044 2968-319427	55364 55364 55364	VEHICLE SUPPLIES VEHICLE SUPPLIES VEHICLE REPAIR PARTS	45.19 19.37 24.76
						Total : 89.32
141023	11/20/2025	10344 PADRE DAM MUNICIPAL WATER DIST	90000366; OCT25 90000367; NOV25		GROUP BILL GROUP BILL	42,913.33 31,620.01
						Total : 74,533.34

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141024	11/20/2025	14614 PARADIGM MECHANICAL CORP	113698 113699	55387 55387	HVAC MAINT & REPAIRS HVAC MAINT & REPAIRS	252.84 518.00 Total : 770.84
141025	11/20/2025	14690 PATH INC	Q13JUL25-SEP25	54265	ARPA FUNDED - PATH SD HOMELE	29,962.21 Total : 29,962.21
141026	11/20/2025	10932 PERRY ELECTRIC	1685-3 CIP2024-12 3R	55506	CIP2024-12 STREETLIGHT LED UP RETENTION	153,606.41 -7,680.32 Total : 145,926.09
141027	11/20/2025	13669 PORTILLO CONCRETE, INC	PP 4 PP4R	55208	PROGRESS PAYMENT #4 CIP2024- RETENTION PP#4	41,500.00 -2,075.00 Total : 39,425.00
141028	11/20/2025	12062 PURETEC INDUSTRIAL WATER	2352744 2357092 2357093 2357094	55528 55528 55528 55528	DEIONIZED WATER SERVICE DEIONIZED WATER SERVICE DEIONIZED WATER SERVICE DEIONIZED WATER SERVICE	200.40 25.80 51.22 17.20 Total : 294.62
141029	11/20/2025	15343 QUADIENT FINANCE USA INC	101925		PRIORITY MAIL POSTAGE	151.20 Total : 151.20
141030	11/20/2025	15393 REC CONSULTANTS INC	1996-4	55435	PLAN REVIEW - MISSION GROVE V	3,450.00 Total : 3,450.00
141031	11/20/2025	12828 RICK ENGINEERING COMPANY	0111189	55436	AS-NEEDED ENGINEERING SVCS	297.65 Total : 297.65
141032	11/20/2025	14539 ROGERS ANDERSON MALODY & SCOTT	79031	55369	FY 25/26 AUDIT SERVICES	16,700.00 Total : 16,700.00
141033	11/20/2025	10606 SD COUNTY SHERIFF'S DEPT	SHERIFF SEP 2025		LAW ENFORCEMENT SVCS SEP 20	1,520,528.86 Total : 1,520,528.86
141034	11/20/2025	10768 SANTEE SCHOOL DISTRICT	9861	55370	JOINT USE FIELDS - RIO SECO	706.25

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Voucher List
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Bank code : ubgen

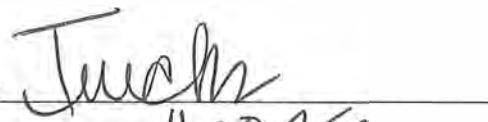
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141034	11/20/2025	10768 10768 SANTEE SCHOOL DISTRICT	(Continued)			Total : 706.25
141035	11/20/2025	14523 SCA OF CA, LLC	CA25003213	55372	STREET SWEEPING SVCS	32,198.14
						Total : 32,198.14
141036	11/20/2025	11072 SHOW STOPPER WAX PRODUCTS	000092	55306	VEHICLE SUPPLIES	197.72
						Total : 197.72
141037	11/20/2025	12223 SITEONE LANDSCAPE SUPPLY LLC	156653336-001	55389	IRRIGATION PARTS	396.39
						Total : 396.39
141038	11/20/2025	10837 SOUTHWEST TRAFFIC SIGNAL	84623	55484	TRAFFIC SIGNAL - USA MARKOUTS	934.20
			84624	55484	TRAFFIC SIGNAL - SERVICE CALLS	2,608.37
			84625	55484	TRAFFIC SIGNAL - KNOCKDOWN M	18,090.77
			84626	55437	STREETLIGHT MAINTENANCE - DIC	1,230.80
			84627	55437	STREETLIGHT MAINTENANCE - EX	856.52
			84628	55437	STREETLIGHT MAINTENANCE - EX	342.46
			84629	55437	STREETLIGHT MAINTENANCE - EX	825.72
			84630	55437	STREETLIGHT MAINTENANCE - EX	85.61
						Total : 24,974.45
141039	11/20/2025	14240 SPICER CONSULTING GROUP	2068	55161	ASSMNT ENG & CFD SVCS FY 24-2	2,818.83
						Total : 2,818.83
141040	11/20/2025	10572 SUNBELT RENTALS INC	171389668-0003	55328	EVENT EQUIPMENT RENTAL	671.67
			171389668-0004	55328	EVENT EQUIPMENT RENTAL	46.28
			175687574-0002	55328	EVENT EQUIPMENT RENTAL	570.17
						Total : 1,288.12
141041	11/20/2025	10555 UNITIS CONTRACTOR SUPPLIES	1057721	55503	TRASH LINERS	12,121.88
						Total : 12,121.88
141042	11/20/2025	10642 USPS-POC	10312025		OCTOBER POSTAGE	902.83
						Total : 902.83
141043	11/20/2025	10475 VERIZON WIRELESS	6128179315; NOV25		CELL PHONE SERVICE	483.66
						Total : 483.66

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141044	11/20/2025	11877 WAXIE SANITARY SUPPLY	83604099	55474	FACILITIES MAINTENANCE SUPPLI	530.67
						Total : 530.67
53 Vouchers for bank code : ubgen						Bank total : 2,141,005.31
53 Vouchers in this report						Total vouchers : 2,141,005.31

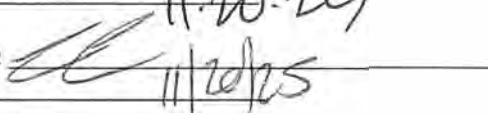
Prepared by:

Date:


11.20.29

Approved by:

Date:


11/20/25

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
51728	11/25/2025	10956 FRANCHISE TAX BOARD	PPE 11/19/25		CA STATE TAX WITHHELD	38,041.35
					Total :	38,041.35
51799	11/25/2025	10955 DEPARTMENT OF THE TREASURY	PPE 11/19/25		FEDERAL WITHHOLDING TAX	114,569.98
					Total :	114,569.98
2 Vouchers for bank code : ubgen						Bank total : 152,611.33
2 Vouchers in this report						Total vouchers : 152,611.33

Prepared by: J. Cook
Date: 11-26-25

Approved by: E. Ball
Date: 11-26-25

11/6/2025 to 11/19/2025-2 Cycle b

<< No Errors / 14 Warnings >>

Gross: 805,281.82
Net: 516,504.05

E Bull
11/24/25
DPE 11/19/25
Paydate 11/20/25

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Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141046	11/26/2025	10001 US BANK	0022231		MATERIALS & SUPPLIES	50.46
			002409		EMPLOYEE RECOGNITION PROGR	20.00
			0033274		MATERIALS & SUPPLIES	365.98
			006627		TEEN CENTER SUPPLIES	79.40
			006761		EMPLOYEE RECOGNITION EVENT	32.38
			009775		EMPLOYEE RECOGNITION PROGR	20.00
			010919		SENIOR SUPPLIES	74.72
			0117014		WELLNESS OCT-25	194.96
			014707		WELLNESS OCT-25	35.91
			014737		3RD GRADE POSTER CONTEST	5.38
			015101		EMPLOYEE RECOGNITION PROGR	40.00
			015415		SENIOR SUPPLIES	37.00
			015452		3RD GRADE POSTER CONTEST	80.00
			018919		BREWS AND BITES SUPPLIES	148.35
			018984		BREWS AND BITES SUPPLIES	47.67
			0203536		FIRE DEPARTMENT BADGE	230.73
			0205596		3RD GRADE POSTER CONTEST	620.00
			0216		LODGING FOR LEAGUE OF CA CITI	1,858.05
			021895		GENERAL EVENT SUPPLIES	18.51
			023733		INTERIM STATION 20	37.68
			0261052		MATERIALS & SUPPLIES - SHADOV	307.06
			028701		BREWS AND BITES SUPPLIES	30.91
			033108		OFFICE SUPPLIES	34.62
			033839		SENIOR PROGRAM SUPPLIES	31.84
			035874		3RD GRADE POSTER CONTEST	113.94
			036290		FIRE DEPT OPEN HOUSE	950.16
			038016		BREWS AND BITES SUPPLIES	25.66
			041881		EMPLOYEE RECOGNITION PROGR	20.00
			043289		ENGINEERING FIELD SUPPLIES	29.95
			045598		STATION SUPPLIES	824.67
			046445		FIRE DEPT OPEN HOUSE	200.75
			046564		TEEN CENTER SUPPLIES	53.86
			048250		INTERIM STATION 20	93.73
			049082		EMPLOYEE RECOGNITION PROGR	25.00
			050455		STATION SUPPLIES	239.08
			053385		PAINT	900.78

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
141046	11/26/2025	10001 US BANK	(Continued)			
			055069		GENERAL EVENT SUPPLIES	28.21
			055493		WELLNESS	77.54
			057385		INTERIM STATION 20	88.26
			060834		TYPE 1	669.42
			062729		WELLNESS	6.44
			063586		FIRE DEPT OPEN HOUSE	56.35
			064460		MEDIC UNIT SUPPLIES	64.59
			066660		BREWS AND BITES SUPPLIES	1,175.00
			068483		TEEN CENTER SUPPLIES	71.83
			070183		3RD GRADE POSTER CONTEST	132.26
			070573		GENERAL EVENT SUPPLIES	59.42
			073170		MATERIALS & SUPPLIES	59.76
			073822		EVENT SUPPLIES	46.07
			076193		EMPLOYEE RECOGNITION PROGR	18.53
			078416		EVENT SUPPLIES	36.58
			082167		INTERIM STATION 20	420.21
			091432		MATERIALS & SUPPLIES	22.54
			09292025		MEMBERSHIP TO CALPELRA	390.00
			09292025		CAL CHIEFS CONFERENCE	1,344.40
			094089		BREWS AND BITES SUPPLIES	19.33
			094945		GENERAL EVENT SUPPLIES	22.11
			095795		INCIDENT DEBRIEFING	193.63
			096324		MEETING SUPPLIES	121.42
			096987		WELLNESS EVENT	43.89
			099196		INTERIM STATION 20	126.30
			1000431457		RECYCLED WATER SITE CERTIFIC.	420.00
			10012025		EVENT PROMOTION	90.00
			10012025		NEOGOV CONFERENCE TRANSPO	27.95
			10012025		PROCARD USED IN ERROR	2.48
			102090434		INSPECTOR SKILLS TRAINING	140.00
			102091491		WEBINAR FOR BUILDING	140.00
			102959.00		CERTIFICATION FOR PLAYGROUN	750.00
			103084.00		PLAYGROUND SAFETY INSPECTOR	750.00
			1109048		GENERAL EVENT SUPPLIES	32.31
			1173862		MATERIALS & SUPPLIES	30.15
			118253793		INTERIM STATION 20	2,769.46

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141046	11/26/2025	10001 US BANK	(Continued)			
			128103174		ENGINEERING SUPPLIES	62.83
			128107383		SUPPLIES - TOOLS	224.44
			13970		MEETING SUPPLIES	19.43
			1-489030		SAFETY EQUIPMENT	55.31
			1-489071		ENGINEERING SUPPLIES	55.31
			149938		EMPLOYEE RECOGNITION PROGR	40.00
			1-568087		VEHICLE REPAIR PART	33.71
			15758		MATERIALS & SUPPLIES	175.47
			15997		CPR RECERTIFICATION	10.50
			16127		CPR RECERTIFICATION	550.00
			16855031		GENERAL EVENT SUPPLIES	50.69
			1707457		MATERIALS & SUPPLIES	18.29
			1740207		OFFICE SUPPLIES	332.95
			1779420		OFFICE SUPPLIES	53.76
			18603457		EMAIL MARKETING SUBSCRIPTION	350.00
			1942097		INTERIM STATION 20	1,556.94
			198279253		INTERIM STATION 20	552.28
			200001687		CAL CHIEFS CONFERENCE	600.00
			2012715		INTERIM STATION 20	544.27
			2029809		OFFICE SUPPLIES	106.59
			2231667		SMALL TOOLS	69.99
			2387466		COMPUTER PART	30.75
			2431429		GENERAL EVENT SUPPLIES	12.92
			2511564		BREWS AND BITES EVENT SUPPLI	62.27
			2511591		SHOP SUPPLIES	55.53
			2523512		MATERIALS & SUPPLIES	97.16
			256077		PARK & LANDSCAPE SUPPLIES	286.38
			2678644		GENERAL EVENT SUPPLIES	28.71
			2694613		MATERIALS & SUPPLIES	141.07
			27001139		SENIOR TRIP - OFF BROADWAY	1,814.40
			2780257		BREWS & BITES SUPPLIES	61.36
			2780257		BREWS & BITES SUPPLIES	72.15
			2780257		BREWS & BITES SUPPLIES	61.36
			2939		PLANNING TRAINING	120.00
			29903293		EVENT FLYERS	64.08
			29921635		BUSINESS CARDS	43.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141046	11/26/2025	10001 US BANK	(Continued)			
			29938052		PICKLEBALL SPONSOR BANNER	41.30
			29938643		HOLIDAY LIGHTING BANNER	60.14
			29943194		OFFICE SUPPLIES	45.60
			29952531		OFFICE SUPPLIES	58.80
			29973582		OFFICE SUPPLIES	45.60
			29979802		OFFICE SUPPLIES	118.12
			2F260426		GROUNDS MAINTENANCE SUPPLII	357.83
			2VP92		BREWS & BITES MARKETING	54.51
			300016972		MEMBERSHIP FEES	145.00
			300016973		MEMBERSHIP FEE	145.00
			3000265		INTERIM STATION 20	377.19
			3004223		OFFICE SUPPLIES	54.93
			300586532		PROMOTIONAL SUPPLIES	203.50
			3010653		MATERIALS & SUPPLIES	141.29
			3063423		OFFICE SUPPLIES	133.60
			306344		MEETING SUPPLIES	134.07
			31679		MSA CONFERENCE LODGING	788.85
			31753		MSA CONFENCE LODGING	788.85
			317947253		INTERIM STATION 20	2,769.46
			318113244		SENIOR TRIP TRANSPORTATION	2,466.00
			31811665		PUBLIC EDUCATION SUPPLIES	379.75
			3226627		BUILDING SUPPLIES	43.34
			327302365-A		COUNTY OF SD RECORDER - GRAI	0.01
			327302365-B		COUNTY OF SD RECORDER - GRAI	0.45
			3322662		OFFICE SUPPLIES	170.34
			3373		EQUIPMENT SUPPLIES	184.09
			3382		EQUIPMENT SUPPLIES	184.09
			3-450014		VEHICLE SUPPLIES	56.72
			34893		SENIOR PROGRAM SUPPLIES	16.74
			3511388		MATERIALS & SUPPLIES	78.99
			3533937		INTERIM STATION 20	354.50
			35-BB25		BREWS & BITES SUPPLIES	86.10
			3903452		GROUNDS MAINTENANCE SUPPLII	32.85
			3985065		MATERIALS & SUPPLIES	192.72
			4010428		SMALL TOOLS	34.65
			4014129		MATERIALS & SUPPLIES	14.59

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141046	11/26/2025	10001 US BANK	(Continued)			
			4053019		ENGINEERING SUPPLIES	13.88
			4150198		APPARATUS SUPPLIES	88.09
			4245		FIRE DEPT OPEN HOUSE	260.47
			4299459		OFFICE SUPPLIES	43.08
			4532472		CITY HALL PLANT SUPPLIES CITY	82.77
			4543712		HALL PLANT SUPPLIES	158.24
			4545420		INTERIM STATION 20	220.19
			455455		MATERIALS & SUPPLIES	127.96
			47207918		SURVEY MONKEY SUBSCRIPTION	468.00
			493332		LODGING FOR LEAGUE CONFEREI	1,858.05
			496256		WELLNESS EVENT	366.85
			5006637		ENGINEERING SUPPLIES	14.77
			5022792		PARKS AND LANDSCAPE SUPPLIE	133.33
			5152		PARMA CONFERENCE REGISTRAT	449.00
			5224349		WELLNESS EVENT	96.90
			5406930		EMPLOYEE RECOGNITION EVENT	231.17
			5504221		CODE SUPPLIES	9.49
			5613385		GENERAL EVENT SUPPLIES	179.51
			5676262		BREWS AND BITES SUPPLIES	60.12
			57514		PUBLIC EDUCATION SUPPLIES	169.00
			5849807		GENERAL EVENT SUPPLIES	10.76
			589027899		LODGING FOR MMASC WOMEN'S C	269.10
			5900.00		CALPELRA CONFERENCE REGISTI	925.00
			6091427		GENERAL EVENT SUPPLIES	102.29
			6220210		BABY CHANGING STATIONS	449.84
			6265856		SMALL TOOLS	748.78
			63510		MATERIALS & SUPPLIES	20.24
			6367447		OFFICE SUPPLIES	11.77
			6376121		PLANNING EVENT REGISTRATION	70.00
			6420340		BREWS AND BITES CUPS	1,564.14
			6428248		BREWS & BITES	646.25
			6428254		BREWS & BITES CUPS	1,154.75
			6522850		INTERIM STATION 20	28.17
			6532261		PARK SUPPLIES	90.23
			6647		EMPLOYEE RECOGNITION PROG	40.00
			671629bd7		FIREFIGHTERS TEXTING SERVICE	40.01

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141046	11/26/2025	10001 US BANK	(Continued)			
			6885066		OFFICE SUPPLIES	68.83
			6938		EMPLOYEE RECOGNITION PROGR	40.00
			7021412		IRRIGATION MATERIALS	22.73
			70421		MATERIALS & SUPPLIES	232.70
			71629bd7		FIREFIGHTERS TEXTING SERVICE	40.04
			718448481		PARKING FEE	48.00
			725		LODGING FOR LEAGUE OF CA CITI	272.77
			7300203		PLANNING SUPPLIES	23.53
			73133		STATION EQUIPMENT	53.31
			7315412		GENERAL EVENT SUPPLIES	109.90
			7325		ICSC WESTERN LODGING	387.34
			7390656		INTERIM STATION 20	624.38
			7536203		OFFICE SUPPLIES	162.66
			758222580		CAL CHIEFS CONFERENCE	600.00
			78195920-A		INTERIM STATION 20	117.80
			78195920-B		INTERIM STATION 20	818.96
			7902664		BREWS & BITES SUPPLIES	62.98
			8011586		MATERIALS & SUPPLIES	58.01
			8011608		MATERIALS & SUPPLIES	21.53
			812028635		MSA ORANGE SHIFT DAY EVENT P.	42.00
			82042-CR #1		INTERIM STATION 20	-8.87
			82042-CR #2		INTERIM STATION 20	-428.97
			82042-CR #3		INTERIM STATION 20	-2,331.62
			826219835		CA FIRE CHIEFS CONFERENCE	17.99
			8280209		PHONES	177.24
			82CBF9		GOOGLE CLOUD SEARCH - WEBSI	0.40
			83189		INTERIM STATION 20	150.81
			84463		INTERIM STATION 20	75.58
			846256		RAIN BOOTS	54.11
			846257		RAINBOOTS	54.11
			8514803		MATERIALS & SUPPLIES	21.26
			8544262		STATION SUPPLIES	340.95
			86279		MATERIALS & SUPPLIES	172.36
			8803455		BREWS & BITES SUPPLIES	77.52
			88708		MATERIALS & SUPPLIES	150.81
			8939458		GENERAL EVENT SUPPLIES	43.09

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141046	11/26/2025	10001 US BANK	(Continued)			
			8969825-A		INTERIM STATION 20	115.66
			8969825-B		INTERIM STATION 20	79.03
			916-4453891		PEST REGULATION EXAM AND LIC	320.00
			9308		OFFICE SIGNAGE	53.88
			93650		STAFF UNIFORMS	509.02
			94323		SMALL TOOLS	166.95
			9533102		MATERIALS & SUPPLIES	94.21
			966292		MATERIALS & SUPPLIES	107.64
			9711417		MISC SUPPLIES	16.16
			9852258		INTERIM STATION 20	25.14
			98863		MATERIALS & SUPPLIES	170.98
			9F53PZ		GIFFORD FIRE	1,448.37
			AMIESY2		CALPELRA CONFERENCE AIRFARE	87.96
			AZYP92		BREWS & BITES MARKETING	61.00
			B45Q92		BREWS & BITES MARKETING	53.00
			bJZVU4zmf7		STAFF TRAINING	175.00
			C4MP92		BREWS & BITES MARKETING	57.00
			CP2WLR		LCW CONFERENCE AIRFARE	303.20
			D0747626P1		MATERIALS & SUPPLIES	60.33
			DE-0004		BREWS & BITES MARKETING	159.16
			DM8077710		BREWS AND BITES SUPPLIES	136.61
			GYFRDX		PARMA CONFERENCE AIRFARE	996.61
			IN006246/2025		STATION SUPPLIES	730.86
			I1NFF0FW89		RECYCLED WATER SITE CERTIFIC.	12.39
			NINDOD		PARMA CONFERENCE AIRFARE	501.60
			RCPDRNFKCT		CPRS CONFERENCE LODGING	1,902.95
			S100481132.001		GROUNDS MAINTENANCE SUPPLI	444.77
			S121875538		MATERIALS & SUPPLIES	128.52
			TJ3GR946Z		3RD GRADE POSTER CONTEST	259.41
			TRPL31-47070		PARK LANDSCAPE SUPPLIES	69.18
			USC19988946		INTERIM STATION 20	2,086.10
			VYUP92		BREWS & BITES MARKETING	14.45
			WH10928634		INTERIM STATION 20	172.38
			WJ93051943-A		INTERIM STATION 20	34.70
			WJ93051943-B		INTERIM STATION 20	578.62
			WN36611644		ENGINEERING SUPPLIES	36.62

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Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141046	11/26/2025	10001 US BANK	(Continued)		MEETING REGISTRATION	722.50
			X4F3K6		NEOGOV CONFERENCE HOTEL	445.59
			XKBNC2			Total : 64,413.80
1	Vouchers for bank code : ubgen				Bank total :	64,413.80
1	Vouchers in this report				Total vouchers :	64,413.80

Prepared by:

Date:

Approved by:

Date:

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Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141047	11/26/2025	12724 AMERICAN FIDELITY ASSURANCE	D911593		VOLUNTARY LIFE INS-AM FIDELITY	4,781.66
					Total :	4,781.66
141048	11/26/2025	12924 COURT-ORDERED DEBT COLLECTIONS	PPE 11/19/25		WITHHOLDING ORDER	379.37
					Total :	379.37
141049	11/26/2025	12722 FIDELITY SECURITY LIFE	167066534		EYEMED - VOLUNTARY VISION	1,062.42
					Total :	1,062.42
141050	11/26/2025	10844 FRANCHISE TAX BOARD	PPE 11/19/25		WITHHOLDING ORDER	241.25
					Total :	241.25
141051	11/26/2025	10508 LIFE INSURANCE COMPANY OF	November 2025		LIFE INSURANCE	3,497.15
					Total :	3,497.15
141052	11/26/2025	14452 MEDICAL AIR SERVICES ASSC	November 2025		MEDICAL AIR TRANSPORT SVCS	137.00
					Total :	137.00
141053	11/26/2025	14458 METROPOLITAN LIFE INSURANCE	87589945		VOLUNTARY LEGAL	609.00
					Total :	609.00
141054	11/26/2025	10784 NATIONAL UNION FIRE INSURANCE	November 2025		VOLUNTARY AD&D	35.05
					Total :	35.05
141055	11/26/2025	10335 SAN DIEGO FIREFIGHTERS FEDERAL	PPE 11/19/25		LONG TERM DISABILITY-SFFA	1,327.50
					Total :	1,327.50
141056	11/26/2025	10424 SANTEE FIREFIGHTERS	PPE 11/19/25		BATT CHIEF-STATION EXPENSE	4,811.93
					Total :	4,811.93
141057	11/26/2025	10776 STATE OF CALIFORNIA	PPE 11/19/25		WITHHOLDING ORDER	449.53
					Total :	449.53
141058	11/26/2025	10776 STATE OF CALIFORNIA	PPE 11/19/25		WITHHOLDING ORDER: PAYMENT	260.30
					Total :	260.30
141059	11/26/2025	14467 TEXAS LIFE INSURANCE COMPANY	SM0F0U20251014001		VOLUNTARY INS RIDERS	499.35

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141059	11/26/2025	14467	14467 TEXAS LIFE INSURANCE COMPANY	(Continued)		Total : 499.35
141060	11/26/2025	10001 US BANK		PPE 11/19/25	PARS RETIREMENT	1,234.32
141061	11/26/2025	14600 WASHINGTON STATE SUPPORT		PPE 11/19/25	WITHHOLDING ORDER	641.53
15 Vouchers for bank code : ubgen						Bank total : 19,967.36
15 Vouchers in this report						Total vouchers : 19,967.36

Prepared by: J. Tuck
Date: 11/26/25

Approved by: E. Bell
Date: 11/26/25

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141062	11/26/2025	10003 A & B SAW & LAWNMOWER SHOP	4607	55281	EQUIPMENT REPAIR PARTS	355.98
					Total :	355.98
141063	11/26/2025	14241 ALL-AMERICAN LEADERSHIP	20556	55536	TRAINING SUBSCRIPTION	12,000.00
					Total :	12,000.00
141064	11/26/2025	10010 AIS TRUST ACCOUNT NEWPORT	3307384		EVENT INSURANCE	1,640.00
					Total :	1,640.00
141065	11/26/2025	10510 AMAZON WEB SERVICES, INC	2384459321		AMAZON CLOUD SERVICES	108.20
					Total :	108.20
141066	11/26/2025	11445 AMERICAN MESSAGING	L1072898ZK		FD PAGER SERVICE	229.97
					Total :	229.97
141067	11/26/2025	15360 ASHBURN, NIKKI	11122025NA 11122025NA2 11142025		MILEAGE REIMBURSEMENT MILEAGE REIMBURSMENT MILEAGE REIMBURSEMENT	5.18 6.65 3.85
					Total :	15.68
141068	11/26/2025	10516 AWARDS BY NAVAJO	1025297 1025319	55284	NAMETAGS NAME PLATE AND DESK STAND	23.71 22.62
					Total :	46.33
141069	11/26/2025	10924 BATTISTI, JEREMY	36028		EMPLOYEE REIMBURSEMENT	200.00
					Total :	200.00
141070	11/26/2025	14781 BENAVIDES, MANUEL	008768		EMPLOYEE REIMBURSEMENT	166.37
					Total :	166.37
141071	11/26/2025	11402 CARROLL, JUDI	12012025-96		MEADOWBROOK HARDSHIP PROG	106.42
					Total :	106.42
141072	11/26/2025	10032 CINTAS CORPORATION 694	4246560557 4247295456 4248027023 4248039975	55335 55335 55335 55335	MISC SHOP RENTALS MISC SHOP RENTALS MISC SHOP RENTALS STATION SUPPLIES	75.09 88.99 75.09 54.55

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141072	11/26/2025	10032 CINTAS CORPORATION 694	(Continued)			Total : 293.72
141073	11/26/2025	12328 CINTAS CORP. #2	5294442001 5298929402	55478 55478	FIRST-AID KIT SERVICE FIRST-AID KIT SERVICE	551.34 552.98 Total : 1,104.32
141074	11/26/2025	10050 CITY OF EL CAJON	3058		JPA MEMBER FEES - FY26 Q2	121,270.00 Total : 121,270.00
141075	11/26/2025	11409 CLAYTON, SYLVIA	12012025-340		MEADOWBROOK HARSHSHIP PROC	106.42 Total : 106.42
141076	11/26/2025	15152 COAR DESIGN GROUP	23127	55464	FIRE STATION ASSESSMENT	6,800.00 Total : 6,800.00
141077	11/26/2025	10358 COUNTY OF SAN DIEGO	26CTOFSAN04 26CTOFSASN04	55425 55441	SHERIFF RADIOS 800 MHZ NETWORK ACCESS	2,806.00 2,440.00 Total : 5,246.00
141078	11/26/2025	15413 COUNTYWIDE MECHANICAL SYSTEMS	76890 77108	55384 55384	PLUMBING REPAIRS & RELATED M PLUMBING REPAIRS & RELATED M	942.89 2,172.00 Total : 3,114.89
141079	11/26/2025	10333 COX COMMUNICATIONS	052335901; NOV25 064114701; NOV25		8950 COTTONWOOD AVE 8115 ARLETTE ST	198.12 195.11 Total : 393.23
141080	11/26/2025	13129 DAVID TURCH AND ASSOCIATES	110625	55415	HIGHWAY 52 COALITION	5,000.00 Total : 5,000.00
141081	11/26/2025	12655 DELL MARKETING LP	10842998142	55526	COMPUTER EQUIPMENT	4,459.04 Total : 4,459.04
141082	11/26/2025	11406 DODDS, DANIEL	010562		EMPLOYEE REIMBURSEMENT	250.00 Total : 250.00
141083	11/26/2025	15651 EAGLE PAVING CO LLC	CIP2025-02 3P CIP2025-02 3R	55338	PROGRESS PAYMENT #3 - CITYWIDE RETENTION	469,332.22 -23,466.61

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141083	11/26/2025	15651 15651 EAGLE PAVING CO LLC	(Continued)			Total : 445,865.61
141084	11/26/2025	12593 ELLISON WILSON ADVOCACY, LLC	2025-11-06	55418	LEGISLATIVE ADVOCACY SERVICE	1,500.00
						Total : 1,500.00
141085	11/26/2025	10009 FIRE ETC	202443	55524	FIREFIGHTING EQUIPMENT	4,393.61
						Total : 4,393.61
141086	11/26/2025	15168 FOSTER, MATTHEW	111325		MILEAGE REIMBURSEMENT	37.66
						Total : 37.66
141087	11/26/2025	10202 FURTADO, DANIEL	4903402		EMPLOYEE REIMBURSEMENT	200.00
						Total : 200.00
141088	11/26/2025	15878 GENERAL COATINGS CORP	13063		REFUND OF INV-00013063	112.00
						Total : 112.00
141089	11/26/2025	15433 GENERAL CODE LLC	PG000043648	55559	MUNICIPAL CODE CODIFICATION S	225.50
						Total : 225.50
141090	11/26/2025	12638 GEORGE HILLS COMPANY INC	INV1033113	55466	ADMIN-LIABILITY CLAIMS	1,541.67
						Total : 1,541.67
141091	11/26/2025	12495 GROSSMONT UNION	08-0209		COMMUNITY OUTREACH - STARLIC	500.00
						Total : 500.00
141092	11/26/2025	14833 INTERWEST CONSULTING GROUP	2690707	55471	FY 25/26 BUILDING EXPERT CONSI	6,745.00
						Total : 6,745.00
141093	11/26/2025	10120 KEARNY PEARSON FORD	2081991	55323	VEHICLE REPAIR PARTS	279.58
						Total : 279.58
141094	11/26/2025	10204 LIFE ASSIST INC	1648936 2005333	55324 55324	EMS SUPPLIES EMS SUPPLIES	259.68 2.26
						Total : 261.94
141095	11/26/2025	15376 NESVIG, CHRISTINE	11122025		MILEAGE REIMBURSMENT	6.72
						Total : 6.72

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141096	11/26/2025	14614 PARADIGM MECHANICAL CORP	113647	55387	HVAC MAINT & REPAIRS	234.36
					Total :	234.36
141097	11/26/2025	11442 PATTERSON, EDWARD	12012025-225		MEADOWBROOK HARDSHIP PROG	106.42
					Total :	106.42
141098	11/26/2025	10092 PHOENIX GROUP INFO SYSTEMS	072025031	55346	FY 25/26 PARKING CITE PROCESS	905.99
					Total :	905.99
141099	11/26/2025	15140 PRECISION GARAGE DOOR SERVICE	205921632	55512	FIRE STATION RADIO RECEIVERS	1,258.96
					Total :	1,258.96
141100	11/26/2025	10903 PRESSUREWASHER.NET	25-1094		EQUIPMENT REPAIR PART	26.40
					Total :	26.40
141101	11/26/2025	13903 SAM-SANTEE, LLC	G1313		REFUNDABLE DEPOSIT G-1313	106,655.68
					Total :	106,655.68
141102	11/26/2025	10407 SAN DIEGO GAS & ELECTRIC	34223805628; NOV25 79900685777; NOV25		ROW / MEDIAN (GAS) BALLFIELDS; FACILITIES; PARKS	222.02 33,914.61
					Total :	34,136.63
141103	11/26/2025	13061 SAN DIEGO HUMANE SOCIETY &	NOV-25	55408	ANIMAL CONTROL SERVICES	39,881.00
					Total :	39,881.00
141104	11/26/2025	10110 SECTRAN SECURITY INC	25110634	55348	FY 25/26 ARMORED CAR TRANSPC	165.96
					Total :	165.96
141105	11/26/2025	13206 SHARP BUSINESS SYSTEMS DIVISIO	9005565054		COPY CHARGES	9.71
					Total :	9.71
141106	11/26/2025	12223 SITEONE LANDSCAPE SUPPLY LLC	158523665-001 159147267-001 159226950-001 159349842-001 159351308-001 159560357-001 159705776-001	55389 55389 55389 55389 55389 55389 55389	IRRIGATION PARTS IRRIGATION PARTS IRRIGATION PARTS IRRIGATION PARTS IRRIGATION PARTS IRRIGATION PARTS IRRIGATION PARTS	2,325.39 70.39 549.97 750.18 37.54 350.84 343.90

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141106	11/26/2025	12223 SITEONE LANDSCAPE SUPPLY LLC	(Continued)			
			159865271-001	55389	IRRIGATION PARTS	85.82
			159926664-001	55389	IRRIGATION PARTS	62.08
			159934316-001	55389	IRRIGATION PARTS	352.70
			159977644-001	55389	IRRIGATION PARTS	656.48
			159994439-001	55389	IRRIGATION PARTS	178.61
					Total :	5,763.90
141107	11/26/2025	11403 ST JOHN, LYNNE	12012025-78		MEADOWBROOK HARSHSHIP PROG	106.42
					Total :	106.42
141108	11/26/2025	10217 STAPLES ADVANTAGE	6046398686	55438	OFFICE SUPPLIES	36.84
			6046398688	55438	OFFICE SUPPLIES	150.23
					Total :	187.07
141109	11/26/2025	10027 STATE OF CALIFORNIA	002581		FINGERPRINT APPS	96.00
					Total :	96.00
141110	11/26/2025	10749 STATE WATER RESOURCES	SW-0323482		WATER RESOURCES PERMIT FEE	27,293.00
					Total :	27,293.00
141111	11/26/2025	10119 STEVEN SMITH LANDSCAPE INC	4036	55374	A 2 LANDSCAPE SERVICES	22,586.88
			4037	55375	A 3 LANDSCAPE SERVICES	12,545.30
			4055	55374	A 2 LANDSCAPE SERVICES	1,776.90
			4065	55374	A 2 LANDSCAPE SERVICES	1,969.60
			4071	55374	A 2 LANDSCAPE SERVICES	220.00
			4072	55374	A 2 LANDSCAPE SERVICES	220.00
			4079	55374	A 2 LANDSCAPE SERVICES	247.50
			4080	55374	A 2 LANDSCAPE SERVICES	220.00
			4090	55374	A 2 LANDSCAPE SERVICES	247.50
			4091	55374	A 2 LANDSCAPE SERVICES	220.00
			4098	55374	A 2 LANDSCAPE SERVICES	440.00
					Total :	40,693.68
141112	11/26/2025	12477 STREAMLINE AUTOMATION	2025-98	55551	ANNUAL SUBSCRIPTION	2,749.00
					Total :	2,749.00
141113	11/26/2025	10572 SUNBELT RENTALS INC	175644130-0001	55328	EQUIPMENT RENTAL	567.23

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141113	11/26/2025	10572 SUNBELT RENTALS INC	(Continued)			
			175687574-0003	55328	EVENT EQUIPMENT RENTAL	260.83
			175687574-0004	55328	EVENT EQUIPMENT RENTAL	260.83
			176114387-0001	55328	EQUIPMENT RENTAL	205.85
					Total :	1,294.74
141114	11/26/2025	15776 TEAMCIVX LLC	4102	55513	FUNDING FEASIBILITY ASSESSMEI	7,500.00
					Total :	7,500.00
141115	11/26/2025	13242 WITMER PUBLIC SAFETY GROUP	INV775937	55537	FIREFIGHTING EQUIPMENT	3,900.54
					Total :	3,900.54
141116	11/26/2025	14354 TRILOGY MEDWASTE WEST, LLC	1840476	55394	BIOMEDICAL WASTE DISPOSAL	276.54
			1840477	55394	BIOMEDICAL WASTE DISPOSAL	276.45
					Total :	552.99
141117	11/26/2025	10133 UNDERGROUND SERVICE ALERT	1020250710	55439	DIG ALERT - MONTHLY TICKETS	260.00
			25-261523	55439	DIG ALERT - STATE FEES	59.83
					Total :	319.83
141118	11/26/2025	10550 UNIFORMS PLUS INC	103125	55351	WEARING APPAREL	684.04
					Total :	684.04
141119	11/26/2025	12480 UNITED SITE SERVICES	114-14121544	55423	PORTABLE TOILET RENTAL/SERVIC	352.58
			114-14144376	55423	PORTABLE TOILET RENTAL/SERVIC	1,861.41
			114-14149235	55423	PORTABLE TOILET RENTAL/SERVIC	198.04
			114-14149394	55423	PORTABLE TOILET SERVICE	180.00
			114-14152302	55423	PORTABLE TOILET SERVICE	126.66
			INV-5718979	55423	PORTABLE TOILET RENTAL/SERVIC	135.54
					Total :	2,854.23
141120	11/26/2025	11305 VELOCITY TRUCK CENTERS	RA290041667:01	55534	ENGINE REPAIR ON UNIT #V166	19,280.34
					Total :	19,280.34
141121	11/26/2025	10475 VERIZON WIRELESS	6128179316		WIFI SERVICE	1,220.31
					Total :	1,220.31
141122	11/26/2025	10799 VOSBURGH, TODD	40570C		EMPLOYEE REIMBURSEMENT	200.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
141122	11/26/2025	10799 10799 VOSBURGH, TODD	(Continued)			Total : 200.00
141123	11/26/2025	11877 WAXIE SANITARY SUPPLY	83573521	55474	FACILITIES MAINTENANCE SUPPLI	402.19
					Total :	402.19
141124	11/26/2025	10136 WEST COAST ARBORISTS INC	235269	55395	URBAN FORESTRY MANAGEMENT	1,520.00
					Total :	1,520.00
141125	11/26/2025	15832 WEST COAST TURF	INV204518	55539	SOD - SHADOW HILL PARK	456.75
					Total :	456.75
64 Vouchers for bank code : ubgen						Bank total : 925,032.00
64 Vouchers in this report						Total vouchers : 925,032.00

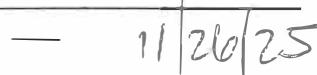
Prepared by:

Date:


11/26/25

Approved by:

Date:


11/26/25

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Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
6281521	11/28/2025	14704 457 MISSIONSQUARE	PPE 11/19/25		ICMA - 457	46,551.20
						Total : 46,551.20
6482432	11/28/2025	14705 RHS MISSIONSQUARE	PPE 11/19/25		RETIREE HSA	5,124.87
						Total : 5,124.87
2	Vouchers for bank code : ubgen					Bank total : 51,676.07
2	Vouchers in this report					Total vouchers : 51,676.07

Prepared by: J. Ball
Date: 12-1-25

Approved by: E. Ball
Date: 12-3-25

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PPE 12/31/25

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Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11254	12/1/2025	10353 PERS	11 25 4		RETIREMENT PAYMENT	158,784.32
						Total : 158,784.32
1 Vouchers for bank code : ubgen						Bank total : 158,784.32
1 Vouchers in this report						Total vouchers : 158,784.32

Prepared by: J. Tuck
Date: 12-5-25

Approved by: E. Balle
Date: 12-5-25

MEETING DATE

December 10, 2025

ITEM TITLE APPROVAL OF THE EXPENDITURE OF \$97,351.16 FOR NOVEMBER 2025 LEGAL SERVICES**DIRECTOR/DEPARTMENT** Heather Jennings, Finance *HJ***SUMMARY**

Legal services invoices proposed for payment for the month of November 2025 total \$97,351.16 as follows:

1) General Retainer Services	\$ 18,431.00
2) Labor & Employment	-
3) Litigation & Claims	5,053.00
4) Special Projects - General Fund	52,794.36
5) Special Projects – Other Funds	3,814.40
6) Third-Party Reimbursable Projects	<u>17,258.40</u>
Total	<u>\$ 97,351.16</u>

FINANCIAL STATEMENT

Account Description: Legal Services

General Fund:	AMOUNT	BALANCE
Adopted Budget	\$ 923,170.00	
Revised Budget	923,170.00	
Prior Expenditures	(381,672.59)	
Current Request	(76,278.36)	\$ 465,219.05

Other Funds (excluding third-party reimbursable items):

Adopted Budget	\$ 35,000.00
Revised Budget	35,000.00
Prior Expenditures	(10,609.05)
Current Request	(3,814.40)

CITY ATTORNEY REVIEW N/A Completed**RECOMMENDATION** *WV*

Approve the expenditure of \$97,351.16 for November 2025 legal services and reimbursable costs.

ATTACHMENTS

1. Legal Services Billing Summary November 2025
2. Legal Services Billing Recap FY 2025-26



LEGAL SERVICES BILLING SUMMARY
NOVEMBER 2025

Attachment 1

DESCRIPTION	CURRENT AMOUNT	INVOICE NUMBER	NOTES
Retainer	\$ 18,431.00	1046545	
1001.00.1201.51020	<u>18,431.00</u>		
Labor & Employment:			
1001.00.1201.51020	<u>-</u>		
Litigation & Claims:			
Litigation & Claims	1,221.80	1046546	
Lee Receivership	119.20	1046553	
Keith Receivership	1,685.60	1046563	
Hope for the Homeless Lakeside Inc.	2,026.40	1046560	
1001.00.1201.51020	<u>5,053.00</u>		
Special Projects (General Fund):			
Community Oriented Policing	8,081.96	1046547	
Annual Municipal Code Update	15,257.60	1046554	
CEQA Special Advice	2,890.60	1046565	
General Elections	327.80	1046549	
Prop 218	596.00	1046550	
Parcel 4 Hotel	625.80	1046551	
Advanced Records Center Services for PRA	20,276.40	1046555	
Cannabis	715.20	1046556	
Special Training	1,490.00	1046557	
Surplus Land Act/Real Property Special Advice	1,698.60	1046559	
Housing and Planning Legal Support	834.40	1046552	
1001.00.1201.51020	<u>52,794.36</u>		
Mobile Home Rent Control Commission	89.40	1046548	2901.04.4106.51020
SLEMSA JPA	745.00	1046558	5505.00.1901.51020
Financial System Upgrade Contract	2,920.40	1046562	*cip72451.20.05
SD River Fire Mitigation	59.60	1046561	*cip72452.10.05
	<u>3,814.40</u>		
Third-Party Reimbursable:			
MSCP Subarea Plan	617.40	1046564	spp1704a.10.05
HomeFed Litigation 4	88.20	1046570	tm22001a.10.05
Redevelopment of Carlton Oaks Golf Course	12,700.80	1046566	tm19001a.10.05
Summit Townhomes	882.00	1046568	tm23003a.10.05
City Ventures Cottonwood and Park	2,970.00	1046569	grd2504a.20.05
	<u>17,258.40</u>		
Total	<u>\$ 97,351.16</u>		

LEGAL SERVICES BILLING RECAP
FY 2025-26

Attachment 2

Category	Adopted Budget	Revised Budget	Previously Spent Year to Date	Available Balance	Mo./Yr.	Current Request Amount
General Fund:						
General / Retainer	\$ 223,170.00	\$ 223,170.00	\$ 73,805.15	\$ 149,364.85	Nov-25	\$ 18,431.00
Labor & Employment	70,000.00	70,000.00	30,336.40	39,663.60	Nov-25	-
Litigation & Claims	200,000.00	200,000.00	27,119.16	172,880.84	Nov-25	5,053.00
Special Projects	430,000.00	430,000.00	250,411.88	179,588.12	Nov-25	52,794.36
Total	\$ 923,170.00	\$ 923,170.00	\$ 381,672.59	\$ 541,497.41		\$ 76,278.36

Other City Funds:

MHFP Commission	\$ 10,000.00	\$ 10,000.00	\$ 3,695.45	\$ 6,304.55	Nov-25	\$ 89.40
SLEMSA JPA	5,000.00	5,000.00	655.60	4,344.40	Nov-25	745.00
Financial System Upgrade	20,000.00	20,000.00	1,639.00	18,361.00	Nov-25	2,920.40
SD River Fire Mitigation	-	-	4,619.00	(4,619.00)	Nov-25	59.60
Total	\$ 35,000.00	\$ 35,000.00	\$ 10,609.05	\$ 24,390.95		\$ 3,814.40

Third-Party Reimbursable:

Total	\$ 69,957.75	\$ 17,258.40
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Total Previously Spent to Date	
FY 2025-26	
General Fund	\$ 381,672.59
Other City Funds	10,609.05
Applicant Deposits or Grants	69,957.75
Total	\$ 462,239.39

Total Proposed for Payment	
General Fund	\$ 76,278.36
Other City Funds	3,814.40
Applicant Deposits or Grants	17,258.40
Total	\$ 97,351.16



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 5

MEETING DATE December 10, 2025

ITEM TITLE SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AMENDING TITLE 10 (VEHICLES AND TRAFFIC) OF THE SANTEE MUNICIPAL CODE TO ESTABLISH REGULATIONS OF THE USE OF ELECTRIC BICYCLES BY CHILDREN UNDER 12 AND ON SIDEWALKS

DIRECTOR/DEPARTMENT James Jeffries, City Clerk

SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved by unanimous vote at a Regular City Council Meeting on Wednesday, November 12, 2025. The Ordinance is now presented for Second Reading by title only and adoption.

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

ENVIRONMENTAL REVIEW

This Ordinance is not a project subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15378, as it is an administrative activity of government and the Ordinance does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment. Even if the amendments are considered a project under CEQA, they are exempt from CEQA review pursuant to State CEQA Guidelines section 15061(b)(3) as the Ordinance does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment.

FINANCIAL STATEMENT *(Handwritten signature)*

The proposed Ordinance has no direct financial impact on the City budget. Indirect impacts include Marketing Staff time to develop and distribute informational material about e-bike safety and the City's regulations regarding e-bikes and the additional time required of law enforcement officers to record and track information required by State law related to violations of the ordinance.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *(Handwritten signature)*

Conduct the Second Reading and adopt the Ordinance Amending Title 10 of the Santee Municipal Code.

ATTACHMENTS

Ordinance

Agenda Item 9 from November 12, 2025, Council meeting



ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
AMENDING TITLE 10 (VEHICLES AND TRAFFIC) OF THE SANTEE MUNICIPAL
CODE TO ESTABLISH REGULATIONS OF THE USE OF ELECTRIC BICYCLES BY
CHILDREN UNDER 12 AND ON SIDEWALKS**

WHEREAS, the City Council of the City of Santee wishes to adopt rules regarding the use of electric bicycles by children under the age of 12 within the City; and

WHEREAS, article XI, section 5 of the California Constitution and Government Code Section 37100 authorize the legislative body of a city to pass ordinances not in conflict with the Constitution and laws of the State or the United States; and

WHEREAS, Assembly Bill 2234, codified at CVC section 21214.7, authorizes local governments in San Diego County to adopt pilot program ordinances prohibiting children under 12 years of age from operating Class 1 or Class 2 electric bicycles, as defined in CVC Section 312.5, subject to certain requirements; and

WHEREAS, amendments to the Santee Municipal Code (SMC) are exempt from environmental review under the California Environmental Quality Act because they are regulatory and enforcement measures that will not result in any direct or indirect physical impacts on the environment, and under California Code of Regulations, title 14, section 15321, which exempts enforcement of laws, general rules, standards, and objectives administered or adopted by the agency from environmental review; and

WHEREAS, the City Council conducted first reading of the proposed revisions to the SMC on November 12, 2025; and

WHEREAS, the City Council scheduled and held a second reading of proposed SMC revisions on December 10, 2025.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The above recitations are true and correct.

Section 2. Santee Municipal Code Title 10 (City Traffic Code) is amended as follows:

A. Section 10.02.020 (Definitions) of the City Traffic Code is amended to add the following definitions, in alphabetical order:

“Bicycle” has the same meaning as in California Vehicle Code § 231, which is a device upon which a person may ride, propelled exclusively by human power, through a belt, chain, or gears, and having one or more wheels. “Bike” shall have the same meaning as “bicycle” and the terms may be used interchangeably.

ORDINANCE NO. _____

“Electric bicycle” has the same meaning as in California Vehicle Code § 312.5(a), which is a bicycle equipped with fully operable pedals and an electric motor that does not exceed 750 watts of power. “E-Bike” shall have the same meaning as “electric bicycle” and the terms may be used interchangeably.

“Class 1 electric bicycle” has the same meaning as in California Vehicle Code § 312(a)(1).

“Class 2 electric bicycle” has the same the meaning as in California Vehicle Code § 312.5(a)(2).

“Class 3 electric bicycle” has the same meaning as in California Vehicle Code Section 312.5(a)(3).

B. Sections 10.22.015 and 10.22.016 are added to the City Traffic Code to read as follows:

§ 10.22.015. Minimum age to operate Class 1 or Class 2 electric bicycles.

Until January 1, 2029, unless otherwise extended by the California Legislature:

- A. No person under 12 years of age may operate or ride a Class 1 or Class 2 electric bicycle within the City.
- B. No person shall knowingly permit a person under 12 years of age to operate a Class 1 or Class 2 electric bicycle within the City.
- C. It shall be unlawful for any person to violate or fail to comply with §§ 10.22.015(A) or (B).
- D. A violation of §§ 10.22.015(A) or (B) shall be punishable as follows.
 1. For the first 60 days after the prohibition comes into effect, a warning notice.
 2. After the first 60 days, a violation of §§ 10.22.015(A) or (B) shall be an infraction with a fine of \$25.
 - a. A record of the action shall not be transmitted to the court and a fee shall not be imposed upon a citation for this infraction if the parent or legal guardian of the person who violated the prohibition delivers proof to the issuing agency

ORDINANCE NO. _____

within 120 days after the citation was issued that the person has completed an electric bicycle safety and training program pursuant to Section 894 of the Streets and Highways Code.

3. If an un-emancipated minor violates this chapter, a parent or legal guardian with control or custody of the minor shall be jointly and severally liable with the minor for the amount of the fine imposed.

§ 10.22.016. Electric Bicycles on sidewalks.

It is unlawful for any person to ride or operate an electric bicycle on any sidewalk within the City where the City Engineer has posted a sign prohibiting such use.

Section 3. This Ordinance shall become effective thirty (30 days) after its adoption.

Section 4. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law, and this Ordinance shall be construed in light of that intent.

Section 5. The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law.

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Santee, California, on the 12th day of November 2025, and thereafter **ADOPTED** at a Regular Meeting of the City Council held on this 10th day of December 2025, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Attachment

Item 9

MEETING DATE November 12, 2025

ITEM TITLE INTRODUCTION AND FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AMENDING TITLE 10 (VEHICLES AND TRAFFIC) OF THE SANTEE MUNICIPAL CODE TO ESTABLISH REGULATIONS OF THE USE OF ELECTRIC BICYCLES BY CHILDREN UNDER 12 AND ON SIDEWALKS

DIRECTOR/DEPARTMENT Shawn Hagerty, City Attorney

SUMMARY

At the request of the City Council, the City Attorney and staff have prepared an e-bike ordinance to address specific provisions related to rider age and sidewalk use. The discussion began earlier this summer following a public comment expressing concerns about e-bike safety. In response, the City Attorney presented an informational report outlining recent changes in state law. After reviewing that report, the City Council directed the City Attorney and staff to return with a proposed ordinance for consideration.

The initial draft ordinance was presented to the City Council at the September 10, 2025, City Council meeting. The City Council's direction was to bring back a more narrowly focused ordinance that addresses the key issues of rider age limits and the City Engineer's discretion regarding e-bike use on sidewalks. This report and proposed ordinance reflect that direction.

Effective as of January 1, 2025, Assembly Bill 2234, known as the San Diego Electric Bicycle Safety Pilot Program, authorizes local agencies within the County of San Diego to adopt ordinances that prohibit a person under 12 years of age from operating a Class 1 or Class 2 electric bicycle through January 1, 2029.

If adopted, an ordinance authorized by AB 2234 will add an additional tool to the vehicle and traffic regulations already in place and enforceable in the City of Santee. Existing regulations include those found in the California Vehicle Code and those already established in the Santee Municipal Code. Representatives of the San Diego County Sheriff's Office will attend the City Council meeting to address existing state laws, and E-Bike Safety materials published by the Sheriff's Office are attached.

The Ordinance offered for first reading would:

- Define "bicycle" and "electronic bicycle" in conformity with the Vehicle Code
- Prohibit children under 12 from operating a Class 1 or Class 2 e-bike
- Authorize the City Engineer to prohibit e-bikes on designated sidewalks
- Impose the penalties defined by AB 2234 for violations by under-aged e-bike riders





CITY OF SANTEE

COUNCIL AGENDA STATEMENT

In addition, if adopted, AB 2234 imposes two related conditions on its implementation:

1. The County of San Diego will be required to submit a detailed report to the Legislature by January 1, 2028, that includes, among other things, the total number of traffic stops initiated for a violation of the ordinance, the results of those traffic stops, the actions taken by a peace officer during a traffic stop, and other relevant information.
2. The City will be required to administer a public information campaign for at least 30 calendar days prior to the enactment of the Ordinance, including but not limited to public announcements in major media outlets and press releases. The City's Marketing Division is prepared to implement and oversee the public information effort and invites direction from City Council.

ENVIRONMENTAL REVIEW

This Ordinance is not a project subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15378, as it is an administrative activity of government and the Ordinance does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment. Even if the amendments are considered a project under CEQA, they are exempt from CEQA review pursuant to State CEQA Guidelines section 15061(b)(3) as the Ordinance does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment.

FINANCIAL STATEMENT

The proposed Ordinance has no direct financial impact on the City budget. Indirect impacts include Marketing Staff time and the additional time required of law enforcement officers to record the required information related to violations of the ordinance.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *WK*

1. Introduce and conduct the First Reading of an Ordinance Amending Title 10 of the Santee Municipal Code; and
2. Set and conduct the Second Reading of Ordinance Amending Title 10 of the Santee Municipal Code for December 10, 2025.

ATTACHMENT

Staff Report

Assembly Bill 2234

San Diego County Sheriff's Office E-Bike Safety Tips

Sample Notice of Citation

Ordinance



STAFF REPORT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AMENDING TITLE 10 (VEHICLES AND TRAFFIC) OF THE SANTEE MUNICIPAL CODE TO ESTABLISH REGULATIONS OF THE USE OF ELECTRIC BICYCLES BY CHILDREN UNDER 12 AND ON SIDEWALKS

November 12, 2025

Assembly Bill 2234

Effective as of January 1, 2025, Assembly Bill 2234, known as the San Diego Electric Bicycle Safety Pilot Program, authorizes local agencies within the County of San Diego to adopt ordinances that prohibit a person under 12 years of age from operating a Class 1 or Class 2 electric bicycle through January 1, 2029.

Current City and State Regulations

If adopted, an Ordinance authorized by AB 2234 will provide an additional tool to the vehicle and traffic regulations already in place and enforceable in the City of Santee. Existing regulations include those found in the California Vehicle Code and those already established in the Santee Municipal Code. For context, these existing regulations, including available penalties, include:

- **City Traffic Code:**

§ 10.22.010 Bicycles on sidewalks.

It is unlawful for any person to operate a bicycle or scooter in a manner that blocks any sidewalk, driveway, pedestrian ramp, trail, or access to buildings and businesses unless the Director has authorized such operation.

§ 10.22.020 Skateboards and similar devices.

It is unlawful for any person to ride any skateboard, scooter, roller skates, toy vehicle or similar device:

- A. On any roadway in the City of Santee.
- B. On any sidewalk in the City of Santee in such proximity to vehicles or pedestrians as to create a hazard to those vehicles, pedestrians, the operator, or other persons.
- C. On any public plaza, in any business district, or any private parking lot or property open to the public where signs forbidding such activities are displayed.

§ 10.22.080 Motorcycle use on trails.

It is unlawful for any person to operate any motorcycle or power cycle on any riders' and hikers' trail within the City.

§ 8.08.280 Walkways.

- A. It is unlawful for any person to ride or drive a bicycle, motorcycle, automobile or any other vehicle in any location in a City park or recreation area other than on an automobile road or trail designated to accommodate such vehicles. Bicycles are permitted on walkways and trails within City parks when designated by the Director.
- B. It is unlawful for any person to obstruct the free travel of pedestrians on any walk, road or avenue, or of vehicles on automobile roads.

• **Examples of relevant state law that is applicable in the City:**

- An electric bike is a bicycle. (CVC §231)
- All bikes and classes of e-bikes are exempt from the motor vehicle financial responsibility, driver's license, and license plate requirements that apply to vehicles such as cars and motorcycles.
- Riders of bikes and e-bikes under 18 must wear a helmet. (CVC § 21212).
- Riders under 16 cannot operate a class 3 e-bike (CVC § 21213(a)).
- Riders and passengers on class 3 e-bikes must wear a helmet. (CVC § 21213(b)).
- No double riding. (CVC § 21204).
- Riders of bikes and e-bikes on highways and Class 1 bikeways must follow the same traffic laws as drivers of vehicles. (CVC§21200(a) and (b)).
- Bikes and e-bikes must be properly sized and equipped for conditions and location. (CVC § 21201).
- Riders of bikes and e-bikes on roadways must ride as close to the right-hand curb as practicable (CVC § 21012).
- A local authority or governing body of a public agency that has jurisdiction over an equestrian trail or hiking or recreation trail may prohibit, by ordinance, the operation of an electric bicycle or any class of electric bicycle on that trail. (CVC § 21207.5(b)).

- The operation of “*motorized scooters*” is governed and may be regulated by similar laws. (CVC § 407.5 (definition) and §§ 21220-21235). Highlights include:
 - May operate on a bike path or trail or bikeway unless prohibited by local ordinance (CVC § 21230).
 - May not operate on a sidewalk, except as necessary to enter or leave adjacent property (CVC § 21235(g)).
 - Must have a brake (CVC § 21235(a)).
 - Subject to speed limits based on location (CVC § 21235(b)).
 - Operators under 18 must wear an helmet (CVC § 21235(c)).
 - Operators must have a valid driver’s license or instruction permit (CVC § 21235(d)).
 - No passengers are allowed (CVC § 21235(d)).
- “Electrically motorized boards” may only be operated by people 16 years and older, require helmets, and are subject to speed limits and requirements based upon location and conditions. (CVC § 313.5 (definition) and §§ 21290 – 21296).
- “Motorcycles”, “motor-driven cycles”, “Motorized bicycles” and “mopeds” are not the same as bikes and e-bikes and are subject to different laws. (CVC §§ 400, 405, 406, 407; § 21207.5)

What Assembly Bill 2234 both allows and requires the City to do:

AB 2234 authorizes the City to prohibit kids under 12 years of age from operating a Class 1 or Class 2 electric bicycle through January 1, 2029. In addition, it imposes additional requirements on the City that must be met. These include:

1. AB 2234 defines the penalties that can be assessed to under-aged e-bike riders:
 - For the first 60 days following the adoption of an ordinance, violations are punishable only by a warning notice.
 - After the initial 60 days, violations are punishable by a fine of \$25.
 - Fines can be avoided if within 120 days of citation, parents submit proof that the under-aged rider completed an electric bicycle safety and training program.
 - The parents or legal guardians of un-emancipated minors who violate the ordinance can be held jointly and severally liable with the minor for the amount of the fine imposed.

- **Note 1:** these penalties align with the penalties for failure to wear a helmet.
- **Note 2:** these penalties apply only to riders of class 1 and class 2 e-bikes who are under the age of 12. Standard traffic code penalties will apply to violations of other e-bike laws and regulations.

2. AB 2234 requires the County of San Diego to submit a detailed report to the Legislature by January 1, 2028, that includes, among other things, the total number of traffic stops initiated for a violation of the ordinance, the results of those traffic stops, the actions taken by a peace officer during a traffic stop, and other relevant information.
3. AB 2234 requires the city to administer a public information campaign for at least 30 calendar days prior to the enactment of the ordinance, including but not limited to public announcements in major media outlets and press releases.

Proposed Municipal Code Updates:

The ordinance provision authorized by AB 2234 align with the City's Traffic Code provisions set forth in Title 10 of the Santee Municipal Code. The proposed changes are as follows:

- A. **Section 10.02.020 (Definitions)** of the City Traffic Code is **amended** to add the following definitions, in alphabetical order:

“Bicycle” has the same meaning as in California Vehicle Code § 231, which is a device upon which a person may ride, propelled exclusively by human power, through a belt, chain, or gears, and having one or more wheels. “Bike” shall have the same meaning as “bicycle” and the terms may be used interchangeably.

“Electric bicycle” has the same meaning as in California Vehicle Code § 312.5(a), which is a bicycle equipped with fully operable pedals and an electric motor that does not exceed 750 watts of power. “E-Bike” shall have the same meaning as “electric bicycle” and the terms may be used interchangeably.

“Class 1 electric bicycle” has the same meaning as in California Vehicle Code § 312(a)(1).

“Class 2 electric bicycle” has the same the meaning as in California Vehicle Code § 312.5(a)(2).

“Class 3 electric bicycle” has the same meaning as in California Vehicle Code Section 312.5(a)(3).

B. **Sections 10.22.015 and 10.22.016 are added to the City Traffic Code to read as follows:**

§ 10.22.015. Minimum age to operate Class 1 or Class 2 electric bicycles.

Until January 1, 2029, unless otherwise extended by the California Legislature:

- A. No person under 12 years of age may operate or ride a Class 1 or Class 2 electric bicycle within the City.
- B. No person shall knowingly permit a person under 12 years of age to operate a Class 1 or Class 2 electric bicycle within the City.
- C. It shall be unlawful for any person to violate or fail to comply with §§ 10.22.015(A) or (B).
- D. A violation of §§ 10.22.015(A) or (B) shall be punishable as follows.
 1. For the first 60 days after the prohibition comes into effect, a warning notice.
 2. After the first 60 days, a violation of §§ 10.22.015(A) or (B) shall be an infraction with a fine of \$25.
 - a. A record of the action shall not be transmitted to the court and a fee shall not be imposed upon a citation for this infraction if the parent or legal guardian of the person who violated the prohibition delivers proof to the issuing agency within 120 days after the citation was issued that the person has completed an electric bicycle safety and training program pursuant to Section 894 of the Streets and Highways Code.
 3. If an un-emancipated minor violates this chapter, a parent or legal guardian with control or custody of the minor shall be jointly and severally liable with the minor for the amount of the fine imposed.

§ 10.22.016: Electric Bicycles on sidewalks.

It is unlawful for any person to ride or operate an electric bicycle on any sidewalk within the City where the City Engineer has posted a sign prohibiting such use.

Public Information Campaign

The City's Marketing Division is prepared to launch a comprehensive public information campaign utilizing multiple communication channels upon ordinance adoption. Outreach will include posts across all City social media platforms, e-blasts to subscribers, and informational postings at parks, trails, and key public facilities. Materials such as handouts will be distributed at City Hall and local businesses, complemented by a press release, digital flyers shared through the Santee School District's PeachJar system, and reminder messages on SanteeTV. Additional messaging will be featured on the City's website, including a dedicated FAQ section for residents. The campaign will also include targeted digital advertising and coordination with local media outlets to maximize community reach and engagement.

Next Steps

1. Introduce and conduct the First Reading of an Ordinance Amending Title 10 of the Santee Municipal Code; and
2. Set and conduct the Second Reading of Ordinance Amending Title 10 of the Santee Municipal Code for December 10, 2025.

**AB-2234 Vehicles: electric bicycles. (2023-2024)**

SHARE THIS:

Date Published: 09/30/2024 02:00 PM

Assembly Bill No. 2234**CHAPTER 823**

An act to add and repeal Section 21214.7 of the Vehicle Code, relating to vehicles.

[Approved by Governor September 28, 2024. Filed with Secretary of State September 28, 2024.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2234, Boerner. Vehicles: electric bicycles.

Existing law defines an electric bicycle and classifies electric bicycles into 3 classes with different restrictions. Under existing law, a "class 1 electric bicycle" is a bicycle equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour. Under existing law, a "class 2 electric bicycle" is a bicycle equipped with a motor that may be used exclusively to propel the bicycle and is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour. Under existing law, a "class 3 electric bicycle" is a bicycle equipped with a speedometer and a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour. Existing law prohibits a person under 16 years of age from operating a class 3 electric bicycle.

This bill, the San Diego Electric Bicycle Safety Pilot Program, would, until January 1, 2029, authorize a local authority within the County of San Diego, or the County of San Diego in unincorporated areas, to adopt an ordinance or resolution that would prohibit a person under 12 years of age from operating a class 1 or 2 electric bicycle. For the first 60 days following the adoption of an ordinance or resolution for this purpose, the bill would make a violation of the ordinance or resolution punishable by a warning notice. After 60 days, the bill would make a violation of the ordinance or resolution punishable by a fine of \$25, except as specified. This bill would make a parent or legal guardian with control or custody of an unemancipated minor who violates the ordinance or resolution jointly and severally liable with the minor for the amount of the fine imposed. The bill would, if an ordinance or resolution is adopted, require the county to, by January 1, 2028, submit a report to the Legislature that includes, among other things, the total number of traffic stops initiated for a violation of the ordinance or resolution, the results of those traffic stops, and the actions taken by a peace officer during a traffic stop, as specified. The bill would require a local authority or county to administer a public information campaign for at least 30 calendar days prior to the enactment of the ordinance or resolution, as specified.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 21214.7 is added to the Vehicle Code, to read:

21214.7. (a) This section shall be known, and may be cited, as the San Diego Electric Bicycle Safety Pilot Program.

(b) A local authority within the County of San Diego, or the County of San Diego in unincorporated areas, may, by ordinance or resolution, prohibit a person under 12 years of age from operating a class 1 or 2 electric bicycle.

(c) (1) A violation of an ordinance or resolution adopted pursuant to this section shall be punishable as follows:

(A) For the first 60 days after the prohibition comes into effect, a warning notice.

(B) After the first 60 days, a violation of the ordinance or resolution shall be an infraction punishable by a fine of twenty-five dollars (\$25).

(2) A record of the action shall not be transmitted to the court and a fee shall not be imposed upon a citation for this infraction if the parent or legal guardian of the person who violated the prohibition delivers proof to the issuing agency within 120 days after the citation was issued that the person has completed an electric bicycle safety and training program pursuant to Section 894 of the Streets and Highways Code.

(3) If an unemancipated minor violates an ordinance or resolution adopted pursuant to this section, a parent or legal guardian with control or custody of the minor shall be jointly and severally liable with the minor for the amount of a fine imposed pursuant to this subdivision.

(d) (1) If an ordinance or resolution is adopted pursuant to this section, the county shall, by January 1, 2028, submit a report to the Legislature that includes all of the following:

(A) The total number of traffic stops initiated for a violation of the ordinance or resolution adopted pursuant to this section.

(B) The results of those traffic stops, including whether a warning or citation was issued, property was seized, or an arrest was made.

(C) The number of times a person was stopped for allegedly operating a class 1 or class 2 electric bicycle while under 12 years of age but was found to be over the age limit.

(D) If a warning or citation was issued, a description of the warning or the violation cited.

(E) If an arrest or traffic stop was made, the offense cited by the officer for the arrest or traffic stop and the perceived race or ethnicity, gender, and approximate age of the person stopped, provided that the identification of these characteristics is solely based on the observation and perception of the peace officer who initiated the traffic stop.

(F) The actions taken by a peace officer during a traffic stop, including, but not limited to, all of the following:

(i) Whether the peace officer asked for consent to search the person and, if so, whether consent was provided.

(ii) Whether the peace officer searched the person or property, and, if so, the basis for the search and the type of contraband or evidence discovered.

(iii) Whether the peace officer seized property and, if so, the type of property that was seized and the basis for seizing the property.

(G) The number of times a person opted to complete, and did complete, the training course in lieu of paying the fine.

(H) The number of times that a person under 12 years of age was operating an electric bicycle and was involved in a crash that resulted in a permanent, serious injury, as defined in Section 20001, or a fatality in the six months prior to the adoption of the ordinance or resolution, the cause of the crash, and the class of the electric bicycle that was being operated at the time of the crash.

(I) The number of times that a person under 12 years of age was operating an electric bicycle and was involved in a crash that resulted in a permanent, serious injury, as defined in Section 20001, or a fatality

after the adoption of the ordinance or resolution, the cause of the crash, and the class of the electric bicycle that was being operated at the time of the crash.

(2) A report submitted pursuant to this section shall be submitted in compliance with Section 9795 of the Government Code.

(e) A local authority shall administer a public information campaign for at least 30 calendar days prior to the enactment of an ordinance or resolution adopted pursuant to this section, which shall include public announcements in major media outlets and press releases.

(f) This section shall remain in effect only until January 1, 2029, and as of that date is repealed.



SAN DIEGO COUNTY
SHERIFF'S OFFICE

E-BIKE SAFETY TIPS

California designates three classes of electric bicycles. Knowing the class of your electric bicycle will tell you where and how you can ride.



	Pedal Bike	Class 1	Class 2	Class 3
Pedal assist		●	●	●
Throttle			●	
Max speed	Speed limit	20 mph	20 mph	28 mph
Minimum age	None	None	None	16
Driver's license	No	No	No	No
Helmet required	Under 18	Under 18	Under 18	All ages
Helmet recommended	All ages	All ages	All ages	All ages



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SAN DIEGO COUNTY SHERIFF'S OFFICE

E-BIKE SAFETY



Passengers

Only allowed on bikes specifically made for additional riders. E-Bikes must have a seat for passengers and often have footrests for passengers.



Where to ride

Ride in the same direction as traffic. Use bike lanes when available. Do not ride on sidewalks or in crosswalks.



Signs & signals

Obey all traffic signs and signals. Come to a complete stop at signs. Look before turning.



Safety

Wear a properly fastened helmet that is certified for the type of bike you are riding.

The "sharrow" means the lane is too narrow for bikes and cars to travel side by side. If there are no marked bike lanes or sharrows present, bicyclists have a right to share the road.



Riders 17 years and under MUST wear a helmet



ALL - traffic lights, stop signs, signs, and signals apply to All road users, including E-Bikes.



Cyclists MUST ride to the right edge of the road as practical.



Sidewalks and crosswalks are meant for pedestrians.

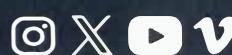


Riding against the flow of traffic is prohibited.



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SAN DIEGO COUNTY
SHERIFF'S OFFICE

E-BIKE OR E-MOTORCYCLE?

E-BIKE CLASSIFICATIONS



**CLASS 1:
PEDAL ASSIST**
MAX 20 MPH
HELMET REQUIRED
UNDER 18



**CLASS 2:
THROTTLE ASSIST**
MAX 20 MPH
HELMET REQUIRED
UNDER 18



**CLASS 3:
PEDAL ASSIST**
MAX 28 MPH
*16+ YEARS OLD TO RIDE
HELMET REQUIRED FOR
ALL AGES

***IT IS AGAINST THE LAW IN CALIFORNIA TO MODIFY OR TAMPER WITH ELECTRIC BICYCLES IN A WAY THAT CHANGES THE SPEED CAPABILITY, UNLESS THE RIDER ALSO CHANGES THE BIKE'S LABELED CLASSIFICATION PER CVC 24016(D).**

MOTORCYCLE LICENSE REQUIRED



MOPED/MOTORIZED BICYCLE MAX
30 MPH
CLASSIFIED AS A VEHICLE
DL REQUIRED AND
M1 ENDORSEMENT



MOTORCYCLE/MOTOR DRIVEN
CYCLE SADDLE OR SEAT, NO PEDALS
MANY E-MOTORCYCLES LOOK
SIMILAR TO DIRT BIKES



***SOME E-MOTORCYCLES HAVE AFTERMARKET KITS USED TO DISGUISE THEM AS E-BICYCLES (ADDING FAKE PEDALS). THE MOTORCYCLES LACK REQUIREMENTS OF BICYCLES AND E-BIKES FOR LEGAL ON-ROAD USE, INCLUDING HAVING SPEED AND POWER LIMITS THAT EXCEED LEGAL LIMITS FOR ELECTRIC BIKES.**

MOPEDS, MOTORIZED BICYCLES, E-MOTORCYCLES, AND MOTOR-DRIVEN CYCLES ARE VEHICLES AND, THEREFORE MAY BE TOWED OR IMPOUNDED.

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SAN DIEGO COUNTY
SHERIFF'S OFFICE

E-MOTORCYCLES ARE NOT E-BIKES UNDERSTANDING THE DIFFERENCE

E-Bikes:

Pedal Assist and Throttle: E-Bikes are bicycles equipped with an electric motor that assists with pedaling or provides throttle power.

Speed Limits: Classified into three categories:

- Class 1: Pedal-assist only, max speed of 20 mph.
- Class 2: Throttle-assisted, max speed of 20 mph.
- Class 3: Pedal-assist only, max speed of 28 mph.

Usage: E-bikes are allowed on bike paths, lanes, and some trails, depending on local regulations. Riders of Class 3 E-Bikes must wear helmets and be at least 16 years old.

No License Required: E-Bikes do not require a driver's license, registration, or insurance.



E-Motorcycles:

Full Motor Power: E-Motorcycles are fully electric motor-powered vehicles designed for higher speeds without the need for pedaling.

Higher Speed and Power: Capable of much higher speeds than E-Bikes, E-Motorcycles typically exceed the 28 mph limit of Class 3 E-Bikes.

Usage: Approved motorized trails and Off Highway Vehicle (OHV) recreation areas.

License Required: E-Motorcycles are not generally street legal. Operation on a roadway requires a valid motorcycle license, registration from the California DMV, as well as insurance.



Where Can You Ride?

E-Bikes: Generally allowed on bike paths, bike lanes, and trails where regular bicycles are permitted. Class 3 e-bikes have more restrictions.

E-Motorcycles: Approved motorized trails and Off Highway Vehicle (OHV) recreation areas. They are not allowed on bike paths, bike lanes, or non-motorized trails. It's important to understand the differences between E-Bikes and E-Motorcycles to ensure you're riding in the right places and following the law. Always check local regulations for the latest information.

FOLLOW US:

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SAN DIEGO COUNTY SHERIFF'S DEPARTMENT NOTICE OF CITIATION

Date: _____

Your child, _____, was stopped and issued Citation # _____ (copy attached) by a Deputy Sheriff for a violation(s) of the California Vehicle Code or City Municipal Code _____.

There are two (2) options to resolve this:

Option 1

Diversion (per 21212 CVC) – Attend a local bicycle safety course either in person or virtually. Obtain a certification of completion for the course or other evidence you have completed the course which must be signed by a parent or guardian and emailed to Diversion.NorthCoastal@sdsheriff.gov. Once the information is received, it will be reviewed, and you will be sent an email that Diversion has been successfully completed. Upon completion (within 120 days of the citation date) the citation WILL NOT be sent to Traffic court and no further action will be required. If, however, Diversion is not completed within the allotted time, the citation will be forwarded to Traffic Court.

The San Diego Bike Coalition website is a great source of information by searching “Smart Cycling Classes” at sdbikecoalition.org/Smart-cycling/.

The California Highway Patrol offers information as well at <https://www.chp.ca.gov/programs-services/programs/california-motorcyclist-safety/motorcycles-and-similar-vehicles>.

Option 2

If Option 1 is not exercised, the citation will be forwarded to the San Diego County Traffic Court and instructions will be mailed by the court on how to appear or otherwise manage the citation.

If you have any question, comments or other concerns, please feel free to reach out via email Diversion.NorthCoastal@sdsheriff.gov. Please include the citation number, name, date of birth, and a call back number in which to reach you.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
AMENDING TITLE 10 (VEHICLES AND TRAFFIC) OF THE SANTEE MUNICIPAL
CODE TO ESTABLISH REGULATIONS OF THE USE OF ELECTRIC BICYCLES BY
CHILDREN UNDER 12 AND ON SIDEWALKS**

WHEREAS, the City Council of the City of Santee wishes to adopt rules regarding the use of electric bicycles by children under the age of 12 within the City; and

WHEREAS, article XI, section 5 of the California Constitution and Government Code Section 37100 authorize the legislative body of a city to pass ordinances not in conflict with the Constitution and laws of the State or the United States; and

WHEREAS, Assembly Bill 2234, codified at CVC section 21214.7, authorizes local governments in San Diego County to adopt pilot program ordinances prohibiting children under 12 years of age from operating Class 1 or Class 2 electric bicycles, as defined in CVC Section 312.5, subject to certain requirements; and

WHEREAS, amendments to the Santee Municipal Code (SMC) are exempt from environmental review under the California Environmental Quality Act because they are regulatory and enforcement measures that will not result in any direct or indirect physical impacts on the environment, and under California Code of Regulations, title 14, section 15321, which exempts enforcement of laws, general rules, standards, and objectives administered or adopted by the agency from environmental review; and

WHEREAS, the City Council conducted first reading of the proposed revisions to the SMC on November 12, 2025; and

WHEREAS, the City Council scheduled and held a second reading of proposed SMC revisions on December 10, 2025.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The above recitations are true and correct.

Section 2. Santee Municipal Code Title 10 (City Traffic Code) is amended as follows:

A. Section 10.02.020 (Definitions) of the City Traffic Code is amended to add the following definitions, in alphabetical order:

“Bicycle” has the same meaning as in California Vehicle Code § 231, which is a device upon which a person may ride, propelled exclusively by human power, through a belt, chain, or gears, and having one or more wheels. “Bike” shall have the same meaning as “bicycle” and the terms may be used interchangeably.

ORDINANCE NO. _____

“Electric bicycle” has the same meaning as in California Vehicle Code § 312.5(a), which is a bicycle equipped with fully operable pedals and an electric motor that does not exceed 750 watts of power. “E-Bike” shall have the same meaning as “electric bicycle” and the terms may be used interchangeably.

“Class 1 electric bicycle” has the same meaning as in California Vehicle Code § 312(a)(1).

“Class 2 electric bicycle” has the same the meaning as in California Vehicle Code § 312.5(a)(2).

“Class 3 electric bicycle” has the same meaning as in California Vehicle Code Section 312.5(a)(3).

B. Sections 10.22.015 and 10.22.016 are added to the City Traffic Code to read as follows:

§ 10.22.015. Minimum age to operate Class 1 or Class 2 electric bicycles.

Until January 1, 2029, unless otherwise extended by the California Legislature:

- A. No person under 12 years of age may operate or ride a Class 1 or Class 2 electric bicycle within the City.
- B. No person shall knowingly permit a person under 12 years of age to operate a Class 1 or Class 2 electric bicycle within the City.
- C. It shall be unlawful for any person to violate or fail to comply with §§ 10.22.015(A) or (B).
- D. A violation of §§ 10.22.015(A) or (B) shall be punishable as follows.
 1. For the first 60 days after the prohibition comes into effect, a warning notice.
 2. After the first 60 days, a violation of §§ 10.22.015(A) or (B) shall be an infraction with a fine of \$25.
 - a. A record of the action shall not be transmitted to the court and a fee shall not be imposed upon a citation for this infraction if the parent or legal guardian of the person who violated the prohibition delivers proof to the issuing agency

ORDINANCE NO. _____

within 120 days after the citation was issued that the person has completed an electric bicycle safety and training program pursuant to Section 894 of the Streets and Highways Code.

3. If an un-emancipated minor violates this chapter, a parent or legal guardian with control or custody of the minor shall be jointly and severally liable with the minor for the amount of the fine imposed.

§ 10.22.016. Electric Bicycles on sidewalks.

It is unlawful for any person to ride or operate an electric bicycle on any sidewalk within the City where the City Engineer has posted a sign prohibiting such use.

Section 3. This Ordinance shall become effective thirty (30 days) after its adoption.

Section 4. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law, and this Ordinance shall be construed in light of that intent.

Section 5. The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law.

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Santee, California, on the 12th day of November 2025, and thereafter **ADOPTED** at a Regular Meeting of the City Council held on this 10th day of December 2025, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 6

MEETING DATE

December 10, 2025

ITEM TITLE RESOLUTIONS OF THE CITY OF SANTEE DECLARING INTENTION TO VACATE REAL PROPERTY AS EXCESS RIGHT-OF-WAY (VAC-2025-0001) BY SETTING A TIME AND PLACE FOR A PUBLIC HEARING AND DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT SUCH REAL PROPERTY IS EXEMPT SURPLUS LAND AND FINDING THE ACTION IS NOT A PROJECT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") OR IS OTHERWISE EXEMPT FROM CEQA: LOCATION: 701 PARK CENTER DRIVE

DIRECTOR/DEPARTMENT

Carl Schmitz, Engineering

SUMMARY

City of Santee owns approximately .26 acres of real property near Park Center Drive (TM2024-0002 – Paseo Townhomes) that Staff has evaluated and determined to be excess right-of-way no longer needed for present or future City uses (the "Property"). The Property can be vacated without inhibiting access to public right-of-way or utility easements.

Vacation of the Property will relieve the City of its maintenance burden and will allow the owner of the adjacent parcel to develop its private property. In fact, on February 26, 2025, City Council conditioned development of the adjacent property on vacation of the Property as part of Resolution No. 017-2025 at Section 3(F)(11)(e). The proposed vacation is intended to alleviate the burden of City maintenance of this excess area and promote orderly development.

Streets and Highways Code Section 8300 et seq. establishes a procedure for vacating right-of-way that is no longer needed for present or future use. The first step in the procedure is to adopt a resolution of intent to vacate the right-of-way and set a public hearing on the vacation. The date for the public hearing must be at least 15 days after the City Council initiates vacation proceedings and must allow adequate time for the City to publish successive notices, post notices, and issue written notices. This item requests the Council to adopt a resolution of intent to vacate the excess right-of-way as shown on Exhibit "A" and Exhibit "B" of the Resolutions.

Because the City owns the Property in fee simple, it must also comply with the Surplus Land Act, Government Code section 54220 et seq., ("SLA") prior to disposing of the Property. Staff has determined the property qualifies for exemptions pursuant to Government Code section 54221(f)(1)(B) and section 54221(f)(1)(E) because it is less than one-half acre in area and not contiguous to state or local agency property used for open-space or low and moderate income housing and because it is prior right-of-way to be conveyed to an adjacent owner. As a result, this item also requests Council to adopt a second resolution declaring the Property to be "exempt surplus land" and authorizing all further action necessary to comply with SLA Guidelines.

ENVIRONMENTAL REVIEW

Adoption of the Resolution of Intent to Vacate area along Park Center Drive is not a "project" under the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"), as it is an administrative activity of government and does not have the potential to result in a direct or reasonably foreseeable indirect physical change in the environment. (State CEQA





CITY OF SANTEE

COUNCIL AGENDA STATEMENT

Guidelines, § 15378.) Even if the City's action is considered a project under CEQA, it is exempt from environmental review under State CEQA Guidelines Section 15061(b)(3) as the activity does not have the potential for causing a significant effect on the environment.

FINANCIAL STATEMENT

X

There is no financial impact from this action.

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION

WK

1. Adopt attached Resolution of the City Council of the City of Santee declaring its intention to vacate property (VAC-2025-0001) and setting a time and place for a public hearing and finding the action is not a project subject to CEQA review; and
2. Adopt the attached Resolution of the City Council of City of Santee declaring is the Property to be exempt surplus land and finding that such declaration is not a project subject to CEQA review.

ATTACHMENTS

Resolution of Intent to Vacate

Resolution of exempt surplus land not subject to CEQA

Exhibit A – Legal Description

Exhibit B - Plat



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE DECLARING ITS
INTENTION TO VACATE EXCESS RIGHT-OF-WAY (VAC-2025-0001) AND
SETTING A TIME AND PLACE FOR A PUBLIC HEARING
LOCATION: 701 PARK CENTER DRIVE**

WHEREAS, the City of Santee (the "City") owns in fee simple approximately .26 acres of real property near Park Center Drive in the City of Santee known as a portion of APN 381-032-07 and more fully described in attached Exhibits "A" and "B" (the "Property"); and

WHEREAS, City staff has determined that the Property is excess right-of-way that is no longer necessary for current or future City uses; and

WHEREAS, vacating the Property to a private owner will remove the burden of maintenance from the City and will promote orderly development; and

WHEREAS, City Resolution No. 017-2025, Section 3(F)(11)(e) conditions new development on property adjacent to the Property on vacation of the Property; and

WHEREAS, the City has the authority to initiate street vacation proceedings pursuant to Streets and Highways Code section 8300 *et seq.*; and

WHEREAS, the process for vacating excess right-of-way is initiated by setting a time and place for a public hearing on the vacation.

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

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution and findings of the City Council.

SECTION 2. It is the City's intention to initiate the process for vacating the Property depicted and described in Exhibit "A" and Exhibit "B" as excess-right-of way.

SECTION 3. The City hereby sets a public hearing on the proposed vacation of the Property for January 24, 2026 at 6:30 p.m., or as soon thereafter as the matter may be heard, at the Council Chambers, City Hall, 10601 Magnolia Avenue, Santee, CA 92071. At the conclusion of the public hearing, the City Council shall determine, from all evidence submitted, whether or not the Property is necessary for present or prospective public use.

SECTION 4. The actions authorized by this Resolution do not qualify as a "project" under as defined by Section 15378 of the California Environmental Quality Act ("CEQA") Guidelines, California Code of Regulations, Title 14, Chapter 3, because they do not have the potential for resulting in direct or indirect physical change to the environment. , directly or indirectly).

SECTION 5. The City Clerk is hereby directed to post this Resolution of Intention and publish notices of the public hearing, pursuant to the requirements of California Streets & Highway Code Section 8300 *et seq.*

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 10th day of December 2025, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK

Attachment: Exhibit "A" – Legal Description
 Exhibit "B" – Plat

EXHIBIT A
LEGAL DESCRIPTION
CITY OF SANTEE

Being a portion of the Lands of the City of Santee as described in the Grant Deed document number 1994-0443325, San Diego County Official Records, recorded on July 15, 1994, being a portion of Parcel 1 as shown on the Parcel Map No. 12651, filed April 1, 1983. More Particularly described as follows:

Beginning at the Southeast corner of said Parcel 1, thence along the east boundary of said Parcel 1, North 00°16'36" East, 319.82 feet;

Thence leaving the said east boundary, North 89°39'55" West, 22.04 feet, more or less, to the eastern right of way of Park Center Drive;

Thence along the said right of way, South 00°17'59" West, 76.30 feet, to a curve to the right;

Thence southerly along the said curve with a radius of 535.00 feet, included angle of 19°22'24", for an arc length of 180.90 feet;

Thence South 19°40'23" West, 69.97 feet, to a point on the southern boundary of said Parcel 1;

Thence along the said southern boundary of Parcel 1, South 89°39'55" East, 75.67 feet, more or less to the Point of Beginning.

Containing 11,606 sq ft, more or less

Attached hereto and made a part of this legal description is a plat labeled Exhibit "B".

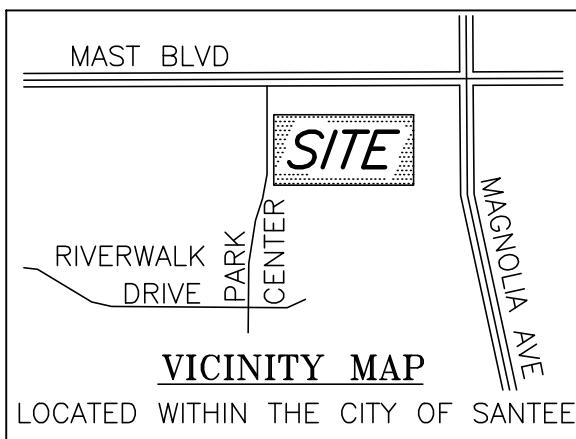
This description was prepared by me or under my direction in October 2025

RAM

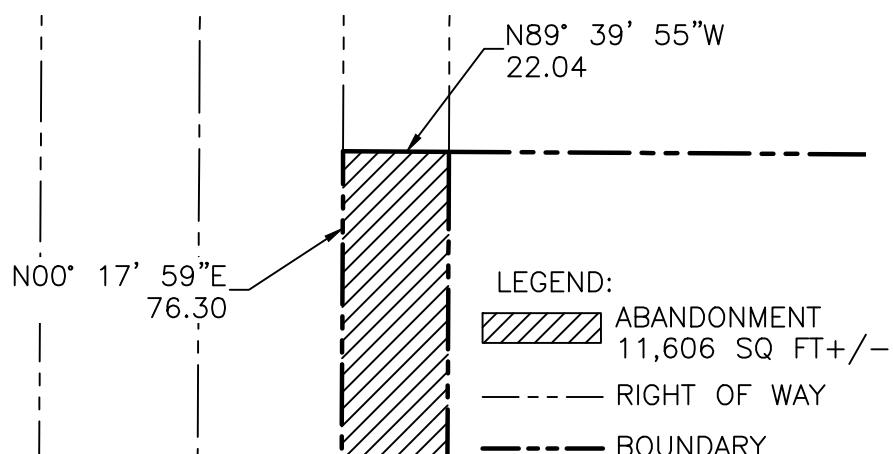
Richard A Maddock, PLS 8131

Nov 20, 2025
Date:



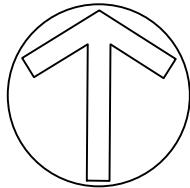


PARCEL 1
PARCEL MAP No. 12651



L=180.90, R=535.00, D=019°22'24"

LANDS OF THE
CITY OF SANTEE
DOC 1994-0443325
APN 381-032-029



0 40 80 Feet



LANDS OF
SANTEE 5 INV. LLC.
DOC 2024-0118552.

N00° 16' 36"E
319.82

P A R K

D R

W

F T

D E

6

3

3

POINT OF
BEGINNING

S89° 39' 55"E
75.67

EXHIBIT B

ABANDONMENT

LANDS OF CITY OF SANTEE
DOC 1994-0443325

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE DECLARING
PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT SUCH REAL
PROPERTY IS EXEMPT SURPLUS LAND AND FINDING THE ACTION IS NOT A
PROJECT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
("CEQA") OR IS OTHERWISE EXEMPT FROM CEQA
LOCATION: 701 PARK CENTER DRIVE**

WHEREAS, the City of Santee (the "City") owns in fee simple approximately .26 acres of real property near Park Center Drive in the City of Santee known as a portion of APN 381-032-07 and more fully described in Exhibits "A" and "B", which are attached and incorporated for all purposes (the "Property"); and

WHEREAS, the Property measures 21,780 square feet, less than one half acre, and is not contiguous to land owned by a state or local agency that is used for open-space or low and moderate-income housing purposes; and

WHEREAS, City staff has determined that the Property is excess right-of-way that is no longer necessary for current or future City uses, and City Council has initiated the formal street and highway vacation process for the Property, pursuant to the Streets and Highways Code; and

WHEREAS, the Surplus Land Act, Government Code sections 54220 *et seq.* (the "Act"), applies when a local agency disposes of "surplus land" as that term is defined by Government Code section 54221; and

WHEREAS, the Property is "surplus land" under the Act, because it is land owned in fee simple by the City for which the City Council will take formal action (in the form of adoption of this resolution) in a regular public meeting declaring that the land is surplus and is not necessary for the City's use; and

WHEREAS, property may be declared exempt surplus land if it is less than one-half acre in area and it is not contiguous to state or local agency property used for open-space or low- and moderate-income housing (Government Code section 54221(f)(1)(B)); and

WHEREAS, the Property is less than one half acre in area because it is approximately .26 acres in size; and

WHEREAS, the Property is not contiguous to land owned by a state or local agency used for open-space or low- and moderate-income housing purposes; and

WHEREAS, the Property is contiguous to land used for road purposes (Park Center Drive), which is bordered on its other, western, side by a drainage channel pursuant to City Resolution No. 058-2004 with a design capacity for a 100-year storm; and

WHEREAS, the Property is not zoned as open-space; and

WHEREAS, property may also be declared exempt surplus land if it is former right-of-way conveyed to an owner of adjacent property (Government Code section 54221(f)(1)(E)); and

WHEREAS, the Property can be vacated without inhibiting access to public right-of-way or utility easements; and

WHEREAS, once the statutory vacation process is complete, the City intends to transfer the Property to the adjacent property owner in accordance with City Resolution No. 017-2025; and

WHEREAS, none of the characteristics listed under Government Code section 54221(f)(2) apply to the Property.

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

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution and findings of the City Council.

SECTION 2. The City Council hereby finds that 1) the Property is no longer necessary for the City's use, 2) the Property is approximately .26 acres in area and is therefore smaller than one-half acre in area, 3) the Property is not contiguous to land owned by a state or local agency that is used for open-space or for low and moderate income housing purposes, 4) the Property is a former right-of-way, 5) the City has initiated formal vacation action; 6) the City intends to transfer the Property to an adjacent property owner upon completion of the vacation process, and 7) none of the characteristics listed under Government Code section 54221(f)(2) apply to the Property.

SECTION 3. The City Council therefore declares that the Property is exempt surplus land pursuant to sections 54221(f)(1)(B) and 54221(f)(1)(E) of the Act.

SECTION 4. The actions authorized by this Resolution do not qualify as a "project" under CEQA Guidelines sections 15378(a) and (b)(5) because they do not have a potential for resulting in either a direct physical change or a reasonably foreseeable indirect physical change in the environment and because "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" are expressly excluded from the definition of a "project." Even if this Resolution is considered a "project", the declaration of the Property as exempt surplus land is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), as the activity does not have the potential for causing a significant effect on the environment. The action to designate the Property as exempt surplus land constitutes an organizational or administrative activity that will not result in a physical change in the environment, and it therefore is not subject to CEQA. This Resolution does not constitute a binding commitment to any particular use of the Property.

SECTION 5. The City Manager or designee is hereby authorized and directed to send a copy of this Resolution to the California Department of Housing and Community Development in accordance with the requirements of Section 400(e) of the Surplus Land Act Guidelines.

SECTION 6. If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Santee City Council, held on 10th day of December 2025, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK

Attachment: Exhibit "A" – Legal Description
Exhibit "B" – Plat

EXHIBIT A
LEGAL DESCRIPTION
CITY OF SANTEE

Being a portion of the Lands of the City of Santee as described in the Grant Deed document number 1994-0443325, San Diego County Official Records, recorded on July 15, 1994, being a portion of Parcel 1 as shown on the Parcel Map No. 12651, filed April 1, 1983. More Particularly described as follows:

Beginning at the Southeast corner of said Parcel 1, thence along the east boundary of said Parcel 1, North 00°16'36" East, 319.82 feet;

Thence leaving the said east boundary, North 89°39'55" West, 22.04 feet, more or less, to the eastern right of way of Park Center Drive;

Thence along the said right of way, South 00°17'59" West, 76.30 feet, to a curve to the right;

Thence southerly along the said curve with a radius of 535.00 feet, included angle of 19°22'24", for an arc length of 180.90 feet;

Thence South 19°40'23" West, 69.97 feet, to a point on the southern boundary of said Parcel 1;

Thence along the said southern boundary of Parcel 1, South 89°39'55" East, 75.67 feet, more or less to the Point of Beginning.

Containing 11,606 sq ft, more or less

Attached hereto and made a part of this legal description is a plat labeled Exhibit "B".

This description was prepared by me or under my direction in October 2025

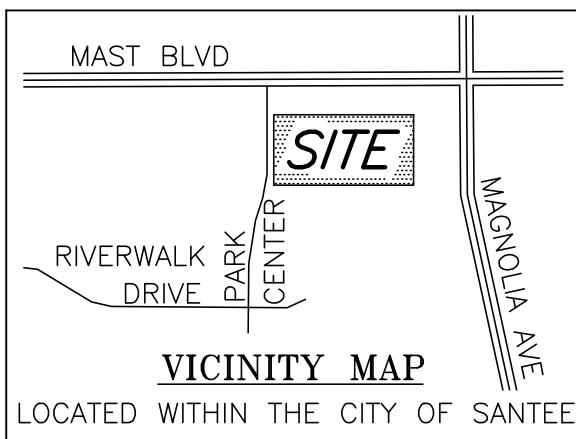
RAM

Richard A Maddock, PLS 8131

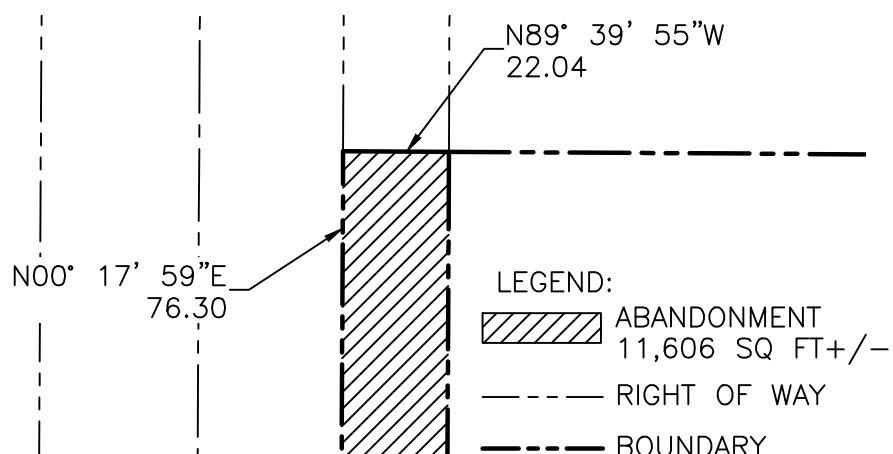
Nov 20, 2025

Date:



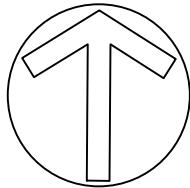


PARCEL 1
PARCEL MAP No. 12651



L=180.90, R=535.00, D=019°22'24"

LANDS OF THE
CITY OF SANTEE
DOC 1994-0443325
APN 381-032-029



0 40 80 Feet



LANDS OF
SANTEE 5 INV. LLC.
DOC 2024-0118552.

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EXHIBIT B

ABANDONMENT
LANDS OF CITY OF SANTEE
DOC 1994-0443325

SHEET 1 OF 1

UNICO
ENGINEERING

110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
PHONE: 916.900.6623 | unicoengineering.com



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 7

MEETING DATE December 10, 2025

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, APPROVING AN AMENDED SALARY SCHEDULE TO REFLECT A MINIMUM WAGE INCREASE AND AUTHORIZING THE APPROPRIATION OF \$2,010.00 TO THE FISCAL YEAR 2025-26 ADOPTED OPERATING BUDGET

DIRECTOR/DEPARTMENT Rida Freeman, Human Resources

A handwritten signature in blue ink that reads "Rida Freeman" followed by "Rf/MB".

SUMMARY

California Code of Regulations, Title 2, Section 570.5 requires that, for purposes of determining a retiring employee's pension allowance, the pay rate be limited to the amount listed on an adopted and publicly available pay rate schedule that meets certain requirements and must be approved by the governing body in accordance with the requirements of the applicable public meeting laws.

As set forth in Labor Code section 1182.12(b), the California Director of Finance is required to annually calculate an adjusted minimum wage on or before August 1 of each year. On August 1, 2025, the State of California Department of Finance issued a final determination and certification mandating California employers to increase the minimum hourly wage to \$16.90 effective January 1, 2026, which must be reflected in an Amended Salary Schedule.

Effective January 1, 2026, the hourly minimum wage for non-exempt employees in California will increase from \$16.50 to \$16.90 per hour (2.49%) pursuant to section 1182.12(c) and shall be implemented effective January 1, 2026.

The proposed salary schedule reflects increases to certain part-time salary bands affected by the California minimum wage increase as directed by the California Department of Industrial Relations. Approval of this Resolution will update the salary schedule effective January 1, 2026, to reflect the increase in the minimum wage rate.

To comply with the State-mandated increase to the minimum hourly wage from \$16.50 to \$16.90, the following positions must reflect the new rate:

1. Crossing Guard
2. Graduate Intern
3. Marketing Aide
4. Office Assistant
5. Recreation Aide
6. Recreation Leaders
7. Student Intern

The attached updated and amended salary schedule reflects the above requested action.





CITY OF SANTEE

COUNCIL AGENDA STATEMENT

FINANCIAL STATEMENT

JJ for HT

The salary schedule amendment to increase the minimum wage for all applicable positions will require an appropriation of \$2,010.00 to the FY 2025-26 Adopted Budget from the General Fund reserve.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION

JJ for WK

Adopt the Resolution approving the amended salary schedule effective January 1, 2026, and authorizing the appropriation of \$2,010.00 to the Fiscal Year 2025-26 Adopted Operating Budget.

ATTACHMENTS

Resolution

Amended Salary Schedule (*effective 1/1/2026 for affected positions*).



RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
APPROVING AN AMENDED SALARY SCHEDULE TO REFLECT A MINIMUM WAGE
INCREASE AND AUTHORIZING THE APPROPRIATION OF \$2,010.00 TO THE
FISCAL YEAR 2025-26 ADOPTED OPERATING BUDGET**

WHEREAS, on August 1, 2025, the State of California Department of Finance issued a final determination and certification mandating California employers to increase the minimum hourly wage to \$16.90 effective January 1, 2026, which must be reflected in an Amended Salary Schedule; and

WHEREAS, the City must adhere to the California Code of Regulations, Title 2, Section 570.5 requiring pay rates to be limited to the amount listed on an adopted and publicly available pay rate schedule, and must be approved by the governing body in accordance with the requirements of applicable public meeting laws; and

WHEREAS, as set forth in Labor Code section 1182.12(b), effective January 1, 2026, the hourly minimum wage for non-exempt employees in California will increase from \$16.50 to \$16.90 per hour; and

WHEREAS, the proposed salary schedule reflects increases to certain part-time salary bands affected by the California minimum wage increase as directed by the California Department of Industrial Relations; and

WHEREAS, the City Council authorizes the appropriation of \$2,010.00 from the General Fund Reserve to the FY 2025-26 Adopted Budget to fund these changes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santee, California, does hereby approve and adopt the Amended and Updated Salary Schedule as presented, and the City Council authorizes the appropriation of \$2,010.00 to the Fiscal Year 2025-26 Adopted Operating Budget.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 10th day of December 2025, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK

Attachment: Amended Salary Schedule

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2026

Range	Classification		A	B	C	D	E
29	Account Clerk	Hourly	26.21	27.52	28.89	30.34	31.86
		Annual	54,513.00	57,238.73	60,100.73	63,106.02	66,261.09
35	Administrative Secretary	Hourly	30.39	31.91	33.51	35.18	36.94
		Annual	63,218.63	66,379.50	69,698.53	73,183.80	76,842.86
	Assistant City Clerk	Hourly		36.54	to	52.20	
		Annual		76,003.90	to	108,577.02	
	Assistant to the City Manager	Hourly		69.94	to	99.13	
		Annual		145,465.73	to	206,197.88	
50	Assistant Engineer	Hourly	44.02	46.22	48.53	50.96	53.51
		Annual	91,559.35	96,137.58	100,944.71	105,991.60	111,291.44
43	Assistant Planner	Hourly	37.03	38.88	40.83	42.87	45.01
		Annual	77,025.82	80,876.98	84,920.93	89,167.12	93,625.07
58	Associate Civil Engineer / Associate Traffic Engineer	Hourly	53.63	56.31	59.13	62.09	65.19
		Annual	111,556.03	117,134.32	122,991.37	129,140.74	135,598.07
49	Associate Planner	Hourly	42.95	45.09	47.35	49.71	52.20
		Annual	89,326.36	93,792.73	98,482.44	103,406.91	108,577.02
33	Building Development Technician I	Hourly	28.93	30.38	31.89	33.49	35.16
		Annual	60,172.21	63,180.72	66,339.80	69,657.02	73,140.07
35	Building Development Technician II	Hourly	30.39	31.91	33.51	35.18	36.94
		Annual	63,218.63	66,379.50	69,698.53	73,183.80	76,842.86
42	Building Inspector	Hourly	36.13	37.93	39.83	41.82	43.91
		Annual	75,147.10	78,904.21	82,849.39	86,992.08	91,341.42

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2026

Range	Classification		A	B	C	D	E
	Building Official	Hourly		64.25	to	83.83	
		Annual		133,640.12	to	174,370.03	
	City Clerk	Hourly		53.51	to	74.93	
		Annual		111,301.96	to	155,850.18	
	City Engineer	Hourly		71.45	to	96.78	
		Annual		148,621.62	to	201,297.64	
	City Manager (Single Rate)	Hourly		139.42	to	139.42	
		Annual		290,000.00	to	290,000.00	
26	Code Compliance Assistant	Hourly	24.34	25.55	26.83	28.17	29.58
		Annual	50,620.68	53,151.80	55,809.36	58,599.97	61,529.76
44	Code Compliance Officer	Hourly	37.96	39.86	41.85	43.94	46.14
		Annual	78,951.57	82,898.92	87,044.20	91,396.10	95,965.93
46	Confidential Accountant	Hourly	39.88	41.87	43.97	46.17	48.47
		Annual	82,948.52	87,095.95	91,450.77	96,023.14	100,824.43
37	Confidential Administrative Secretary - HR	Hourly	31.93	33.53	35.21	36.97	38.81
		Annual	66,419.24	69,740.12	73,227.15	76,888.42	80,733.02
46	Confidential Payroll Specialist	Hourly	39.88	41.87	43.97	46.17	48.47
		Annual	82,948.52	87,095.95	91,450.77	96,023.14	100,824.43
46	Confidential Secretary to City Manager/Council	Hourly	39.88	41.87	43.97	46.17	48.47
		Annual	82,948.52	87,095.95	91,450.77	96,023.14	100,824.43
	Crossing Guards ^ (Single Rate)	Hourly			16.90		

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2026

Range	Classification		A	B	C	D	E
	Deputy Fire Chief	Hourly		74.63	to	102.11	
		Annual		155,222.58	to	212,382.06	
35	Development Services Technician	Hourly	30.39	31.91	33.51	35.18	36.94
		Annual	63,218.63	66,379.50	69,698.53	73,183.80	76,842.86
	Director of Community Services	Hourly		75.83	to	102.23	
		Annual		157,725.57	to	212,635.18	
	Director of Development Services	Hourly		75.83	to	102.23	
		Annual		157,725.57	to	212,635.18	
	Director of Engineering/City Engineer	Hourly		75.83	to	102.23	
		Annual		157,725.57	to	212,635.18	
	Director of Finance / City Treasurer	Hourly		80.12	to	107.80	
		Annual		166,644.90	to	224,223.11	
	Director of Fire & Life Safety (Fire Chief)	Hourly		90.99	to	118.77	
		Annual		189,257.63	to	247,036.45	
	Director of Human Resources	Hourly		75.83	to	102.23	
		Annual		157,725.57	to	212,635.18	
	Director of Planning & Building / City Planner	Hourly		75.83	to	102.23	
		Annual		157,725.57	to	212,635.18	
	Economic Development Manager	Hourly		48.32	to	65.24	
		Annual		100,514.70	to	135,695.74	
48	Engineering Inspector	Hourly	41.90	43.99	46.19	48.50	50.93
		Annual	87,147.70	91,505.08	96,080.02	100,884.20	105,928.54

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2026

Range	Classification		A	B	C	D	E
39	Equipment Mechanic	Hourly Annual	33.55 69,781.66	35.23 73,270.87	36.99 76,934.36	38.84 80,781.13	40.78 84,819.95
	Emergency Manager - HMPG Project Manager ^ (Hazard Mitigation Grant Program)	Hourly Annual		56.57 117,660.02	to to	76.92 159,994.98	
17	Emergency Medical Technician 56-hour	Hourly Annual	19.49 56,747.89	20.46 59,597.28	21.48 62,566.65	22.56 65,685.98	23.69 68,985.28
17	Emergency Medical Technician 12-hour <i>*Annual calculated based on a 42-hour weekly average</i>	Hourly Annual*	19.49 42,560.92	20.46 44,697.96	21.48 46,924.99	22.56 49,264.49	23.69 51,738.96
	Emergency Medical Technician Part-Time ^	Hourly		19.49	to	23.69	
35	Equipment Operator	Hourly Annual	30.39 63,218.63	31.91 66,379.50	33.51 69,698.53	35.18 73,183.80	36.94 76,842.86
42	Facilities Maintenance Supervisor	Hourly Annual	36.13 75,147.10	37.93 78,904.21	39.83 82,849.39	41.82 86,992.08	43.91 91,341.42
25	Facilities Maintenance Technician	Hourly Annual	23.74 49,385.92	24.93 51,855.07	26.18 54,448.13	27.49 57,170.22	28.86 60,028.60
29	Facilities Maintenance Worker	Hourly Annual	26.21 54,513.00	27.52 57,238.73	28.89 60,100.73	30.34 63,106.02	31.86 66,261.09
35	Field Inspector	Hourly Annual	30.39 63,218.63	31.91 66,379.50	33.51 69,698.53	35.18 73,183.80	36.94 76,842.86
	Finance Manager	Hourly Annual		59.16 123,046.47	to to	79.86 166,112.81	

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2026

Range	Classification		A	B	C	D	E
	Fire Battalion Chief (2920 hours)	Hourly Annual		44.86 131,001.64	to to	60.82 177,591.53	
	Fire Battalion Chief - Administration (2080 hours)	Hourly Annual		62.98 131,001.64	to to	85.38 177,591.53	
	Fire Division Chief	Hourly Annual		66.12 137,524.05	to to	89.25 185,632.60	
44	Fire Inspector	Hourly Annual	37.96 78,951.57	39.86 82,898.92	41.85 87,044.20	43.94 91,396.10	46.14 95,965.93
	Fire Marshal	Hourly Annual		64.25 133,640.12	to to	83.83 174,370.03	
53	Fleet Supervisor	Hourly Annual	47.40 98,599.44	49.77 103,529.37	52.26 108,706.38	54.88 114,141.43	57.62 119,848.71
	Graduate Intern ^	Hourly		16.90	to	21.32	
38	Human Resources Technician	Hourly Annual	32.73 68,079.67	34.37 71,483.63	36.09 75,057.78	37.89 78,810.90	39.78 82,751.34
38	Human Services and Open Space Coordinator	Hourly Annual	32.73 68,079.67	34.37 71,483.63	36.09 75,057.78	37.89 78,810.90	39.78 82,751.34
	IT Systems Technician^	Hourly		27.76	to	33.74	
53	Information Technology Analyst	Hourly Annual	47.40 98,599.44	49.77 103,529.37	52.26 108,706.38	54.88 114,141.43	57.62 119,848.71

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2026

Range	Classification		A	B	C	D	E
	Information Technology Manager	Hourly Annual		64.25 133,640.12	to to	83.83 174,370.03	
53	Information Technology GIS Analyst	Hourly Annual	47.40 98,599.44	49.77 103,529.37	52.26 108,706.38	54.88 114,141.43	57.62 119,848.71
	Information Technology/GIS Technician^			30.56	to	37.14	
33	Information Technology Technician	Hourly Annual	28.93 60,172.21	30.38 63,180.72	31.89 66,339.80	33.49 69,657.02	35.16 73,140.07
35	Irrigation Specialist	Hourly Annual	30.39 63,218.63	31.91 66,379.50	33.51 69,698.53	35.18 73,183.80	36.94 76,842.86
	Landscape and Irrigation Maintenance Worker ^	Hourly		26.21	to	31.86	
29	Landscape and Irrigation Maintenance Worker	Hourly Annual	26.21 54,513.00	27.52 57,238.73	28.89 60,100.73	30.34 63,106.02	31.86 66,261.09
48	Lead Equipment Mechanic	Hourly Annual	41.90 87,147.70	43.99 91,505.08	46.19 96,080.02	48.50 100,884.20	50.93 105,928.54
29	Maintenance Worker	Hourly Annual	26.21 54,513.00	27.52 57,238.73	28.89 60,100.73	30.34 63,106.02	31.86 66,261.09
46	Management Analyst	Hourly Annual	39.88 82,948.52	41.87 87,095.95	43.97 91,450.77	46.17 96,023.14	48.47 100,824.43
43	Management Assistant	Hourly Annual	37.03 77,025.32	38.88 80,876.98	40.83 84,920.93	42.87 89,167.12	45.01 93,625.07

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2026

Range	Classification		A	B	C	D	E
	Marketing Aide^	Hourly		16.90	to	21.32	
	Marketing Coordinator	Hourly		36.54	to	52.20	
		Annual		76,003.90	to	108,577.02	
	Marketing Manager	Hourly		51.15	to	69.07	
		Annual		106,388.34	to	143,657.90	
28	Marketing Specialist	Hourly	25.57	26.85	28.19	29.60	31.08
		Annual	53,183.48	55,842.88	58,634.94	61,566.59	64,645.09
34	Marketing Specialist II	Hourly	29.65	31.13	32.69	34.33	36.04
		Annual	61,676.66	64,760.63	67,998.40	71,398.37	74,968.15
	Office Assistant ^	Hourly		16.90	to	21.32	
48	Parks & Landscape Supervisor	Hourly	41.90	43.99	46.19	48.50	50.93
		Annual	87,147.70	91,505.08	96,080.02	100,884.20	105,928.54
53	Plans Examiner	Hourly	47.40	49.77	52.26	54.88	57.62
		Annual	98,599.44	103,529.37	108,706.38	114,141.43	119,848.71
	Principal Civil Engineer	Hourly		66.47	to	90.03	
		Annual		138,252.69	to	187,253.61	
	Principal Planner	Hourly		52.67	to	71.11	
		Annual		109,561.63	to	147,910.53	
	Principal Traffic Engineer	Hourly		66.47	to	90.03	
		Annual		138,252.69	to	187,253.61	

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2026

Range	Classification		A	B	C	D	E
39	Procurement Specialist	Hourly	33.55	35.23	36.99	38.84	40.78
		Annual	69,781.66	73,270.87	76,934.36	80,781.13	84,819.95
	Public Services Manager	Hourly		51.15	to	69.07	
		Annual		106,388.34	to	143,657.90	
44	Public Works Supervisor	Hourly	37.96	39.86	41.85	43.94	46.14
		Annual	78,951.57	82,898.92	87,044.20	91,396.10	95,965.93
	Recreation Aide ^	Hourly		16.90	to	18.21	
28	Recreation Coordinator	Hourly	25.57	26.85	28.19	29.60	31.08
		Annual	53,183.48	55,842.88	58,634.94	61,566.59	64,645.09
	Recreation Leader ^	Hourly		16.90	to	19.67	
	Recreation Services Manager	Hourly		51.15	to	69.07	
		Annual		106,388.34	to	143,657.90	
	Recreation Supervisor	Hourly		36.54	to	52.20	
		Annual		76,003.90	to	108,577.02	
23	Secretary	Hourly	22.60	23.73	24.92	26.16	27.47
		Annual	47,006.08	49,356.41	51,824.09	54,415.34	57,136.34
36	Senior Account Clerk	Hourly	31.15	32.71	34.35	36.06	37.87
		Annual	64,799.23	68,039.20	71,441.35	75,013.35	78,764.27
53	Senior Accountant	Hourly	47.40	49.77	52.26	54.88	57.62
		Annual	98,599.44	103,529.37	108,706.38	114,141.43	119,848.71

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2026

Range	Classification		A	B	C	D	E
50	Senior Building Inspector	Hourly	44.02	46.22	48.53	50.96	53.51
		Annual	91,559.35	96,137.58	100,944.71	105,991.60	111,291.44
	Senior Civil Engineer / Senior Traffic Engineer	Hourly		58.26	to	79.23	
		Annual		121,189.82	to	164,794.83	
	Senior Human Resources Analyst	Hourly		48.27	to	65.16	
		Annual		100,396.15	to	135,535.68	
	Senior Management Analyst	Hourly		45.97	to	62.06	
		Annual		95,615.28	to	129,081.59	
	Senior Management Analyst/ Grant Coordinator	Hourly		48.27	to	65.16	
		Annual		100,396.15	to	135,535.68	
	Senior Planner	Hourly		45.80	to	61.84	
		Annual		95,270.28	to	128,618.02	
	Special Events Supervisor	Hourly		36.54	to	52.20	
		Annual		76,003.90	to	108,577.02	
	Storm Water Program Assistant^	Hourly		28.73	to	34.92	
50	Storm Water Program Coordinator	Hourly	44.02	46.22	48.53	50.96	53.51
		Annual	91,559.35	96,137.58	100,944.71	105,991.60	111,291.44
	Student Intern ^	Hourly		16.90	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
3% COLA EFFECTIVE JULY 3, 2025

<u>Range</u>	<u>Classification</u>		
	City Council Member	Monthly	1,983.72
		Annual	23,804.62
	Mayor	Monthly	3,343.18
		Annual	40,118.16

CITY OF SANTEE
SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
2.5% MARKET ADJUSTMENT & 3% COLA EFFECTIVE JULY 3, 2025

Classification		A	B	C	D	E
	Hourly	41.58	43.66	45.84	48.13	50.54
Fire Captain / PM						
Base Salary	Annual	121,074.75	127,129.85	133,485.92	140,159.26	147,168.03
<i>Educational Incentive</i>						
Fire Captain / PM	Hourly	42.20	44.31	46.53	48.85	51.30
31-45 units = 1.5% over base	Annual	122,890.61	129,036.81	135,488.34	142,261.86	149,375.60
Fire Captain / PM	Hourly	42.83	44.97	47.22	49.58	52.05
46 units and over = 3.0% over base	Annual	124,706.86	130,943.74	137,490.74	144,363.67	151,582.75
Fire Captain / PM	Hourly	43.45	45.62	47.90	50.30	52.81
A.A. Degree = 4.5% over base	Annual	126,523.10	132,850.32	139,492.73	146,466.25	153,790.27
Fire Captain / PM	Hourly	44.07	46.28	48.59	51.02	53.57
Bachelor Degree = 6% over base	Annual	128,338.96	134,757.24	141,495.13	148,568.87	155,998.25

CITY OF SANTEE
SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
2.5% MARKET ADJUSTMENT & 3% COLA EFFECTIVE JULY 3, 2025

Classification		A	B	C	D	E
	Hourly	39.79	41.78	43.87	46.06	48.36
Fire Captain	Hourly	39.79	41.78	43.87	46.06	48.36
Base Salary	Annual	115,860.82	121,654.98	127,737.38	134,123.57	140,829.76
<i>Educational Incentive</i>						
Fire Captain	Hourly	40.38	42.40	44.52	46.75	49.09
31-45 units = 1.5% over base	Annual	117,598.67	123,479.53	129,653.84	136,135.47	142,942.26
Fire Captain	Hourly	40.98	43.03	45.18	47.44	49.81
46 units and over = 3.0% over base	Annual	119,336.93	125,304.48	131,569.51	138,146.98	145,054.76
Fire Captain	Hourly	41.58	43.66	45.84	48.13	50.54
A.A. Degree = 4.5% over base	Annual	121,074.75	127,129.85	133,485.92	140,159.26	147,168.03
Fire Captain	Hourly	42.17	44.28	46.50	48.82	51.26
Bachelor Degree = 6% over base	Annual	122,812.61	128,954.05	135,402.00	142,170.80	149,279.74

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 2.5% MARKET ADJUSTMENT & 3% COLA EFFECTIVE JULY 3, 2025

Classification		A	B	C	D	E
	Hourly	36.11	37.89	39.75	41.77	43.75
Fire Engineer/PM						
Base Salary	Annual	105,163.68	110,324.93	115,743.23	121,647.96	127,409.64
<i>Educational Incentive</i>						
Fire Engineer / PM	Hourly	36.66	38.45	40.34	42.40	44.41
31-45 units = 1.5% over base	Annual	106,741.44	111,979.62	117,478.96	123,472.77	129,320.62
Fire Engineer / PM	Hourly	37.20	39.02	40.94	43.03	45.07
46 units and over = 3.0% over base	Annual	108,318.79	113,634.76	119,215.48	125,297.10	131,231.70
Fire Engineer / PM	Hourly	37.74	39.59	41.54	43.65	45.72
A.A. Degree = 4.5% over base	Annual	109,896.10	115,289.44	120,951.58	127,121.88	133,143.09
Fire Engineer / PM	Hourly	38.28	40.16	42.13	44.28	46.38
Bachelor Degree = 6% over base	Annual	111,473.84	116,944.57	122,687.68	128,946.69	135,054.14

CITY OF SANTEE
SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
2.5% MARKET ADJUSTMENT & 3% COLA EFFECTIVE JULY 3, 2025

Classification		A	B	C	D	E
	Hourly	34.39	36.07	37.85	39.78	41.66
Fire Engineer						
Base Salary	Annual	100,134.52	105,047.91	110,207.89	115,830.28	121,317.02
<i>Educational Incentive</i>						
Fire Engineer	Hourly	34.90	36.62	38.41	40.37	42.29
31-45 units = 1.5% over base	Annual	101,636.67	106,623.80	111,861.19	117,567.75	123,136.72
Fire Engineer	Hourly	35.42	37.16	38.98	40.97	42.91
46 units and over = 3.0% over base	Annual	103,138.77	108,199.33	113,514.12	119,305.24	124,956.87
Fire Engineer	Hourly	35.93	37.70	39.55	41.57	43.54
A.A. Degree = 4.5% over base	Annual	104,640.53	109,775.23	115,167.37	121,042.74	126,776.57
Fire Engineer	Hourly	36.45	38.24	40.12	42.16	44.17
Bachelor Degree = 6% over base	Annual	106,143.02	111,350.73	116,820.28	122,780.25	128,596.26

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 2.5% MARKET ADJUSTMENT & 3% COLA EFFECTIVE JULY 3, 2025

Classification		A	B	C	D	E	F	G	H
Firefighter Paramedic	Hourly	30.57	31.82	33.13	34.49	36.53	38.01	39.55	41.15
Base Salary	Annual	89,011.90	92,668.56	96,477.30	100,442.09	106,386.74	110,684.53	115,156.29	119,819.28
<i>Educational Incentive</i>									
<i>(after completion of 2.5 yrs of employment)</i>									
Firefighter Paramedic							G	H	
31-45 units = 1.5% over base							40.14	41.76	
							116,883.43	121,616.50	
Firefighter Paramedic							40.73	42.38	
46 units and over = 3.0% over base							118,610.58	123,414.20	
Firefighter Paramedic							41.33	43.00	
A.A. Degree = 4.5% over base							120,338.53	125,211.43	
Firefighter Paramedic							41.92	43.62	
Bachelor Degree = 6% over base							122,065.66	127,008.65	

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 2.5% MARKET ADJUSTMENT & 3% COLA EFFECTIVE JULY 3, 2025

Classification	A	B	C	D	E	F	G	H
Firefighter	25.94	27.23	28.47	30.02	31.53	33.10	34.76	36.50
Base Salary	Hourly	75,527.40	79,302.08	82,915.60	87,431.66	91,803.57	96,394.16	101,212.81
Educational Incentive <i>(after completion of 2.5 yrs of employment)</i>								
Firefighter 31-45 units = 1.5% over base								
Firefighter 46 units and over = 3.0% over base								
Firefighter A.A. Degree = 4.5% over base								
Firefighter Bachelor Degree = 6% over base								



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 8

MEETING DATE December 10, 2025

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA ACCEPTING THE CITYWIDE STREETLIGHT LED UPGRADE PROJECT PHASE 2 (CIP 2024-12) AS COMPLETE AND FINDING THE ACTION IS NOT A PROJECT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

DIRECTOR/DEPARTMENT Carl Schmitz, Engineering 

SUMMARY

This item requests the City Council accept the Citywide Streetlight LED Upgrade Project Phase 2 (CIP 2024-12) as complete.

At its April 9, 2025, meeting, the City Council awarded the construction contract for the Citywide Streetlight LED Upgrade Project Phase 2 (CIP 2024-12) for a total contract amount of \$612,750.00 to T&M Electric Inc. DBA Perry Electric, Inc. and authorized the Director of Engineering/City Engineer to approve contract change orders in a total amount not to exceed \$50,000.00 for unforeseen items and additional work associated with the Project.

A Notice to Proceed was issued on August 24, 2025, and the work was completed on October 13, 2025. One change order was authorized in the amount of \$49,856.41 for painting and replacing of additional streetlight poles, repairing and rewiring streetlight poles and other unforeseen items. This phase of the streetlight upgrades focused on the previous brown square metal streetlight poles and performed much needed maintenance repairs and painted them black in color. The project also replaced the square shoebox style luminaires which have reached the end of their service life with a bell-shaped LED luminaire.

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

ENVIRONMENTAL REVIEW

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

FINANCIAL STATEMENT

The project is funded through Zone A Streetlight Special District funds in the amount of \$584,000.00 and through a Federal Energy Efficiency and Conservation Block Grant (EECBG) in the amount of \$118,300.00 for a total of \$702,300.00.

Design	\$ 14,862.30
Original Construction Contract	612,750.00
Construction Change Orders	49,856.41
Construction Engineering/Management	18,437.32
Project Closeout	5,000.00
Total Project Cost	\$ 700,906.03





CITY OF SANTEE

COUNCIL AGENDA STATEMENT

CITY ATTORNEY REVIEW

N/A Completed

RECOMMENDATION *wk*

Adopt the attached Resolution:

1. Accepting the Citywide Streetlight LED Upgrade Project Phase 2 (CIP 2024-12) as complete; and
2. Authorizing the City Clerk to file a Notice of Completion with the San Diego County Clerk.

ATTACHMENT

Resolution



RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
ACCEPTING THE CITYWIDE STREETLIGHT LED UPGRADE PROJECT PHASE 2 (CIP
2024-12) AS COMPLETE AND FINDING THE ACTION IS NOT A PROJECT SUBJECT
TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”)**

WHEREAS, the City Council awarded the construction contract for the Citywide Streetlight LED Upgrade Project Phase 2 (CIP 2024-12) to T&M Electric Inc. DBA Perry Electric, Inc. on April 9, 2025 in the amount of \$612,750.00; and

WHEREAS, City Council authorized the Director of Engineering/City Engineer to approve construction change orders in a total amount not to exceed \$50,000.00; and

WHEREAS, one change order in the total amount of \$49,856.41 was approved for unforeseen items and additional work association with the Project; and

WHEREAS, the project was completed for a total contract amount of \$662,606.41; and

WHEREAS, T&M Electric Inc. DBA Perry Electric, Inc. has completed the project in accordance with the contract plans and specifications.

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

SECTION 1: The work for the construction of the Citywide Streetlight LED Upgrade Project Phase 2 (CIP 2024-12) project is accepted as complete on this date.

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

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

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

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 10th day of December 2025, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 9

MEETING DATE December 10, 2025

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA ACCEPTING THE CITYWIDE STORM DRAIN TRASH DIVERSION 2025 (CIP 2025-20) PROJECT AS COMPLETE AND FINDING THE ACTION IS NOT A PROJECT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

DIRECTOR/DEPARTMENT Carl Schmitz, Engineering 

SUMMARY

This item requests the City Council accept the Citywide Storm Drain Trash Diversion 2025 (CIP 2025-20) Project as complete. The City's Storm Drain Trash Diversion program developed a Trash Amendment Compliance Plan to support the State's efforts in addressing the Total Maximum Daily Load (TMDL) for trash in the City's waterways. The Trash Amendment's requirement for trash capture devices is an unfunded mandate by the State of California and requires compliance by 2030.

At its March 12, 2025, meeting, the City Council awarded the construction contract for the Citywide Storm Drain Trash Diversion 2025 (CIP 2025-20) Project for a total contract amount of \$273,915.00 to Downstream Services, Inc. and authorized the Director of Engineering/City Engineer to approve contract change orders in a total amount not to exceed \$68,475.00 for unforeseen items and additional work associated with the Project.

A Notice to Proceed was issued on May 5, 2025, and the work was completed on November 21, 2025. Two change orders were authorized in the amount of \$42,375.22 for the installation of additional trash capture devices at commercial, industrial, and high-density residential locations. This project installed 93 trash capture devices with a total of 228 devices now installed across the City. The City is now sixty-eight percent (68%) complete with the required number of trash capture devices in the public right-of-way storm drain system for compliance with the State's Trash Order.

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

ENVIRONMENTAL REVIEW

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

FINANCIAL STATEMENT

Funding for this project is provided by the General Fund, which is included in the adopted FY2024-2028 Capital Improvement Program budget as part of the Storm Drain Trash Diversion project.





CITY OF SANTEE

COUNCIL AGENDA STATEMENT

Original Construction Contract	\$ 273,915.00
Construction Change Orders	42,375.22
Total Project Cost	<u>\$ 316,290.22</u>

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION *W/K*

Adopt the attached Resolution:

1. Accepting the Citywide Storm Drain Trash Diversion 2025 (CIP 2025-20) project as complete; and
2. Authorizing the City Clerk to file a Notice of Completion with the San Diego County Clerk.

ATTACHMENT

Resolution

Project Map



RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
ACCEPTING THE CITYWIDE STORM DRAIN TRASH DIVERSION 2025 (CIP 2025-20)
PROJECT AS COMPLETE AND FINDING THE ACTION IS NOT A PROJECT SUBJECT
TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")**

WHEREAS, the City Council awarded the construction contract for the Citywide Storm Drain Trash Diversion 2025 (CIP 2025-20) Project to Downstream Services, Inc. on March 12, 2025 in the amount of \$273,915.00; and

WHEREAS, City Council authorized the Director of Engineering/City Engineer to approve construction change orders in a total amount not to exceed \$68,475.00; and

WHEREAS, two change orders in the total amount of \$42,375.22 were approved for the installation of additional trash capture devices at commercial, industrial, and high-density residential locations; and

WHEREAS, the project was completed for a total contract amount of \$316,290.22; and

WHEREAS, Downstream Services, Inc. has completed the project in accordance with the contract plans and specifications.

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

SECTION 1: The work for the construction of the Citywide Storm Drain Trash Diversion 2025 (CIP 2025-20) project is accepted as complete on this date.

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

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

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

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 10th day of December, 2025, by the following roll call vote to wit:

AYES:

NOES:

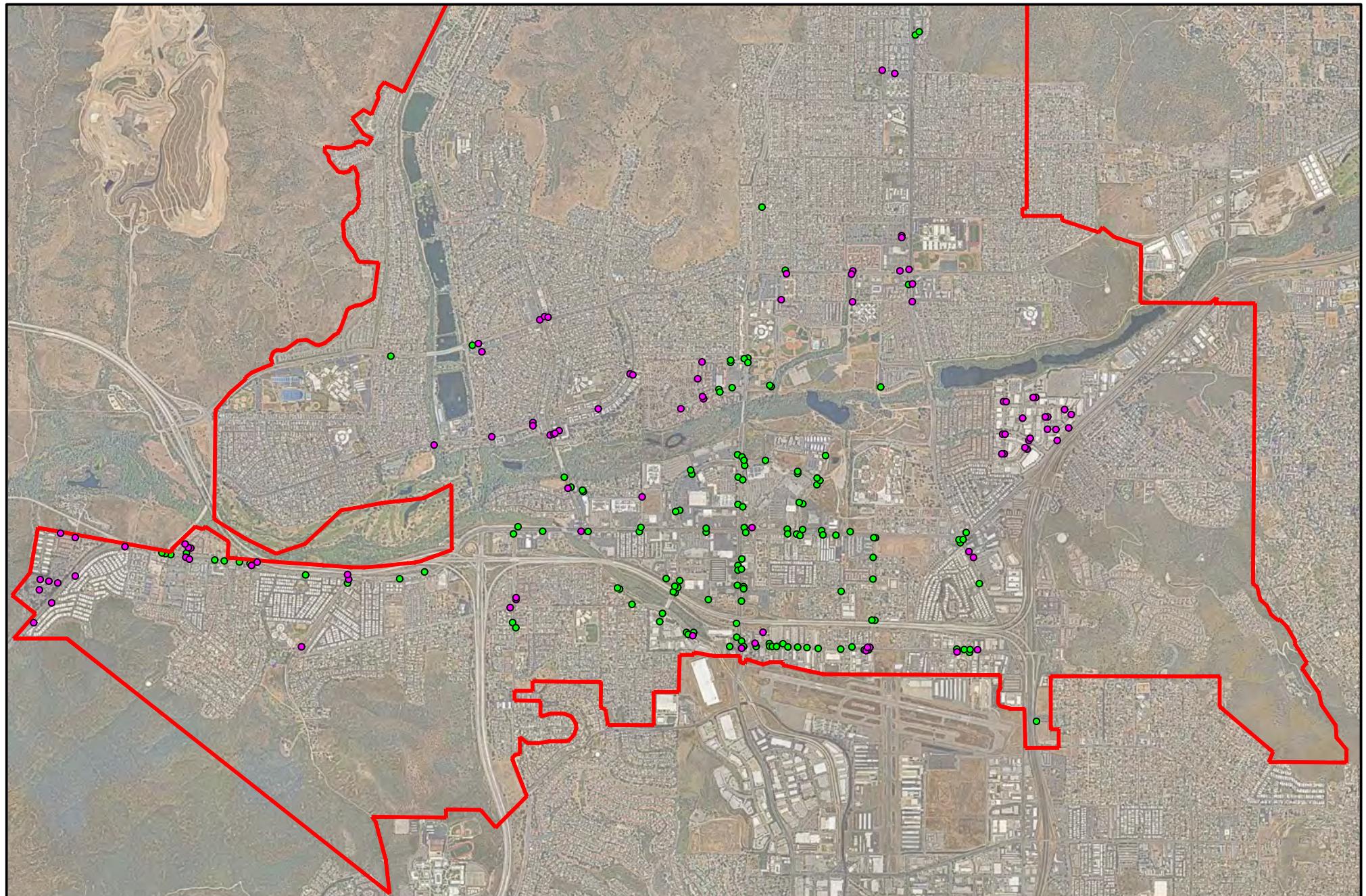
ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK



DECEMBER 10, 2025

STORM DRAIN TRASH DIVERSION 2025
CIP 2025-20

PROJECT MAP

LEGEND

- EXISTING (135) STORM DRAIN TRASH CAPTURE DEVICES
- NEW (93) STORM DRAIN TRASH CAPTURE DEVICES
- CITY BOUNDARY



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 10

MEETING DATE December 10, 2025

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA ACCEPTING THE ADA PEDESTRIAN RAMP IMPROVEMENTS (CIP 2024-04) PROJECT AS COMPLETE AND FINDING THE ACTION IS NOT A PROJECT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

DIRECTOR/DEPARTMENT Carl Schmitz, Engineering 

SUMMARY

This item requests the City Council accept the ADA Pedestrian Ramp Improvements (CIP 2024-04) Project as complete.

At its March 12, 2025, meeting, the City Council awarded the construction contract for the ADA Pedestrian Ramp Improvements (CIP 2024-04) Project for a total contract amount of \$383,600.00 to Portillo Concrete, Inc. and authorized the Director of Engineering/City Engineer to approve contract change orders in a total amount not to exceed \$42,200.00 for unforeseen items and additional work associated with the Project.

A Notice to Proceed was issued on May 27, 2025, and the work was completed on October 30, 2025. Two change orders were authorized in the amount of \$42,150.00 for additional concrete work adjacent to pedestrian ramps and unforeseen items. This project constructed Americans with Disability Act (ADA) compliant pedestrian ramps at 39 locations across the City where there previously was none.

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

ENVIRONMENTAL REVIEW

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

FINANCIAL STATEMENT *EB for HJ*

Funding for this project is provided by entitlement Community Development Block Grant ("CDBG funds") from the United States Department of Housing and Urban Development ("HUD").

Bidding and Advertisement	\$ 20,604.47
Original Construction Contract	383,600.00
Construction Change Orders	42,150.00
Construction Engineering/Management	28,420.61
Project Closeout	1,000.00
 Total Project Cost	 \$ 475,775.08





CITY OF SANTEE

COUNCIL AGENDA STATEMENT

CITY ATTORNEY REVIEW

N/A Completed

RECOMMENDATION

WLR

Adopt the attached Resolution:

1. Accepting the ADA Pedestrian Ramp Improvements (CIP 2024-04) project as complete; and
2. Authorizing the City Clerk to file a Notice of Completion with the San Diego County Clerk.

ATTACHMENT

Resolution
Project Map



RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
ACCEPTING THE ADA PEDESTRIAN RAMP IMPROVEMENTS (CIP 2024-04) PROJECT
AS COMPLETE AND FINDING THE ACTION IS NOT A PROJECT SUBJECT TO THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")**

WHEREAS, the City Council awarded the construction contract for the ADA Pedestrian Ramp Improvements (CIP 2024-04) Project to Portillo Concrete, Inc. on March 12, 2025, in the amount of \$383,600.00; and

WHEREAS, City Council authorized the Director of Engineering/City Engineer to approve construction change orders in a total amount not to exceed \$42,200.00; and

WHEREAS, two change orders in the total amount of \$42,150.00 were approved for unforeseen items and additional work association with the Project; and

WHEREAS, the project was completed for a total contract amount of \$425,750.00; and

WHEREAS, Portillo Concrete, Inc. has completed the project in accordance with the contract plans and specifications.

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

SECTION 1: The work for the construction of the ADA Pedestrian Ramp Improvements (CIP 2024-04) project is accepted as complete on this date.

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

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

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

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 10th day of December, 2025, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

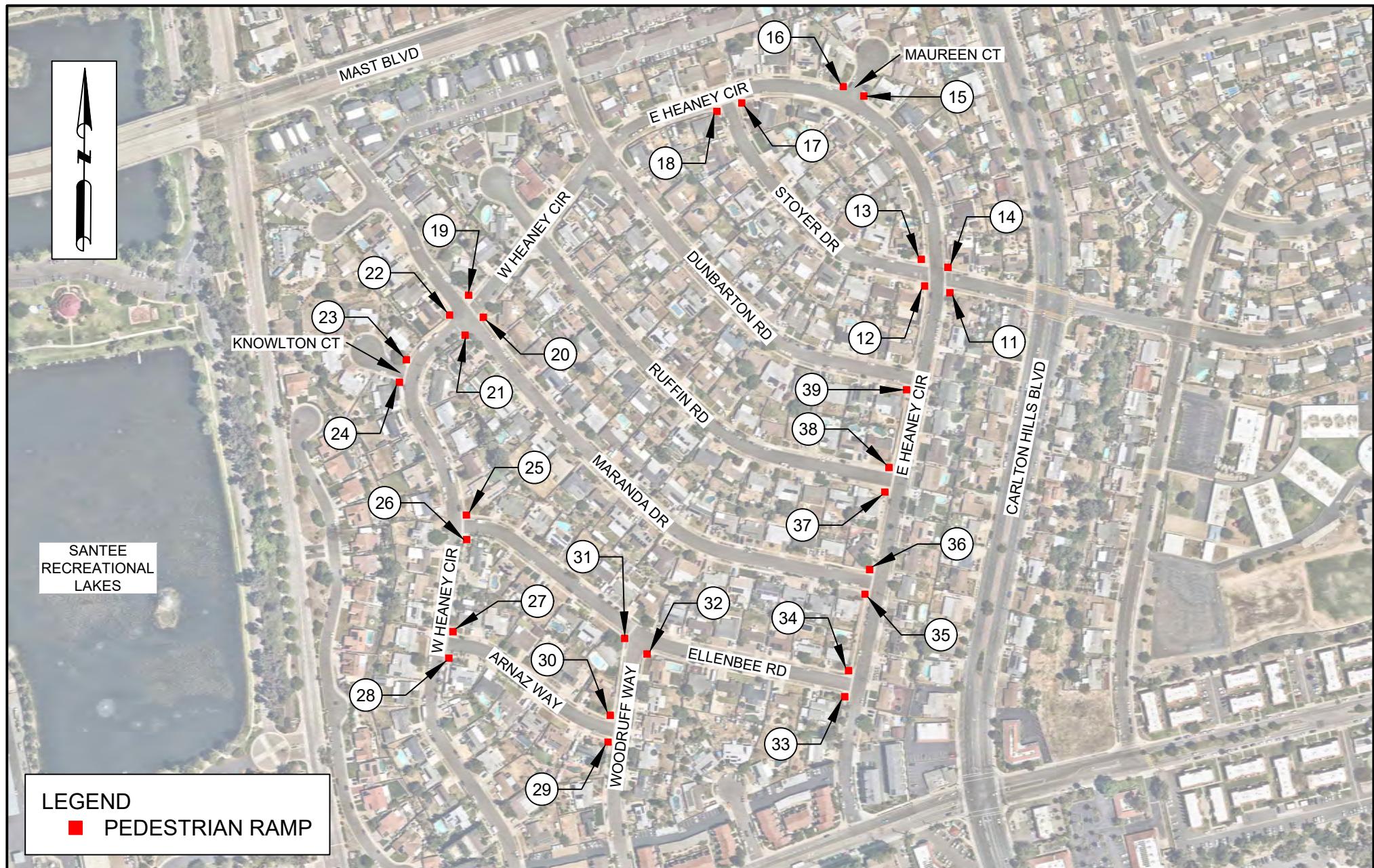
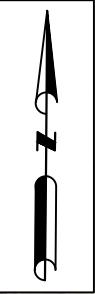
JAMES JEFFRIES, CITY CLERK



CITY OF SANTEE, CALIFORNIA - DEPARTMENT OF ENGINEERING

DECEMBER 10, 2025

PROJECT MAP



LEGEND

CITY OF SANTEE, CALIFORNIA - DEPARTMENT OF ENGINEERING

DECEMBER 10, 2025

PROJECT MAP



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 11

MEETING DATE December 10, 2025

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA APPROVING THE FIFTH AMENDMENT TO THE AGREEMENT WITH COUNTYWIDE MECHANICAL SYSTEMS, INC. FOR PLUMBING REPAIRS AND MAINTENANCE SERVICES

DIRECTOR/DEPARTMENT Nicolas Chavez, Community Services *ATT
For NC*

SUMMARY

On November 1, 2022, the City entered into a Contract with Countywide Mechanical Systems, Inc. ("Contractor") for Plumbing Repairs and Maintenance Services for Fiscal Year (FY) 2022-23 in an amount not to exceed of \$43,640.00 ("Contract") after a formal bid process was completed per RFB #22/23-20065.

Effective July 1, 2023, the City extended the Contract through June 30, 2024, pursuant to Section 6 of the Contract and increased the FY 2023-24 Contract not-to-exceed amount to a new total of \$60,256.88.

As part of the City Council's approval of the FY 2024-28 Capital Improvement Program Budget which identified minor renovations for Big Rock Park, on February 23, 2024, the City approved the First Amendment to the Contract to increase Extra Work for the replacement of restroom fixtures and installation of a wall mounted drinking fountain at Big Rock Park, in the amount of \$27,848.00, increasing the total not-to-exceed amount from \$60,256.88 to \$88,104.88 for FY 2023-24 ("First Amendment").

Effective July 1, 2024, the City extended the Contract through June 30, 2025, pursuant to Section 6 of the Contract and increase the FY 2024-25 Contract not-to-exceed amount to a new total of \$62,246.13.

On August 26, 2024, the parties entered into the Second Amendment to the Contract to perform Extra Work at City Hall Building #4 to dig up and expose main sewer to cap off dead leg sewage line, in the amount of \$18,957.00, increasing the total not-to-exceed amount from \$62,246.13 to \$81,203.13 for FY 2024-25 ("Second Amendment").

On May 21, 2025, the parties entered into the Third Amendment to the Contract to perform Extra Work in the amount of \$4,000.00, which included an emergency repair at Fire Station #4, located at 8950 Cottonwood Avenue, of a water leak and additional funding for as-needed work through the end of FY 2024-25, increasing the Contract's total FY 2024-25 not-to-exceed amount from the previous amount of \$81,203.13 to the new total amount of \$85,203.13 ("Third Amendment").

On July 1, 2025, the City exercised its option to extend the Agreement, increasing the Agreement by \$2,365.35 from \$62,246.13 to \$64,611.48 for FY 2025-26 to reflect an increase in the Consumer Price Index by 3.8%.





CITY OF SANTEE

COUNCIL AGENDA STATEMENT

On October 22, 2025, the parties entered into the Fourth Amendment to the Contract to perform Extra Work in the amount of \$12,311.00, which includes raising three backflows to legal height at City Hall, increasing the Contract's total FY 2025-26 not-to-exceed amount from the previous amount of \$64,611.48 to the new total amount of \$76,922.48 ("Fourth Amendment").

Numerous unplanned urgent repairs at various City facilities have occurred this fiscal year, depleting the allocated funds of the Contract. Some of the more expensive unplanned repairs include replacing the water heater at Fire Station 4 (\$9,909.00), repairing a leak inside a restroom wall at City Hall (\$16,402.65), replacing a pressure reducing valve at Fire Station 5 (\$8,994.82), repairing a floor drain back up at Town Center Community Park West (\$6,011.75) and repairing a mainline stoppage at Woodglen Vista Park (\$6,816.90). In an effort to not return to City Council later this FY, staff is seeking to increase the Contract's total FY 2025-26 not-to-exceed amount from the previous amount of \$76,922.48 to the new total amount of \$143,422.83. Except for the changes specifically set forth herein, all other terms and conditions of the Contract shall remain in full force and effect.

Staff recommends the City Council adopt the Resolution approving the Fifth Amendment to the Contract, which will increase the not-to-exceed amount for FY 2025-26 by \$66,500.35, from \$76,922.48 to \$143,422.83.

ENVIRONMENTAL IMPACT

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

FINANCIAL STATEMENT

EB for HJ
Funding for this contract amendment is provided in the FY 2025-26 Community Services Department operating budget.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *WJ*

Adopt the resolution authorizing the City Manager to execute the Fifth Amendment to the Contract with Countywide Mechanical Systems, Inc. for Plumbing Repairs and Maintenance Services.

ATTACHMENT

Resolution



RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
APPROVING THE FIFTH AMENDMENT TO THE AGREEMENT WITH COUNTYWIDE
MECHANICAL SYSTEMS, INC. FOR PLUMBING REPAIRS AND MAINTENANCE
SERVICES AT CITY HALL**

WHEREAS, on November 1, 2022, the City entered into a Contract with Countywide Mechanical Systems, Inc. ("Contractor") for Plumbing Repairs and Maintenance Services for Fiscal Year 2022-23 in an amount not to exceed of \$43,640.00 ("Contract") after a formal bid process was completed per RFB #22/23-20065; and

WHEREAS, effective July 1, 2023, the City extended the Contract through June 30, 2024, pursuant to Section 6 of the Contract and increased the FY 2023-24 Contract not-to-exceed amount to a new total of \$60,256.88; and

WHEREAS, on February 23, 2024, the parties entered into the First Amendment to the Contract to increase Extra Work for the replacement of restroom fixtures and installation of a wall mounted drinking fountain at Big Rock Park, in the amount of \$27,848.00, increasing the total not-to-exceed amount from \$60,256.88 to \$88,104.88 for FY 2023-24 ("First Amendment"); and

WHEREAS, effective July 1, 2024, the City extended the Contract for an additional 12 months through June 30, 2025, in accordance with Section 6 of the Agreement and increased the not-to-exceed amount to \$62,246.13 for FY 2024-25 to reflect an increase in the Consumer Price Index in accordance with Section 6 of the Contract; and

WHEREAS, on August 26, 2024, the parties entered into the Second Amendment to the Contract to perform Extra Work at City Hall Building #4 to dig up and expose main sewer to cap off dead leg sewage line, in the amount of \$18,957.00, increasing the total not-to-exceed amount from \$62,246.13 to \$81,203.13 for FY 2024-25; and

WHEREAS, on May 21, 2025, the parties entered into the Third Amendment to the Contract to perform Extra Work in the amount of \$4,000.00, which included an emergency repair at Fire Station #4, located at 8950 Cottonwood Avenue, of a water leak and additional funding for as-needed work through the end of FY 2024-25, increasing the Contract's total FY 2024-25 not-to-exceed amount from the previous amount of \$81,203.13 to the new total amount of \$85,203.13; and

WHEREAS, July 1, 2025, the City exercised its option to extend the Agreement, increasing the Agreement by \$2,365.35 from \$62,246.13 to \$64,611.48 for FY 2025-26 to reflect an increase in the Consumer Price Index by 3.8%; and

WHEREAS, October 22, 2025, the parties entered into the Fourth Amendment to the Contract to perform Extra Work to replace and raise the height of three (3) backflow devices at City Hall, in the amount of \$12,311.00, increasing the Contract's total FY 2025-26 not-to-exceed amount from the previous amount of \$64,611.48 to the new total amount of \$76,922.48; and

WHEREAS, there have been numerous unplanned urgent repairs at various City facilities this fiscal year which have depleted the allocated funds of the Contract; and

RESOLUTION NO. _____

WHEREAS, staff is requesting to increase the Contract's total FY 2025-26 not-to-exceed amount from the previous amount of \$76,922.48 to the new total amount of \$143,422.83. Except for the changes specifically set forth herein, all other terms and conditions of the Contract shall remain in full force and effect; and

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

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

Section 1. The above recitals are hereby incorporated as though fully set forth herein.

Section 2. The City Council Authorizes the City Manager to execute the Fifth Amendment to the Contract with Countywide Mechanical Systems, Inc. ("Contractor") for Plumbing Repairs Services, which will increase the not-to-exceed amount for FY 2025-26 by \$66,500.35, from \$76,922.48 to \$143,422.83.

Section 3. This action is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15301 (maintenance of existing structures, facilities or mechanical equipment).

Section 4. If any provision of this Resolution, to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

Section 5. This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 10th day of December 2025, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 12

MEETING DATE December 10, 2025

ITEM TITLE PROPOSED NEW SERVICE RATES FOR THE WASTE MANAGEMENT (WM) FRANCHISE AGREEMENT FOR SOLID WASTE SERVICES

DIRECTOR/DEPARTMENT Nicolas Chavez, Community Services



SUMMARY

On August 12, 2020 the City Council approved an Amended and Restated Exclusive Franchise Agreement for Solid Waste Services ("Agreement") with USA Waste of California, Inc. ("WM"). Contained within the agreement was Exhibit B which established the initial service rates which went into effect on January 1, 2021.

Section 8.3.1 of the agreement, as subsequently amended, allows for an annual permissive adjustment to the service rates approved by the City Council based on the September to September change in the Consumer Price Index for the San Diego-Carlsbad area, All Urban Consumers (CPI-U) index at 100% of the first four percent and 70% of any amount over four percent. On October 30, 2025, WM submitted its proposed new rates to be effective January 1, 2026, reflecting a 3.86% increase from the 2025 rates based on the change in the San Diego-Carlsbad CPI-U from September 2024 to September 2025, which is consistent with the permissive annual adjustment in accordance with the Agreement. Also received from Waste Management was a request to add one service to the rate schedule as follows:

1.5 cubic yard organics rates:

To enhance flexibility in organics collection services, WM would like to add 1.5 cubic yard organics service for commercial solid waste services. There has been requests for these services by customers who generate more than 64 gallons but less than 2 cubic yards of organic waste weekly.

One pick-up per week	\$233.08 per month
Two pick-up per week	\$466.19 per month
Three pick-up per week	\$699.27 per month
Four pick-up per week	\$882.59 per month
Five pick-up per week	\$1,099.33 per month

Section 8.3.3 of the Agreement provides for extraordinary rate adjustments upon the approval of the City Council and if approved, these rates will be added to the rate schedule (Exhibit B).

FINANCIAL STATEMENT

Approval of the proposed additional service fees would result in a minor increase in franchise fee revenue received by the City from WM.

CITY ATTORNEY REVIEW N/A • Completed





CITY OF SANTEE

COUNCIL AGENDA STATEMENT

RECOMMENDATION WK

Approve the request from WM to add the additional service rates to the rate schedule effective January 1, 2026 (Exhibit B to the Agreement).

ATTACHMENT

October 30, 2025 letter from WM

Exhibit B – Rate Schedule



October 30, 2025



Wendy Kaserman
City Manager
City of Santee
10601 Magnolia Avenue
Santee, CA 92071

Subject: Annual Rate Adjustment for 2026

Dear Mrs. Kaserman,

Pursuant to Section 8.3.1 and 8.3.3 of the franchise agreement with the City of Santee (City), WM respectfully requests a CPI rate adjustment of 3.86%, to our current service rates. Attached is the CPI adjusted rate sheet along with the CPI calculations, for your review.

To enhance flexibility in organics collection services, WM proposes the addition of a 1.5-yard organics container to the City-approved rate sheet. Below is a detailed breakdown of the proposed rate for the 1.5-yard organics container.

1.5 cubic yard – Proposed

One pick-up per week	\$233.08	per month
Two pick-up per week	\$466.19	per month
Three pick-up per week	\$699.27	per month
Four pick-up per week	\$882.59	per month
Five pick-up per week	\$1,099.33	per month

WM is proud to be a sustainability partner with the city and remains committed to supporting compliance with state mandates, increasing diversion and actively engaging in the community. We value our long-standing partnership with the City of Santee and look forward to continuing our collaborative efforts.

Should you have any questions regarding this request, please contact me directly at (619) 322-6393. Thank you for our continued partnership.

Sincerely,

A handwritten signature in blue ink that reads "Kristine Costa".

Kristine Costa
Senior Account Executive
WM

Exhibit B - Rates

City of Santee

Proposed Rates, Effective Rates January 1st, 2026

Curbside Collection

Standard Single Family Automated Cart Service

	Trash Gallon	Green Gallon	Recy Gallon	Current Rate		Proposed New Rate @ 1.1.26	
	64	64	64	\$	31.69	\$	32.91
	38	64	64	\$	31.69	\$	32.91
	38	64	96	\$	31.69	\$	32.91
	64	64	96	\$	31.69	\$	32.91
	96	64	64	\$	32.92	\$	34.19
	96	64	96	\$	32.92	\$	34.19

Mobile Home/Senior Service

38	64	64	\$	25.38	\$	26.36	per month
64/96	Any Size	Any Size	\$	30.39	\$	31.56	per month

Additional Refuse Cart

One additional Green Waste and/or Recycling cart

will be free of charge, after each additional one there will
be a charge.

***No charge for residential cart exchanges if damage is caused by normal wear and tear or by actions of the service provider.**

Commercial MSW Cart Service

Cart (64 or 96 gallons)

One pick-up per week	\$	98.18	\$	101.97	per month
Two pick-up per week	\$	175.71	\$	182.49	per month
Three pick-up per week	\$	253.25	\$	263.03	per month
Four pick-up per week	\$	330.78	\$	343.55	per month
Five pick-up per week	\$	408.32	\$	424.08	per month

Commercial Recycling Cart Service

Cart (36,64 or 96 gallons)

One pick-up per week	\$	28.58	\$	29.68	per month
Two pick-up per week	\$	51.16	\$	53.13	per month
Three pick-up per week	\$	73.78	\$	76.63	per month
Four pick-up per week	\$	96.37	\$	100.09	per month
Five pick-up per week	\$	119.00	\$	123.59	per month

Commercial Bin MSW Only Service

1.5 cubic yard container

One pick-up per week	\$	143.37	\$	148.90	per month
Each additional weekly pick-up	\$	113.26	\$	117.63	per month

2 cubic yard container

One pick-up per week	\$	165.99	\$	172.40	per month
Each additional weekly pick-up	\$	120.36	\$	125.01	per month

3 cubic yard container

One pick-up per week	\$	190.79	\$	198.15	per month
Two pick-up per week	\$	328.55	\$	341.23	per month
Three pick-up per week	\$	463.19	\$	481.07	per month
Four pick-up per week	\$	616.40	\$	640.19	per month
Five pick-up per week	\$	769.56	\$	799.27	per month
Six pick-up per week	\$	922.77	\$	958.39	per month
Seven pick-up per week	\$	1,075.93	\$	1,117.46	per month

4 cubic yard container	One pick-up per week	\$ 220.28	\$ 228.78	per month
	Two pick-up per week	\$ 409.52	\$ 425.33	per month
	Three pick-up per week	\$ 598.79	\$ 621.90	per month
	Four pick-up per week	\$ 788.01	\$ 818.43	per month
	Five pick-up per week	\$ 977.28	\$ 1,015.00	per month
	Six pick-up per week	\$ 1,166.50	\$ 1,211.53	per month
	Seven pick-up per week	\$ 1,355.78	\$ 1,408.11	per month
5 cubic yard container	One pick-up per week	\$ 234.03	\$ 243.06	per month
	Two pick-up per week	\$ 435.12	\$ 451.92	per month
	Three pick-up per week	\$ 636.19	\$ 660.75	per month
	Four pick-up per week	\$ 837.27	\$ 869.59	per month
	Five pick-up per week	\$ 1,038.31	\$ 1,078.39	per month
	Six pick-up per week	\$ 1,239.44	\$ 1,287.28	per month
	Seven pick-up per week	\$ 1,440.49	\$ 1,496.09	per month
6 cubic yard container	One pick-up per week	\$ 254.52	\$ 264.34	per month
	Two pick-up per week	\$ 473.19	\$ 491.46	per month
	Three pick-up per week	\$ 691.86	\$ 718.57	per month
	Four pick-up per week	\$ 910.53	\$ 945.68	per month
	Five pick-up per week	\$ 1,129.21	\$ 1,172.80	per month
	Six pick-up per week	\$ 1,347.88	\$ 1,399.91	per month
	Seven pick-up per week	\$ 1,566.55	\$ 1,627.02	per month
3 cubic yard Temporary Bin	Delivery, Removal & up to 7 days rental	\$ 216.36	\$ 224.71	per bin
	Each additional pick-up	\$ 102.44	\$ 106.39	each
Commercial Service Extra pick up		\$ 102.44	\$ 106.39	each
<u>Recycling Bin Service</u>				
1.5 or 2 cubic yard container	One pick-up per week	\$ 75.77	\$ 78.69	per month
	Two pick-up per week	\$ 135.72	\$ 140.96	per month
	Three pick-up per week	\$ 195.64	\$ 203.19	per month
	Four pick-up per week	\$ 255.58	\$ 265.45	per month
	Five pick-up per week	\$ 315.54	\$ 327.72	per month
	Six pick-up per week	\$ 375.46	\$ 389.95	per month
	Seven pick-up per week	\$ 435.38	\$ 452.19	per month
3 cubic yard container	One pick-up per week	\$ 86.98	\$ 90.34	per month
	Two pick-up per week	\$ 155.76	\$ 161.77	per month
	Three pick-up per week	\$ 224.56	\$ 233.23	per month
	Four pick-up per week	\$ 293.33	\$ 304.65	per month
	Five pick-up per week	\$ 362.12	\$ 376.10	per month
	Six pick-up per week	\$ 430.92	\$ 447.55	per month
	Seven pick-up per week	\$ 499.70	\$ 518.99	per month
4 cubic yard container	One pick-up per week	\$ 109.42	\$ 113.64	per month
	Each additional weekly pick-up	\$ 86.40	\$ 89.74	per month
6 cubic yard container	One pick-up per week	\$ 131.66	\$ 136.74	per month
	Each additional weekly pick-up	\$ 104.02	\$ 108.04	per month

3 cubic yard Split Bin	One pick-up per week	\$ 195.01	\$ 202.54	per month
	Two pick-up per week	\$ 344.32	\$ 357.61	per month
	Three pick-up per week	\$ 496.40	\$ 515.56	per month
	Four pick-up per week	\$ 648.45	\$ 673.48	per month
	Five pick-up per week	\$ 800.51	\$ 831.41	per month
<u>Organics Cart and Bin Service rates</u>				
32 gal toter	One pick-up per week	\$ 115.02	\$ 119.46	per month
	Two pick-up per week	\$ 230.03	\$ 238.91	per month
	Three pick-up per week	\$ 345.05	\$ 358.37	per month
	Four pick-up per week	\$ 431.31	\$ 447.96	per month
	Five pick-up per week	\$ 517.57	\$ 537.55	per month
	Six pick-up per week	\$ 595.21	\$ 618.19	per month
64 gal toter	One pick-up per week	\$ 121.99	\$ 126.70	per month
	Two pick-up per week	\$ 243.97	\$ 253.39	per month
	Three pick-up per week	\$ 365.97	\$ 380.10	per month
	Four pick-up per week	\$ 457.45	\$ 475.11	per month
	Five pick-up per week	\$ 548.94	\$ 570.13	per month
	Six pick-up per week	\$ 631.28	\$ 655.65	per month
1.5 cubic yard - Proposed	One pick-up per week	\$ 233.08	\$ 233.08	per month
	Two pick-up per week	\$ 466.19	\$ 466.19	per month
	Three pick-up per week	\$ 699.27	\$ 699.27	per month
	Four pick-up per week	\$ 882.59	\$ 882.59	per month
	Five pick-up per week	\$ 1,099.33	\$ 1,099.33	per month
2 cubic yard	One pick-up per week	\$ 236.23	\$ 245.35	per month
	Two pick-up per week	\$ 472.48	\$ 490.72	per month
	Three pick-up per week	\$ 708.72	\$ 736.08	per month
	Four pick-up per week	\$ 894.52	\$ 929.05	per month
	Five pick-up per week	\$ 1,114.18	\$ 1,157.19	per month
	Six pick-up per week	\$ 1,333.83	\$ 1,385.32	per month
3 cubic yard	One pick-up per week	\$ 374.30	\$ 388.75	per month
Created for Existing Only	One pick-up per week	\$ 374.30	\$ 388.75	per month
	Two pick-up per week	\$ 748.63	\$ 777.53	per month
	Three pick-up per week	\$ 1,122.93	\$ 1,166.28	per month
	Four pick-up per week	\$ 1,417.33	\$ 1,472.04	per month
	Five pick-up per week	\$ 1,765.37	\$ 1,833.51	per month
	Six pick-up per week	\$ 2,113.39	\$ 2,194.97	per month
<u>Commercial Bundled Service - MSW bin service + 1 96 gal recycling cart 1x/week + 1 64 gal organics (food waste) cart 1x/week</u>				
1.5 cubic yard container	One pick-up per week	\$ 259.06	\$ 269.06	per month
	Each additional weekly pick-up	\$ 113.26	\$ 117.63	per month
2 cubic yard container	One pick-up per week	\$ 281.67	\$ 292.54	per month
	Each additional weekly pick-up	\$ 120.36	\$ 125.01	per month
3 cubic yard container	One pick-up per week	\$ 306.48	\$ 318.31	per month
	Two pick-up per week	\$ 444.24	\$ 461.39	per month
	Three pick-up per week	\$ 578.89	\$ 601.24	per month
	Four pick-up per week	\$ 732.09	\$ 760.35	per month
	Five pick-up per week	\$ 885.24	\$ 919.41	per month
	Six pick-up per week	\$ 1,038.45	\$ 1,078.53	per month

	Seven pick-up per week	\$ 1,191.62	\$ 1,237.62	per month
4 cubic yard container				
	One pick-up per week	\$ 335.98	\$ 348.95	per month
	Two pick-up per week	\$ 525.21	\$ 545.48	per month
	Three pick-up per week	\$ 714.47	\$ 742.05	per month
	Four pick-up per week	\$ 903.70	\$ 938.58	per month
	Five pick-up per week	\$ 1,092.97	\$ 1,135.16	per month
	Six pick-up per week	\$ 1,282.19	\$ 1,331.68	per month
	Seven pick-up per week	\$ 1,471.47	\$ 1,528.27	per month
5 cubic yard container				
	One pick-up per week	\$ 349.73	\$ 363.23	per month
	Two pick-up per week	\$ 550.81	\$ 572.07	per month
	Three pick-up per week	\$ 751.89	\$ 780.91	per month
	Four pick-up per week	\$ 952.97	\$ 989.75	per month
	Five pick-up per week	\$ 1,154.02	\$ 1,198.57	per month
	Six pick-up per week	\$ 1,355.13	\$ 1,407.44	per month
	Seven pick-up per week	\$ 1,556.18	\$ 1,616.25	per month
6 cubic yard container				
	One pick-up per week	\$ 370.21	\$ 384.50	per month
	Two pick-up per week	\$ 588.90	\$ 611.63	per month
	Three pick-up per week	\$ 807.55	\$ 838.72	per month
	Four pick-up per week	\$ 1,026.22	\$ 1,065.83	per month
	Five pick-up per week	\$ 1,244.90	\$ 1,292.95	per month
	Six pick-up per week	\$ 1,463.58	\$ 1,520.07	per month
	Seven pick-up per week	\$ 1,682.25	\$ 1,747.18	per month
<u>Rolloff Service</u>				
	Transfer bodies billed hauling fee plus disposal fee per ton*			
10 cubic yard - hauling fee*		\$ 462.09	\$ 479.93	per haul
20 cubic yard - hauling fee*		\$ 354.28	\$ 367.96	per haul
30 cubic yard - hauling fee*		\$ 354.28	\$ 367.96	per haul
40 cubic yard - hauling fee*		\$ 354.28	\$ 367.96	per haul
	* Plus 10% landfill surcharge to offset administrative costs			
Trip Charge		\$ 281.77	\$ 292.65	per occurrence
	Rental - each transfer body	\$ 10.56	\$ 10.97	per day
<u>Special Services</u>				
Extra Pick-Up up to 3 cubic yards MSW		\$ 102.44	\$ 106.39	each
Extra Pick-Up up to 3 cubic yards RCY/GW		\$ 68.78	\$ 71.43	each
Additional Standby and Loading Time		\$ 123.29	\$ 128.05	per hour
	(Special pick-up assumes 15 minute loading and standby time by contractor. Additional standby and loading time shall be billed at the rate of \$63.41 per hour, pro-rated to the nearest 15 minute increment.)			
Restart Fee- The fee for Restarting commercial service when a permanent account has been terminated for non payment.		\$ 38.55	\$ 40.04	per occurrence
Commercial Return to Service Fee- The return to service fee for two or more calls in a one-month period by a bin customer to return to provide service.		\$ 124.73	\$ 129.54	per occurrence
Residential Return to Service Fee- The return to service fee for two or more calls in a one-month period by a residential customer to return to provide service.		\$ 54.10	\$ 56.19	per occurrence
Copy Fee- The charge for copies requested by customers.		\$ 2.07	\$ 2.15	per occurrence
Bin exchange/steam clean fee - allowed 2 per year. After second exchange within one year, there will be a charge per exchange.		\$ 124.73	\$ 129.54	per occurrence

Bin paint charge fee - allowed 1 per year. After first paint within one year, there will be a charge per paint request.	\$ 197.27	\$ 204.88	per occurrence	
Interest Charge-Contractor may charge 1.5% interest per month on any delinquent account for such time as the bill remains unpaid after its due date.				
Late Fee - There will be a minimum fee on any delinquent account	\$ 6.81	\$ 7.07	per occurrence	
Single Family customers shall be charged for bulky item pick up exceeding 4 times per year, up to 6 items at a time	\$ 79.38	\$ 82.44	per occurrence	
Multi-Family customers shall be charged for bulk item pick up exceeding 2 times per year, up to 6 items at a time, per MF complex				
First Item	\$ 43.01	\$ 44.67	per occurrence	
Each additional item	\$ 12.28	\$ 12.75	per occurrence	
Bins that are overloaded can be charged a fee as long as supported by evidence	\$ 84.97	\$ 88.25	per occurrence	
A Bin that needs to be moved:				
5 to 30 feet	\$ 7.72	\$ 8.02	per occurrence	
31 to 50 feet	\$ 10.45	\$ 10.85	per occurrence	
Additional 25 feet increments	\$ 10.45	\$ 10.85	per occurrence	
Commercial Compaction Rate	2x current equivalent commercial service charge			
Recycling Contamination Fee - dump as trash	per incident	\$ 86.75	\$ 90.10	per occurrence
Lock Fee - Per Lock	per month	\$ 10.39	\$ 10.79	per occurrence
Lock Replacement Fee	each	\$ 24.09	\$ 25.02	per occurrence
Bin Delivery Fee	per bin	\$ 106.62	\$ 110.74	per occurrence
Residential Cart Exchange Fee - other than damage		\$ 55.31	\$ 57.44	per occurrence
No charge for residential cart exchanges if damage is caused by normal wear and tear or by actions of the service provider				
Commercial Cart Delivery Fee	per cart	\$ 18.46	\$ 19.17	per occurrence
Commercial Bulk Item Pick Up	for first item	\$ 77.08	\$ 80.06	per occurrence
	each additional	\$ 28.92	\$ 30.04	per occurrence
Collection from parks, playgrounds, City government buildings, and street trash cans shall be made without charge.				
Stinger/Valet Service	Per bin, per day	\$ 31.73	\$ 32.95	
Contractor reserves the right to charge reasonable fees for unusual or special services.				

Proposed Rates Effective 1/1/2026



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 13

MEETING DATE December 10, 2025

ITEM TITLE RESOLUTION ACCEPTING AND APPROPRIATING FY 2025-26 SAN DIEGO RIVER CONSERVANCY AND SAN DIEGO REGIONAL FIRE FOUNDATION GRANT FUNDS TO PURCHASE FIRE HOSE AND NEW NOZZLES FOR THE FIRE DEPARTMENT TYPE 1 FIRE ENGINES

DIRECTOR/DEPARTMENT Harley Wallace, Fire Chief *HW*

SUMMARY

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

The City of Santee submitted a grant application to the San Diego Regional Fire Foundation, which received grant funding from the SDRC for fire equipment procurement. The grant was approved during the September 17, 2025, public meeting of the Governing Board of the SDRC. This item requests the City Council accept and appropriate the San Diego Regional Fire Foundation grant to improve fire safety in the San Diego River area that runs through the City of Santee.

This grant is for \$26,899 to purchase fire hose for the Department's Type 1, Type 3, and Type 6 fire engines; and to replace the existing fog nozzles on all Type 1 engines with smooth bore nozzles.

FINANCIAL STATEMENT *EB for HJ*

\$26,899 in San Diego Regional Fire Foundation grant funds will be appropriated in the FY 2025-2026 Fire Department Operating Budget to purchase fire hose and firefighting nozzles. This grant requires a 20% matching contribution from the City. Funding in the amount of \$6,725 is available in the FY 2025-2026 Fire Department Operating Budget to satisfy the matching contribution requirement.

CITY ATTORNEY REVIEW

N/A Completed

RECOMMENDATION *WK*

Adopt the Resolution accepting and appropriating \$26,899 in San Diego Regional Fire Foundation grant funds into the FY 2025-26 Fire Department Operating Budget to purchase fire hose and firefighting nozzles and authorizing the City Manager to execute necessary grant related contracts.

ATTACHMENTS

Resolution
Award Letter



RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
ACCEPTING AND APPROPRIATING FY 2025-26 SAN DIEGO REGIONAL FIRE
FOUNDATION GRANT FUNDS TO PURCHASE FIRE HOSE AND FIREFIGHTING
NOZZLES**

WHEREAS, the City of Santee submitted a grant application to the San Diego Regional Fire Foundation, who received grant funding from the San Diego River Conservancy (SDRC) for consideration related to equipment procurement; and

WHEREAS, the grant was approved during the September 17, 2025, public meeting of the Governing Board of the SDRC; and

WHEREAS, this grant is for \$26,899 to purchase fire hose and firefighting nozzles; and

WHEREAS, this item requests City Council accept and appropriate the San Diego Regional Fire Foundation grant to improve fire safety in the San Diego River area that runs through the City of Santee; and

WHEREAS, this item requests to appropriate \$26,899 into the FY 2025-26 Fire Operating Budget.

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

1. Authorizes the City Manager to accept and appropriate \$26,899 into the FY 2025-26 Fire Department Operating Budget to purchase fire hose and firefighting nozzles; and
2. Authorizes the City Manager to execute necessary grant-related contracts.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 10th day of December 2025, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK



November 18, 2025

Fire Chief Harley Wallace
City of Santee
10601 Magnolia Avenue
Santee, CA 92071

Dear Chief Wallace:

The San Diego Regional Fire Foundation (Fire Foundation) is pleased to award a grant of \$26,899 representing 80% of the \$33,624 cost to acquire wildland fire hose (\$12,900) and wildland fire nozzles (\$13,999). The remaining \$6,725 (20%) will be provided by the City of Santee. The funds for this grant were provided by a grant the Fire Foundation received from the San Diego River Conservancy.

The City of Santee is hereby authorized to proceed with the acquisition of the above-mentioned equipment. The Fire Foundation will reimburse the City of Santee the \$26,899 within 30 days upon receipt of the following:

- Copies of the paid invoices and copies of the checks for all the equipment.
- Photos of firefighters using the equipment acquired by this grant.
- A story and quote from you which can be utilized in a news release to local media and our donors illustrating how the equipment is benefiting the safety of your community.
- The City will post on its website and in its social media about the acquisition of and benefit of the equipment as well as acknowledging the donors (San Diego Regional Fire Foundation and San Diego River Conservancy).

If there are any questions about this grant and its reporting requirements, please contact me at joan@sdfirefoundation.org or 619-814-1352.

The Fire Foundation is pleased to assist you in increasing the fire safety of your City and surrounding areas.

Sincerely,



Joan Jones
Executive Director

www.sdfirefoundation.org

2508 Historic Decatur Road, Suite 200 • San Diego, CA 92106 • T: (619) 814-1352 • F: (619) 239-1710



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 14

MEETING DATE December 10, 2025

ITEM TITLE RESOLUTION OF THE CITY COUNCIL FINDING IN SUPPORT OF AND AUTHORIZING THE PURCHASE OF ONE NEW 2026 FORD E450 CHASSIS WITH REMOUNT OF EXISTING AMBULANCE MODULE ONTO THE NEW CHASSIS WITH BRAUN NORTHWEST, INC. PER HGACBUY CONTRACT AM10-23

DIRECTOR/DEPARTMENT Harley Wallace, Fire Department *HW*

SUMMARY

This item requests City Council authorization to purchase one (1) new 2026 Ford E450 chassis from Braun Northwest, Inc., and to remove the existing ambulance North Star #2730-3, 171" Module from its 2018 Ford E450 chassis, Vehicle #190 (V-190), and remount and refurbish the ambulance module onto the new chassis. Select add-on items will be purchased separately from other vendors.

Santee Municipal Code 3.24.130 authorizes the City to join with other public jurisdictions in cooperative purchasing plans or programs as determined by the purchasing agent to be in the City's best interest. On October 1, 2023, HGACBuy, a cooperative purchasing program of the Houston-Galveston Area Council of Governments, of which the City is a member, completed a competitive request for proposals process for the purchase of Ambulances, EMS, and Other Special Service Vehicles. Based on evaluation criteria such as pricing, selection and variety of products offered, customer support and the ability to meet the contract requirements, which are similar to the procedures and criteria set forth in Santee Municipal Code 3.24.100, Braun Northwest, Inc. was awarded HGACBuy Contract #AM10-23; and awarded Product AM23CE05-Remount of North Star Module onto a Ford E450. The HGACBuy Contract #AM10-23 is valid through September 30, 2027.

The purchase of a new 2026 Ford E450 chassis from Braun Northwest, Inc., and removal and remount of V-190 ambulance module onto the new chassis is \$199,710.49. This purchase price includes modification of the interior cabinets to install a vertical plenum air conditioner unit. Staff recommends certain additional add-ons, for graphics and replacement radios, in an amount not to exceed \$12,685.00, for a total of \$212,395.49. Staff also recommends that the City Council authorize the City Manager to approve additional expenditures for unforeseen changes in the amount of \$10,619.77, which is a 5% contingency, for a grand total of \$223,015.26. Santee's Purchasing Ordinance requires City Council approval of all purchases exceeding \$50,000. Thus, Staff recommends that the City Council approve utilizing HGACBuy Contract #AM10-23 to purchase one (1) new 2026 Ford E450 with the remount of the ambulance module, add-ons, and a 5% contingency fund in the amount of \$223,015.26.





CITY OF SANTEE

COUNCIL AGENDA STATEMENT

FINANCIAL STATEMENT

Funding of \$225,840 for this vehicle is included in the FY 2025-26 Vehicle Replacement Fund budget.

CITY ATTORNEY REVIEW

N/A Completed

RECOMMENDATION

WKC

Adopt Resolution:

1. Authorizing the purchase of a new 2026 Ford E450 chassis from Braun Northwest, Inc., removal and remount of V-190 ambulance module onto the new chassis for an amount not to exceed \$199,710.49; and
2. Authorizing the City Manager to approve additional expenditures for unforeseen changes in an amount not to exceed \$9,985.52 (5% contingency); and
3. Authorizing the open market purchase of select add-ons, such as graphics and replacement radios in an amount not to exceed \$12,685.00; and
4. Authorizing the City Manager to approve additional expenditures for unforeseen changes in additional add-ons in an amount not to exceed \$634.25; and
5. Authorizing the City Manager to execute all necessary documents to accomplish the purchase, trade-in, and remount with Braun Northwest, Inc.

ATTACHMENT

Resolution

Braun NW HGAC Remount Proposal

HGACBuy Master Agreement – Project ID #AM10-23



RESOLUTION NO. _____

**RESOLUTION AUTHORIZING PURCHASE OF A NEW 2026 FORD E450 CHASSIS
WITH REMOUNT OF EXISTING AMBULANCE MODULE ONTO THE NEW CHASSIS,
ALL WITH BRAUN NORTHWEST, INC. PER HGACBUY CONTRACT AM10-23**

WHEREAS, the aging of City's 2018 Ford E450 chassis, Vehicle #190 ("V-190"), normal mileage, and ordinary wear and tear have compromised the Fire Department's availability of a reliable vehicle; and

WHEREAS, the City desires to purchase one (1) new 2026 Ford E450 chassis, remove an existing ambulance module from V-190, and remount the ambulance module onto the new chassis; and

WHEREAS, selected add-on items are recommended for purchase separately from other vendors to bring the vehicle up to modern use; and

WHEREAS, the City of Santee FY 2025-26 Vehicle Replacement fund budget includes an appropriation of \$225,840.00 to replace the chassis of V-190, and to remount and refurbish its ambulance module; and

WHEREAS, Santee Municipal Code 3.24.130 authorizes the City to purchase equipment and supplies by joining with other public jurisdictions in cooperative purchasing plans or programs from a vendor at a 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; and

WHEREAS, on October 1, 2023, HGACBuy, a cooperative purchasing program of the Houston-Galveston Area Council of Governments, of which the City is a member, completed a competitive request for proposals process for the purchase of Ambulances, EMS, and Other Special Service Vehicles; and

WHEREAS, Braun Northwest, Inc., of Chehalis, Washington, was awarded HGACBuy Contract #AM10-23 valid through September 30, 2027; and

WHEREAS, Braun Northwest, Inc., quote reflects pricing pursuant to HGACBuy Contract AM10-23, which was publicly bid and substantially complies with the City's formal bidding procedures; and

WHEREAS, Braun Northwest, Inc. was awarded Product AM23CE05-Remount of North Star Module onto a Ford E450; and

WHEREAS, this 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; and

WHEREAS, the City Council desires to approve utilizing HGACBuy Contract #AM10-23 to purchase one new 2026 Ford E450 with the remount of the ambulance

RESOLUTION NO. _____

module, add-ons and a 5% contingency for unforeseen changes, in the amount not to exceed \$223,015.26.

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

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

SECTION 2. The City Council of the City of Santee hereby:

1. Authorizes the purchase of a new 2026 Ford E450 chassis from Braun Northwest, Inc., and the removal and remount of the existing ambulance module onto the new Ford chassis by Braun Northwest, Inc., including extended warranty in an amount of \$199,710.49; and
2. Authorizes the City Manager to approve additional expenditures for unforeseen changes in the amount not to exceed \$9,985.52 (5% contingency); and
3. Authorizes the open market purchase of select add-ons, such as graphics and radios, in the amount not to exceed \$12,685.00; and
4. Authorizes the City Manager to approve additional expenditures for unforeseen changes in the amount for select add-ons in the amount not to exceed \$634.25 (5% contingency); and
5. Authorizes the City Manager to execute all necessary documents to accomplish the purchase, trade-in, and remount with Braun Northwest, Inc.

SECTION 3. 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.

SECTION 4. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 5. This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this December 10, 2025, by the following roll call vote, to wit:

RESOLUTION NO. _____

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CMC, CITY CLERK



150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

HGAC REMOUNT PROPOSAL

December 3, 2025

City of Santee
Attn: Scott Larson
10601 Magnolia Avenue
Santee, CA 92071
slarson@citofsanteeca.gov

RE: Remount/Refurbish one (1) 2006 North Star vehicle #633-R module

Braun Northwest is pleased to offer the following proposal which is based upon HGAC contract AM10-23:

Remount/Refurbish one (1) 2006 North Star vehicle #633-R module onto a 2026 Ford E-450 4x2 ambulance prep gas chassis based upon NS Vehicle #823-R "As-Built" specifications dated 4/2/2023 with the following modifications:

- Utilize a 2026 Ford E-450 4x2 ambulance prep gas chassis
- Ford Premium Care Extended Warranty

Base price HGAC AM23CE05	\$104,412.00
Published/Customization options taken	\$ 72,562.00
HGAC Buy discount	<\$ 1,500.00>
Sales Tax based upon 7.75%.....	<u>\$ 13,599.24</u>
Subtotal for one (1) vehicle.....	\$189,073.24
Ford Premium Care Extended Warranty Non-Taxable	\$ 7,125.00
Contingency Fund	\$ 5,000.00
California Tire Tax Non-Taxable	\$ 12.25
Delivery Fee Non-Taxable	\$ 2,900.00
HGAC Fee Non-Taxable	\$ 600.00
Total F.O.B. Santee, CA.....	<u>\$204,710.49****</u>

Sales tax not included

F.O.B.: Santee, California

Delivery: Remount/refurbish to be completed within ninety (90) days after receipt of new chassis and existing vehicle. Start of process to be scheduled based upon new chassis delivery, agency's operational schedule and Braun NW manufacturing plan.

Terms: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.



EMERGENCY VEHICLES

www.braunnw.com



150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

It is understood that the used chassis is not road legal due to the transfer of such items as lights and mud flaps to new chassis. Transportation of used chassis remains the responsibility of agency unless chassis is traded-in. Any parts or pieces not transferred to the new chassis or reused, unless specifically noted, shall be included in trade-in value of chassis to reduce overall cost of this project.

**The above pricing is based upon the availability of the current model year chassis. Should the model year no longer be available at the time the order is placed, a newer model year will be offered with an adjustment in price.*

***In the event of chassis price increases due to the potentially implemented tariffs, which are out of Braun NW's control, customer will be notified of the cost change associated with the chassis, and adjustments will be made via a change order.*

****Round-trip travel is included for two people, flying from San Diego to Portland, OR for the final inspection.*

*****The above pricing is valid until December 31st, 2025. Any proposal signed and returned after this date will have a price increase associated with it, to be completed via change order.*

(Note: This bid is contingent on use of customer's Government Ford Fleet Identification Number.) Failure to secure a FIN will increase the price by the amount of the GPC chassis discount.

Braun Northwest, Inc. is a California dealer (#16055) with insurance information available upon request.

Respectfully Submitted by:
Braun Northwest, Inc.

Colton Schoelkopf

Colton Schoelkopf, General Sales
Manager

We agree to accept the above proposal:
City of Santee

Signature

Date

Date: 12-3-2025

Printed Name

Title

CS
cc BG

Enclosures: Option page, specifications.



EMERGENCY VEHICLES

www.braunnw.com

OPTIONS
FOR
City of Santee
Santee, California

Please indicate if you want the following options by initialing in the space provided and checking the appropriate "yes" or "no" box, then sign where indicated below. After completion, please return this original form to our office along with the original proposal.

Thank you!

1. Utilize front LiquidSpring suspension system in addition to rear suspension system.

ADD PER UNIT \$6,950.00

Do you want this option? Yes No _____ initials

**Note: This is in addition to rear LiquidSpring suspension system as front LiquidSprings cannot be used as a stand- alone.*

(NOTE: THIS PRICING DOES NOT INCLUDE SALES TAX.)

APPROVED BY: *(Please initial above choice (s) & sign below)*

(Signature)

(Date)

(Printed Name)

(Title)

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Braun Northwest, Inc. - Public Services - ID: 11091

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Braun Northwest, Inc., hereinafter referred to as the Contractor, having its principal place of business at 150 North Star Drive, Chehalis, WA 98532.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Oct 01 2023 and ends Sep 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document.

The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020
AND AS AMENDED OCTOBER 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

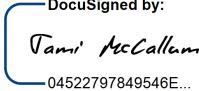
ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Braun Northwest, Inc.

Signature 
Name Tami McCallum
Title V.P. Sales
Date 10/16/2023

H-GAC

Signature 
Name Chuck Wemple
Title Executive Director
Date 10/23/2023

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Braun Northwest, Inc. - Public Services - ID: 11091

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS (“EUA”)

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Ambulances, EMS & Special Service Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

Project ID: AM10-23

Release Date: Friday, June 9, 2023

Due Date: Thursday, August 10, 2023 12:00pm

Posted Friday, June 9, 2023 7:00am

Bid Unsealed Thursday, August 10, 2023 12:03pm

Pricing Unsealed Thursday, August 10, 2023 12:03pm

All dates & times in Central Time

3. Scope of Work / Specifications

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

3.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Ambulances, EMS and Other Specialty Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available ambulances, emergency medical response and specialty vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories.

3.2. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category G. If that specific vehicle is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category G will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

1. Ambulance

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, Type (I, II, or III), module configurations/dimensions, chassis (make and model), 2WD/4WD, and fuel type.

2. Light/Medium Duty EMS Rescue Vehicle

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis (make and model), dimensions, 2WD/4WD, and fuel type.

3. Other Specialty Vehicle or Equipment

Category includes vehicles or trailers for command, communication, tactical response, or other related emergency response functions. Response listings/descriptions must be organized by major sub-categories, which shall include manufacturer, model, type/function, chassis (make and model), axle configuration, dimensions, 2WD/4WD, and fuel type.

4. EMS Vehicle Conversions

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis, 2WD/4WD, and fuel type.

5. Remount Services Only

Pricing for this service must include the cost of removing an existing body and reinstalling it on a different chassis, only. This service would apply where the chassis was supplied by the end user.

Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end user's responsibility and will be negotiated between the end user and the supplier/contractor when services are quoted.

6. Remount on Contractor Supplied Chassis

Pricing for these items must include the cost of the chassis plus the removal and reinstallation of the body.

7. Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicles

Response listings must be organized by manufacturer, model, vehicle type/function, and primary fuel/propulsion type.

8. Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans

Response listings must include specific details about which fees are included in costs, including current labor rates, and fee structures.

9. Ambulance/EMS/Rescue Vehicle Parts and Supplies

Response listing must include percentage discount.

10. Ambulance/EMS/Rescue Vehicle Options

Response listing must include percentage discount.

3.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

3.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Division. Contractor must ensure all emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.
3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted (as per latest edition of KKK-A-1822F).
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each listing being bid.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design, materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.
6. On Type I & III emergency medical service MODULE the warranty period will be fifteen (15) years.
7. This warranty will be upgraded to its original status each time the module is remounted by Contractor, or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
8. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
9. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

3.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards (examples: National Fire Protection Association (NFPA), Commission on Accreditation of Ambulance Services (CAAS), Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), Occupational Safety and Health Administration (OSHA)).

3.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

3.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

3.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Ambulance: \$1,000 per purchase order

Category B – Light/Medium Rescue Vehicle: \$1,000 per purchase order

Category C – Specialty Vehicle/Equipment:

Light Rescue/Special Service	\$1,000 per purchase order
Heavy Rescue/Special Service	\$2,000 per purchase order
All Trailers	2% per purchase order
Category D – EMS Vehicle Conversions:	\$1,000 per purchase order
Category E – Remount Services Only:	\$600 per purchase order
Category F – Remount on Contractor Supplied Chassis:	\$600 per purchase order
Category G –Electric/Alternative Fuel Vehicles	Determined by category of vehicle
Category H –Service/Maintenance Plans:	2% per purchase order
Category I - Ambulance/Vehicle Parts and Supplies	2% per purchase order
Category J - Ambulance/EMS/Rescue Vehicle Options	No separate fee - part of vehicle

3.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

Attachment A
Braun Northwest, Inc.
Ambulances, EMS & Special Service Vehicles
Contract No.: AM10-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount	
		Category A - Ambulance			
Braun Northwest, Inc.	AM23CA01	North Star - Type 1 - Ford F-350 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	\$ 212,653.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA02	North Star - Type 1 - Ford F-350 4x4 - Diesel Engine - 155"L x 94"W x 72" HR	\$ 237,613.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA03	North Star - Type 1 - Ram 3500 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	\$ 221,543.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA04	North Star - Type 1 - GMC K3500 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	\$ 211,873.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA05	North Star - Type 1 - Chevrolet 4500 4x4 - Diesel Engine - 167"L x 94"W x 72" HR	\$ 239,292.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA06	North Star - Type 1 - Ford F-450 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	\$ 231,346.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA07	North Star - Type 1 - Ford F-450 4x4 - Diesel Engine - 167"L x 94"W x 72" HR	\$ 235,296.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA08	North Star - Type 1 - Ram 4500 4x4 - Diesel Engine - 167"L x 94"W x 72" HR	\$ 244,557.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA09	North Star - Type 1 - Medium Duty - Ford F-650 4x2 - Diesel Engine - 167"L x 96"W x 72" HR	\$ 266,552.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA10	North Star - Type 1 - Medium Duty - International - Diesel Engine - 167"L x 96"W x 72" HR	\$ 269,771.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA11	North Star - Type 1 - Medium Duty - Freightliner - Diesel Engine - 167"L x 96"W x 72" HR	\$ 275,270.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA12	North Star - Type 2 - MB Sprinter Van	\$ 156,817.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA13	North Star - Type 2 - Promaster Van	\$ 159,701.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA14	North Star - Type 2 - Ford Transit AWD Gas	\$ 164,638.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA15	North Star - Type 3 - Ford E-350 - Gas Engine - 147"L x 94"W x 72" HR	\$ 192,750.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA16	North Star - Type 3 - GMC G3500 - Gas Engine - 147"L x 94"W x 72" HR	\$ 199,296.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA17	North Star - Type 3 - Ford E-450 - Gas Engine - 167"L x 94"W x 72" HR	\$ 199,690.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CA18	North Star - Type 3 - GMC 4500 - Gas Engine - 167"L x 94"W x 72" HR	\$ 204,991.00	-\$ 1,500.00	
		Category B - Light/Medium EMS Rescue Vehicle			
Braun Northwest, Inc.	AM23CB01	North Star - Fire Rescue - Ford F-550 4x4 Crew Cab - Diesel Engine - 116"L x 94"W	\$ 199,255.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CB02	North Star - Fire Rescue - Ford F-550 4x4 Regular Cab - Diesel Engine - 116"L x 94"W	\$ 191,824.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CB03	North Star - Fire Rescue - Ram 5500 4x4 Crew Cab - Diesel Engine - 116"L x 94"W	\$ 207,228.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CB04	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 116"L x 94"W	\$ 199,338.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CB05	North Star - Fire Rescue - Ford F-550 4x4 Crew Cab - Diesel Engine - 147"L x 94"W	\$ 200,248.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CB06	North Star - Fire Rescue - Ford F-550 4x4 Regular Cab - Diesel Engine - 147"L x 94"W	\$ 193,322.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CB07	North Star - Fire Rescue - Ram 5500 4x4 Crew Cab - Diesel Engine - 147"L x 94"W	\$ 208,726.00	-\$ 1,500.00	
Braun Northwest, Inc.	AM23CB08	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 147"L x 94"W	\$ 200,836.00	-\$ 1,500.00	

Braun Northwest, Inc.	AM23CB09	North Star - Fire Rescue - Ford F-550 4x4 Regular Cab - Diesel Engine - 167" L x 94" W	\$ 198,322.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CB10	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 167" L x 94" W	\$ 205,836.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CB11	North Star - Fire Rescue - Ford F-550 4x4 Regular Cab - Diesel Engine - 192" L x 94" W	\$ 220,140.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CB12	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 192" L x 94" W	\$ 226,270.00	-\$ 1,500.00
Category C - Other Specialty Vehicle or Equipment				
Braun Northwest, Inc.	AM23CC01	North Star - Prisoner Transport - Ford E-350 - Gas Engine - 138" L x 94" W x 57.875" HR	\$ 140,354.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CC02	North Star - Prisoner Transport - Ford F-350 4x4 - Diesel Engine - 143" L x 94" W x 57.75" HR	\$ 155,542.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CC03	North Star - Prisoner Transport - Ford F-450 4x2 Regular Cab - Diesel Engine - 191" L x 94" W x 72.875" HR	\$ 196,087.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CC04	North Star - Prisoner Transport - Ford F-550 4x2 - Regular Cab - Diesel Engine - 197" L x 94" W x 73" HR	\$ 213,909.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CC05	North Star - Prisoner Transport - Freightliner M2 4x2 - Regular Cab - Diesel Engine - 197" L x 94" W x 73" HR	\$ 245,915.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CC06	North Star - Prisoner Transport - Ford F-650 4x2 - Super Cab - Diesel Engine - 197" L x 94" W x 73" HR	\$ 246,335.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CC07	North Star - Prisoner Transport - Ram 4500 4x2 - Regular Cab - Gas Engine - 197" L x 94" W x 72" HR	\$ 217,020.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CC08	North Star - EOD Command - Ford F-550 4x4 - Regular Cab - Diesel Engine - 191" L x 94" W x 80" HR	\$ 274,359.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CC09	North Star - EOD Command - International MV607 4x2 - Crew Cab - Diesel Engine - 222" L x 100" W x 84" HR	\$ 364,112.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CC10	North Star - SWAT Command - Ford F-550 4x4 - Regular Cab - Diesel Engine - 192" L x 94" W x 78" HR	\$ 234,524.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CC11	North Star - Hazardous Materials Command - Ford F-550 4x4 - Regular Cab - Diesel Engine - 189" L x 96" W x 72" HR	\$ 273,464.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CC12	North Star - Crime Scene Command - Ford F-350 4x4 - Diesel Engine - 147" L x 94" W x 72" HR	\$ 228,796.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CC13	North Star - Mobile Command - Ford F-650 4x2 - Diesel Engine - 196" L x 94" W x 76" HR	\$ 290,290.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CC14	North Star - Wildland Crew Body - 198" L x 98" W x 78" HR	\$ 215,849.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CC15	North Star - Command Van - Transit AWD - Gas	\$ 152,873.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CC16	North Star - Prisoner Transport - Freightliner M2 106 Plus 4x2 - Diesel Engine - 351" L x 102" W x 117" HR	\$ 494,629.00	-\$ 1,500.00
Category E - Remount Services Only				
Braun Northwest, Inc.	AM23CE01	North Star - Remount of Northstar Module	\$ 56,159.00	-\$ 1,500.00
Category F - Remount on Contractor Supplied Chassis				
Braun Northwest, Inc.	AM23CE02	North Star - Remount of Northstar Module - Ford F-350 4x4 - Regular Cab - Diesel Engine	\$ 129,926.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CE03	North Star - Remount of Northstar Module - Ford F-450 4x4 - Regular Cab - Diesel Engine	\$ 138,950.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CE04	North Star - Remount of Northstar Module - Ford E-350 4x2 - Regular Cab - Gas Engine	\$ 102,267.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CE05	North Star - Remount of Northstar Module - Ford E-450 4x2 - Regular Cab - Gas Engine	\$ 104,412.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CE06	North Star - Remount of Northstar Module - GMC G3500 4x2 - Regular Cab - Gas Engine	\$ 93,569.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CE07	North Star - Remount of Northstar Module - GMC G4500 4x2 - Regular Cab - Gas Engine	\$ 94,973.00	-\$ 1,500.00

Braun Northwest, Inc.	AM23CE08	North Star - Remount of Northstar Module - Chevrolet 4500 4x4 - Regular Cab - Diesel Engine	\$ 139,889.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CE09	North Star - Remount of Northstar Module - Ram 3500 4x4 - Regular Cab - Diesel Engine	\$ 131,139.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CE10	North Star - Remount of Northstar Module - Ram 4500 4x4 - Regular Cab - Diesel Engine	\$ 150,204.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CE11	North Star - Remount of Northstar Module - International MV607 4x2 - Regular Cab - Diesel Engine	\$ 175,328.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CE12	North Star - Remount of Northstar Module - Freightliner M2 4x2 - Regular Cab - Diesel Engine	\$ 168,352.00	-\$ 1,500.00
Braun Northwest, Inc.	AM23CE13	North Star - Remount of Northstar Module - Ford F-650 4x2 - Regular Cab - Diesel Engine	\$ 168,509.00	-\$ 1,500.00



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 15

MEETING DATE December 10, 2025

ITEM TITLE RESOLUTION APPROVING A SECOND AMENDMENT EXTENDING THE TERM OF A PROFESSIONAL SERVICES AGREEMENT WITH ON DUTY HEALTH, PLLC FOR AN ADDITIONAL THREE YEARS WITH THE OPTION OF TWO ADDITIONAL ONE-YEAR EXTENSIONS TO PROVIDE FIREFIGHTER HEALTH AND FITNESS ASSESSMENTS

DIRECTOR/DEPARTMENT Harley Wallace, Fire Chief *H.W.*

SUMMARY

Pursuant to a long-standing Memorandum of Understanding (MOU) between the City of Santee and the Santee Firefighters' Association, the City must "support, and fund physicals and medical testing as mutually agreed upon by the City and the Association, referred to as the Firefighter Wellness Program." In 2024, the City selected On Duty Health to conduct the physical and medical testing. The agreement was first amended at the end of 2025 to extend the contract term through December 31, 2025.

This item requests authorization to proceed with a second amendment to a professional services agreement to extend the contract term for an additional three (3) years with the option to extend for two (2), one (1) year terms, for a total of five (5) potential years with On Duty Health, PLLC, for annual firefighter health and fitness assessments.

The City would now like to extend the agreement for an additional three years with the option of two additional one-year extensions. On Duty Health has agreed to lock in the price of the health and fitness assessment (\$908 each) and related costs for the three-year term. If further extended, the price will increase by five percent in year four and again in year five. The Fire Department has budgeted for up to 57 assessments in fiscal year 2025-26 for a total maximum cost of \$51,756 through June 30, 2026.

Santee Purchasing Ordinance section 3.24.180(A)(4) requires City Council approval of professional service agreements exceeding \$25,000 in any single fiscal year.

FINANCIAL STATEMENT *EB for HJ*

Funding for firefighter health and fitness assessments is included in the FY 2025-26 Fire Department Operating Budget.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *WV*

Adopt the Resolution approving a second amendment to the professional services agreement with On Duty Health authorizing an additional three (3) year contract term, with the option to extend for two (2), one (1) year terms, in an amount not to exceed \$51,756 in fiscal year 2025-26 and authorizing the City Manager to execute all necessary documents.

ATTACHMENT

Resolution
Second Amendment to Professional Services Agreement



RESOLUTION NO. _____

RESOLUTION APPROVING A SECOND AMENDMENT EXTENDING THE TERM OF A PROFESSIONAL SERVICES AGREEMENT WITH ON DUTY HEALTH, PLLC FOR AN ADDITIONAL THREE YEARS WITH THE OPTION OF TWO ADDITIONAL ONE-YEAR EXTENSIONS TO PROVIDE FIREFIGHTER HEALTH AND FITNESS ASSESSMENTS

WHEREAS, on June 25th, 2025, City Council approved a Memorandum of Understanding (MOU) between the City of Santee and the Santee Firefighters' Association , that will remain in effect through June 30, 2027; and

WHEREAS, in the MOU the City has agreed to support the Firefighter Wellness Program and to pay for firefighter annual physicals and medical testing as mutually agreed upon by the City and the Association; and

WHEREAS, the City selected On Duty Health, PLLC to conduct the firefighter physicals and medical testing in 2024 and 2025; and

WHEREAS, the City would like to extend its agreement with On Duty Health for an additional three years with the option of two additional one-year extensions; and

WHEREAS, On Duty Health has agreed to a fixed rate for health and fitness assessments (\$908each) and related costs that will remain in place for the three-year term;; and

WHEREAS, Based upon the fixed rate and the number of firefighters estimated to receive health assessments before the end of the current fiscal year, funds in the amount of \$51,756 are currently included in the Fire Department Operating Budget; and

WHEREAS, Santee Municipal Code Section 3.24.180(A)(4) requires City Council approval of professional service agreements exceeding \$25,000 in a single fiscal year; and

WHEREAS, Staff recommends extending the City's contract with On Duty Health on the terms set forth in the Second Amendment to Professional Services Agreement attached as Exhibit A;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Santee, California, that the City Council hereby approves the Second Amendment to Professional Services Agreement by and between City of Santee and On Duty Health PLLC in an amount not to exceed \$51,756 for Fiscal Year 2025-2026 and authorizes the City Manager to execute all related documents.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 10th day of December 2025, by the following roll call vote to wit:

RESOLUTION NO. _____

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN CITY OF SANTEE AND
ON DUTY HEALTH, PLLC**

This Second Amendment ("Second Amendment"), dated December 10, 2025, is between the City of Santee, a California charter city ("City") and On Duty Health, PLLC, a California professional stock corporation with its principal place of business at 1752 E Lugonia Ave, Ste 117-4949 Redlands, CA 92374 ("Consultant"). City and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Parties entered into a one-year agreement on February 1, 2024 ("Agreement") pursuant to which Consultant provides Health and Fitness Assessments to City Firefighters.

B. In December 2024, the Parties amended the Agreement to extend its term for another year.

C. The Parties now wish to amend the Agreement to update the cost of each assessment and to extend the term of the Agreement for three additional years with the option of two further one-year extensions.

NOW, THEREFORE the Parties agree as follows:

1. **CONSULTANT'S RATES:** Paragraph 2.a of the Agreement is deleted and replaced with the following:

a. Subject to paragraphs 2(b) - (d) below, the Parties agree that the rates quoted in Consultant's supplemental Schedule of Charges, which is attached as Exhibit 'B' and made a part of this Agreement as if fully set forth, will remain in effect through June 30, 2028. If the City exercises its first option to extend this Agreement from July 1, 2028 through June 30, 2029, the rates quotes in Exhibit B will increase by five-percent. If the City then exercises its second option to extend this Agreement from July 1, 2029 through June 30, 2030, the rates quoted in Exhibit B will increase by another five percent.

2. **MAXIMUM BUDGETED AMOUNT:** Paragraph 2.b of the Agreement is deleted and replaced with the following:

b. In no event will the total amount paid for Consultant's services during Fiscal Year 2025-2026 exceed the sum of \$51,756. This Agreement is subject to and contingent on budgetary

appropriations being approved by the City Council for each subsequent fiscal year in which this Agreement is in effect. If no appropriations are approved, the Agreement will terminate immediately without penalty to the City.

3. **TERM**: Paragraph 8 of the Agreement is deleted and replaced with the following:

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

a. **Time of Performance**. Consultant must perform its services in a prompt and timely manner, and in accordance with the Activity Schedule attached as Exhibit 'C'; provided, however, that the contents of this Agreement will supersede any provisions in Exhibit 'C' that is inconsistent herewith. Work shall commence upon authorization from the City.

b. **Agreement Term**. Subject to annual budget appropriation approved by the City Council, this Agreement will automatically renew for Fiscal Year 2026-2027 and Fiscal Year 2027-2028. Thereafter, the City has the right to exercise two one-year options to extend the Agreement by giving 30-days written notice to Consultant prior to the end of the then-current term..

4. **CONTINUING EFFECT OF AGREEMENT**. Except as amended by this Second Amendment, all other provisions of the Agreement remain in full force and effect. From and after January 1, 2026, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended.

5. **EFFECTIVE DATE**. This Second Amendment will go into effect on January 1, 2026.

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

CITY OF SANTEE

By: _____

Wendy Kaserman, City Manager

ON DUTY HEALTH, PLLC

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____
Shawn Hagerty, City Attorney

EXHIBIT B
SCHEDULE OF CHARGES (SUPPLEMENTAL)

ESTIMATE

On Duty Health, PLLC
1752 E. Lugonia Ave STE 117-4949
Redlands, CA 92374

info@onduty.health
+1 (512) 655-3578
www.onduty.health



Bill to
City of Santee
8950 Cottonwood Ave
Santee, CA 92071

Ship to
City of Santee
8950 Cottonwood Ave
Santee, CA 92071

Estimate details
Estimate no.: 1210
Estimate date: 02/28/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		"Silver Package" Health & Fitness Assessment	<p>Labs & Urinalysis: Urinalysis, Complete Blood Count, Complete Metabolic Panel , Lipid Panel with LDL/HDL Ratio, A1C, Thyroid Stimulating Hormone , Prostate Specific Antigen (male patients 40 and over), FIT Fecal Occult Screening Kit (patients 40 and over)</p> <p>Full Physical: Comprehensive Physical with Health History & Vitals, Titmus V2 Advanced Vision Testing , Audiometry Testing , Skin Cancer Assessment , Behavioral Health Assessment , Review of Results w/ Personalized Health Plan</p> <p>Cardiopulmonary Screening & Fitness Assessment Cardiopulmonary Exercise Testing (CPET, consisting of 12-lead EKG treadmill/steppmill stress test run to maximal volition utilizing WFI protocol, Blood Pressure readings, and TRUE VO2 Max Testing), Pulmonary Function Testing (Spirometry), Metabolic Analysis w/ Body Composition , Muscular Endurance, Strength and Flexibility Evaluation, Cardiology followup interpretation for irregular results, if indicated</p> <p>Ultrasound Cancer Screening: Ultrasound imaging of the carotid arteries, thyroid, liver, pancreas, gall</p>	57	\$859.00	\$48,963.00
2.		DMV Questionnaire	bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men) , Radiology followup interpretation for irregular results, if indicated	57	\$10.00	\$570.00
3.		On Site Phlebotomy	Firefighter Endorsement	57	\$39.00	\$2,223.00
					Total	\$51,756.00

EXHIBIT B

SCHEDULE OF CHARGES (SUPPLEMENTAL) CONTINUED

2.	DMV Questionnaire	Firefighter Endorsement	57	\$10.00	\$570.00
3.	On Site Phlebotomy	Sending phlebotomist on-site to perform draws and urinalysis	57	\$39.00	\$2,223.00
					Total \$51,756.00



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 16

MEETING DATE December 10, 2025

ITEM TITLE RESOLUTION DECLARING VEHICLE V-132 AS SURPLUS PROPERTY AND DIRECTING THE SALE AT PUBLIC AUCTION OR INTER-AGENCY SALE

DIRECTOR/DEPARTMENT Harley Wallace, Fire Chief *pw*
Nicolas Chavez, Director of Community Services

SUMMARY

Vehicle #132 (V132) is a 2003 Caterpillar Skid Steer. V-132 has exceeded its useful life at 23+ years and does not meet modern fleet safety standards. The vehicle is a Tier 1 emissions vehicle, which negatively impacts the City's Diesel Off-Road Online Reporting System (DOORS) emissions ratings.

On August 13, 2025, the Council approved the purchase of a new 2025 Caterpillar 255 Compact Track Loader to replace V132. The new Caterpillar track loader, V244, was delivered on September 11, 2025. The funds from the proposed auction of V132 were included in the FY 2025-26 Vehicle Replacement Fund budget to partially fund the replacement of this vehicle.

The City's Purchasing Ordinance, SMC 3.32.020(B)(3) requires City Council approval for all surplus items with an estimated current market value of more than \$10,000.00. It is estimated that V-132 will sell for more than \$10,000 at auction.

FINANCIAL STATEMENT *dk*

Funds received from the auction will be deposited into the Vehicle Replacement fund and used to offset the purchase of V244, a 2025 Caterpillar 255 Compact Track Loader.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *dk*

Adopt Resolution:

1. Declaring V132 as surplus and directing sale of the surplus vehicle at public auction or inter-agency sale;
2. Authorizing the City Manager to execute all necessary documents.

ATTACHMENT

Resolution



RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
DECLARING VEHICLE V-132 AS SURPLUS PROPERTY AND DIRECTING THE SALE
AT PUBLIC AUCTION OR INTER-AGENCY SALE**

WHEREAS, Vehicle #132 (V-132) is a 2003 Caterpillar Skid Steer and has exceeded its useful life at 23+ years; and

WHEREAS, V-132 does not meet modern fleet safety standards, and negatively impacts the City's Diesel Off-Road Online Reporting System (DOORS) emissions ratings; and

WHEREAS, on August 13, 2025, the City Council approved the purchase of a 2025 Caterpillar 255 Compact Track Loader to replace V-132.

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

1. Declares V-132 surplus property and directs the sale of the surplus vehicle at public auction or inter-agency sale as surplus property; and
2. Authorizes the City Manager to execute all necessary documents.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 10th day of December 2025, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

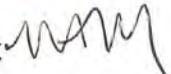
ATTEST:

JAMES JEFFRIES, CITY CLERK

MEETING DATE December 10, 2025

ITEM TITLE PUBLIC HEARING FOR A TENTATIVE MAP (TM-2025-0002) AND DEVELOPMENT REVIEW PERMIT (DR-2025-0002) FOR A MULTI-FAMILY RESIDENTIAL DEVELOPMENT CONSISTING OF 100 UNITS AND RELATED SITE IMPROVEMENTS ON A 5.26 ACRE PARCEL LOCATED AT 9506 MISSION GORGE ROAD (APN 381-040-36-00) IN THE TOWN CENTER HIGH DENSITY RESIDENTIAL (TC-R-22) ZONE AND SUBJECT TO CEQA GUIDELINES SECTION 15168(c) AND 15162 AND FINDING NO ADDITIONAL ENVIRONMENTAL REVIEW IS REQUIRED AS THE PROJECT IS CONSISTENT WITH FINDINGS ANALYZED IN THE HOUSING ELEMENT REZONE PROGRAM EIR (APPLICANT: BORSTEIN ENTERPRISES)

DIRECTOR/DEPARTMENT Sandi Sawa, AICP, Planning & Building Department



SUMMARY

The project is a request for a Tentative Map (TM-2025-0002) and Development Review Permit (DR-2025-0002) for a 100-unit multifamily residential development on a 5.26-acre lot in the Town Center High Density Residential (TC-R-22) zone.

In 2010, Walmart at 170 Town Center Parkway submitted a Major Revision application proposing a 49,119-square-foot expansion of the existing store, including conversion to a 24-hour operation with full retail and grocery services. The proposal included expanding the parking lot into the property to the south, which is the site now being considered as The Exchange. Environmental review was initiated beginning with the release of a Notice of Preparation in 2011, followed by circulation of a Draft Environmental Impact Report (DEIR) in 2013. Project processing continued intermittently, and in 2016 Walmart resubmitted the 2010 Major Revision. In 2017, the Major Revision was withdrawn and there has been no further project activity from Walmart.

The proposed project includes 18 three-story townhome buildings with a maximum height of 38 feet 6 inches. The project offers units with three or four bedrooms, ranging in size from 1,459 to 1,817 square feet. Each unit has its own two-car garage with separate space for storage and individual trash receptacles. On-site improvements include 29 guest parking spaces and recreational amenities such as a tot lot, turf area, community BBQ area, dog run, and landscaping. The project will also provide street improvements along the project frontage and right-of-way enhancements up to Mission Gorge Road.

The City identified the project site in the Housing Element Rezone Program Implementation Project (Housing Element Rezone), and the site was rezoned from Town Center (TC) Commercial to TC-R-22 in 2022. The TC-R-22 designation allows 22 to 30 dwelling units per acre. The capacity identified for the site was 115 low-income units and the project is proposing 100 above moderate for-sale units, which meets the density requirements.





CITY OF SANTEE

COUNCIL AGENDA STATEMENT

A courtesy notice was mailed on July 17, 2025, to all properties within a 300-foot radius of the project site. The notice informed nearby residents and property owners of the project and provided an opportunity to submit comments. No comments were received in response to the mailing.

ENVIRONMENTAL REVIEW

The environmental impacts associated with the proposed project were previously analyzed in the certified Program Environmental Impact Report (PEIR) for the City of Santee Housing Element Rezone Program Implementation (State Clearinghouse No. 2021100263), which was certified by the City Council on October 12, 2022. Pursuant to CEQA Guidelines Sections 15168(c) and 15162, no additional environmental review is required as the project is consistent with the development assumptions, zoning, and mitigation measures analyzed in the Rezone Program PEIR, and no new significant environmental effects or substantially more severe effects would occur beyond those previously identified.

FINANCIAL STATEMENT

Staff costs for application processing are paid on an actual cost recovery basis. Development Impact Fees are estimated to total \$3,468,252.80

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *W/C*

1. Conduct and close the public hearing; and
2. Find Tentative Map TM-2025-0002 and Development Review Permit DR-2025-0002 subject to CEQA Section 15168(c) and 15162 and no additional environmental review is required as the project is consistent with findings analyzed in the Housing Element Rezone Program EIR; and
3. Approve Tentative Map TM-2025-0002 and Development Review DR-2025-0002 per the attached Resolution.

ATTACHMENTS

Staff Report
Aerial Vicinity Map
Project Plans
TM-2025-0002 & DR-2025-0002 Resolution
CEQA Consistency Analysis

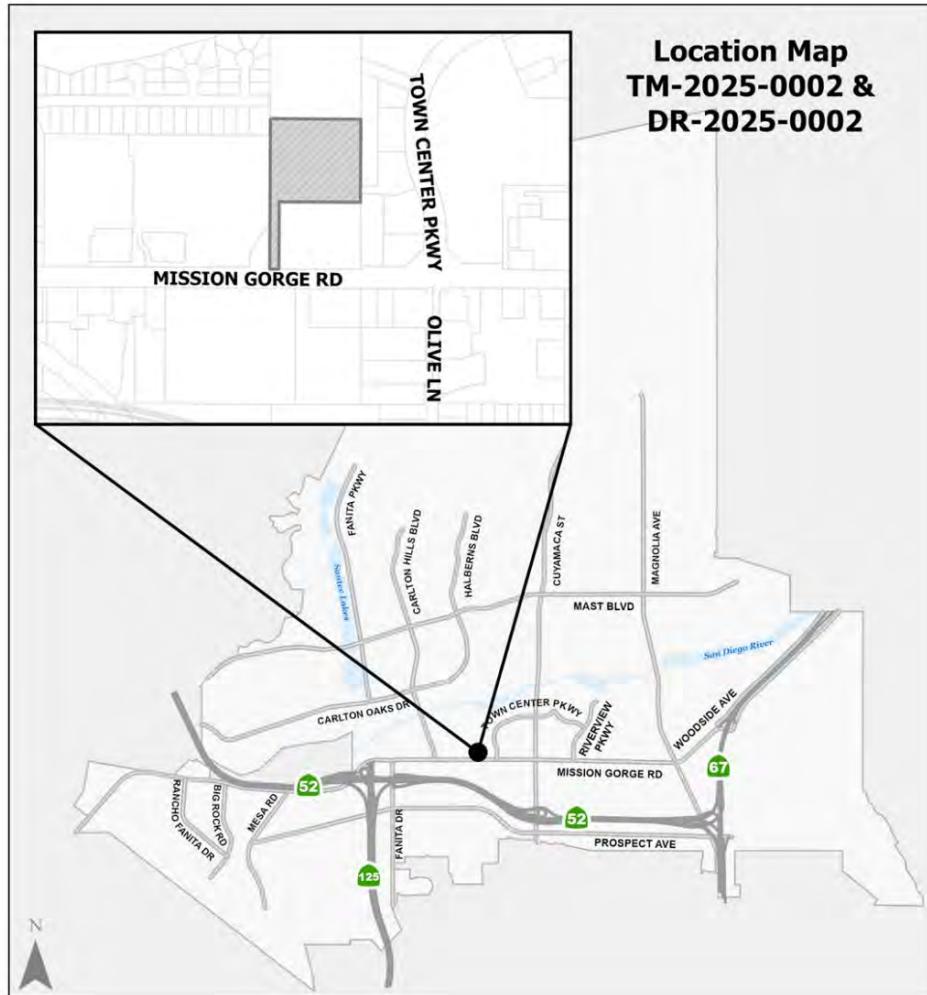


STAFF REPORT

PUBLIC HEARING FOR A TENTATIVE MAP (TM-2025-0002) AND DEVELOPMENT REVIEW PERMIT (DR-2025-0002) FOR A MULTI-FAMILY RESIDENTIAL DEVELOPMENT CONSISTING OF 100 UNITS AND RELATED SITE IMPROVEMENTS ON A 5.26 ACRE PARCEL LOCATED AT 9506 MISSION GORGE ROAD (APN 381-040-36-00) IN THE TOWN CENTER (TC) HIGH DENSITY RESIDENTIAL (R-22) ZONE AND FINDING SUBJECT TO CEQA GUIDELINES SECTION 15168(C) AND 15162 AND FINDING NO ADDITIONAL ENVIRONMENTAL REVIEW IS REQUIRED AS THE PROJECT IS CONSISTENT WITH FINDINGS ANALYZED IN THE HOUSING ELEMENT REZONE PROGRAM ENVIRONMENTAL IMPACT REPORT

**APPLICANT: BORSTEIN ENTERPRISES
CITY COUNCIL MEETING
DECEMBER 10, 2025**

On November 28, 2025, a Notice of the Public Hearing was published in the East County Californian and 56 adjacent owners or residents of property within 300 feet of the project site and other interested parties were notified by U.S. Mail. 19 interested parties were notified by email.



A. SITUATION AND FACTS

1. Requested by Borstein Enterprises
2. Land Owner..... Borstein Enterprises
3. Type and Purpose of Request Tentative Map and Development Review for a multi-family residential development consisting of 100 units (Project)
4. Location 9506 Mission Gorge Road
5. Site Area 4.18 Net Acres (5.26 Gross Acres)
6. Number of lots One
7. Hillside Overlay No
8. Existing Zoning..... TC (Town Center) R-22 (High Density Residential)
9. Surrounding Zoning..... North: TC Office/Commercial
South: TC Office/Commercial
East: TC Office/Commercial
West: General Commercial, R-2 (Low Medium Residential)
10. General Plan Designation Town Center Specific Plan
11. Existing Land Use..... Vacant
12. Surrounding Land Use..... North: Walmart
South: US Postal Service
East: Medical offices, variety of eating establishments, other commercial/office uses
West: Lowes Improvement Store, single family residential
13. Terrain Relatively flat
14. Environmental Status The project requires no additional review pursuant to CEQA Guidelines Sections 15168(c) and 15162, as it remains consistent with the existing City of Santee Housing Element Rezone Program Environmental Impact Report (PEIR)
15. APN..... 381-040-36-00
16. Within Airport Influence Area (AIA) AIA 1 and Safety Zones 4 and 6

B. BACKGROUND

History:

In 2010, Walmart at 170 Town Center Parkway submitted a Major Revision application proposing a 49,119-square-foot expansion of the existing store, including conversion to a 24-hour operation with full retail and grocery services. The proposal included expanding the parking lot into the property to the south, which is the site now being considered as The Exchange. Environmental review was initiated beginning with the release of a Notice of Preparation in 2011, followed by circulation of a Draft Environmental Impact Report (DEIR) in 2013. Project processing continued intermittently, and in 2016 Walmart resubmitted the 2010 Major Revision. In 2017, the Major Revision was withdrawn and there has been no further project activity from Walmart.

In 2022, the City of Santee (City) rezoned the project site in the Housing Element Rezone Program Implementation Project (referenced herein as the “Housing Element Rezone”) from TC-Commercial to TC-R-22, which allows 22 to 30 dwelling units per acre. The project proposes to dedicate a total of 100 units onto the buildable 4.18 acres of the site, which meets the density requirements at approximately 24 dwelling units per acre.

As part of the Housing Element Rezone, the City adopted Resolution No. 125-2022, which certified a Final Program Environmental Impact Report (PEIR) (SCH #2021100263), adopted Findings of Fact and a Statement of Overriding Considerations under CEQA, and adopted a Mitigation Monitoring and Reporting Program. The environmental impacts associated with the proposed project were previously analyzed in the certified Program Environmental Impact Report (PEIR) for the City of Santee Housing Element Rezone Program Implementation, which was certified by the City Council on October 12, 2022. Pursuant to CEQA Guidelines Sections 15168(c) and 15162, no additional environmental review is required as the project is consistent with the development assumptions, zoning, and mitigation measures analyzed in the Rezone Program PEIR, and no new significant environmental effects or substantially more severe effects would occur beyond those previously identified.

Existing Conditions:

The buildable site totals 4.18 acres with the remaining portion of the 5.26 acres making up the surrounding easements. The site is identified as APN 381-040-36-00, which is located off Mission Gorge Road behind the US Postal Office. Adjacent uses include the US Postal Office to the south; Lowe’s Home Improvement store and residential use to the west; multi-tenant commercial uses to the east; and a Walmart Shopping Center to the north.

C. PROJECT DESCRIPTION

Overview:

The proposed 100-unit residential townhome development includes 18 three-story townhome buildings with a maximum height of 38 feet 6 inches. Each unit will have an attached two-car garage, separate space for storage, and individual trash receptacles. The unit sizes range from 1,459 to 1,817 square feet (sq.ft.) and include three to four bedrooms.

On-site improvements include 29 guest parking spaces, recreational areas including a tot lot, turf area, a community BBQ area, a dog run, and landscaping. The project will also provide street improvements along the project frontage and provide right-of-way enhancement up to Mission Gorge Road.

D. ANALYSIS

General Plan Consistency:

The site is designated TC-R-22, which allows for a density range of 22-30 dwelling units per gross acre. The overall density proposed for this Project is 23.92 dwelling units per gross acre. However, approximately 1.08 acres of the site will partially be under an Irrevocable Offer of Dedication (IOD) and/or already an existing roadway providing access to the site. This results in a buildable project site of 4.18 acres (gross). The proposed density of the buildable acreage is consistent with the capacity anticipated for the site as identified in the Housing Element Rezone. The capacity identified for the site was 115 units for low-income income households and the Project is proposing 100 above-moderate multi-family units which meets the general plan density.

Zoning Ordinance Consistency:

This site has been zoned as TC-R-22. The Town Center Specific Plan identifies residential zones within the Town Center area as subject to the development standards of the Santee Municipal Code Residential Districts. The proposed Project, a multi-family residential development, is consistent with the R-22 zone and development standards in the Zoning Ordinance as shown in Table 1.

Table 1: Development Standards Summary (R-22)

	Required	Proposed
Density	22-30 dwelling units/acre	23.92 dwelling units/acre
Maximum Lot Coverage	70%	41%
Maximum Height	55 feet (five stories)	38.6 feet (three stories)
Resident Parking	200 Spaces	200 Spaces
Guest Parking	25 Spaces	29 Spaces
Setbacks		
Front	10 feet	45 feet
Sides	10 feet	10 feet
Rear	10 feet	42 feet
Open Space		

Private	60 sq.ft. per unit (6,000 sq.ft. total)	Min 60 sq.ft. per unit (7,320 sq.ft. total)
Common	100 sq.ft. per unit (10,000 sq.ft. total)	547 sq.ft. per unit (54,682 sq.ft. total)

Architectural Style

The building exhibits a contemporary three-story townhome design characterized by clean, rectilinear massing, varied wall planes, and a mix of materials to provide visual interest. The façade incorporates modern elements, including smooth stucco finishes in contrasting neutral tones, integrated metal balconies, vertically proportioned windows, and simplified parapet rooflines. A central accent element with textured stone veneer adds depth and breaks up the overall mass. Combined with new landscaping, the Project will offer a visually attractive residential development that will aesthetically enhance the site.

Adjacent Land Uses

The surrounding uses include single-family homes to the northwest and a Lowe's Home Improvement Center directly to the west. Walmart Shopping Center is located north of the site with multi-tenant commercial buildings to the east. The US Postal Office is located on the south side of the site. The Project has been designed to fit within the surrounding land uses.

The Project meets all applicable standards for the R-22 zone, where multi-family residential development is permitted, and was anticipated under the Housing Element Rezone. Therefore, the Project has been determined consistent with adjacent land uses.

Airports

The Project is within 1.25 miles of Gillespie Field Airport and is located within AIA (Airport Influence Area) 1, Airport Safety Zones 4 and 6 of the Gillespie Field Airport Land Use Compatibility Plan (ALUCP).

On August 15, 2025, the Federal Aviation Administration (FAA) determined the Project, as designed, presented no hazard to air navigation. In addition, the Airport Land Use Commission (ALUC) reviewed the Project and FAA determination and recommended on September 2, 2025 that the Project is conditionally consistent with the ALUCP. Since the Project is located within the overflight notification area, the ALUC required that an overflight notification be provided to all new residential units. This has been made as a condition of approval and is incorporated in the Project resolution. The ALUC confirmed the conditional consistency determination at their October 2, 2025, public meeting.

Parking & Access

Pursuant to Section 13.24.040 of the Santee Municipal Code, two parking spaces are required for each unit. A two-car garage is provided for each unit. The garage will also accommodate additional space for storage and individual trash receptacles. In

addition, 25 guest parking spaces are required, and 29 guest parking spaces are provided. Existing site access is from a driveway connecting Mission Gorge Road to the south. The project proposes a portion of this driveway to be dedicated to the City and improved to City standards. The project also proposes to remove the dead end and allow access from the north where an adjacent parking lot that serves the Walmart Shopping Center is located.

Each garage will be equipped with a 40-amp electrical service and the necessary wiring to support a minimum AC Level two (2) electric vehicle (EV) charging station. If requested by the homeowner, the developer will install a Level 2 EV charging station in the garage.

In addition, the project has been conditioned to provide EV charging stations for 13 percent of the total guest parking spaces, resulting in a requirement for four (4) EV-equipped guest spaces. The accessible parking requirement is two (2) spaces, and the project is providing both required spaces. One (1) van-accessible space is also required and is being provided.

Traffic:

Vehicle Miles Traveled (VMT)

A VMT/Trip Generation Report prepared for the Project concluded that the Project would generate 600 daily trips. The City adopted *City of Santee VMT Analysis Guidelines* on April 13, 2022. Based on the City's Guidelines, if a project meets any of the criteria listed within that guideline, then the VMT impact of the project would be considered less than significant, and no further VMT analysis would be required.

Criteria 1 is in relation to projects located in transit-accessible areas. The Project is located approximately 2,600 feet (or .49 mile) from the Santee Town Center Trolley Station, which is a stop for the Metropolitan Transit System Copper Line Trolley with a service interval of 15 minutes from 5 AM to 11 PM. Because the Project would meet the City's screening criteria 1 – Projects Located in a Transit-Accessible Area, the Project's impact on VMT would be considered less than significant and an analysis of VMT would not be required.

Grading:

The site's highest point is at the center where it then slopes down on all sides with elevations ranging between approximately 338 feet above mean sea level (msl) to 332 feet msl. There will be approximately 11,900 cubic yards of cut and 1,900 cubic yards of fill with a net export of 10,000 cubic yards. Pad elevations for the multifamily units would range from approximately 333 feet msl on the west side of the parcel to approximately 336 feet msl on the east side of the parcel.

Drainage:

Drainage patterns for the proposed condition will remain similar to drainage patterns in the pre-Project condition. The pre-Project site drains to two points of compliance (POC) – one west and the other east of the site. The west POC (POC 1) is a cleanout located at the northwest corner of the property and the east POC (POC 2) is a grate

inlet located east of the property, in between the existing businesses

POC 1 will remain the cleanout located at the northwest corner of the property, at the edge of Lowes Road and Lowes Driveway. POC 1 will collect runoff through a series of curb and grate inlets from three distinct areas that confluence at POC 1. The first area is the developed multi-family homes built from the project, where runoff is collected and sent to a high flow pump east of the site. The pump will then send the flows west toward POC 1 to confluence with the existing flows from the Walmart and surrounding establishments and roads to the south and west of the site. Additionally, the pump will also serve as low flow pump to a modular wetland facility in the northeast corner of the site. Moreover, the tributary area of POC 1 will increase by 0.1 acres due to the proposed grading of the project. POC 2 will remain the grate inlet from the existing conditions.

POC 2 will maintain the same drainage patterns from the existing conditions by collecting runoff from the Walmart, roads south of the grate inlet, and a portion of the establishments east of the project. Additionally, the tributary area of POC 2 will decrease by 0.1 acres as a result of the increase in tributary area in POC 1. Runoff collected at both POC's will travel north and drain to the San Diego River, which ultimately flows west and discharges into the Pacific Ocean. It is anticipated that POC 1's peak flows from a 100-year, 6-hour storm event on the post-project site will be higher than peak flows from the pre-Project site; therefore, detention will be required.

Environmental Status:

The environmental impacts associated with the proposed project were previously analyzed in the certified Program Environmental Impact Report (PEIR) for the City of Santee Housing Element Rezone Program Implementation (State Clearinghouse No. 2021100263), which was certified by the City Council on October 12, 2022. Pursuant to CEQA Guidelines Sections 15168(c) and 15162, no additional environmental review is required as the project is consistent with the development assumptions, zoning, and mitigation measures analyzed in the Rezone Program PEIR, and no new significant environmental effects or substantially more severe effects would occur beyond those previously identified.

Development Impact Fees:

The applicant shall pay all development impact fees in effect at the time of building permit issuance. At present, the fees are estimated to be as follows:

Public Facilities	\$ 996,071.40	or	\$ 5.91 / sf
Traffic Signal	\$ 50,562.00	or	\$ 0.30 / sf
Traffic Mitigation	\$ 355,619.40	or	\$ 2.11 / sf
Drainage	\$ 74,157.60	or	\$ 0.44 / sf
Park in-lieu	\$ 1,274,162.40	or	\$ 7.56 / sf
Fire Facilities	\$ 335,394.60	or	\$ 1.99 / sf
Long Range Planning	\$ 15,168.60	or	\$ 0.09 / sf
Administration	\$ 62,359.80	or	\$ 0.37 / sf
RTCIP Mitigation	\$ 304,757.00	or	\$ 3,047.57 / unit

Total	\$3,468,252.80
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Fees will adjust on an annual basis in accordance with the Municipal Code.

E. STAFF RECOMMENDATION

- 1) Conduct and close the public hearing; and
- 2) Find Tentative Map TM-2025-0002 and Development Review Permit DR-2025-0002 subject to Section 15168(c) and 15162 and no additional environmental review is required as the project is consistent with findings analyzed in the Housing Element Rezone PEIR; and
- 3) Approve Tentative Map TM-2025-0002 and Development Review Permit DR-2025-0002 per the attached Resolution.

AERIAL VICINITY MAP

The Exchange

APN: 381-040-36-00



Due to file size, the Project Plans attachment is available
via the link below:

<https://www.cityofsanteeca.gov/departments/city-clerk/document-central/city-clerk/council-agendas/2025/12-10-2025-item-17-project-plans.pdf>

RESOLUTION NO.

RESOLUTION FOR TENTATIVE MAP (TM-2025-0002) AND DEVELOPMENT REVIEW (DR-2025-0002) FOR A MULTI-FAMILY RESIDENTIAL DEVELOPMENT CONSISTING OF 100 UNITS AND RELATED SITE IMPROVEMENTS ON A 4.18 NET ACRE LOT LOCATED AT A PARCEL IDENTIFIED AS APN 381-040-36-00 OFF OF MISSION GORGE ROAD IN THE TOWN CENTER HIGH DENSITY RESIDENTIAL (TC-R-22) ZONE AND FINDING THE PROJECT SUBJECT TO CEQA GUIDELINES SECTION 15168(C) AND 15162 AND FINDING NO ADDITIONAL ENVIRONMENTAL REVIEW IS REQUIRED AS THE PROJECT IS CONSISTENT WITH FINDINGS ANALYZED IN THE HOUSING ELEMENT REZONE PROGRAM ENVIRONMENTAL IMPACT REPORT

**APPLICANT: BORSTEIN ENTERPRISES
APN: 381-040-36-00**

WHEREAS, Section 13.08.020 of the Santee Municipal Code (SMC) requires a Development Review Permit for multi-family residential developments; and

WHEREAS, on September 23, 2025, Borstein Enterprises submitted a complete application for a Tentative Map (TM-2025-0002) and Development Review Permit (DR-2025-0002) to construct a 100-unit multi-family residential development (Project) on a 5.26 acre parcel located off Mission Gorge Road; and

WHEREAS, the City identified the Project site for rezoning in the Housing Element Rezone Program Implementation Project (Housing Element Rezone) and the Project site was rezoned from Town Center (TC) Commercial to Town Center High Density Residential (TC R-22); and

WHEREAS, the Final Program Environmental Impact Report (PEIR) for the Housing Element Rezone was certified on October 12, 2022; and

WHEREAS, the environmental impacts associated with the proposed project were previously analyzed in the certified Program Environmental Impact Report (PEIR) for the City of Santee Housing Element Rezone Program Implementation (State Clearinghouse No. 2021100263). Pursuant to CEQA Guidelines Sections 15168(c) and 15162, no additional environmental review is required as the project is consistent with the development assumptions, zoning, and mitigation measures analyzed in the Rezone Program PEIR, and no new significant environmental effects or substantially more severe effects would occur beyond those previously identified; and

WHEREAS, the Project furthers Objective 5.0 of the Housing Element, which encourages a wide range of housing by location, type of unit, and price; and

WHEREAS, the Housing Element Sites Inventory identifies the Project as a lower income parcel with 115 potential units; and

WHEREAS, the Project proposes a net gain of 100 above moderate units that would be added to the City's housing stock; and

RESOLUTION NO.

WHEREAS, the Project is consistent with the applicable General Plan Land Use Designation High Density Residential, all applicable General Plan policies, the applicable Town Center Specific Plan Designation, and the Zoning Ordinance land use regulations; and

WHEREAS, a portion of the development site is located within airspace protection layer of the Gillespie Field Airport Land Use Compatibility Plan (ALUCP). On August 15, 2025, the Federal Aviation Administration (FAA) determined that the Project, as designed, presents no hazard to air navigation; and

WHEREAS, a portion of the development site is located within Airport Influence Area 1, Safety Zones 4 and 6 of the Gillespie Field ALUCP. On September 2, 2025, the San Diego County Airport Land Use Commission determined that the Project is conditionally consistent with the Gillespie Field ALUCP; and

WHEREAS, the City has adopted a Capital Improvement Plan (CIP) for Fiscal Years 2022-2026 in accordance with Government Code section 66002 that identifies the public infrastructure services and facilities the City provides, maintains, and improves, such as roads, sidewalks, traffic circulation, water drainage, utilities, and parks in the interest of the public's health, safety, and welfare (Public Facility or Public Facilities); and

WHEREAS, the Mitigation Fee Act (Gov. Code sections 66000-66025) authorizes the City to impose fees as a condition of issuing a building permit to offset/ help fund the impacts of new construction on Public Facilities when the purpose and use of the fee is reasonably related to the type of development Project and to the need for the Public Facility (Gov. Code section 66001(a)); and

WHEREAS, in 2019, the City adopted a comprehensive Development Impact Fees and Dedication Ordinance, Ordinance 565, which was amended by Ordinance 612 in 2023, to require the Director of Finance to annually prepare and make available to the public a report that, among other things, demonstrates the relationship between development impact fees and the City's determination and use of such fees consistent with the Mitigation Fee Act; and

WHEREAS, the Project calls for new construction that will both benefit from and burden various Public Facilities based on the demand generated by the Project for those facilities, including drainage, traffic, traffic signals, park-in-lieu, and public facilities. The Project is subject to the assessment of development impact fees based on the Project's residential use and size and measured by its proportional contribution to the cost of capital improvements to specific Public Facilities; and

WHEREAS, it is in the interest of the public's health, safety and welfare for the Project to pay the costs of constructing these public facilities that are reasonably related to the impacts of the Project; and

WHEREAS, the subject Project is not subject to Measure N as the Project is not a

RESOLUTION NO.

General Plan amendment, Planned Development Area, or new Specific Planning Area, nor would it increase the residential density permitted by law, make changes to the General Plan Residential Land Use categories that would intensify use, make changes to the land use designation of any parcel in a manner that intensifies use, nor make changes to slope criteria, minimum parcel sizes, or lot averaging provisions of the General Plan that would permit increased density or intensity of use; and

WHEREAS, the Planning & Building Department scheduled TM-2025-0002 for public hearing on December 10, 2025; and

WHEREAS, on December 10, 2025, the City Council held a duly advertised public hearing on TM-2025-0002 & DR-2025-0002; and

WHEREAS, the City Council considered the Staff Report, the CEQA determination, all recommendations by staff, public testimony, and all other relevant information contained in the administrative record regarding the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santee, California, after considering the evidence presented at the public hearing, as follows:

SECTION 1: A PEIR was certified on October 12, 2022, for the Housing Element Rezone prepared for the City. It is determined that no substantial changes are proposed in the Project and pursuant to CEQA guidelines section 15168(c) and 15162, no additional environmental review is required as the project is consistent with the development assumptions, zoning, and mitigation measures analyzed in the Rezone Program PEIR. No new significant environmental effects or substantially more severe effects would occur beyond those previously identified.

SECTION 2: The findings in accordance with the State Subdivision Map Act (Government Code Section 66410 et. seq.) and Chapter 12 of the Santee Municipal Code (SMC) for TM-2025-0002 are made as follows:

- A. As conditioned, the Tentative Map is consistent with all Elements of the Santee General Plan because the site is zoned R-22. The R-22 zoning classification allows a residential density of 14 to 22 dwelling units per gross acre. The proposed Project has a density of 23.92 dwelling units per acre.
- B. The 5.26-acre Project site is in the Housing Element Sites Inventory and the Project would result in a net gain of 100 units for above-moderate-income households that would be added to the City's housing stock.
 1. The design and improvements of the proposed development are consistent with all Elements of the Santee General Plan as well as City Ordinances because all necessary services and facilities are, or will be, available to serve this subdivision. The applicant shall pay all development impact fees in effect at the time of issuance of building permits. The fees are to be used for and are needed

RESOLUTION NO.

for the impacts caused by the development to which they apply. At present, the fees are estimated to be as follows:

a. Drainage \$ 74,157.60

Drainage Fee: \$74,157.60 (estimated based on \$0.44 per square foot of livable building square footage for each residential unit). Drainage fees are calculated in accordance with SMC §12.30, Ordinance No. 612, and the City's Fee Schedule, and in this case, are the result of multiplying the total square feet of habitable area included in the building permit multiplied by the fee rate per square foot. The Drainage Fee will be used to fund the Drainage Facilities needs generated by new development in the City in order to maintain the City's existing level of service.

b. Traffic Mitigation \$ 355,619.40

Traffic Mitigation Fee: \$355,619.40 (estimated based on \$2.11 per square foot of livable building square footage for each residential unit). Traffic Mitigation fees are calculated in accordance with SMC §12.30, Ordinance No. 612, and the City's Fee Schedule, and in this case, is calculated by multiplying the total square feet of habitable area included in the building permit multiplied by the fee rate per square foot. Traffic Mitigation Fees will fund the expansion and construction of new traffic mitigation facilities necessary to serve new growth.

c. Traffic Signal \$ 50,562.00

Traffic Signal Fee: \$50,562.00 (estimated based on \$0.30 per square foot of livable building square footage for each residential unit) Traffic Signal fees are calculated in accordance with SMC §12.30, Ordinance No. 612, and the City's Fee Schedule, and in this case, are the result of multiplying the total square feet of habitable area included in the building permit multiplied by the fee rate per square foot. The Traffic Signal Fee will be used to fund the expansion and construction of new traffic signal facilities necessary to serve new growth.

d. Park-in-Lieu \$ 1,274,162.40

Park-in-Lieu Fee: \$1,274,162.40 (estimated based on \$7.56 per square foot of livable building square footage for each residential unit). Park-in-lieu fees are calculated in accordance with SMC §12.30, Ordinance No. 612, and the City's Fee Schedule, and in this case, are the result of multiplying the total square feet of habitable area included in the building permit by the fee rate per square foot. Park-in-Lieu Fee is used to fund the parkland needs generated by new development in the City.

RESOLUTION NO.

e. Public Facilities \$ 996,071.40

Public Facilities Fee: \$996,071.40 (estimated based on \$5.91 per square foot of livable building square footage for each residential unit). Park-in-lieu fees are calculated in accordance with SMC §12.30, Ordinance No. 612, and the City's Fee Schedule, and in this case, are the result of multiplying the total square feet of habitable area included in the building permit by the fee rate per square foot. Public Facilities Fee is used to fund the park and recreation facility needs generated by new development.

f. Long Range Planning \$ 15,168.60

Long Range Planning Fee: \$15,168.60 (estimated based on \$0.09 per square foot of livable building square footage for each residential unit). Long Range Planning fees are calculated in accordance with SMC §12.30, Ordinance 621, and the City's Fee Schedule, and in this case, are the result of multiplying the total square feet of habitable area included in the building permit by the fee rate per square foot. Long Range Planning Fee is used to fund new development's fair-share portion of updates to the General Plan elements that are necessary to mitigate the impacts of new development.

g. Administration \$ 62,359.80

Program Administration Fee: \$62,359.80 (estimated based on \$0.37 per square foot of livable building square footage for each residential unit). Program Administration fees are calculated in accordance with SMC §12.30, Ordinance 621, and the City's Fee Schedule, and is 2% of each impact fee amount, added to fund the administrative costs necessary to support the DIF Program.

h. RTCIP Mitigation \$ 304,757.00

RTCIP Mitigation Fee: \$304,757.00 (estimated based on \$3,047.57 per residential unit). RTCIP fees are calculated in accordance with SMC §12.30.200 and the City's Fee Schedule, and in this case, are the result of multiplying the number of dwelling units and the fee rate (dollars per dwelling unit). RTCIP mitigation Fee is for improvements to the Regional Arterial System.

Total \$3,468,252.80

C. The site is physically suitable for density and type of development because the site is designated in the Santee General Plan and zoned for multi-family residential development within the proposed density. The use is compatible with surrounding development, access is provided to the site, and utilities are available to serve the development.

RESOLUTION NO.

- D. The discharge of sewage waste from the subdivision into the Padre Dam Municipal Water District sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board specified by the Health and Safety Code Section 5411.
- E. The design of the subdivision or the type of improvements will not cause serious public health problems since the Project will be connected to a public sewer system.
- F. Neither the design of the subdivision nor the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because no habitat or endangered wildlife species currently exist on the development footprint of the site.
- G. The design of the subdivision or the type of improvements do not conflict with easements acquired by the public at large, for access through, or use of property with the proposed subdivision. The Tentative Map identifies existing easements which do not conflict with the design or improvements of the subdivision.
- H. The design of the subdivision has provided, to the extent feasible, for future passive or natural heating or cooling opportunities as defined under Section 66473.1 of the State Subdivision Map Act due to the orientation of the proposed lots and homes.
- I. The effects of the subdivision on the housing need for the San Diego region have been considered and balanced against the public service needs of the City residents and available fiscal and environmental resources.

SECTION 3: The findings in accordance with Section 13.08.080 of the SMC for DR-2025-0002 are made as follows:

- A. *The proposed development meets the purpose and design criteria prescribed in these procedures and other pertinent sections of the zoning ordinance and municipal code.*

The proposed development, as conditioned, meets the purpose and design criteria prescribed in the Zoning Ordinance and the Municipal Code because the Project complies with the R-22 zone including density, lot coverage, landscaping, building setbacks and building height. In addition, the Project design is consistent with the requirements of the Fire Code, and all proposed improvements will meet the public works standards of the City. The Project proposes a density of 23.92 dwelling units per developable acre, which is within the allowed density range of the R-22 zone. The proposed units would not exceed the maximum height allowed, which is 55 feet and 5 stories. The parking requirement would be met by providing a two-car garage for each unit and the parking requirement for guest parking would be exceeded by providing a total of 29 parking spaces.

RESOLUTION NO.

B. The proposed development is compatible with the General Plan.

The proposed development conforms to the Santee General Plan. The Project provides a high-density product, which is consistent with the R-22 density in the Land Use Element of the General Plan. The Project is consistent with Objective 5.0 of the Housing Element, which encourages a wide range of housing by location, type of unit, and price. The Project is located off Mission Gorge Road and street enhancements would be provided up to the right-of-way.

SECTION 4: TM-2025-0002 is hereby approved subject to the following conditions:

APPROVAL OF MAP: Prior to the approval of a Final/Parcel Map, unless other timing is indicated, the subdivider shall complete the following or have plans submitted and approved, agreements executed and securities posted.

1. Minor and Major Revisions to the Tentative Map shall be reviewed by the Engineering Department for substantial conformance and approved by the City Engineer, unless, in the City Engineer's judgement, a Major Revision should be reviewed by City Council. (Engineering)
2. In order to comply with the Airport Land Use Compatibility Plan, an Overflight Notification shall be recorded over the entire property/all lots as shown on Tentative Map (TM-2025-0002). Upon recordation of the Overflight Notification, the applicant shall provide copies of the recorded document to the Planning & Building Department for approval. (Planning)
3. The applicant shall include provisions in their design contract with their design consultants that following acceptance by the City, all construction drawings or technical reports accepted by the City, exclusive of architectural building plans, shall become the property of the City. Once accepted, these plans may be freely used, copied or distributed by the City to the public or other agencies as the City may deem appropriate. An acknowledgement of this requirement from the design consultant shall be included on all construction drawings at the time of plan submittal. (Engineering)
4. To coordinate with the City Geographic Information System, horizontal and vertical control for all construction drawings, grading plans, landscape plans, street improvement plans, plot plans, etc., shall be obtained from ROS 11252. All plans, exclusive of the map and building plans, shall be prepared at an engineering scale of 1" = 20' unless otherwise approved by the project engineer. (Engineering)
5. If plans are prepared in digital format using computer aided drafting (CAD), then in addition to providing one hard copy and a digital copy of the plans the applicant shall submit a copy of the plans in a digital .DXF file format at the time of its approval or as requested by the Director of Engineering/City Engineer. The digital file shall be

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based on accurate coordinate geometry calculations. The digital file for the final map shall specifically include each of the following items in a separate layer: (Engineering)

- a. Lot boundaries.
- b. Lot numbers.
- c. Subdivision boundary.
- d. Right-of-way.
- e. Street centerlines, and
- f. Approved street names.

6. Obtain the basis of bearings for the Final Map from ROS 11252 and install survey monumentation in accordance with San Diego Regional Standards, County mapping standards, be in accordance with the Santee Municipal Code and to the satisfaction of the Director of Engineering/City Engineer. (Engineering)
7. **Final Map** – The applicant shall make an electronic submittal via the City of Santee Permitting and Licensing Portal. The items to be submitted include but are not limited to the following: (Engineering)

Please include the following with the first submittal:

- a. Final Map
- b. Current preliminary title reports (dated within six months of submittal date).
- c. All documents listed in the preliminary title report.
- d. All reference maps used to prepare the final map.
- e. Closure calculations for the map.
- f. Resolution of Approval approving the project.

In addition to the above electronic submittal requirements, one hard copy of the full-sized final map shall be provided to the project engineer. Map check fees shall be paid in accordance with the City Fee Schedule. The amount due will be determined by staff after the initial intake. To begin the review process, fees must be paid in full.

The signature submittal of the final map mylars shall be by appointment only. Contact the project engineer to schedule a time for this final submittal.

Please include the following with the last submittal:

- a. A copy of the map in Autocad format for incorporation into the City GIS data base.
- b. Mylars of the map with all required signatures and notaries obtained including Padre Dam Municipal Water District if they are to sign the map.
- c. Copies of certified return receipts for all signature omission letters.
- d. Subdivision Map Guarantee.

8. Starting with the first plan check submittal, all plan sets including the Final Map shall be submitted concurrently to Padre Dam Municipal Water District for review and

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approval. The City does not coordinate the review process with Padre Dam; this is the responsibility of the design engineer and the landscape architect. Failure to properly coordinate this review may result in delay of issuance of permits required for construction. It is incumbent upon the applicant to oversee the plan submittals of their design consultants. (Engineering)

9. **Street Improvement Plans** shall be submitted to the Engineering Department and be completed and accepted prior to issuance of a building permit for any given phase. Improvements will be phased to coincide with the specific development for any given phase. Phase specific conditions shall be specified at the time of approval for a given development phase. (Engineering)

Prior to the start of construction of any improvements, public or private, within the limits of the public right-of-way, the applicant shall have plans accepted, agreements executed, securities posted, and an Encroachment Permit issued. All improvements shall be installed in accordance with City standards and at the applicant's cost unless otherwise indicated. The following improvements are conditioned as part of this development:

- a. Provide modifications to the existing landscaped and irrigated traffic safety islands on Mission Gorge Road. Modifications shall include adjusting the turn pocket lengths for both eastbound and westbound directions by removing and replacing the existing curb and gutter so that each pocket in the east and west directions are equal in length. In addition, the area shall be restored with new landscaping and irrigation to match the existing. The applicant shall provide new pavement and striping to the nearest lane line and be to the satisfaction of the Director of Engineering/City Engineer.
- b. Provide public improvements on the west side of the project site along the main entry roadway from the northwest corner of the site continuing south, then tying into the existing public improvements located at the United States Postal Service property. Improvements shall include a paved width of 30 feet from curb to curb and include new concrete curb and gutter, streetlights, drainage facilities, pedestrian facilities, and landscaping. Improvements shall meet the Town Center Specific Plan design standards to the satisfaction of the Planning Director.
- c. Provide public improvements on the north side of the project site from the northwest corner and continuing east to align with the existing public improvements and walkway located on the north side of the building at 120 Town Center Parkway. Improvements are to include new concrete curb and gutter, pedestrian lighting, pedestrian facilities, and landscaping. Pedestrian sidewalks shall be located within the 10-foot public utility and public access easement. Should the sidewalk extend pass the northern property line, the developer shall obtain an easement from the adjacent property owner allowing for public pedestrian access. Any private improvements such as the perimeter fence along the northern side shall be located south of the proposed 10-foot public easement.

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Improvements shall meet the Town Center Specific Plan design standards to the satisfaction of the Planning Director.

- d. Repair or replace failed or inadequate pavement to the centerline of the streets, driveways, alleyways, etc., a minimum of 20 feet in width, and/or failed sidewalks along all abutting public improvements along the property boundary to the satisfaction of the Director of Engineering/City Engineer.
- e. Construct two driveway entrances a minimum width of 30-foot driveway on the main entry per City of Santee Public Works Standard Drawing PW-38, to the satisfaction of the Director of Engineering/City Engineer.
- f. Install three streetlights along the property main entry roadway north of the United States Post Office per City of Santee Public Works Standard PW-20, to the satisfaction of the City Engineer.
- g. Install two internally illuminated street name signs with the future street name on two existing traffic signal poles located on Mission Gorge Road at the intersection of the main roadway turning into the proposed development from Mission Gorge Road. The street name signage shall meet Caltrans standards and be illuminated with LED lighting to the satisfaction of the City Engineer/Director of Engineering.
- h. Street improvement plans shall be one hundred percent (**100%**) complete at the time of plan submittal, be prepared in accordance with City guidelines and the requirements set forth herein and be ready for acceptance by the City. Partial or incomplete submittals will not be accepted for plan check. The applicant shall make an electronic submittal via the City of Santee Permitting and Licensing Portal. The items to be submitted include but are not limited to the following:
 - 1) 100% complete improvement plans.
 - 2) Estimate for the cost of construction.
 - 3) Resolution of Approval approving the project.

In addition to the above electronic submittal requirements, one hard copy of the full-sized improvement plans shall be provided to the project engineer. Plan check and inspection fees shall be paid in accordance with the City Fee Schedule. The amount due will be determined by staff after the initial intake. To begin the review process, fees must be paid in full.

- 10. **Rough Grading Plans** may be submitted to the Engineering Department and accepted prior to map recordation. The following conditions shall apply to acceptance of the Grading Plans and issuance of a Grading Permit: (Engineering)
 - a. Project landscape and irrigation plans for all slope planting on all slopes over three feet in height shall be included in the grading plan set and shall be prepared at the same scale as the grading plans 1" = 20'. Design shall include a temporary

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high line for irrigation to permit slope planting to occur immediately following grading until such time as individual meters are installed to permit connection of the irrigation to the HOA's meter.

- b. Project improvement plans shall be completed to the satisfaction of the Director of Engineering/City Engineer and ready for approval prior to issuance of a grading permit. Plans shall be prepared at a scale of 1" = 20'.
- c. Project precise grading plans shall be completed and approved prior to issuance of any building permits or start of construction of the street improvements.
- d. Obtain a grading permit and complete rough grading in accordance with City standards prior to the issuance of any building permits.
- e. All recommended measures identified in the approved geotechnical and soil investigation shall be incorporated into the project design and construction.
- f. The grading plans shall be prepared at a scale of 1" = 20'. Plans shall include a note that requires immediate planting of all slopes within sixty days following installation of water mains to serve the project. Slope planting shall be fully established prior to occupancy of any unit.
- g. Excess soil generated from grading operations shall be hauled to a legal dumping site as approved by the Director of Engineering/City Engineer.
- h. Grading plans shall be one hundred percent complete at the time of plan check submittal, be prepared in accordance with City guidelines and be ready for acceptance by the City. Partial or incomplete submittals will not be accepted for plan check. The applicant shall make an electronic submittal via the City of Santee Permitting and Licensing Portal. The items to be submitted include but are not limited to the following:
 - 1) 100% complete Grading, landscape, and irrigation plans.
 - 2) Estimate for the cost of construction.
 - 3) Drainage Study specified here within.
 - 4) Geotechnical Study specified here within.
 - 5) Storm Water Quality Management Plan specified here within.
 - 6) Operation & Maintenance (O&M) plan specified here within.
 - 7) Letters of permission from any adjoining property owners if grading is proposed off-site. Letters shall be in a form acceptable to the City.
 - 8) Letters of acknowledgement, signed and sealed, from each design consultant acknowledging City ownership of all construction drawings following City approval as specified here within.
 - 9) Resolution of Approval approving the project.

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In addition to the above electronic submittal requirements, one hard copy of the above-mentioned full-sized plans, documents and reports shall be provided to the project engineer. Plan check and inspection fees shall be paid in accordance with the City Fee Schedule. The amount due will be determined by staff after the initial intake. To begin the review process, fees must be paid in full.

11. **Precise Grading Plans** shall be submitted to the Engineering Department and be completed and accepted prior to each phase of development. Phase specific conditions shall be specified at the time of approval for a specific phase. (Engineering)
12. The applicant shall notify all contractors, subcontractors and material suppliers that the following work schedule restrictions apply to this project: (Engineering)
 - a. No site work, building construction, or related activities, including equipment mobilization will be permitted to start on the project prior to 7:00 am and all work for the day shall be completed by 7:00 pm.
 - b. No work is permitted on Sundays or City Holidays.
 - c. No deliveries, including equipment drop-off and pick-up, shall be made to the project except between the hours of 8:00 am and 6:00 pm, Monday through Saturday, excluding City Holidays. Deliveries of emergency supplies or equipment necessary to secure the site or protect the public are excluded.
 - d. If the applicant fails or is unable to enforce compliance with their contractors, subcontractors and material suppliers regarding the specified work hours, a reduction of permissible work hours may be imposed by the Director of Engineering/City Engineer.

In addition to the above the applicant shall erect one or more signs stating the work hour restrictions. Signs shall be installed as may be required, in the vicinity of the project construction trailer if a job site trailer is used, or at such other locations as may be deemed appropriate by the Engineering Department. The sign shall be a minimum of 24" x 36" and shall be weather proofed. The sign content shall be provided by the Engineering Department.

13. Trench work when required within City streets shall be completed within two weeks of the initial start date, including placement of the final trench patch. Trench plates or temporary pavement placement shall be installed at the end of each work day. Advance warning signs on lighted barricades notifying the public of trench plates and or uneven pavement shall be placed and maintained until permanent pavement repairs are made. The maximum length of time including weekends and holidays that trench plates may remain on the street is 72 hours after which temporary or permanent asphalt paving shall be placed. (Engineering)

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14. Applicant consents to annexation of the property under development to the Santee Roadway Lighting District and agrees to waive any public notice and hearing of the transfer. Applicant shall pay the necessary annexation costs and upon installation of any street lights required for the development, pay the necessary street light energizing and temporary operating costs. (Engineering)
15. A grading permit to allow early subdivision grading in accordance with Section 11.40.155 of the Grading Ordinance may be obtained following approval of the tentative map. (Engineering)
16. Provide a final drainage study prepared by a registered Civil Engineer, with demonstrated expertise in drainage analysis and experience in fluvial geomorphology and water resources management. Storm drainage shall be designed to adequately convey storm water runoff without damage or flooding of surrounding properties or degradation of water quality. (Engineering)
 - a. The drainage study shall identify and calculate storm water runoff quantities expected from the site and upstream of the site and verify the adequacy of all on-site or off-site facilities necessary to discharge this runoff. The drainage system design shall be capable of collecting and conveying all surface water originating within the site, and surface water that may flow onto the site from upstream lands and shall be in accordance with the latest adopted Master Drainage Plan, the requirements of the City of Santee Public Works Standards, including analysis of the 10-year, 50-year and 100-year frequency storms, and be based on full development of upstream areas.
 - b. The drainage study shall compute rainfall runoff characteristics from the project area including, at a minimum, peak flow rate, flow velocity, runoff volume, time of concentration, and retention volume. These characteristics shall be developed for the 10-year, 50-year and 100-year frequency six-hour storm during critical hydrologic conditions for soil and vegetative cover. Storm events shall be developed using isopluvial maps and in accordance with the San Diego County Hydrology Manual.
17. Provide a final Storm Water Quality Management Plan (SWQMP) prepared and in accordance with the City of Santee Storm Water Ordinance and in accordance with the City of Santee Best Management Practices (BMP) Design Manual dated February 2016. The SWQMP must include best management practices (BMPs) to address water quality and hydromodification. An Operation and Maintenance Plan describing maintenance requirements and costs for BMP maintenance and provision of maintenance verification will be provided. (Engineering)

The SWQMP shall include the following:

- a. Develop and implement appropriate Best Management Practices (BMPs) to ensure that the project does not increase pollutant loads from the site. A

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combination of respective storm water BMPs, including Site Design, Source Control, and Structural Treatment Control shall be implemented in accordance with the approved SWQMP.

- b. The project design shall incorporate Low Impact Development (LID) and site design BMPs to minimize directly connected impervious areas and to promote infiltration using LID techniques as outlined in the County of San Diego's LID handbook. Parking areas shall be designed to drain to landscape areas. Private roads shall be designed to drain to vegetated swales or landscaped areas.
- c. The site shall comply with full trash capture requirements by providing completely enclosed trash and recycling enclosures, and fitting all storm drain inlets with a State certified grate/screen or trash rack. Said devices must be designed to capture debris of 5 mm or greater, while preventing flooding potential. In addition, any adjacent public storm drain inlet structure to which the site discharges must also be retrofitted with trash capture devices. The device which shall be used for public inlets is the ADS FlexStorm Connector Pipe Screen system or approved equal.
- d. All inlets must be labeled with concrete stamp or equivalent - stating, "No Dumping - Drains to River". If work is performed on a public inlet, the public inlet must be labeled with the following standard specification: Public storm drain inlet markers shall be 4" diameter, stainless steel, natural embossed, inlet marker as manufactured by Almetek Industries or approved equal. Marker shall contain/state "No Dumping" with "Fish w/ Wave" symbol and "Drains to Waterways" legend. Marker shall contain 2" long x 1/4" diameter threaded rod and shall be installed flush and wet-set in top of inlet, centered on width of inlet opening.
- e. Down spouts and HVAC systems are not permitted to be connected to any storm drain conveyance system. All non-storm water discharges must either drain to landscaped areas or be plumbed to the sewer.
- f. Fire suppression systems must be designed to be able to discharge to a sewer clean out for all maintenance and testing activities or otherwise captured and contained on-site.
- g. California native/drought-tolerant plants shall be used to the maximum extent feasible to minimize the need for irrigation. Where irrigation is necessary, then the system shall be designed and installed to prevent overspray or irrigation runoff during normal operations and during a break in the line.
- h. The final project submittal shall include a standalone Operation and Maintenance (O&M) Plan in accordance with the City of Santee BMP Design Manual.

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18. Minimum best management practices for storm water and water quality will be incorporated into the development's CC&R's via reference to the project's Storm Water Quality Management Plan (SWQMP). (Engineering)
19. Construction Site Storm Water Compliance: (Engineering)
 - a. Provide proof of coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit, WQ 2022-0057-DWQ) prior to start of construction. This project disturbs one or more acres of soil or disturbs less than one acre but is part of a larger common plan of development that in total disturbs one or more acres. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation.
 - b. Submit a copy of the draft project specific Storm Water Pollution Prevention Plan (SWPPP) to the City for review and approval. The Construction SWPPP should contain a site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The Construction SWPPP must list Best Management Practices (BMP's) the applicant will use to protect storm water runoff and the placement of those BMP's. Section XIV of the Construction General Permit describes the SWPPP requirements.
20. Prior to Occupancy: (Engineering)
 - a. Provide two print copies and a digital copy of both the final approved Storm Water Quality Management Plan and the Operation and Maintenance Plan.
 - b. Submit a print and digital copy of the BMP Certification package. The BMP certification package includes but is not limited to: 'wet' signed and stamped certification form(s), all BMP related product receipts and materials delivery receipts, an inspection and installation log sheet, and photographs to document each stage of BMP installation.
 - c. Prior to issuance of the final phase of occupancy, an executed contract must be in place with a qualified storm water service provider and a copy of the SWQMP provided to the consultant and the HOA/property manager.
21. A Storm Water Facilities Maintenance Agreement accepting responsibility for all structural BMP maintenance, repair and replacement as outlined in said O&M plan binding on the land throughout the life of the project will be required prior to issuance of building permit. (Engineering)
22. Provide a final geotechnical study prepared in accordance with the requirements of the Santee General Plan. The study will be subject to independent third-party review

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to be paid for by the applicant. The applicant shall place a cash deposit with the Engineering Department in an amount satisfactory to the Director of Engineering/City Engineer to cover the cost of the review. All recommended measures identified in the approved study shall be incorporated into the project design. The Geotechnical/Seismic Hazard Study for the Safety Element of the Santee General Plan which details, in Table A-1, study criteria necessary to conform to the General Plan requirements, can be accessed from the City's website. (Engineering)

- a. The geotechnical report shall analyze any proposed infiltration techniques (trenches, basins, dry wells, permeable pavements with underground reservoir for infiltration) for any potential adverse geotechnical concerns. Geotechnical conditions such as slope stability, expansive soils, compressible soils, seepage, groundwater depth, and loss of foundation or pavement subgrade strength should be addressed, and mitigation measures provided.
23. The applicant shall make the following conveyances on the final map: (Engineering)
 - a. Dedicate a visibility clearance easement at all street intersections in accordance with Section 13.10.050 of the Zoning Ordinance.
 - b. Vacate a portion of the existing Irrevocable Offer of Dedication (IOD) per Document No. 1985-208892 such that the remain portion of IOD shall be from the southwest corner of the project site continuing south to Mission Gorge Road.
 - c. Dedicate drainage and access easements for all storm drainage improvements proposed for City maintenance.
 - d. Dedicate to the City of Santee a 26-foot-wide fire and emergency vehicular access easements over all private streets and driveways.
 - e. Dedicate a minimum 5-foot-wide public access easement along the north property line covering the limits of the future pedestrian sidewalk.
 - f. Dedicate a public utility and access easement a minimum of 40 feet along the west side of the project property. The easement shall include a 30-foot-wide curb to curb access road plus 10 feet beyond the face of curb to the east for public access and public utilities.
 - g. Grant to Padre Dam Municipal Water District any required water, sewer, or access easements.
24. Applicant shall place all new utilities required to serve the project underground. No overhead facilities or extension of overhead facilities is permitted. (Engineering)

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25. Provide certification to the Director of Engineering/City Engineer that sewer and water can be provided to the site and that financial arrangements have been made to provide said services. If private sewer or water mains are allowed to serve the project, then a building permit for these facilities will be required and they shall be maintained by a homeowner's association. (Engineering)
26. Vehicle access on Mission Gorge Road, Cuyamaca Street, Olive Lane, Town Center Parkway, Carlton Hills Boulevard, Woodside Avenue, and Riverview Parkway shall be maintained at all times, and all work shall be done at night unless otherwise approved by the Director of Engineering/City Engineer. When day work is permitted, work hours shall be from 8:30 am to 3:30 pm, including set up and breakdown of traffic control. No day work will be permitted during the holiday season, defined as beginning the Saturday before Thanksgiving Day and shall extend through New Year's Day, unless otherwise approved by the Director of Engineering/City Engineer. (Engineering)
27. The applicant shall comply with all applicable sections of the Municipal Code, Land Development Manual and Public Works Standards of the City of Santee. (Engineering)
28. Naming all project-serving roads is necessary to ensure the health and safety of current and future residents. The applicant shall coordinate with the Project Planner to assign addresses to all public and private easement roads serving the project. The applicant shall submit adequate mapping that clearly identifies the precise location and length of each road; the proposed road names (consistent with the City's naming requirements); any portions extending beyond the project site; the names and APNs of all affected property owners; and the location of driveways for any existing or proposed residences. All street names shall be finalized prior to the issuance of the Parcel Map. (Planning)

SECTION 5: DR-2025-0002 is hereby approved subject to the following conditions:

ANY PERMIT: Prior to the approval of any plan, issuance of any permit, and prior to occupancy or use of the premises in reliance of this permit, the applicant shall complete the following to the satisfaction of the applicable Department.

29. All construction shall be in substantial conformance with the Project plans approved on September 24, 2025, and as amended by this Resolution. (All Departments)
30. The applicant shall comply with all applicable requirements of the SMC, Land Development Manual, and Public Works Standards of the City. (All Departments)
31. The applicant shall obtain building permits, as necessary, for the proposed work in compliance with all applicable SMC sections, Uniform Building Code, California Building Code (CBC), Uniform Plumbing Code, National Electric Code, Uniform

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Mechanical Code, Public Works Standards of the City, and all requirements of the Fire Department. (All Departments)

32. The Project shall be compliance with the adopted California Building Standards Code at the time of building permit application and shall be subject to expirations for plan review per SMC Section 11.04.030 (Building)
33. All building permits are subject to expiration pursuant to CBC Section 105.5. (Building)
34. This Project is subject to the requirements for persons with disabilities outlined in CBC Title 24, Part 2, Section 11A (Accessibility Standards). (Building)
35. The Project must comply with Visit ability requirements per CBC section 1102A.3. 10% of the total number of units shall comply. (Building)
36. Common Areas and amenities such as Clubhouses, Trails, Play Areas, Trash Areas, Mailboxes etc. shall comply with CBC section 1127A. (Building)
37. Following Project approval and prior to any plan submittals, the applicant may schedule with the City Project Planner a post approval meeting to discuss the Project conditions of approval, timing of design and construction and implementation of the Project conditions. The applicant should include their Project design team including Project architect, their design engineer and their landscape architect. (Planning)
38. Minor or Major Revisions to the Development Review Permit, such as changes to the building elevations, site design, or landscaping design, shall be approved by the Planning & Building Director unless in the Director's judgment, a Major Revision should be reviewed by the City Council. (Planning)

GRADING PERMIT: Prior to approval of any grading plans and issuance of any grading permits, the applicant shall complete the following to the satisfaction of the applicable Department.

39. The following shall be incorporated into the Project construction plans: "Control of Construction Hours. Construction activities occurring as part of the Project shall be subject to the limitations and requirements of Section 5.04.090 of the City Municipal Code which states that construction activities may occur between 7:00 a.m. and 7:00 p.m. Mondays through Saturdays. No construction activities shall be permitted outside of these hours or on Sundays and federal holidays." (Planning)
40. A landscape plan shall be submitted that meets the requirements of the City's Water Efficient Landscape Ordinance. The landscape plan shall be prepared by a licensed landscape architect, and the landscaping shall be to the satisfaction of the Planning & Building Director. (Planning)

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41. The landscape plan shall provide details on the recreation area required in accordance with Chapter 13.10 of the Santee Municipal Code. The details of the common open space and tot lot areas shall include the following:
 - a. Details of the proposed play structures and other recreational amenities
 - b. Details of the picnic tables, benches, and trash receptacles
 - c. Details of a pet waste station

The amenities may be modified to include similar or higher quality features to the satisfaction of the Director of Planning & Building/City Planner (Planning)
42. A deferred submittal is required for the private fire service main. The complete private fire service main submittal, including plans, specifications, hydraulic calculations to the most remote fire hydrant (if applicable), and manufacturer information, shall be submitted to the Santee Fire Department for review and approval prior to installation.
 - a. The deferred submittal must comply with all applicable provisions of the 2022 California Fire Code, NFPA 24, and City of Santee Fire Code Amendments.
 - b. The submittal package shall clearly identify the scope of work, materials, installation details, and coordination with other fire protection and water supply systems.
 - c. No installation of the private fire service main or associated components shall proceed until the deferred submittal has been reviewed and approved by the Santee Fire Department.
 - d. Any modifications to the approved fire service main design during construction must be resubmitted for review and approval.
 - e. Final approval shall be contingent upon successful inspection and verification of compliance with the approved submittal and applicable codes.
43. Fire hydrant locations shall be approved by the Santee Fire Department prior to installation. Fire flow and spacing shall comply with the California Fire Code Appendix B and C, respectively. All on-site fire hydrants shall be equipped with two (2) 4-inch port and two (1) 2½-inch ports. (Fire)
 - a. The exact placement and number of fire hydrants must meet the fire flow and spacing criteria per the California Fire Code and be approved by the Santee Fire Department prior to construction.
 - b. Fire hydrants shall be installed with the largest port (4-inch) oriented perpendicular to the fire access roadway.
 - c. Fire hydrants and water supply materials shall conform to applicable City of Santee and California Fire Code standards, including underground piping inspections and testing as required.

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- d. Hydrant locations must provide adequate coverage so that all portions of any building or facility are within the maximum distance allowed by code (typically within 400 feet as measured by approved routes).
- e. Private fire hydrants shall be maintained in operable condition throughout construction and the life of the facility by the property owner or homeowners' association, with unobstructed access and proper vehicle protection measures as required and painted red.
- f. Fire hydrants shall have blue reflective markers installed in the center of the roadway, perpendicular to their position.

ROUGH GRADING: Prior to any grading or site preparation activities the applicant shall complete the following to the satisfaction of the applicable Department.

- 44. A "noise disturbance coordinator" shall be established. The noise disturbance coordinator shall be responsible for responding to any local complaints about construction noise. The noise disturbance coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler) and shall be required to implement reasonable measures to reduce noise levels. (Planning)
- 45. Construction equipment with a manufacturer's noise rating of 85 dBALMAX or greater, may only operate at a specific location for 10 consecutive workdays. If work involving such equipment will be operating for more than 10 consecutive workdays, a notice must be provided to all property owners and residents within 300 feet of the site no later than 10 days before the start of construction. A sign, legible at a distance of 50 feet, shall also be posted at the construction site. All notices and the signs must be approved by the City and shall indicate the dates and durations of construction activities, as well as a telephone number for a noise disturbance coordinator. (Planning)

DURING GRADING: During any grading, site preparation or construction activities, the applicant shall complete the following conditions to the satisfaction of the applicable Department:

- 46. All vehicles, equipment, tools, and supplies shall stay within the limits of the impact area. (Planning)
- 47. The construction contractor shall use construction equipment powered by California Air Resources Board certified Tier 4, or newer, engines and haul trucks that conform to current U.S. Environmental Protection Agency truck standards. (Planning)
- 48. The on-site construction superintendent shall ensure implementation of standard BMPs as required by the San Diego Air Pollution Control District (SDAPCD) Rules 50, 51, 52, 54 and 55 Fugitive Dust Control. (Planning)
- 49. The on-site construction superintendent shall ensure implementation of applicable California Department of Resources Recycling and Recovery (CalRecycle)

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Sustainable (Green) Building Program Measures, as specified on the CalRecycle website. (Planning)

50. The Construction Contractor shall ensure that construction of the project complies with the recommendations identified in the project specific geotechnical investigation. Recommendations related to general construction, seismic considerations, earthwork, foundations, building floor slabs, lateral earth pressures, corrosivity, drainage, storm infiltrations, exterior concrete and masonry flatwork and paved areas shall be adhered to during all project design and construction. (Planning)
51. All feasible noise reducing strategies should be implemented where possible including:
 - a. Ensuring that construction equipment is properly maintained and equipped with noise control components, such as mufflers, in accordance with manufacturers' specifications;
 - b. Re-routing of construction equipment away from adjacent noise-sensitive uses;
 - c. Locating noisy construction equipment away from surrounding noise-sensitive uses;
 - d. Using sound aprons or temporary noise enclosures around noise-generating equipment;
 - e. Positioning storage of waste materials, earth, and other supplies in a manner that will function as a noise barrier for surrounding noise-sensitive uses;
 - f. Using the quietest practical type of equipment;
 - g. Using electric powered equipment instead of diesel or gasoline engine powered equipment;
 - h. Using shrouding or shielding and intake and exhaust silencers/mufflers; and
 - i. Any other effective and feasible strategies to reduce construction noise exposure for surrounding noise-sensitive uses. (Planning)
52. All idling equipment shall be turned off when not in use. (Planning)
53. Equipment shall be properly serviced and maintained to manufacturers' standards ensuring that vehicles and their loads are secured from rattling and banging. (Planning)
54. The qualified archaeologist, or an archaeological monitor (working under the direct supervision of the qualified archaeologist), shall observe all initial ground-disturbing activities, including but not limited to brush clearance, vegetation removal, grubbing, grading, and excavation. The qualified archaeologist, in coordination with the applicant and the City, may reduce or discontinue monitoring if it is determined by the qualified archaeologist that the possibility of encountering buried archaeological deposits is low based on observations of soil stratigraphy or other factors. Archaeological monitoring shall be conducted by an archaeologist familiar with the types of archaeological resources that could be encountered within the project site.

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The archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of a discovery until the qualified archaeologist has evaluated the discovery and determined appropriate treatment (as prescribed below). The archaeological monitor shall keep daily logs detailing the types of activities and soils observed, and any discoveries. After monitoring has been completed, the qualified archaeologist shall prepare a monitoring report that details the results of monitoring. The report shall be submitted to the City and any Native American groups who request a copy. A copy of the final report shall be filed at the South Coastal Information Center (SCIC). (Planning)

55. In the event of the unanticipated discovery of archaeological materials, all work shall immediately cease in the area (within 100 feet) of the discovery until it can be evaluated by the qualified archaeologist in consultation with the Native American monitor. Construction shall not resume until the qualified archaeologist has conferred with the applicant and the City on the significance of the resource. (Planning)
56. If it is determined that the discovered archaeological resource constitutes a historical resource or a unique archaeological resource under CEQA, avoidance and preservation in place is the preferred manner of mitigation. Preservation in place may be accomplished by, but is not limited to, avoidance, incorporating the resource into open space, capping, or deeding the site into a permanent conservation easement. In the event that preservation in place is demonstrated to be infeasible and data recovery through excavation is the only feasible mitigation available, a Cultural Resources Treatment Plan shall be prepared and implemented by the qualified archaeologist in consultation with the applicant and the City that provides for the adequate recovery of the scientifically consequential information contained in the archaeological resource. The qualified archaeologist and the City shall consult with appropriate Native American representatives in determining treatment for prehistoric or Native American resources to ensure cultural values ascribed to the resources, beyond those which are scientifically important, are considered. (Planning)
57. If human remains are encountered, all work shall halt in the vicinity (within 100 feet) of the discovery and the San Diego County Coroner will be contacted in accordance with PRC Section 5097.98 and Health and Safety Code Section 7050.5. The applicant and the City will also be notified. If the County Coroner determines that the remains are Native American, the NAHC will be notified in accordance with Health and Safety Code Section 7050.5, subdivision (c), and PRC Section 5097.98 (as amended by AB 2641). The NAHC will designate a Most Likely Descendant (MLD) for the remains per PRC Section 5097.98. The MLD shall complete the inspection of the site within 48 hours of being granted access and shall provide recommendations for the treatment of the remains. Until the landowner has conferred with the MLD, the applicant will ensure that the immediate vicinity where the discovery occurred is not disturbed by further activity, is adequately protected

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according to generally accepted cultural or archaeological standards or practices. (Planning)

58. A project paleontologist or paleontological monitor shall be present during all earthwork in formations with moderate to high paleontological sensitivity. A paleontological monitor (working under the direction of the project paleontologist) shall be on site on a full-time basis during all original cutting of previously undisturbed deposits. (Planning)
59. If fossils are discovered, the project paleontologist (or paleontological monitor) shall recover them. In most cases, fossil salvage can be completed in a short period of time. However, some fossil specimens (e.g., a bone bed or a complete large mammal skeleton) may require an extended salvage period. In these instances, the project paleontologist (or paleontological monitor) has the authority to temporarily direct, divert, or halt grading to allow recovery of fossil remains in a timely manner. (Planning)
60. Prepared fossils, along with copies of all pertinent field notes, photos, and maps, shall be deposited in the designated fossil repository. 8. Post-Construction Final Report: A final summary paleontological mitigation report that outlines the results of the mitigation program shall be completed and submitted to the City within two weeks of the completion of each construction phase of the Project. This report shall include discussions of the methods used, stratigraphic section(s) exposed, fossils collected, inventory lists of cataloged fossils, and significance of recovered fossils. (Planning)

BUILDING PERMIT: Prior to approval of any building plan and the issuance of any building permit the applicant shall complete the following to the satisfaction of the applicable Department.

61. On building plans, four (4) accessible parking spaces are to be identified when parking is provided. Parking spaces for common areas shall also be identified. (Building)
62. On building plans, provide the location of the USPS mailboxes and the designated USPS parking stall. Illustrate the accessible route to the mailboxes, clear space in front of the boxes and reach ranges in compliance with California Building Standards Code. CBC 11B- (206, 305 & 308). (Building)
63. PV systems shall utilize high-efficiency equipment and fixtures consistent with the current Green Building Code and California Code of Regulations, Title 24 energy conservation standards. Multifamily residential units shall each include at least a one kW PV system. (Planning)
64. Should temporary sales office and/or model homes(s) be desired, the applicant shall comply with the requirements of Subsection 13.06.070 E of the Santee Zoning

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Ordinance without the requirement to file an application for a Temporary Use Permit. Any required building permits shall first be obtained prior to the operation of a sales office and/or model home(s). (Planning)

65. All areas for storage of refuse containers, and collection and service areas, shall be enclosed or effectively screened from public view by use of a fence, wall, landscaping, berms or a combination thereof. (Planning)
66. A complete 40-amp electrical service and wiring for a minimum AC Level 2 electrical vehicle charging station is required and shall be installed in the garage for all units in accordance with the California Code of Regulations Title. If required or desired by the homeowner, a minimum Level 2 electrical vehicle charging station shall also be installed. (Planning and Building)
67. Electrical vehicle charging stations shall be installed for 13% of the total guest parking spaces. (Planning)
68. The Project shall provide and maintain a minimum of 29 on-site guest parking spaces. These parking spaces shall be properly signed (i.e. stenciled signage) as guest parking and shall not be used for permanent parking by residents. (Planning)
69. A garage for each dwelling unit shall be provided with a vertical clearance of 7 feet in accordance with Chapter 13.24 of the Santee Municipal Code. (Planning)
70. Provide a fence plan in compliance with the fence requirements in Section 13.10.050 of the Santee Municipal Code. All interior fences shall be made of quality materials and perimeter and retaining walls shall be decorative to the satisfaction of the Planning & Building Director. (Planning)
71. Applicant shall obtain final map approval and record the final map. Once recorded, the applicant shall within thirty days of recordation, provide one mylar copy, digital copies, and two sets of prints of the recorded map to the Engineering Department for the City's permanent record. The prints and mylar shall be in accordance with City standards in effect at the time of recordation. (Engineering)
72. **Precise Grading Plans** shall be submitted to the Engineering Department and be completed and accepted prior to issuance of any building permits or start of construction of the street improvements. The plans shall be prepared at a scale of 1" = 20'. Plan format and content shall comply with Engineering Department standards. (Engineering)
73. Following issuance of a grading permit the applicant shall complete rough grading in accordance with the approved grading plans and the recommendations of the project's geotechnical engineer. Following completion of the rough grading and prior to issuance of any building permits, provide three originals of a rough grading report, which shall include a compaction report prepared by the geotechnical

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engineer, and a certification by the project civil engineer that all property corners, slopes, retaining walls, drainage devices and building pads are in conformance with the approved grading plans. (Engineering)

74. The applicant shall pay all development impact fees in effect at the time of issuance of building permits. The fees are estimated, based on 168,540 SF of habitable area, to be as follows:

a. Public Facilities	\$ 996,071.40	or	\$ 5.91 / sf
b. Traffic Signal	\$ 50,562.00	or	\$ 0.30 / sf
c. Traffic Mitigation	\$ 355,619.40	or	\$ 2.11 / sf
d. Drainage	\$ 74,157.60	or	\$ 0.44 / sf
e. Park in-lieu	\$ 1,274,162.40	or	\$ 7.56 / sf
f. Fire Facilities	\$ 335,394.60	or	\$ 1.99 / sf
g. Long Range Planning	\$ 15,168.60	or	\$ 0.09/ sf
h. Administration	\$ 62,359.80	or	\$ 0.37 / sf
i. RTCIP Mitigation	\$ 304,757.00	or	\$ 3,047.57 / unit
Total	\$3,468,252.80		

Development Impact Fee amounts shall be calculated in accordance with current fee ordinances in effect at issuance of building permit. Fees shall be adjusted on an annual basis in accordance with the Municipal Code. The applicant shall provide site and building footage certified by their engineer of work to the Director of Engineering/City Engineer for approval for use in calculating the final fee amounts. (Engineering)

75. A Construction Safety Plan, meeting the requirements of California Fire Code (CFC) Chapter 33, shall be submitted at the time of building permit application. The plan must be reviewed and approved by the Santee Fire Department prior to issuance of a construction permit. The Construction Safety Plan shall address: (Fire)

- a. Designation and contact information for the site safety director
- b. Training documentation for safety personnel and fire watch staff
- c. Procedures for emergency reporting
- d. Fire department vehicle access routes
- e. Locations and types of fire protection equipment (including extinguishers, standpipes, fire department connections, hydrants)
- f. Policies and signage for smoking and cooking, where allowed, per CFC Section 3305.8
- g. Provisions for temporary heating equipment and its safe use
- h. Hot work safety procedures
- i. Combustible waste control measures
- j. Storage and handling procedures for flammable and hazardous materials
- k. Site security measures
- l. Procedures for changes affecting safety during construction

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- m. Any additional site-specific requirements as determined by the Santee Fire Department

76. The Project site shall be secured in a manner approved by the Fire Marshal and Building Code Officials. Approved site security measures may include fencing, controlled access points, and signage as required by project conditions and the 2022 California Fire Code, Section 3303. Fire fighter access shall be provided via a Knox Company rapid entry product suitable for the premises type, to be installed at all approved access gates or entry points. The type and placement of the Knox product shall be reviewed and approved by the Santee Fire Department prior to commencement of construction activities. (Fire)

- a. Security measures must remain in place for the duration of construction and be maintained in accordance with California Fire Code Section 3303.
- b. No removal or modification of security measures, including access devices, shall occur without written approval from the Fire and Building Code Officials.

77. Prior to delivery of combustible materials to the Project site, fire apparatus access roads shall be installed to provide access to within 150 feet of any area where combustible materials will be placed. These access roads shall be constructed with an approved all-weather driving surface, capable of supporting the imposed load of fire apparatus weighing at least 78,000 pounds. The first layer of asphalt is permitted for the access roads. All underground utilities, including fire mains, fire hydrants, and fire service underground devices, shall be fully installed and operational prior to the delivery of any combustible materials on site. (Fire)

- a. Temporary fire apparatus access roads, during construction, may have a minimum unobstructed width of 20 feet wide and vertical clearance of 13 feet, 6 inches in height.
- b. The access roads must be designed and maintained to support the imposed loads of fire apparatus with all-weather driving capability, consistent with CFC and local amendments.
- c. Verification of the access road construction and load-bearing capacity may be required through a report by a registered civil or geotechnical engineer, as applicable.
- d. No delivery of combustible materials shall occur until the fire apparatus access roads and underground fire protection utilities have been approved by the Santee Fire Department.

78. Prior to final approval of any building, the fire lane(s) providing access to that structure shall be fully installed, marked, and maintained in accordance with the California Fire Code and City of Santee Fire Code Amendments. (Fire)

- a. Fire lane width shall be measured from curb to curb or from parking space striping to striping and shall extend vertically from grade to the highest point of any adjacent structures or obstacles.

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- b. No building elements, balconies, roof drains, projections, or any other objects shall encroach into the required fire lane clearance.
- c. Fire lanes shall be clearly identified by painting curbs red with white stenciled lettering stating "NO PARKING – FIRE LANE" where appropriate.
- d. Signs shall be installed at intervals not to exceed 20 feet (or as otherwise approved by the fire code official) and at all entrances to the Project area.
- e. Exact placement of fire lane markings and signage shall be reviewed and approved by the Santee Fire Department prior to installation.
- f. Parking spaces shall not encroach upon or obstruct fire apparatus access roads, drivable fire lanes, or required turning radii for emergency vehicles.
- g. Private fire lanes shall be maintained in legible condition throughout the life of the facility by the property owner or homeowners association.

79. The gates on the east side of the Project shall be equipped with Knox Boxes and furnished with keys to the gates for emergency use. (Fire)

80. A deferred submittal is required for all automatic fire extinguishing systems. The complete fire sprinkler system design, including plans, specifications, hydraulic calculations, and manufacturer information, shall be submitted to the Santee Fire Department for review and approval prior to installation. (Fire)

- a. The deferred submittal must comply with all applicable provisions of the 2022 California Fire Code, NFPA 13, 13R, or 13D, as applicable, and City of Santee Fire Code Amendments.
- b. The submittal package shall clearly identify the scope of work, system components, installation details, and coordination with other building and fire protection systems.
- c. No installation of any fire sprinkler system components shall proceed until the deferred submittal has been reviewed and approved by the Santee Fire Department.
- d. Any modifications to the approved fire sprinkler design during construction must be resubmitted for review and approval.
- e. Final acceptance and system testing shall be required prior to issuance of a final occupancy permit.

81. Knox Company fire department connection (FDC) plugs shall be installed on all required fire department connections for automatic fire sprinkler systems. (Fire)

82. FDCs for all fire protection systems shall be located within 50 feet of a fire hydrant and in no case shall be more than 100 feet from a fire hydrant. (Fire)

- a. The exact location of the FDCs relative to nearby fire hydrants shall be reviewed and approved by the Santee Fire Department prior to installation.
- b. Distance measurements shall be taken by the most direct accessible pedestrian or fire apparatus route, ensuring rapid fire department connection during emergency operations.

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83. A deferred submittal is required for all automatic fire alarm systems and dedicated functional fire alarm systems. The complete fire alarm system design, including plans, specifications, and manufacturer information, shall be submitted to the Santee Fire Department for review and approval prior to installation. (Fire)
 - a. The deferred submittal must comply with all applicable provisions of the 2022 California Fire Code, the National Fire Alarm and Signaling Code (NFPA 72), and City of Santee Fire Code Amendments.
 - b. The deferred submittal package shall clearly identify the scope of work, system components, device types and locations, and coordination with other building systems.
 - c. No installation of any fire alarm system components shall proceed until the deferred submittal has been reviewed and approved by the Santee Fire Department.
 - d. Any changes to the approved fire alarm design during construction must be resubmitted for review and approval.
 - e. Final acceptance and system testing shall be required prior to issuance of a final occupancy permit.
84. An exterior approved audio/visual water-flow alarm device shall be installed and connected to every automatic fire sprinkler system at an approved location. The water-flow alarm device shall be activated by water flow equivalent to the flow of a single sprinkler with the smallest orifice size installed in the system. (Fire)
85. Building address numbers shall be installed and displayed in block-style lettering with minimum heights as follows: 4 inches for single-family dwellings, 6 inches for commercial businesses, and 12 inches for multi-family or industrial developments. (Fire)
 - a. Numbers shall be black in color, or another color approved by the Santee Fire Department, providing clear contrast against the background surface for maximum visibility.
 - b. Address numbers shall be permanently affixed to the building or structure in a location clearly visible from the adjacent fire apparatus access road or street.
 - c. The size, style, color, and location of address numbers shall be reviewed and approved by the Santee Fire Department prior to final inspection.
 - d. Address numbers shall be posted while the project is under construction at the project entrance.
86. Knox box placement, models, and mounting shall be in accordance with Santee Fire Department Standards. (Fire)
87. GIS data in Shapefile, Geodatabase, KML, or any other GIS data format. Alternatively, PDF, PNG, or JPEG are also acceptable with supporting CAD data. (Fire)

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OCCUPANCY: Prior to any occupancy, final grading release, or use of the premises in reliance of this permit the applicant shall complete the following to the satisfaction of the applicable Department.

88. In conformance with San Diego Air Pollution Control District's (SDAPCD) Rule 67.0.1, Architectural Coatings, the Project shall use low volatile organic compound (VOC) paints. (Planning)
89. A bond, equal to the cost of full landscape installation, shall be deposited with the Planning & Building Department and retained for a minimum of one year or until the landscaping is established to the satisfaction of the Planning & Building Director. (Planning)
90. Submit to the City for review, the recorded Covenants, Conditions, and Restrictions (CC&Rs) for the Project. The CC&Rs shall be recorded prior to granting occupancy of the first unit. These CC&Rs should include discussion of, but are not limited to the following issues:
 - a. The permittee and all persons, firms or corporations, owning the property subject to this subdivision map, their heirs, administrators, executors, successors, and assigns shall operate, maintain and repair the landscape areas, common recreational area and onsite drainage improvements as shown on the Final Map, site plan, and landscape plan in accordance with the approved CC&Rs primarily for the benefit of the residents of the subject development.
 - b. Conditions that require residents of the development to make their required parking spaces available for parking of automobiles at all times, including language that grants the Homeowner's Association (HOA) the right to inspect private garages to ensure residents' compliance with this requirement and language that requires the HOA to enforce this requirement.
 - c. A condition that requires guest parking spaces to be maintained for short-term parking by visitors of the development.
 - d. Prohibition on parking boats, recreational vehicles, etc. on the property.
 - e. Maintenance of private roads, water and sewer lines, and storm water facilities.
 - f. Maintenance of common walls and fences
91. The continued maintenance of all fire protection equipment and fire lanes throughout the Development in perpetuity. (Planning/Fire)
92. At the time of request for transfer, the applicant consents to participate in an election process to ensure the timely annexation of the property to the District. The applicant, while majority property owner, shall vote affirmatively on the question of the property's annexation to the District and subsequent property assessment. (Engineering)

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93. Complete construction of all improvements shown on the approved plans to the satisfaction of the Director of Engineering/City Engineer. (Engineering)
94. Plant all new trees in and within 10 feet of the public right-of-way with root control barriers. (Engineering)
95. The project shall modify the median on Mission Gorge Road for the eastbound left turn onto the project main roadway to provide equal turn pocket lengths for the eastbound left turn onto the project main driveway as the westbound left turn into the Marketplace shopping plaza. (Traffic)
96. The project shall install 3 streetlights on the main project roadway north of the Post Office. (Traffic)

ONGOING: The following conditions shall apply during the term of this permit.

97. All groundcover installed pursuant to an approved landscape plan shall provide one-hundred (100) percent coverage within nine (9) months of planting or additional landscaping, to be approved by the City, shall be required in order to meet this standard. Property owners are responsible for the continual maintenance of all landscape areas on-site and between the property line and the curb. All landscaped areas shall be kept free from weeds and debris and maintained in a healthy, growing condition, and shall receive regular pruning, fertilizing, mowing and trimming. Any damaged, dead, diseased or decaying plant material shall be replaced within thirty (30) days from the date of damage. (Planning)
98. No property owner shall sublease, subrent or otherwise make available to residents of other properties, the required off-street parking spaces. (Planning)
99. Mechanical equipment, including but not limited to HVAC equipment, shall be screened and architecturally integrated in terms of material, color, shape and size. The screening design shall blend with the building design. (Planning)
100. Parking areas and driveways shall be well maintained, free of potholes, ruts, and cracks. (Planning)

SECTION 6: The applicant shall defend, indemnify, and hold harmless the City and its officers, employees, and agents from any claim, action, or proceeding against the City and/or its officers, employees or agents to attack or set aside, void, or annul the approval of the City concerning TM-2025-0002, DR-2025-0002, or any action relating to or arising out of its approval.

SECTION 7: The terms and conditions of TM-2025-0002 & DR-2025-0002 approval shall be binding upon the permittee and all persons, firms, and corporations having an interest in the property subject to TM-2025-0002 & DR-2025-0002 and the heirs, executors, administrators, successors and assigns of each of them, including municipal corporations,

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public agencies and districts.

SECTION 8: The approval of TM-2025-0002 & DR-2025-0002 expires on December 10, 2028, at 5:00 p.m. The Final Map or Maps conforming to this conditionally approved Tentative Map shall be filed with the City Council in time so that City Council may approve the Final Map or Maps before this approval expires unless a time extension for obtaining such approval of the Final Map is approved as provided by the Santee Subdivision Ordinance. In addition, if use of the development has not commenced within the three-year period, said expiration date may be extended pursuant to a request for time extension received 60 days prior to the original expiration date. The City Council expressly grants to the Planning & Building Director the authority to extend the expiration date of this approval pursuant to Section 13.04.090.B of the SMC, when a request for an extension is filed 60 days prior to the original expiration date.

SECTION 9: Pursuant to Government Code Section 66020, the 90-day approval period in which the applicant may protest the imposition of any fees, dedications, reservations, or exactions imposed pursuant to this approval, shall begin on December 10, 2025.

SECTION 10: The City hereby notifies the applicant that State Law (SB1535) authorizes the County Clerk to collect a documentary handling fee for the processing of CEQA documents. In order to comply with State Law, the applicant should remit to the City's Santee Planning & Building Department, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to the "County Clerk" in the amount of \$ 50.00. The City shall file the Notice of Determination with the County Clerk upon receipt of the certified check. Failure to remit the required fee in full within the time specified above will result in a delay of the start of the thirty-five (35) day statute of limitations on court challenges to the approval under CEQA.

SECTION 11: The documents and materials that constitute the record of proceedings on which these findings have been based are located with the City Clerk at the City's City Clerk's office at 10601 Magnolia Avenue, Building #3, Santee, CA 92071.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 10th day of December 2025, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

RESOLUTION NO.

ATTEST:

JAMES JEFFRIES, CITY CLERK

Due to file size and volume, the CEQA Consistency Analysis attachment is available via the link below:

<https://www.cityofsanteeca.gov/departments/city-clerk/document-central/city-clerk/council-agendas/2025/12-10-2025-item-17-ceqa-consistency-analysis.pdf>



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 18

MEETING DATE December 10, 2025

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AWARDING THE CONSTRUCTION CONTRACT TO BARNHART-REESE CONSTRUCTION, INC. FOR THE SANTEE COMMUNITY CENTER (CIP 2018-31) PROJECT, ADOPTING A MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM, AUTHORIZING AN INTERFUND LOAN AND APPROPRIATION OF FUNDS

DIRECTOR/DEPARTMENT Carl Schmitz, Engineering 
Nicolas Chavez, Community Services

SUMMARY

This item requests City Council award the construction contract for the Santee Community Center (CIP 2018-31) project to Barnhart-Reese Construction, Inc. in the amount of \$20,598,331.00. The award of the construction contract for the Santee Community Center is a milestone moment in the City's history and a step towards having a dedicated community center for programming and public use and is something for the City to be proud of once constructed. The need for a community center has long been identified in various City strategic planning documents, one of the earliest documents being the Park and Recreation Master Plan, dated April 1990. The proposed project has evolved over time and was impacted by the pandemic and rising construction costs. While throughout its history the City has used various spaces for recreation programming, this project will construct the City's first dedicated community center. It will be a 12,500 square foot community center building, located on city owned property at 10129 Riverwalk Drive adjacent to the Cameron Family YMCA at Town Center Community Park. The Santee Community Center will provide a modern facility with flexible use space designed to serve various community programs such as youth, teen and senior programs, recreational events, weddings, conventions, corporate events and other related multi-generational needs for the community. The building will feature event rooms, multi-purpose rooms, outdoor decks, patios and administrative offices and will serve as the City's back-up emergency operations center and data center in times of need.

In compliance with the City's purchasing ordinance, Santee Municipal Code Section 3.24.100, City Staff administered a formal bid process on August 27, 2025. On November 13, 2025, the City Clerk publicly opened and examined seven (7) sealed bids. The bid submitted by Barnhart-Reese Construction, Inc., has been determined to be the lowest responsive and responsible bid in the amount of \$20,598,331.00.

Staff also requests authorization for the Director of Engineering/City Engineer to approve change orders in a total amount not to exceed \$3,089,749.65 (15% of the contract price) for unforeseen items and additional work associated with the Project.





ENVIRONMENTAL REVIEW

An Environmental Initial Study, prepared in accordance with the California Environmental Quality Act (CEQA), determined that the project would have no significant environmental impacts with the incorporation of mitigation measures. Therefore, a Mitigated Negative Declaration (MND) was prepared and circulated for public and agency review from April 28, 2025, through May 28, 2025. Ten comment letters were received during the public review period. The comments and the City's responses are attached to the Final MND. No comments received, nor any additional information submitted to the City, resulted in substantial new information requiring recirculation of the MND. Adoption of the Final MND and the associated Mitigation Monitoring and Reporting Program (MMRP) is recommended.

FINANCIAL STATEMENT

Funding for this project is included in the FY 2026-30 adopted Capital Improvement Program budget for the Santee Community Center (CIP 2018-31) in an amount totaling \$23,500,000. Funding consists of \$17.34 million in Development Impact Fees, \$4.5 million in State appropriations, \$1.5 million from the General Fund, and \$156,595 in American Rescue Plan Act (ARPA) funds.

On April 9, 2025, the City Council approved a short-term interfund loan in an amount not to exceed \$3,335,273 from the General Fund Reserves to the Santee Community Center project in order to fully fund the Project until sufficient Development Impact Fees have been collected. At that time, it was anticipated that the loan would be fully repaid by these funds by FY 2027-28.

The total project cost has increased from \$23.5 million to \$26.8 million, a \$3.3 million increase based on the received bids. Staff is requesting that the authorized amount of the short-term interfund loan from the General Fund Reserves to the Public Facilities and Park-in-Lieu Funds be increased from \$3,335,273 to up to \$6,648,553 to fully fund the Project. Public Facilities and Park-in-Lieu Development Impact Fees are restricted for park and recreation purposes and cannot be used for other types of public infrastructure or facilities. The City anticipates collecting sufficient Public Facilities and Park-in-Lieu Fee revenue to fully repay the General Fund Reserve loan by FY 2028-29.

Design & Bidding	\$ 1,500,199.57
Construction Contract	20,598,331.00
Contract Change Orders	3,089,749.65
Construction Administration, Testing, Inspection and Utility Fees	1,600,000.00
Project Closeout	25,000.00
 Total Anticipated Project Cost	 \$ 26,813,280.22

CITY ATTORNEY REVIEW N/A Completed



RECOMMENDATION *WV*

1. Award the construction contract for the Santee Community Center (CIP 2018-31) project to Barnhart-Reese Construction, Inc. for a total amount of \$20,598,331.00; and
2. Authorize the City Manager to execute all necessary contract documents on behalf of the City; and
3. Authorize the Director of Engineering/City Engineer to approve change orders in a total amount not to exceed \$3,089,749.65; and
4. Increase the Santee Community Center budget appropriation to \$26,813,280; and
5. Approve the use of up to \$6,648,553, on an as-needed basis, in General Fund Reserves for an interfund loan to the Public Facilities and Park-in-Lieu Development Impact Fee Funds for the purpose of providing the funding necessary to fully fund the construction of the Santee Community Center; and
6. Authorize the repayment of the General Fund interfund loan, up to \$6,648,553 as Public Facility and Park-in-Lieu fees are available; and
7. Adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Santee Community Center project.

ATTACHMENTS

Resolution
Bid Summary Chart
Final Mitigated Negative Declaration

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
AWARDING THE CONSTRUCTION CONTRACT TO BARNHART-REESE
CONSTRUCTION, INC. FOR THE SANTEE COMMUNITY CENTER (CIP 2018-31)
PROJECT, ADOPTING A MITIGATED NEGATIVE DECLARATION AND A
MITIGATION MONITORING AND REPORTING PROGRAM, AUTHORIZING AN
INTERFUND LOAN AND APPROPRIATION OF FUNDS**

WHEREAS, on August 27, 2025, City staff administered a formal bid process in compliance with Santee Municipal Code Section 3.24.100; and

WHEREAS, the City Clerk, on November 13, 2025, publicly opened and examined seven sealed bids for the Santee Community Center (CIP 2018-31) Project; and

WHEREAS, the lowest received bid was submitted by Barnhart-Reese Construction, Inc.; and

WHEREAS, in accordance with Santee Municipal Code section 3.24.100(E), staff has determined that the bid submitted by Barnhart-Reese Construction, Inc. conforms in all material respects to the requirements set forth in the invitation for bids; and

WHEREAS, Barnhart-Reese Construction, Inc. was found to be the lowest responsive and responsible bidder with their total bid amount of \$20,598,331.00; and

WHEREAS, staff recommends awarding the construction contract to Barnhart-Reese Construction, Inc. in the amount of \$20,598,331.00; and

WHEREAS, staff requests authorization for the Director of Engineering/City Engineer to approve change orders in a total amount not to exceed \$3,089,749.65 for unforeseen items and additional work associated with the Project; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA), an Initial Study (ENV-2024-0013) was conducted for the Project and determined that all environmental impacts of the Project would be less than significant with mitigation and a Mitigated Negative Declaration (MND) (State Clearinghouse Number 2025041300) was prepared in accordance with CEQA, the State CEQA Guidelines, and the city's local CEQA Guidelines; and

WHEREAS, pursuant to State CEQA Guidelines Section 15073, the City published a Notice of Intent to Adopt a Mitigated Negative Declaration and the Draft MND was circulated for a 30-day public review period from April 28, 2025, through May 28, 2025, during which ten comment letters were received; and

WHEREAS, written responses to comments were prepared and included in the Final MND, and no comments received, nor any additional information submitted to the City, resulted in substantial new information requiring recirculation pursuant to CEQA Guidelines Section 15073.5; and

RESOLUTION NO. _____

WHEREAS, based on the Initial Study, a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared for the project in accordance with CEQA; and

WHEREAS, the City Council has reviewed and considered the MND, MMRP, Initial Study, comments received, responses prepared, and the entire administrative record prior to taking action on the project; and

WHEREAS, all the mitigation measures identified in the MND and necessary to reduce the potentially significant impacts of the proposed Project to a level of less than significant are set forth in the Mitigation Monitoring and Reporting Program (MMRP) in **Exhibit B** to this Resolution, attached hereto and incorporated herein; and

WHEREAS, current funding for this project is included in the FY 2026-30 adopted Capital Improvement Program budget in the amount of \$23,500,000; and

WHEREAS, the Project is funded by Public Facility and Park-in-Lieu Developer Impact Fees, a State funding appropriation, ARPA and General Fund funding; and

WHEREAS, on April 9, 2025, the City Council approved a short term interfund loan in an amount not to exceed \$3,335,273 from the General Fund Reserves to the Santee Community Center project in order to fully fund the Project until sufficient Development Impact Fees have been collected; and

WHEREAS, the total project cost to construct the Santee Community Center has increased by \$3.3 million from \$23.5 million to \$26.8 million; and

WHEREAS, in order to start construction of the Project, it is requested that the authorized amount of the short-term interfund loan from the General Fund Reserves to the Public Facilities and Park-in-Lieu Funds be increased up to \$6,648,553, to be used on an as-needed basis; and

WHEREAS, Public Facilities Development Impact Fees and Park-in-Lieu Development Impact Fees are restricted for park and recreation purposes and cannot be used for other types of public infrastructure or facilities construction; and

WHEREAS, the City anticipates collecting sufficient Public Facilities and Park-in-Lieu Fee Development Impact Fee revenue to fully repay the General Fund loan by FY 2028-29.

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

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

RESOLUTION NO. _____

SECTION 2: The construction contract for the Santee Community Center (CIP2018-31) Project is awarded to Barnhart-Reese Construction, Inc. as the lowest responsive and responsible bidder in the amount of \$20,598,331.00 and the City Manager is authorized to execute all necessary contract documents on behalf of the City.

SECTION 3: The Director of Engineering/City Engineer is authorized to approve change orders in an amount not to exceed \$3,089,749.65 for unforeseen items and additional work associated with the Project.

SECTION 4: As the decision-making body for the Project, the City Council has reviewed and considered the Final Initial Study/Mitigated Negative Declaration and administrative record for the Project, including all oral and written comments received during the comment period.

- A. The City council finds that the final Initial Study/Mitigated Negative Declaration and the administrative record have been completed in compliance with CEQA, the State CEQA Guidelines, and the City's Local CEQA Guidelines.
- B. Based on the whole record before it, including, without limitation, the Final Initial Study/Mitigated Negative Declaration and the administrative record, including all written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of the Project are less than significant with mitigation. The City Council further finds that there is no substantial evidence in the administrative record supporting a fair argument that the Project may result in significant environmental impacts. The City Council finds that the Final Initial Study/Mitigated Negative Declaration contains a complete, objective and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgement and analysis of the City Council.
- C. No new significant environmental effects have been identified in the Final initial Study/Mitigated Negative Declaration and any changes to the Final Initial Study/Mitigated Negative Declaration, including the replacement of mitigation measures with equal or more effective measures pursuant to Section 15074.1, in response to comments or otherwise, do not constitute substantial revisions requiring recirculation under State CEQA Guidelines Section 15073.5.
- D. The City Council adopts Mitigated Negative Declaration ENV-2024-0013 pursuant to Public Resources Code section 21080, subdivision (c).
- E. Pursuant to Public Resources Code section 21081.6, the City Council adopts the Mitigation Monitoring and Reporting Program prepared for the Project, attached to this resolution as **Exhibit A**.

RESOLUTION NO. _____

F. The City Council directs staff to file a Notice of Determination with the San Diego County Clerk and the Office of Planning and Research within five (5) working days of adoption.

SECTION 5: The documents and materials that constitute the records of proceedings on which these findings have been based are located with the City Clerk of the City of Santee City Clerk's office at 10601 Magnoli Avenue, Building #3, Santee CA 92071.

SECTION 6: An increase in the appropriation to the Santee Community Center (CIP 2018-31), 2026-2030 adopted Capital Improvement Program budget to \$26,813,280 is approved.

SECTION 7: An interfund loan of General Fund Reserves to the Park-in-Lieu and Public Facilities Developer Impact Fee Funds in an amount up to \$6,648,553, to be used on an as-needed basis for the purpose of providing the funding necessary to fully fund the construction of the Santee Community Center project is approved.

SECTION 8: The repayment of the General Fund interfund loan, up to \$6,648,553 as Park-in-Lieu and Public Facilities Fees become available is authorized.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 10th day of December 2025, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK

Exhibit A – Mitigation Monitoring and Reporting Program

Mitigation Monitoring and Reporting Program

Introduction

The Mitigation Monitoring and Reporting Program (MMRP) supplements the Final Mitigated Negative Declaration (MND) for the Community Center project by providing the mechanism for ensuring implementation of all mitigation measures identified in the MND.

Purpose of the MMRP

As the lead agency, the City of Santee (City) is responsible for implementing the MMRP, which has been prepared in conformance with Section 21081.6 of the California Public Resources Code, as identified below:

(a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:

(1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.

(2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

The preparation of an MMRP is also required by Section 15074(d) of the CEQA Guidelines. The MMRP consists of mitigation measures that avoid, reduce, or fully mitigate potential environmental impacts.

Mitigation Monitoring and Reporting Table

Project-specific mitigation measures have been categorized in Table 1, Mitigation Monitoring and Reporting Program. Table 1 identifies the environmental impact, specific mitigation measures, responsible party, monitoring agency, and timing of mitigation. Table 1 will serve as the basis for scheduling the implementation of and compliance with all mitigation measures.

The categories identified in Table 1 are described below:

- **Mitigation Measure.** This column provides the verbatim text of the adopted mitigation measure from the Final MND.
- **Responsible Party.** This column identifies the party responsible for implementing the action.
- **Approving Agency.** This column identifies the entity responsible for overseeing and verifying satisfactory completion of the action.
- **Time Frame of Mitigation.** This column identifies the project stage in which the mitigation shall be implemented.

Mitigation Measure	Responsible Party	Approving Agency	Time Frame of Mitigation
Section 3.3, Air Quality			
MM-AQ-1: Tier 4 Final Construction Equipment. Prior to the commencement of construction activities for the project, the applicant shall require its construction contractor to demonstrate that all 75-horsepower or greater diesel-powered equipment is powered with California Air Resources Board-certified Tier 4 Final engines.	Applicant (City of Santee); Construction Contractor	City of Santee Engineering and Planning & Building Departments	Prior to commencement of construction activities. During all construction phases.
An exemption from these requirements may be granted by the City of Santee (City) if the applicant documents that equipment with the required tier is not reasonably available and that equivalent reductions in PM ₁₀ exhaust emissions are achieved from other combinations of construction equipment. Before an exemption may be considered by the City, the applicant shall be required to demonstrate that three construction fleet owners/operators in the San Diego region were contacted and that those owners/operators confirmed Tier 4 equipment could not be located within the San Diego region. The City shall review the exemption request and provide a determination within 10 business days from receipt of the request.			
Section 3.4, Biological Resources			
MM-BIO-1: Pre-Construction Nesting Bird Survey. Construction within all potential nesting resource areas within the Project site (i.e., ornamental trees) and areas of the Project site within 500 feet of the Woodglen Vista Creek should be avoided during the migratory bird nesting season (typically January 1 through September 30). If construction activities (i.e., grading, tree removal, external construction involving heavy equipment generating noise in excess of 60 A-weighted decibels [dBA] (leq)) must occur during the bird nesting season, an avian nesting survey of all potential nesting resource areas (e.g., ornamental trees) within the Project site and areas of the Woodglen Vista Creek within 500 feet of all impact areas must be conducted to determine the presence/absence of special-status species, protected migratory birds, and active nests. If least Bell's vireo (<i>Vireo bellii pusillus</i>), yellow-breasted chat (<i>Icteria virens</i>), and/or yellow warbler (<i>Setophaga petechia</i>) are identified during the surveys, then noise attenuation measures shall be required to ensure that noise levels from construction do not exceed a 60 dBA hourly average per hour at the edge of the	Construction Contractor; Approved Qualified Biologist; Qualified Acoustician	City of Santee Engineering and Planning & Building Departments and Approved Qualified Biologist	Within 14 days prior to grading/construction. Within 24 hours of initiation of grading/construction. During ground-disturbing activities for the duration of the project construction. Surveys reinitiated if construction is on hold for more than 30 days.

Mitigation Measure	Responsible Party	Approving Agency	Time Frame of Mitigation
<p>riparian habitat or to the ambient noise level if it exceeds 60 dBA prior to construction. Construction noise monitoring shall be required to verify that noise levels at the edge of occupied habitat are maintained below 60 dBA hourly average unless an analysis completed by a qualified acoustician shows that noise generated by construction activities would not exceed 60 dBA hourly average at the edge of occupied habitat.</p> <p>The avian nesting survey shall be performed by a qualified wildlife biologist within 14 days prior to the start of construction and one more survey pass within 24 hours of initiation of construction activities in accordance with the Migratory Bird Treaty Act and California Fish and Game Code Sections 3503, 3503.5, and 3513. If construction activities are on hold for more than 30 days, then pre-construction surveys would need to be reinitiated. If an active bird nest is found, the nest shall be flagged and mapped on the construction plans, along with an appropriate buffer established around the nest, which will be determined by the biologist based on the species' sensitivity to disturbance (typically 300 feet for passerines and 500 feet for raptors and special-status species), existing nearby conditions (e.g., natural habitat versus roads or existing noisy activities), existing buffering features (e.g., topography, tall and dense trees, buildings), legal status of species (i.e., listed versus non-listed), general sensitivities of the species (e.g., disturbance tolerant or urban versus non disturbance tolerant), and other variables. The nest area shall be avoided until the nest is vacated and the juveniles have fledged. The nest area shall be demarcated in the field with flagging and stakes or construction fencing. On-site construction monitoring shall also be conducted when an active nest buffer is in place. No Project activities shall encroach into established buffers without the consent of a monitoring biologist. The buffer shall remain in place until it is determined that the nestlings have fledged and the nest is no longer active.</p>			
<p>MM-BIO-2: Construction-Related Indirect Impacts to Special-Status Species, Sensitive Vegetation Communities, and Jurisdictional Aquatic Resources. Prior to the issuance of a notice to proceed to the Contractor and prior to the commencement of any construction, construction plans shall include the following to</p>	<p>Construction Contractor; Approved Qualified Biologist and Monitor</p>	<p>City of Santee Engineering and Planning & Building Departments; Approved Qualified Biologist</p>	<p>Prior to issuance of a notice to proceed to the Contractor.</p> <p>Prior to commencement of any grading/construction.</p>

Mitigation Measure	Responsible Party	Approving Agency	Time Frame of Mitigation
<p>address potential indirect impacts to special-status species occurring within all suitable habitat associated with the Woodglen Vista Creek (i.e., within 500 feet of the Project site):</p> <ul style="list-style-type: none"> • Biological Monitoring. A qualified Project biologist approved by the City of Santee shall monitor ground-disturbing and vegetation-clearing activities for the duration of the Project construction to ensure that practicable measures are being employed to avoid incidental disturbance of habitat, species of concern, and other sensitive biological resources outside the Project footprint. Once ground-disturbing and vegetation-clearing activities are complete, the Project biologist shall conduct weekly checks to inspect construction fencing and ensure that all applicable requirements from the mitigation measures are being upheld until construction is completed. • Worker Environmental Awareness Training. Prior to grading, a pre-construction meeting shall be required that includes a training session for Project personnel by a qualified biologist. The training shall include (1) a description of the species of concern and its habitats; (2) the general provisions of the applicable regulations pertaining to biological resources, including the Endangered Species Act and the Clean Water Act; (3) the need to adhere to the provisions of the Endangered Species Act, the Clean Water Act, and other applicable regulations; (4) the penalties associated with violating the provisions of the Endangered Species Act, Clean Water Act, and other applicable regulations; (5) the general measures that are being implemented to conserve the species of concern as they relate to the Project; and (6) the access routes to and Project site boundaries within which the Project activities must be accomplished. Additionally, the training shall include the measures and mitigation requirements for the applicable resources. Copies of the mitigation measures and any required permits from the resource agencies shall be made available to construction personnel. 			After completion of ground-disturbing and vegetation clearing, weekly checks to inspect construction fencing.

Mitigation Measure	Responsible Party	Approving Agency	Time Frame of Mitigation
<ul style="list-style-type: none"> Delineation of Property Boundaries. Before beginning activities that would cause impacts, the contractor shall, in consultation with the biological monitor, clearly delineate the boundaries with fencing, stakes, or flags, consistent with the grading plan, within which the impacts will take place. All impacts outside the fenced, staked, or flagged areas shall be avoided, and all fencing, stakes, and flags shall be maintained until the completion of impacts in that area. In addition, any avoided environmental resources shall be clearly delineated. Prior to implementing construction activities, the biological monitor shall verify that the flagging clearly delineates the construction limits and any sensitive environmental resources to be avoided. Standard Dust Control Measures. Standard dust control measures as per the San Diego County Air Pollution Control District shall be implemented to reduce impacts on nearby plants and wildlife. Measures include controlling speed to 15 miles per hour or less on unpaved roads, replacing ground cover in disturbed areas as quickly as possible, frequently watering active work sites, installing shaker plates, and suspending excavation and grading operations during periods of high winds. Stormwater Pollution Prevention Plan. Prior to the issuance of a notice to proceed to the Contractor and prior to the commencement of any construction, the Contractor shall submit a stormwater pollution prevention plan (SWPPP) to the City of Santee that specifies best management practices to prevent all construction pollutants from contacting stormwater, with the intent of keeping sedimentation or any other pollutants from moving off site and into receiving waters. The requirements of the SWPPP shall be incorporated into design specifications and construction contracts. Best management practice categories employed on site shall include erosion control, sediment control, and non-stormwater good housekeeping. Best management practices recommended for the construction phase shall include, but not be limited to, the following: 			

Mitigation Measure	Responsible Party	Approving Agency	Time Frame of Mitigation
<ul style="list-style-type: none"> - Limiting grading to the minimum area necessary for construction, operation, and decommissioning of the Project - Limiting vegetation disturbance/removal to the maximum extent practicable - Implementing fiber rolls and sandbags around drainage areas and the site perimeter - Stockpiling and disposing of demolition debris, concrete, and soil properly - Installing a stabilized construction entrance/exit and stabilizing disturbed areas - Installing proper protections for fueling and maintaining equipment and vehicles - Managing waste, aggressively controlling litter, and implementing sediment controls - Stabilizing soil in disturbed areas through revegetation 			

The following water quality measures shall be included in the SWPPP:

- Erodible fill material shall not be deposited into water courses. Brush, loose soils, or other similar debris material shall not be stockpiled within the stream channel or on its banks.
- The Project shall be designed to avoid the placement of equipment and personnel within the stream channel or on sand and gravel bars, banks, and adjacent upland habitats used by target species of concern, as feasible. Project activities that cannot be conducted without placing equipment or personnel in sensitive habitats shall be timed to avoid the breeding season of riparian species.
- Water pollution and erosion control plans shall be developed and implemented in accordance with the Regional Water Quality Control Board.
- **Minimize Spills of Hazardous Materials.** All vehicles and equipment shall be maintained in proper condition to minimize the potential for fugitive emissions of motor oil, antifreeze, hydraulic fluid, grease, or other hazardous materials. Hazardous spills shall be immediately cleaned up and the contaminated soil shall be properly handled and

Mitigation Measure	Responsible Party	Approving Agency	Time Frame of Mitigation
<p>disposed of at a licensed facility. Servicing of construction equipment shall take place only at a designated staging area. The staging area will be located on the south side of the Project site, away from Woodglen Vista Creek, and no stockpiles will be allowed adjacent to Woodglen Vista Creek.</p> <ul style="list-style-type: none"> • Wildlife Hazards. The following measures shall be implemented to ensure that wildlife do not become trapped, entangled, injured, or poisoned by construction activities: <ul style="list-style-type: none"> ○ Structures in which wildlife may become trapped (e.g., open pipes, pits, trenches) shall be tightly covered at the end of each work day. If covering the structure is not possible, an escape ramp shall be provided to allow any wildlife that falls in to safely escape. ○ Debris piles, construction materials, equipment, and other items that may be used as wildlife refuge shall be inspected for wildlife at the start of each work day and prior to disturbance. If wildlife is discovered, it shall either be moved out of harm's way by a qualified biologist or allowed to move off of the Project site on its own. ○ Nets and mesh shall be made of loose weave material that is not fused at the intersections of the weave because nets with welded weaves present an entanglement risk. ○ Toxic materials and garbage shall be removed from the work site and safely stored or disposed of at the end of each work day. • Invasive Weeds. To reduce the spread of invasive plant species, landscape plants shall not be on the most recent version of the California Invasive Plant Council's Invasive Plant Inventory (https://www.cal-ipc.org/plants/inventory). • Night Work. All construction activities shall be conducted during the daytime, and lights shall not be kept on overnight in the construction area, as practicable. If night lighting is required during construction activities, all exterior lighting along undeveloped land shall be fully shielded and directed 			

Mitigation Measure	Responsible Party	Approving Agency	Time Frame of Mitigation
<p>downward in a manner that will prevent light spillage or glare into the adjacent open space.</p>			
<p>MM-BIO-3: Long-Term Indirect Impacts to Special-Status Species, Sensitive Vegetation Communities, and Jurisdictional Aquatic Resources. Prior to the issuance of a notice to proceed to the Contractor and prior to the commencement of any construction, construction plans shall include the following to address potential indirect impacts to special-status species occurring within all suitable habitat associated with Woodglen Vista Creek (i.e., within 500 feet of the Project site):</p> <ul style="list-style-type: none"> • Runoff. Future development within 500 feet of suitable habitat for special-status species shall incorporate measures, including measures required through the National Pollutant Discharge Elimination System, to ensure that the quantity and quality of runoff discharged is not altered in an adverse way when compared with existing conditions. In particular, measures shall be put in place to avoid discharge of untreated surface runoff from developed and paved areas into open space or suitable habitat for special-status species. Stormwater systems shall be designed to prevent the release of toxins, chemicals, petroleum products, exotic plant materials, or other elements that might degrade or harm biological resources or ecosystem processes. This can be accomplished using a variety of methods, including natural detention basins, grass swales, or mechanical trapping devices. Regular maintenance shall occur to ensure effective operation of runoff control systems. • Lighting. Project lighting would be designed consistent with the requirements of Section 13.30.030(B) of the Santee Municipal Code. Night lighting shall be directed away from open space and/or suitable habitat for special-status species to protect species from direct night lighting. Shielding shall be incorporated in Project designs to ensure that ambient lighting is not increased. • Invasive Species. Landscape Plans shall incorporate native species that occur in the region. Invasive, non-native plant species listed on the most recent California Invasive Plant 	<p>Construction Contractor</p>	<p>City of Santee Engineering and Planning & Building Departments; Approved Qualified Biologist</p>	<p>Prior to issuance of a notice to proceed to the Contractor.</p> <p>Prior to grading/construction.</p>

Mitigation Measure	Responsible Party	Approving Agency	Time Frame of Mitigation
<p>Council's Invasive Plant Inventory (https://www.cal-ipc.org/plants/inventory/) with a rating of moderate or high shall not be included in landscaping.</p> <ul style="list-style-type: none"> Barriers. The proposed Project shall incorporate barriers, where appropriate, to minimize unauthorized public access, domestic animal predation, illegal trespass, or dumping in open space and/or suitable habitat for special-status wildlife (e.g., Woodglen Vista Creek). Such barriers may include native landscaping, rocks/boulders, fencing, walls, signage, and/or other appropriate mechanisms. 			
<p>MM-BIO-4: Tree Replacement, Encroachment, and Preservation. Prior to the issuance of a notice to proceed to the Contractor and prior to the commencement of any construction, construction plans and the Project's Landscape Plan shall include the following to address tree removal, encroachment into protected zone, and retained trees:</p> <ul style="list-style-type: none"> Replacement. The proposed site plan would require removal of City of Santee-owned trees. Tree replacement shall occur at a 1:1 mitigation ratio with 15-gallon trees and be included in the Project's Landscape Plan, which shall also include recommendations for long-term maintenance and care for regulated trees that will be retained on site. Encroachment into Protected Zone and Retained Trees. Additionally, tree protection measures shall be provided in the Project's Landscape Plan and designed to mitigate impacts from construction encroachment into the protected zone of any preserved and/or encroached upon City of Santee-owned trees. These tree protection measures shall be consistent with best management practices for tree protection on construction sites and would help minimize impacts to any preserved and/or encroached City of Santee-owned trees. These measures shall be implemented prior to, during, and following construction. This includes measures such as exclusion fencing and worker training to avoid direct impacts to trees, and measures such as irrigation and monthly inspections by a Certified Arborist to promote the long-term health of retained trees. 	Construction Contractor; Landscape Architect	City of Santee Engineering and Planning & Building Departments; Approved Qualified Biologist	Prior to issuance of a notice to proceed to the Contractor. Prior to grading/construction. Tree protection prior to, during and following construction.

Mitigation Measure	Responsible Party	Approving Agency	Time Frame of Mitigation
Section 3.5, Cultural Resources			
<p>MM-CUL-1: Unanticipated Discovery of Archaeological Resources. If potential archaeological resources are uncovered during grading, the Applicant shall be required to halt all construction work occurring within 100 feet of the find until a qualified archaeologist meeting the Secretary of the Interior's Professional Qualification Standards can evaluate the material to determine whether it is a "unique cultural resource" as defined in Section 21083.2 (g) of the CEQA Statutes. If the new discovery is evaluated and found to be significant under CEQA and avoidance is not feasible, additional work such as data recovery may be warranted. A data recovery plan shall be developed by the qualified archaeologist in consultation with the City and Native American representatives, if applicable. Ground disturbance can continue only after the resources has been properly mitigated and with approval by the City.</p>	<p>Applicant (City of Santee); Qualified Archaeologist who meets or exceeds the Secretary of the Interior's Professional Qualifications Standards for archaeology; City Engineering and Planning & Building Departments; Native American Monitor of Kumeyaay descent</p>	<p>City of Santee Engineering and Planning & Building Departments</p>	<p>During grading and for the duration of the proposed project or until the Qualified Archaeologist determines monitoring is no longer necessary.</p>
<p>MM-CUL-2: Archaeological Monitoring. The qualified archaeologist, or an archaeological monitor (working under the direct supervision of the qualified archaeologist), shall observe all initial ground-disturbing activities, including but not limited to brush clearance, vegetation removal, grubbing, grading, and excavation. The qualified archaeologist, in coordination with the applicant and the City, may reduce or discontinue monitoring if it is determined by the qualified archaeologist that the possibility of encountering buried archaeological deposits is low based on observations of soil stratigraphy or other factors. Archaeological monitoring shall be conducted by an archaeologist familiar with the types of archaeological resources that could be encountered within the project site. The archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of a discovery until the qualified archaeologist has evaluated the discovery and determined appropriate treatment (as prescribed below). The archaeological monitor shall keep daily logs detailing the types of activities and soils observed, and any discoveries. After monitoring has been completed, the qualified archaeologist shall prepare a monitoring report that details the results of monitoring. The report shall be submitted to the City and any Native American groups who request a copy. A copy of the final report shall be filed at the South Coastal Information Center (SCIC).</p>	<p>Applicant (City of Santee); Qualified Archaeologist or Archaeological Monitor working under the direct supervision of the qualified archaeologist familiar with types of archaeological resources that could be encountered within the project site; Native American Monitor of Kumeyaay descent</p>	<p>City of Santee Engineering and Planning & Building Departments</p>	<p>During all initial ground-disturbing activities and for the duration of the proposed project or until the Qualified Archaeologist determines monitoring is no longer necessary.</p> <p>Post monitoring.</p>

Mitigation Measure	Responsible Party	Approving Agency	Time Frame of Mitigation
<p>A Native American Monitor of Kumeyaay descent shall be present for any pre-construction meeting and for all ground disturbing activities associated with the project. Should any cultural or tribal cultural resources be discovered, no further grading shall occur in the area of the discovery until the City Planner, or designee, with concurrence from the Native American Monitor, are satisfied that treatment of the resource has occurred. In the event that a unique archaeological resource or tribal cultural resource is discovered, and in accordance with Public Resources Code Section 21083.2(b)(1), (2), and (4), the resource shall be moved and buried in an open space area of the Project site, such as slope areas, which will not be subject to further grading activity, erosion, flooding, or any other ground disturbance that has the potential to expose the resource. The on-site area to which the resource is moved shall be protected in perpetuity as permanent open space. No identification of the resource shall be made on-site; however, the Applicant shall plot the new location of the resource on a map showing latitudinal and longitudinal coordinates and provide that map to the Native American Heritage Commission (NAHC) for inclusion in the Sacred Lands File (SLF). Disposition of the resources shall be at the discretion of the City of Santee, but in accordance with the foregoing.</p> <p>In the event of the unanticipated discovery of archaeological materials, all work shall immediately cease in the area (within 100 feet) of the discovery until it can be evaluated by the qualified archaeologist in consultation with the Native American monitor. Construction shall not resume until the qualified archaeologist has conferred with the applicant and the City on the significance of the resource.</p> <p>If it is determined that the discovered archaeological resource constitutes a historical resource or a unique archaeological resource under CEQA, avoidance and preservation in place is the preferred manner of mitigation. Preservation in place may be accomplished by, but is not limited to, avoidance, incorporating the resource into open space, capping, or deeding the site into a permanent conservation easement. In the event that preservation in place is demonstrated to be infeasible and data recovery through</p>			

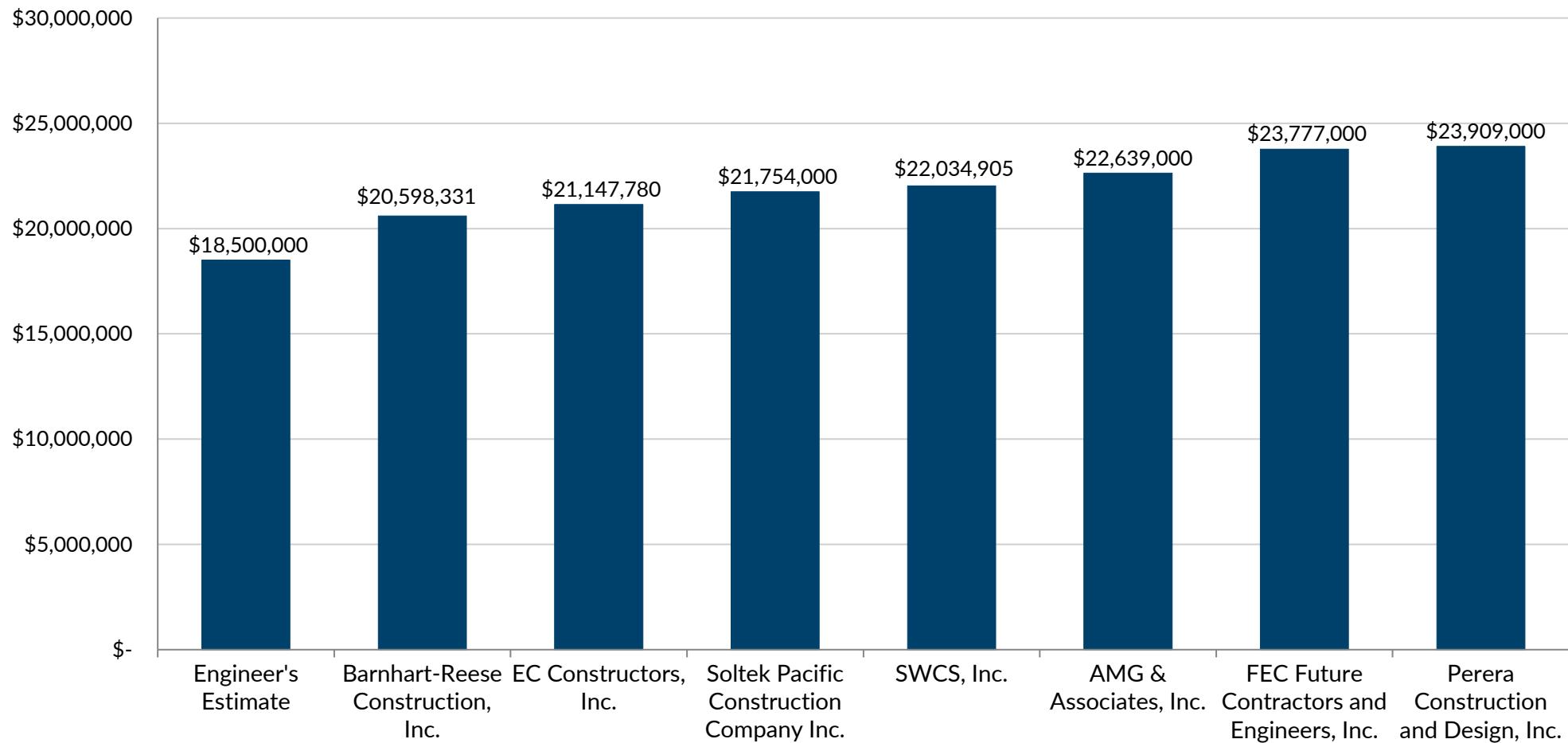
Mitigation Measure	Responsible Party	Approving Agency	Time Frame of Mitigation
<p>excavation is the only feasible mitigation available, a Cultural Resources Treatment Plan shall be prepared and implemented by the qualified archaeologist in consultation with the applicant and the City that provides for the adequate recovery of the scientifically consequential information contained in the archaeological resource. The qualified archaeologist and the City shall consult with appropriate Native American representatives in determining treatment for prehistoric or Native American resources to ensure cultural values ascribed to the resources, beyond those which are scientifically important, are considered.</p> <p>If human remains are encountered, all work shall halt in the vicinity (within 100 feet) of the discovery and the San Diego County Coroner will be contacted in accordance with PRC Section 5097.98 and Health and Safety Code Section 7050.5. The applicant and the City will also be notified. If the County Coroner determines that the remains are Native American, the NAHC will be notified in accordance with Health and Safety Code Section 7050.5, subdivision (c), and PRC Section 5097.98 (as amended by AB 2641). The NAHC will designate a Most Likely Descendant (MLD) for the remains per PRC Section 5097.98. The MLD shall complete the inspection of the site within 48 hours of being granted access and shall provide recommendations for the treatment of the remains. Until the landowner has conferred with the MLD, the applicant will ensure that the immediate vicinity where the discovery occurred is not disturbed by further activity, is adequately protected according to generally accepted cultural or archaeological standards or practices.</p>			
Section 3.7, Geology and Soils			
<p>MM-GEO-1: Geotechnical/Geological Engineering</p> <p>Recommendations. Prior to any ground- disturbing construction activities, the project applicant shall incorporate the recommendations of the geotechnical/geological engineering studies prepared by Group Delta Consultants Inc. (March 18, 2022) into project plans related to the proposed project. The project's building plans shall demonstrate that they incorporate all applicable recommendations of the design-level geotechnical study and comply with all applicable requirements of the latest adopted version of the California Building Code. A licensed professional</p>	<p>Applicant (City of Santee); Construction Contractor; licensed geotechnical engineer or certified engineering geologist</p>	<p>City of Santee Engineering and Planning & Building Departments</p>	<p>Prior to any ground-disturbing construction activities.</p> <p>Onsite supervision during grading/construction.</p>

Mitigation Measure	Responsible Party	Approving Agency	Time Frame of Mitigation
<p>engineer shall prepare the plans, including those that pertain to soil engineering, structural foundations, pipeline excavation, and installation. All on-site soil engineering activities shall be conducted under the supervision of a licensed geotechnical engineer or certified engineering geologist.</p>			
<p>MM-GEO-2: Inadvertent Discovery. Prior to ground-disturbing activities, the qualified paleontologist shall conduct a WEAT (worker environmental awareness training) for the construction crew members informing them of the potential to inadvertently encounter paleontological resources and the proper procedures to be enacted in the event of an inadvertent discovery. A qualified project paleontologist is a person with a doctorate or master's degree in paleontology or related field and who has knowledge of the County of San Diego paleontology and documented experience in professional paleontological procedures and techniques. The applicant shall ensure that construction personnel attend the training and sign an attendance acknowledgement form. The applicant shall retain documentation demonstrating attendance. The qualified paleontologist shall observe all initial ground disturbing activities including grading and excavation. The qualified paleontologist, in coordination with the applicant and the City, may reduce or discontinue monitoring if it is determined by the qualified paleontologist that the possibility of encountering buried paleontological resources is low based on observations of soil stratigraphy or other factors. In the unlikely event that paleontological resources (i.e., fossils) are exposed during construction activities, all construction work occurring within 50 feet of the find shall immediately stop and the lead agency representative contacted. The qualified vertebrate paleontologist meeting the Society of Vertebrate Paleontology standards, shall be assigned to review the unanticipated find to determine the significance. If the discovery proves potentially significant under CEQA as determined by the qualified vertebrate paleontologist, and the area cannot be feasibly avoided, additional work, such as preparation of a Paleontological Resources Impact Mitigation Program and paleontological monitoring shall be warranted.</p>	<p>Applicant (City of Santee); Qualified Project Paleontologist; Qualified Vertebrate Paleontologist meeting the Society of Vertebrate Paleontology standards</p>	<p>City of Santee Engineering and Planning & Building Departments</p>	<p>Prior to ground-disturbing activities.</p> <p>During all initial ground-disturbing activities including grading and excavation.</p>

Mitigation Measure	Responsible Party	Approving Agency	Time Frame of Mitigation
Section 3.13, Noise			
<p>MM NOI-1 : Temporary Construction Noise Reduction. The Applicant, or its designee, shall implement one or more of the following measures, as necessary, in order to achieve on- site noise control and sound abatement that, in the aggregate, would result in a minimum construction noise reduction of approximately 16 decibels (dB) at the Woodglen Vista Creek protected open space area immediately south and east of the project:</p> <ul style="list-style-type: none"> • Install noise abatement on the site boundary fencing (or within, as practical and appropriate) in the form of sound blankets or comparable temporary solid barriers of at least 12 feet tall to occlude construction noise emission between the site (or specific equipment operation as the situation may define) and the noise-sensitive receptor(s) of concern (i.e., the Woodglen Vista Creek protected open space area). <ul style="list-style-type: none"> ○ By way of example, suspended sound blankets, field-erected plywood sheeting, or comparable temporary solid (or flexible but sufficiently massive) barriers (of minimum sound transmission class [STC] rating of 25, which per California Department of Transportation guidance indicates would permit up to 16 dB of expected barrier insertion loss) would occlude construction noise emission between the site (or specific equipment operation as the situation may define) and the noise-sensitive receptor(s) of concern. ○ Temporary barriers shall adhere to a minimum height standard of 12 feet to serve as an effective deterrent against noise pollution and shielding for adjoining off-site receptors. ○ To determine the extent/length of these temporary noise barrier(s) required for each phase of construction, see Figure 11. Appendix H includes a worksheet illustrating the predicted noise exposure levels at a nearest receptor (i.e., Woodglen Vista Creek protected open space area) as close as 15 feet to the exterior of 	<p>Applicant (City of Santee) or designee</p>	<p>City of Santee Engineering and Planning & Building Departments</p>	<p>During grading/construction.</p>

Mitigation Measure	Responsible Party	Approving Agency	Time Frame of Mitigation
<p>the temporary barrier, with the listed onsite noise-producing construction equipment as close as 10 feet to the interior of the barrier. Equipment operating further away would have quieter acoustic contribution due to the increased distance, and equipment operating closer to the barrier would improve the barrier's insertion loss performance (due to greater path length difference) and thus yield lower noise exposure levels at the offsite receptor. Similarly, should the offsite receptor be more distant from the temporary barrier than 25 feet, the added overall distance to the onsite operating equipment will—due to principles of geometric divergence—attenuate the sound path and yield less noise exposure at the receptor. Such a wall should be located on the project boundary (focusing on the southern and eastern boundary), as shown in Figure 11, to reduce construction noise exposure.</p> <ul style="list-style-type: none"> • Administrative controls (e.g., reduce operating time of equipment and/or prohibit usage of equipment type[s] within certain distances to a nearest receiving occupied off-site property). • Engineering controls (change equipment operating parameters [e.g., speed, capacity], or install features or elements that otherwise reduce equipment noise emission [e.g., upgrade engine exhaust mufflers]). 			

SANTEE COMMUNITY CENTER CIP 2018-31



Due to file size, the Final Mitigated Negative Declaration attachment is available via the link below:

<https://www.cityofsanteeca.gov/departments/city-clerk/document-central/city-clerk/council-agendas/2025/12-10-2025-item-18-final-mnd.pdf>

MEETING DATE December 10, 2025

ITEM TITLE SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE AMENDING TITLE 11 "BUILDING AND CONSTRUCTION" OF THE SANTEE MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODE, INCLUDING THE 2025 CALIFORNIA ADMINISTRATIVE CODE, THE 2025 CALIFORNIA BUILDING CODE, THE 2025 CALIFORNIA RESIDENTIAL CODE, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA ENERGY CODE, THE 2025 CALIFORNIA HISTORICAL BUILDING CODE, THE 2025 CALIFORNIA EXISTING BUILDING CODE, THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2025 WILDLAND-URBAN INTERFACE CODE, THE 2025 CALIFORNIA FIRE CODE, AND THE CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH MODIFICATIONS, ADDITIONS, AND DELETIONS THERETO, AND TO AMEND CHAPTER 11.36 "FLOOD DAMAGE PREVENTION" TO MEET STATE AND FEDERAL REQUIREMENTS (CASE FILE ZOA-2025-0004) AND FINDING THE ACTION TO BE EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (ZOA-2025-0004)

DIRECTOR/DEPARTMENT Sandi Sawa, AICP, Planning & Building Department **SUMMARY**

At the November 12, 2025, City Council meeting, the Council introduced and approved the first reading of an ordinance amending the Santee Municipal Code (SMC) to update local Building and Fire Code provisions consistent with the 2025 California Building Standards Code, effective January 1, 2026, and to amend Chapter 11.36, Flood Damage Prevention, to maintain compliance with Federal Emergency Management Agency's (FEMA) model ordinance language and ensure continued participation in the National Flood Insurance Program (NFIP). The proposed updates are necessary to ensure the City's construction and safety standards remain current, enforceable, and consistent with state and federal law. The Building Official, Fire Marshal, and City Engineer have reviewed the proposed changes for accuracy and compatibility with existing City procedures.

ENVIRONMENTAL REVIEW

This Agenda Item is either not governed by or is exempt from the California Environmental Quality Act (CEQA). The adoption of an ordinance amending various municipal code provisions is "an organizational or administrative activity of governments that will not result in direct or indirect physical changes in the environment" and, therefore, does not qualify as a "project" governed CEQA (see 14 CCR § 15378 (b)(5)). In addition, "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." (see 14 CCR 15061(b)(3)). Under either interpretation, CEQA does not apply here.





CITY OF SANTEE

COUNCIL AGENDA STATEMENT

FINANCIAL STATEMENT

EB for HJ

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

CITY ATTORNEY REVIEW

N/A • Completed

RECOMMENDATIONS *WKR*

1. Conduct the Second Reading of the Ordinance; and
2. Adopt the Ordinance.

ATTACHMENTS

Ordinance Amending Title 11



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, AMENDING TITLE 11 “BUILDING AND CONSTRUCTION” OF THE SANTEE MUNICIPAL CODE, TO ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODE, INCLUDING THE 2025 CALIFORNIA ADMINISTRATIVE CODE, THE 2025 CALIFORNIA BUILDING CODE, THE 2025 CALIFORNIA RESIDENTIAL CODE, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA ENERGY CODE, THE 2025 CALIFORNIA HISTORICAL BUILDING CODE, THE 2025 CALIFORNIA EXISTING BUILDING CODE, THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2025 WILDLAND-URBAN INTERFACE CODE, THE 2025 CALIFORNIA FIRE CODE, AND THE 2025 CALIFORNIA REFERENCED STANDARDS CODE, INCLUDING THE APPENDICES IDENTIFIED HEREIN; TOGETHER WITH MODIFICATIONS, ADDITIONS, AND DELETIONS THERETO; AND AMENDING CHAPTER 11.36 “FLOOD DAMAGE PREVENTION” TO MEET STATE AND FEDERAL REQUIREMENTS (CASE FILE ZOA-2025-0004); AND FINDING THE ACTION TO BE EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Santee, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, article XI, section 5 of the California Constitution and Government Code section 37100 authorize the legislative body of a city to pass ordinances not in conflict with the Constitution and laws of the State or the United States; and

WHEREAS, the California Building Standards Commission (“Commission”) adopts a comprehensive update to the California Building Standards Code every three years; and

WHEREAS, the Commission completed the adoption of the 2025 update to the California Building Standards Code (“2025 Code”) on January 30, 2025, with updates made available to the public by September 1, 2025, and an effective date of January 1, 2026; and

WHEREAS, if the City takes no action regarding the 2025 Code, (without appendices), it shall become effective in the City on January 1, 2026, pursuant to California Health and Safety Code Section 17958, and pursuant to the 2025 Code Part 2 (The “2025 California Building Code”), Chapter 1, Section 101.4; and

WHEREAS, Health and Safety Code sections 17922 and 17958 require cities to adopt building regulations that are substantially the same as those adopted by the California Building Standards Commission and contained in the California Building Standards Code; and

WHEREAS, Government Code section 50022.2 *et seq.* and Health and Safety Code section 17922 empower cities to adopt the California Building Standards Code by reference; and

WHEREAS, the City Council wishes to amend Santee Municipal Code Chapter 11.02 (the California Administrative Code), Chapter 11.08 (the California Electrical Code), Chapter 11.10 (the California Mechanical Code), Chapter 11.14 (the California Energy Code), Chapter 11.16 (the Historical Building Code), Chapter 11.20 (the California Existing Building

ORDINANCE NO. _____

Code), Chapter 11.22 (the California Green Building Standards Code), and Chapter 11.26 (the Referenced Standards Code) to adopt by reference and without modification the corresponding provisions of Title 24 found at Parts 1, 3, 4, 6, 8, 10, 11, and 12; and

WHEREAS, the City is authorized to adopt amendments to the 2025 Code in order to incorporate appendices, address unique administrative requirements of the City, and to modify building standards to the extent modifications are reasonably necessary because of local climatic, topographical, or geological conditions pursuant to California Health and Safety Code sections 17958.7 and 18941.5, and California Government Code section 50022.2; and

WHEREAS, notwithstanding the above, California Health and Safety Code section 17958.5(c) prohibits cities and counties from making any change or modification to the building standards in the California Building Standards Code that would affect residential units, unless a specified exception applies; and

WHEREAS, the City has previously adopted local amendments to previous versions of the California Building Standards Code, and codified those local amendments at Santee Municipal Code Title 11, and no new changes that would affect residential units are now proposed; and

WHEREAS, as stated in Section 2 below and consistent with the City of Santee Ordinance 605 adopting the 2022 California Building Standards Code, the City Council expressly finds that local climatic, geographic, and topographic conditions exist in the City that create an extreme wildfire risk, as further evidenced by the identification by California Department of Forestry and Fire Protection of certain portions of the City to be Very High and High Fire Hazard Severity Zones, and necessitate greater fire protection than that provided by various provisions of the 2025 California Building Standards Code; and

WHEREAS, in consideration of these findings, the City Council wishes to amend Santee Municipal Code Chapter 11.04 (the California Building Code), Chapter 11.06 (the California Residential Code), and Chapter 11.12 (the California Plumbing Code), to adopt Title 24, Parts 2, 2.5, 5, and 9 by reference subject to the same deletions, revisions, and additions first adopted by Ordinance 605 in 2022; and

WHEREAS, the State of California has consolidated wildfire safety standards formerly spread across Chapter 7A of the California Building Code and Chapter 49 of the Fire Code into a new, stand-alone Part 7 of the 2025 Building Standards Code known as the Wildland-Urban Interface (“WUI”) Code, effective January 1, 2026, that local governments must adopt by reference and to which they may adopt stricter amendments where local conditions warrant; and

WHEREAS, the City Council wishes to amend the Santee Municipal Code to adopt the WUI Code by reference subject to the revisions and additions necessitated by the local climatic, topographic, and geographic conditions found to exist in the City as reflected in new Chapter 11.17 to be known as the California Wildland-Urban Interface Code; and

WHEREAS, the addition of Chapter 11.17 allows the City to repeal certain provisions of the California Fire Code included in Santee Municipal Code Chapter 11.18 that will now move to Chapter 11.17; and

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WHEREAS, the Federal Emergency Management Agency (FEMA) administers the National Flood Insurance Program (NFIP), which requires participating jurisdictions to maintain local floodplain management regulations consistent with the minimum standards set forth in Title 44 of the Code of Federal Regulations (CFR) Sections 59 and 60, and the City of Santee finds it necessary to amend Chapter 11.36 (Flood Damage Prevention) of the Santee Municipal Code to incorporate updated FEMA model ordinance language and ensure continued compliance and eligibility under the NFIP; and

WHEREAS, a clean version of the proposed revisions to the Santee Municipal Code is attached as Exhibit A and incorporated herein for all purposes, and a version of the proposed revisions illustrating the changes through strikeouts for deletions and underscoring for additions is attached as Exhibit B for reference; and

WHEREAS, the proposed amendments to the Santee Municipal Code do not affect Gillespie Field Airport operations or result in land use incompatibilities with the Gillespie Field Airport Land Use Plan and, therefore, have been determined to be exempt from review by the San Diego Regional Airport Authority; and

WHEREAS, the proposed amendments to the Santee Municipal Code do not qualify as a project governed by California Environmental Quality Act ("CEQA") as defined by the CEQA Guidelines, California Code of Regulations Title 14, Section 15378, and is not subject to environmental review under CEQA because the amendments will not result in a direct or reasonably foreseeable indirect physical change in the environment; and

WHEREAS, copies of the 2025 California Building Standards Code have been and continue to be on file with the City Clerk and are open to public inspection; and

WHEREAS, on November 12, 2025, the City Council of the City of Santee held a duly advertised public meeting to introduce the Ordinance by title only and to set the public hearing on this proposed Ordinance for December 10, 2025; and

WHEREAS, the City published notice of the public hearing pursuant to California Government Code sections 50022.3 and 6066 on November 28, 2025, and December 5, 2025; and

WHEREAS, the City Council held a public hearing on December 12, 2025, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2025 California Building Standards Code, as amended herein; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

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

SECTION 1: The recitals set forth above are correct and true and are incorporated herein for all purposes.

SECTION 2: As required by Health and Safety Code Section 17958, the City Council hereby finds and determines that the following local climatic, topographic, and geologic conditions exist in the City of Santee and necessitates the adoption of more restrictive

ORDINANCE NO. _____

standards than the 2025 California Building Standards Code as specified in Section 4 below:

A. Climatic Conditions

1. The City of Santee is characterized by a semi-arid Mediterranean climate with extended periods of high temperatures and minimal precipitation. Prevailing winds from the west are periodically replaced by strong, dry east winds—commonly known as Santa Ana winds—that vary in duration and intensity. These winds can reach speeds exceeding 45 miles per hour, significantly increasing the potential for rapid fire spread and unpredictable changes in fire direction. Frequent droughts, low humidity, and heat ranging between 75°F and 100°F cause severe drying of vegetation and building materials, heightening the overall fire hazard.
2. The region alternates between extended droughts and short periods of heavy rainfall, occasionally resulting in localized flooding. Flood conditions may hinder Fire Department access and delay emergency response times, as well as disrupt utility service to buildings and critical infrastructure within the City and the wider San Diego County area.
3. The combination of dry conditions, wind, and vegetation contributes to the rapid spread of fire and creates a sustained need for enhanced fire protection measures. The installation of automatic fire sprinkler systems and similar fire protection features provides immediate suppression capability, protecting occupants and containing fire spread to the area of origin. These systems also reduce overall water use during firefighting operations by an estimated 50–75%.
4. Water supply for firefighting is limited, requiring fire apparatus to travel considerable distances to refill after their initial supply has been depleted. This delay underscores the need for on-site fire suppression systems in new and existing structures.

B. Topographical Conditions

1. Santee's terrain is hilly and largely inland, with approximately 50% of its area classified as wildland. The hillsides are often steep, inaccessible, and covered with highly combustible native vegetation, including grasses, brush, and chaparral. Natural firebreaks are minimal, and slopes exceeding 15% are common throughout the city's foothill regions. Several existing and planned developments are located in or adjacent to these areas, increasing exposure to wildfire hazards.
2. The topography delays emergency response and makes automatic on-site fire-extinguishing systems, along with other measures such as Class B roofing materials, necessary to protect life and property in hillside developments.
3. Continued regional population and traffic growth are creating additional man-made “topographic” barriers. Three major highways—State Routes 67, 125, and 52—traverse the City and carry significant volumes of hazardous materials

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daily, posing risks of accidental releases. The San Diego Trolley line, which terminates in Santee, frequently interferes with emergency vehicle movement. Both factors increase response times and may restrict access to affected areas during emergencies.

4. Wildland fires can spread rapidly through steep, fuel-heavy terrain, significantly affecting containment efforts and response times.
5. Narrow, winding rural roads—often with steep grades—further slow large fire apparatus access. Combined with the distance between the City's two fire stations, these conditions may extend response times to outlying areas.

C. Geological Conditions

1. The City is located near three major active earthquake faults: the Elsinore Fault (approximately 20 miles northeast), the Rose Canyon Fault (extending south from La Jolla through San Diego), and the Coronado Banks Fault (offshore along the Southern California coast). Each is capable of producing earthquakes with magnitudes up to 7.0, posing a significant seismic hazard and potential for widespread damage necessitating major emergency response operations.
2. Portions of Santee along the San Diego River contain soft soil deposits identified by the National Earthquake Hazards Reduction Program (NEHRP) as susceptible to liquefaction during seismic events.

This same low-lying river corridor is located within a High-Risk Dam Inundation Zone, vulnerable to severe flooding in the event of a dam failure at either the San Vicente or El Capitan Reservoirs. Such flooding could isolate the City from north-south access routes and cause extensive damage. Earthquake-related secondary hazards may include water main failures, gas line ruptures, structure fires, hazardous material leaks, and mass-casualty incidents requiring extensive rescue and medical efforts.

The findings above are applicable to amendments to the 2025 California Building Code, California Residential Code, California Plumbing Code, California Wildland-Urban Interface Code, and California Fire Code, as detailed in the following tables:

Code Section	Section Amended	Section Added	California Building Code Local Amendments (Chapter 11.04)	Findings	Same as 2022
104.7.6		X	Permit History Survey		Y
105.2	X		Work Exempt from Permit		Y
105.3.1.1		X	Construction Permit Requirement		Y
109.1		X	Fees		Y

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109.2		X	General		Y
109.3		X	Permit Fees		Y
109.4		X	Plan Review Fees		Y
109.5		X	Expiration of Plan Review		Y
109.6		X	Investigation Fees: Work without a Permit		Y
109.6.1		X	Investigation		Y
109.6.2		X	Fee		Y
109.7		X	Fee Refunds		Y
109.8		X	Permit History Survey Fee		Y
109.9		X	Demolition Permit Fee		Y
109.10		X	Fee Exceptions		Y
113.1	X		General		Y
114.4	X		Violation Penalties		Y
114.5		X	Public Nuisance		Y
1505.1		X	Scope		Y
T1505.1	X		Minimum Roof Assembly Classification for Types of Construction		Y

Code Section	Section Amended	Section Added	California Plumbing Code Local Amendments (Chapter 11.12)	Findings	Same as 2022
104.1.1		X	Solar Water Heaters Pre-Plumbing and Storage Tank Space Requirement		Y
104.1.2		X	Swimming Pool Heaters		Y

Code Section	Section Amended	Section Added	California Wildland-Urban Interface Code Local Amendments (Chapter 11.17)	Findings	Same as 2022
101.1	X		Title	A, B, & C	

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103.1	X		Creation of Agency	A, B, & C	
109.3.7	X		Violation Penalties	A, B, & C	
403.3	X		Wildland Access	A, B, & C	Y
404.4	X		Hydrants	A, B, & C	Y
404.5	X		Adequate Water Supply	A, B, & C	Y
504.12		X	Fencing	A, B, & C	Y
603.3.1	X		Contents	A, B, & C	Y
603.3.2		X	Landscaping Installation	A, B, & C	
603.4.1	X		Shrubs	A, B, & C	
603.4.2	X		Trees	A, B, & C	
603.5		X	Fuel Modification	A, B, & C	
603.5.1		X	Setbacks from Adjacent Protected Areas	A, B, & C	Y
603.5.2		X	Fuel Modification Zones and Structures	A, B, & C	
603.5.3		X	Fuel Modification for Roadways	A, B, & C	Y
603.5.4		X	Community Fuel Modification	A, B, & C	
603.5.5		X	Land Ownership	A, B, & C	
603.5.6		X	Maintenance of Fuel Modification	A, B, & C	
603.5.6.1		X	Tree Maintenance	A, B, & C	
T603.5.6.1		X	Distance Between Tree Canopies	A, B, & C	
603.5.7		X	Fuel Management Zones	A, B, & C	Y
603.5.7.1		X	Zone 0	A, B, & C	
603.5.7.2		X	Zone 1	A, B, & C	Y
603.5.7.3		X	Zone 2	A, B, & C	Y

Code Section	Section Amended	Section Added	California Fire Code Local Amendments (Chapter 11.18)	Findings	Same as 2022
101.1	X		Title	A, B, & C	Y
103.1	X		Creation of Agency	A, B, & C	Y

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307.4.3	X		Portable Outdoor Fireplaces	A, B, & C	Y
307.4.4		X	“Red-Flag” and Other High Fire Risk Conditions	A, B, & C	Y
503.2.1	X		Dimensions (Fire Apparatus Access Roads)	A, B, & C	Y
503.2.3	X		Surface	A, B, & C	Y
503.3.1		X	Street Parking Prohibited	A, B, & C	Y
503.7		X	Gates Across Fire Apparatus Roads	A, B, & C	Y
503.8		X	Automatic Gates	A, B, & C	Y
505.3		X	Map/Directory	A, B, & C	Y
903.2	X	X	Where Required	A, B, & C	Y
903.3.5	X		Water Supplies	A, B, & C	Y
905.3(a)	X		Required Installations	A, B, & C	Y
2306.2.3	X		Above-Ground Tanks Located Outside, Above Grade	A, B, & C	Y
5607.16		X	Scope	A, B, & C	Y
5607.17		X	Grading Permit Required	A, B, & C	Y
5607.18		X	Definitions	A, B, & C	Y
5607.19		X	Permit to Blast	A, B, & C	Y
5607.20		X	Prerequisites	A, B, & C	Y
5607.21		X	Explosives Permit	A, B, & C	Y
5607.22		X	Santee Business License	A, B, & C	Y
5607.23		X	Liability Insurance	A, B, & C	Y
5607.24		X	Blaster's Qualifications	A, B, & C	Y
5607.25		X	Permit to Blast - Repository and Renewal	A, B, & C	Y
5607.26		X	Permit to Blast Filing	A, B, & C	Y
5607.27		X	Permit to Blast Cancellation	A, B, & C	Y
5607.28		X	Permit to Blast - Renewal	A, B, & C	Y
5607.29		X	Blasting Operation Procedures	A, B, & C	Y

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5607.30		X	Notification of Blasting Procedures	A, B, & C	Y
5607.31		X	Inspections	A, B, & C	Y
5607.32		X	Inspection Report	A, B, & C	Y
5607.33		X	Inspection Waiver Report	A, B, & C	Y
5607.34		X	Blasting Hours	A, B, & C	Y
5607.35		X	Fire Department Inspections	A, B, & C	Y
5607.36		X	Fire Department Witness of Blasting	A, B, & C	Y
5607.37		X	Blast Notification to Fire Department	A, B, & C	Y
5607.38		X	Seismograph Monitoring	A, B, & C	Y
5607.39		X	Confiscation	A, B, & C	Y
5609.40		X	Complaints Regarding Blasting Operations	A, B, & C	Y
5607.41		X	Fee For Permit to Blast	A, B, & C	Y
5607.42		X	Fire Department Conditions	A, B, & C	Y

SECTION 3: The foregoing findings necessitate the adoption of more stringent standards than those provided in Title 24.

SECTION 4: The Santee Municipal Code is amended as follows:

- A. Chapters 11.02, 11.04, 11.06, 11.08, 11.10, 11.12, 11.14, 11.16, 11.18, 11.20, 11.22, and 11.26 of the Santee Municipal Code adopted in 2022 by Ordinance 605 are repealed; and
- B. New Chapters 11.02, 11.04, 11.06, 11.08, 11.10, 11.12, 11.14, 11.16, 11.17, 11.18, 11.20, 11.22, and 11.26, are adopted as provided in Exhibit A, attached hereto and incorporated herein by this reference.
- C. Chapter 11.36 is amended as provided in Exhibit A.

SECTION 5: The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

ORDINANCE NO. _____

SECTION 6: If any provision or clause of this Ordinance or the application thereof is held unconstitutional or otherwise invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, clauses, or applications of this Ordinance which can be implemented without the invalid provision, clause, or application, it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, adopted and/ or ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, and/or phrases may be declared invalid or unconstitutional.

SECTION 7: The 2025 California Building Standards Code becomes effective January 1, 2026. Amendments made by this Ordinance to the provisions of Title 24 will become effective upon filing and acceptance by the California Building Standards Commission. Amendments to Chapter 11.36 will become effective 30 days from the date of adoption.

SECTION 8: The Custodian of Records for this Ordinance is City Clerk and the records comprising the administrative record for this Ordinance are located at 10601 Magnolia Avenue, Santee, California 92071.

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Santee, California on the 12th day of November 2025, and thereafter **ADOPTED** following a duly noticed Public Hearing at a Regular Meeting of the City Council held on this 10th day of December 2025, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK

Attachments:

- Title 11 Municipal Code Updates Clean Version
- Title 11 Municipal Code Updates Redline Version

Title 11
BUILDINGS AND CONSTRUCTION

Chapters:

- 11.01 Definitions**
- 11.02 California Administrative Code**
- 11.04 California Building Code**
- 11.06 California Residential Code**
- 11.08 California Electrical Code**
- 11.10 California Mechanical Code**
- 11.12 California Plumbing Code**
- 11.14 California Energy Code**
- 11.16 Historical Building Code**
- 11.17 California Wildland-Urban Interface**
- 11.18 California Fire Code**
- 11.20 California Existing Building Code**
- 11.22 California Green Building Standards Code**
- 11.24 Construction and Improvement Standards**
- 11.26 Referenced Standards Code**
- 11.28 Housing Regulations**
- 11.30 Abandoned Residential Property Registration**
- 11.32 Swimming Pools**
- 11.34 Moving and Temporary Storage of Buildings and Structures**
- 11.36 Flood Damage Prevention**
- 11.38 Drainage and Watercourses**
- 11.40 Excavation and Grading**
- 11.42 Improvements Reimbursement**
- 11.44 Uniform Code for the Abatement of Dangerous Buildings**
- 11.48 Historical Landmarks**
- 11.50 Electric Vehicle Charging Systems Expedited, Streamlined Permitting Process**

Chapter 11.02

CALIFORNIA ADMINISTRATIVE CODE

Section: 11.02.010 Adoption.

11.02.010 Adoption.

The California Administrative Code Chapter, 2025 edition, Chapter 11.02 is adopted by reference without change to the Buildings and Construction Code.

Chapter 11.04

CALIFORNIA BUILDING CODE

Sections:

- 11.04.010 Adoption of the 2025 California Building Code, Part 2, Title 24 of the California Code of Regulations.**
- 11.04.020 Findings.**
- 11.04.030 Deletions, revisions and additions to the 2025 California Building Code.**
- 11.04.040 Table 1505.1 amended.**
- 11.04.050 Appendices C, H and I adopted.**

11.04.010 Adoption of the 2025 California Building Code, Part 2, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Building Code for the purpose of prescribing regulations in the City of Santee for the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings and structures, the 2025 California Building Code, Part 2, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code, Section 18901 et seq. which is based on the International Building Code, 2024 Edition, including those Appendix Chapters shown as adopted by this Chapter. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings and structures within the City of Santee shall be in conformance with the 2025 California Building Code published by the California Building Standards Commission.

11.04.020 Findings.

The City of Santee has many large, brush-covered hillsides. The City is subject to frequent Santa Ana conditions consisting of dry gusting winds, which create extreme fire dangers. The City Council specifically finds that these geographic and topographic conditions necessitate greater fire protection than that provided by the 2025 California Building Code. Therefore, this chapter alters the 2025 California Building Code, to require more fire-retardant roof coverings

11.04.030 Deletions, revisions and additions to the 2025 California Building Code.

Deletions, revisions and additions to the 2025 California Building Code shall be as set forth in Section 11.04.040 and as follows:

A. Section 104.7.6 of the California Building Code is **added** to read as follows:

Section 104.7.6 Permit History Survey. Upon receipt of a written request from the owner of a parcel of property for a Permit History Survey, and the payment of the fee specified in a resolution duly adopted by the City Council, the Building Official may review city records and provide a report listing those building, plumbing, electrical and mechanical permits that have been issued for a specific parcel of property.

B. Section 105.2 of the California Building Code is **amended** to read as follows:

Section 105.2 Work Exempt from Permit is amended by adding the following subsections 14 through 19:

Subsections 1 through 13 remain unchanged.

14. Satellite dish antenna, other than roof-mounted, in Office, Commercial, and Industrial zoning districts
15. Renewal of roof coverings on any buildings.
16. Attached open residential patio covers structures up to 120 square feet in projected roof area. These structures must be attached to an R-3 occupancy.
17. Fences not over 8 feet high, where permitted to be installed by City Zoning Code in commercial and industrial zones.
18. Installation of metal storage containers for use as temporary storage structures. This exception does not apply to any structure used as defined under 'habitable space' in Section 202 of the California Building Code. This exemption is intended to be applied only to prefabricated shipping and cargo containers commonly used in the shipping and trucking industries.
19. Repairs which involve only the replacement of component parts of existing work with similar materials only for the purpose of maintenance and which do not aggregate over \$750.00 in valuation and do not affect any electrical or mechanical installations. Repairs exempt from permit requirements shall not include any addition, change or modification in construction, exit facilities or permanent fixtures or equipment. Specifically exempt from permit requirements without limit to valuation are:
 - a. Painting
 - b. Installation of floor covering
 - c. Cabinet work
 - d. Outside paving not involving restriping of disabled access parking stalls.

C. Section 105.3.1.1 of the California Building Code is **added** to read as follows:

Section 105.3.1.1 Construction Permit Requirement. Permits shall not be issued for construction on a site where the City engineer determines that a grading permit or public improvements are required until the City engineer or his/her representative notifies the Building Official in writing that grading or public improvements has been satisfactorily completed to allow building permits to be issued.

Permits shall not be issued if the City engineer determines that flooding or geologic conditions at the site may endanger the public safety or welfare.

D. Section 109 of the California Building Code shall be **deleted and replaced** with the following:

Section 109.1 Fees.

Section 109.2 General. Fees shall be assessed as set forth in a resolution duly adopted by the City Council.

Section 109.3 Permit Fees. The fee for each permit shall be as set forth in a resolution duly adopted by the City Council.

The determination of value or valuation under any of the provisions of these codes shall be made by the Building Official. The value to be used in computing building permit and building plan review fees shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. The permit fees for those projects subject to State Energy Code compliance and/or State disabled access regulation compliance shall be as set forth in a resolution duly adopted by the City Council.

Section 109.4 Plan Review Fees. When submittal documents are required by Section 107, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be set forth in a resolution duly adopted by the City Council. The plan review fee for electrical, mechanical, and plumbing work shall be set forth in a resolution duly adopted by the City Council. The plan review fees for State Energy Code compliance and/or State disabled access regulation compliance shall be as set forth in a resolution duly adopted by the City Council. The plan review fees specified in this section are separate fees from the permit fees specified in Section 109.3 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee shall be charged at the rate set forth in a resolution duly adopted by the City Council.

Section 109.5 Expiration of Plan Review. An application for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not to exceed 180 days on written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. An application shall not be extended more than once. An application shall not be extended if this code or any other pertinent laws or ordinances have been amended subsequent to the date of application. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan check fee.

Section 109.6 Investigation Fees: Work without a Permit.

Section 109.6.1 Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

Section 109.6.2 Fee. An investigation fee, in addition to the permit fee, shall be equal to the amount of the permit fee required by this code. The minimum fee shall be the same as the minimum permit fee set forth in a resolution duly adopted by the City Council. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code or the technical codes not from any penalty prescribed by law.

Section 109.7 Fee Refunds. The Building Official may authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid has been withdrawn or cancelled before any examination has been expended.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section 109.8 Permit History Survey Fee. The fee for conducting a permit history survey for an existing structure or facility shall be as set forth in a resolution duly adopted by the City Council.

Section 109.9 Demolition Permit Fee. The fee for a permit to demolish a building shall be as set forth in a resolution duly adopted by the City Council.

Section 109.10 Fee Exceptions. The government of the United States of America, the State of California, local school districts proposing work exempt from building permits, the County of San Diego, and the City shall not be required to pay for filing an application for a building permit pursuant to this code unless City plan review and inspection services are requested. If so requested, the fee schedules adopted in a resolution by the City Council shall apply.

E. Section 113.1 of the California Building Code is **amended** to read as follows:

Section 113.1 General. In order to hear and decide appeals or orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the technical codes, the City Council shall serve as the appeals board. The applicant may appeal the order, decision, or determination of the Building Official by filing with the City Clerk a written appeal within ten days after the date of the written decision.

F. Section 114.4 of the California Building Code shall be **amended** as follows to read:

Section 114.4 Violation Penalties. Any person, firm or corporation violating any provision of this code or the technical codes shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be

fined an amount not to exceed five hundred dollars, or imprisoned for a period of not more than six months in the county jail, or both fine and imprisonment.

G. Section 114.5 of the California Building Code shall be **added** as follows to read:

Section 114.5 Public Nuisance. Any building or structure erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted, or demolished, equipped, used, occupied, or maintained contrary to the provisions of this code shall be and the same is hereby declared to be unlawful and a public nuisance. The City Attorney shall, upon order of the City Council, commence necessary proceedings for the abatement, removal and/or enjoinder of any such public nuisance in the manner provided by law. Any failure, refusal or neglect to obtain a permit as required by Chapter One of this code shall be prima facie evidence of the fact that the public nuisance has been committed in connection with the erection, construction, enlargement, alteration, repair, movement, improvement, removal, conversion or demolition, equipment, use, occupation, or maintenance of a building or structure erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, used, occupied, or maintained contrary to the provisions of this code or the technical codes.

H. **Add** the following to the end of the first paragraph of Section 1505.1:

Section 1505.1 Scope. The installation of wood shingle or shake roofing material for reroofing or repair which exceeds 25 percent of the projected roof area within any 12-month period shall be as required for new roof installations or a minimum of Class B Rating.

11.04.040 Table 1505.1 amended.

Table 1505.1 of the 2025 California Building Code and the International Building Code, 2024 Edition, is **amended** to read as follows:

**TABLE 1505.1
MINIMUM ROOF ASSEMBLY CLASSIFICATION FOR TYPES OF CONSTRUCTION**

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

11.04.050 Appendices C, H and I adopted.

Appendix C, H and I are adopted.

Chapter 11.06

CALIFORNIA RESIDENTIAL CODE

Section:

11.06.010 Adoption of the 2025 California Residential Code, Part 2.5, Title 24 of the California Code of Regulations.

11.06.010 Adoption of the 2025 California Residential Code, Part 2.5, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Residential Code for the purpose of establishing provisions for the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above grade the 2025 California Residential Code based on the International Residential Code, 2024 Edition. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal or demolition of detached one- and two-family dwellings and townhouses not more than three stories above grade within the City of Santee, shall be in conformance with the 2025 California Residential Code, published by the California Building Standards Commission.

A. Section R104.7.6 of the California Residential Code is **added** to read as follows:

Section R104.7.6 Permit History Survey. Upon receipt of a written request from the owner of a parcel of property for a Permit History Survey, and the payment of the fee specified in a resolution duly adopted by the City Council, the Building Official may review City records and provide a report listing those building, plumbing, electrical and mechanical permits that have been issued for a specific parcel of property.

B. Section R105.2 of the California Residential Code is **amended** to read as follows:

Section R105.2 Work Exempt from Permit is amended by adding the following subsections 11 through 16:

Subsections 1 through 10 remain unchanged.

11. Satellite dish antenna, other than roof-mounted, in Office, Commercial, and Industrial zoning districts
12. Renewal of roof coverings on any buildings.
13. Attached open residential patio covers structures up to 120 square feet in projected roof area. These structures must be attached to an R-3 occupancy.
14. Fences not over 8 feet high, where permitted to be installed by City Zoning Code in commercial and industrial zones.
15. Installation of metal storage containers for use as temporary storage structures. This exception does not apply to any structure used as defined under 'habitable space' in Section R202 of the California Residential Code. This exemption is intended to be applied only to prefabricated shipping and cargo containers commonly used in the shipping and trucking industries.
16. Repairs which involve only the replacement of component parts of existing work with similar materials only for the purpose of maintenance and which do not aggregate over \$750.00 in valuation and do not affect any electrical or mechanical installations. Repairs exempt from permits requirements shall not include any addition, change or modification in construction, exit facilities or permanent fixtures or equipment. Specifically exempt from permit requirements without limit to valuation are:
 - a. Painting
 - b. Installation of floor covering

- c. Cabinet work
- d. Outside paving not involving restriping of disabled access parking stalls.

C. Section R105.3.1.2 of the California Residential Code is **added** to read as follows:

Section R105.3.1.2.1 Construction Permit Requirement. Permits shall not be issued for construction on a site where the City engineer determines that a grading permit or public improvements are required until the City engineer or his/her representative notifies the Building Official in writing that grading or public improvements has been satisfactorily completed to allow building permits to be issued. Permits shall not be issued if the City engineer determines that flooding or geologic conditions at the site may endanger the public safety or welfare.

D. Section R108 of the California Building Code shall be **deleted and replaced** with the following:

Section R108.1 Fees.

Section R108.2 General. Fees shall be assessed as set forth in a resolution duly adopted by the City Council.

Section R108.3 Permit Fees. The fee for each permit shall be as set forth in a resolution duly adopted by the City Council.

The determination of value or valuation under any of the provisions of these codes shall be made by the Building Official. The value to be used in computing building permit and building plan review fees shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. The permit fees for those projects subject to State Energy Code compliance and/or State disabled access regulation compliance shall be as set forth in a resolution duly adopted by the City Council.

Section R108.4 Plan Review Fees. When submittal documents are required by Section R106, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be set forth in a resolution duly adopted by the City Council. The plan review fee for electrical, mechanical, and plumbing work shall be set forth in a resolution duly adopted by the City Council. The plan review fees for State Energy Code compliance and/or State disabled access regulation compliance shall be as set forth in a resolution duly adopted by the City Council. The plan review fees specified in this Section are separate fees from the permit fees specified in Section R108.3 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in California Building Code Section 107.3.4.1, an additional plan review fee shall be charged at the rate set forth in a resolution duly adopted by the City Council.

Section R108.5 Expiration of Plan Review. An application for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building

Official may extend the time for action by the applicant for a period not to exceed 180 days on written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. An application shall not be extended more than once. An application shall not be extended if this code or any other pertinent laws or ordinances have been amended subsequent to the date of application. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan check fee.

Section R108.6 Investigation Fees: Work without a Permit.

Section R108.6.1 Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

Section R108.6.2 Fee. An investigation fee, in addition to the permit fee, shall be equal to the amount of the permit fee required by this code. The minimum fee shall be the same as the minimum permit fee set forth in a resolution duly adopted by the City Council. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code or the technical codes not from any penalty prescribed by law.

Section R108.7 Fee Refunds. The Building Official may authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid has been withdrawn or cancelled before any examination has been expended.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section R108.8 Permit History Survey Fee. The fee for conducting a permit history survey for an existing structure or facility shall be as set forth in a resolution duly adopted by the City Council.

Section R108.9 Demolition Permit Fee. The fee for a permit to demolish a building shall be as set forth in a resolution duly adopted by the City Council.

Section R108.10 Fee Exceptions. The government of the United States of America, the State of California, local school districts proposing work exempt from building permits, the County of San Diego, and the City shall not be required to pay for filing an application for a building permit pursuant to this code unless City plan review and inspection services are requested. If so requested, the fee schedules adopted in a resolution by the City Council shall apply.

E. Section R112.1 of the California Residential Code is **amended** to read as follows:

Section R112.1 General. In order to hear and decide appeals or orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the technical codes, the

City Council shall serve as the appeals board. The applicant may appeal the order, decision, or determination of the Building Official by filing with the City Clerk a written appeal within ten days after the date of the written decision.

F. Section R113.4 of the California Residential Code shall be **amended** as follows to read:

Section R113.4 Violation Penalties. Any person, firm or corporation violating any provision of this code or the technical codes shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars, or imprisoned for a period of not more than six months in the county jail, or both fine and imprisonment.

G. Section R113.5 of the California Residential Code shall be **added** as follows to read:

Section R113.5 Public Nuisance. Any building or structure erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted, or demolished, equipped, used, occupied, or maintained contrary to the provisions of this code shall be and the same is hereby declared to be unlawful and a public nuisance. The City Attorney shall, upon order of the City Council, commence necessary proceedings for the abatement, removal and/or enjoinder of any such public nuisance in the manner provided by law. Any failure, refusal or neglect to obtain a permit as required by Chapter One of this code shall be *prima facie* evidence of the fact that the public nuisance has been committed in connection with the erection, construction, enlargement, alteration, repair, movement, improvement, removal, conversion or demolition, equipment, use, occupation, or maintenance of a building or structure erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, used, occupied, or maintained contrary to the provisions of this code or the technical codes.

H. Section R902.1.2 of the California Residential Code is **amended** to read as follows:

Section R902.1.2 Roof Coverings in All Other Areas Other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI) Area. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B fire classification.

Chapter 11.08

CALIFORNIA ELECTRICAL CODE

Section:

11.08.010 Adoption of the 2025 California Electrical Code, Part 3, Title 24 of the California Code of Regulations.

11.08.010 Adoption of the 2025 California Electrical Code, Part 3, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Electrical Code for the purpose of prescribing regulations in the City of Santee for the installation, alteration or repair of electrical systems and permit requirements and inspection thereof, the 2025 California Electrical Code, Part 3, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code based on the National Electrical Code, 2023. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all installation, alteration or repair of electrical systems within the City of Santee shall be in conformance with 2025 California Electrical Code published by the California Building Standards Commission.

Chapter 11.10

CALIFORNIA MECHANICAL CODE

Section:

11.10.010 Adoption of the 2025 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations.

11.10.010 Adoption of the 2025 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Mechanical Code for the purpose of prescribing regulations in the City of Santee for the erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances, the 2025 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. based on the Uniform Mechanical Code, 2024 Edition. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances shall be in conformance with 2025 California Mechanical Code and any rules and regulations promulgated pursuant thereto, published by the California Building Standards Commission.

Chapter 11.12

CALIFORNIA PLUMBING CODE

Sections:

- 11.12.010 Adoption of the 2025 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations.**
- 11.12.020 Deletions and additions to the 2025 California Plumbing Code and the Uniform Plumbing Code, 2024 Edition.**
- 11.12.030 Appendices A, B, D, G and I adopted.**

11.12.010 Adoption of the 2025 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Plumbing Code for the purpose of prescribing regulations in the City of Santee for the construction, alteration, moving, demolition, repair and use of all plumbing, gas or drainage piping and systems or water heating or treating equipment in or on any building or structure or outdoors on any premises or property, the 2025 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. based on the Uniform Plumbing Code 2024 Edition. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all construction, alteration, moving, demolition, repair and use of all plumbing, gas or drainage piping and systems or water heating or treating equipment within the City of Santee shall be in conformance with 2025 California Plumbing Code, published by the California Building Standards Commission.

11.12.020 Deletions and additions to the 2025 California Plumbing Code and the Uniform Plumbing Code, 2024 Edition.

Deletions and additions to the 2025 California Plumbing Code, shall be as set forth in Sections 11.12.020 and 11.12.030.

A. Section 104.1.1 of the California Plumbing Code is **added** as follows to read:

Section 104.1.1 Solar Water Heaters Pre-Plumbing and Storage Tank Space Requirement.

1. Any other provisions on this Chapter to the contrary notwithstanding, no permit shall be issued by the administrative authority for a new residential building unless said building includes plumbing and adequate space for installation of a solar storage tank specifically designed to allow the later installation of a system which utilizes solar energy as the primary means of heating domestic potable water. No building permit shall be issued unless the plumbing required pursuant to this section is indicated in the building plans. Pre-plumbing and storage tank configuration shall be designed and installed to the satisfaction of the administrative authority. This Section shall apply only to those new residential buildings for which a building permit was applied for after the effective date of the ordinance amending this Section.
2. The administrative authority is hereby authorized to exempt those applications from the provisions of this Section which the administrative authority determines do not have feasible solar access due to shading, building orientation, construction constraints, or configuration of the subdivision parcel.

B. Section 104.1.2 of the California Plumbing Code is **added** as follows to read:

Section 104.1.2 Swimming Pool Heaters.

1. Any other provisions of this Chapter to the contrary notwithstanding, no permit shall be issued for a new or replacement fossil swimming pool heater unless a solar system with a collector area a minimum of fifty percent of the surface area of the swimming pool being heated is also installed as the primary heat source for the swimming pool.
2. A “fossil fuel swimming pool heater” is defined as one which uses nonrenewable fuel including but not limited to natural gas, propane, diesel and electricity.

3. As used in this Section a “swimming pool” means any confined body of water exceeding two feet in depth, greater than one hundred fifty square feet in surface area, and located either above or below the existing finished grade of the site, designed, used or intended to be used for swimming, bathing or therapeutic purposes.
EXCEPTION: A separate spa and a spa built in conjunction with a swimming pool may be heated by fossil fuels, provided the heating source cannot be used to heat the swimming pool.
4. Other provisions of this Section notwithstanding, the owner of a swimming pool may request of the administrative authority a waiver of all, or a portion, of the requirements contained in this section when topographic conditions, development, or existing trees on or surrounding the swimming pool or probable location of the solar collection system preclude effective use of the solar energy system due to shading; or the swimming pool is located in a permanent, enclosed structure.
5. An applicant dissatisfied with a decision of the administrative authority relating to modification or waiver under this section may appeal said decision to the City Council by filing a written appeal with the City Clerk within ten days of the issuance of the written decision. The decision of the City Council in the case of any such appeal shall be final.

11.12.030 Appendices A, B, D, G and I adopted.

Appendix Chapters A, B, D, G and I of the 2025 California Plumbing Code, are adopted.

Chapter 11.14

CALIFORNIA ENERGY CODE

Section:

11.14.010 Adoption of the 2025 California Energy Code, Part 6, Title 24 of the California Code of Regulations.

11.14.010 Adoption of the 2025 California Energy Code, Part 6, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Energy Code for the purpose of prescribing regulations in the City of Santee for the conservation of energy the 2025 California Energy Code, Part 6, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. and the California Energy Code, 2025 Edition. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all construction of buildings where energy will be utilized shall be in conformance with California Energy Code and any rules and regulations promulgated pursuant thereto, including the California Energy Code, 2025 Edition, published by the California Energy Commission.

Chapter 11.16

CALIFORNIA HISTORICAL BUILDING CODE

Section:

11.16.010 Adoption of the 2025 California Historical Building Code, Part 8, Title 24 of the California Code of Regulations.

11.16.010 Adoption of the 2025 California Historical Building Code, Part 8, Title 24 of the California Code of Regulations.

The California Historic Building Code, 2025 edition, Chapter 11.16 is adopted by reference without change to Buildings and Construction Title 11.

Chapter 11.17

CALIFORNIA WILDLAND-URBAN INTERFACE CODE

Sections:

11.17.010 Adoption of the 2025 California Wildland-Urban Interface Code, Part 7, Title 24 of the California Code of Regulations, which incorporates and amends the International Wildland-Urban Interface Code 2024 edition with certain local amendments.

11.17.020 Amendments made to the California Wildland-Urban Interface Code.

11.17.030 Appeals.

11.17.040 New materials, processes or permits.

11.17.050 Penalties.

11.17.010 Adoption of the 2025 California Wildland-Urban Interface Code, Part 7, Title 24 of the California Code of Regulations, which incorporates and amends the International Wildland-Urban Interface Code 2024 edition with certain local amendments.

There is adopted and incorporated by reference herein as the City Wildland-Urban Interface Code for the purpose of enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encourage sustainable construction practices, the 2025 California Wildland-Urban Interface Code, Part 7, Title 24 California Code of Regulations, a portion of the California Building Standards Code and the 2024 International Wildland-Urban Interface Code. .

- A. There is hereby adopted by the City Council of the City of Santee for the purpose of prescribing regulations governing conditions that might cause a fire originating in a structure to ignite vegetation in the wildland-urban interface area, and conversely, a wildfire burning in vegetative fuels to transmit fire to buildings and threaten to destroy life, overwhelm fire suppression capabilities or result in large property loss, that certain code known as the California Wildland-Urban Interface Code, including Appendix A and B.
- B. Published by the International Code Council, being particularly the 2024 Edition thereof and California Amendments thereto, as incorporated into California law under Title 24 of the California Code of Regulations, save and except such portions as are hereinafter deleted, modified or amended by Section 11.17.020 of this Ordinance.

C. At least one copy of these codes and standards have been and are now filed in the office of the City Fire Department with one copy on file in the office of the City Clerk per Government Code Section 50022.6, and the same are adopted and incorporated as fully as if set out at length in this Chapter. From the date on which this Chapter shall take effect, the provisions thereof shall be controlled within the boundaries of the City.

11.17.020 Amendments made to the California Wildland-Urban Interface Code.

The California Wildland-Urban Interface Code, 2025 Edition, is amended and changed in the following respects:

A. Section 101.1 is hereby **amended** to read as follows:

101.1 Title. These regulations shall be known as the California Wildland-Urban Interface Code of the City of Santee, hereinafter referred to as “this code.”

B. Section 103.1 is hereby **amended** to read as follows:

103.1 Creation of Agency. The Office of the Fire Marshal is hereby created and the official in charge thereof shall be known as the “code official.” The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

C. Section 109.3.7 is hereby **amended** to read as follows:

109.3.7 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under provisions of this code, shall be guilty of a criminal offense, punishable by a fine of not more than \$1,000 dollars or by imprisonment not exceeding 10 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

D. Section 403.3 is hereby **added** to read:

403.3 Wildland Access. To adequately deploy resources to protect structures threatened by wildfires, emergency access to wildland areas may be required. Access may include but is not limited to, gated vehicle access points and/or personnel corridors between homes or structures. The need, number, and location of wildland access points will be determined by the code official.

E. Section 404.4 is hereby **amended** to read:

404.4 Hydrants. Hydrants shall be designed and constructed in accordance with nationally recognized standards. The location and access shall be approved by the code official. Fire hydrants shall be spaced every 300 feet or in accordance with Appendix C or CC of the California Fire Code, as applicable, whichever is more restrictive.

F. Section 404.5 is hereby **amended** to read:

404.5 Adequate Water Supply. Fire-flow requirements shall be at least 2500 gallons per minute or a fire flow approved by the code official, or in accordance with Appendix C or CC of the California Fire Code, as applicable, whichever is more restrictive.

G. Section 504.12 is hereby **added** to read:

504.12 Fencing. Fencing within Very High Fire Hazard Severity Zones shall consist of ignition resistant building materials in accordance with Section 503.2, or as approved by the code official. The closest five feet of fencing to any structure shall be of noncombustible building materials in accordance with Section 503.2.1, or as approved by the code official.

H. Section 603.3.1 is hereby **amended** to read as follows:

603.3.1 Contents. Landscape plans shall contain the following:

1. Plans shall be prepared by a California Licensed Landscape Architect, Architect, or Civil Engineer. A landscape designer may prepare planting plants only, not irrigation, for a one- or two-family dwelling, but would need one of the above professionals to stamp the plans verifying compliance with the regulations.
2. Provide plans with a readable scale.
3. Delineation of fuel modification zones with a general description of the zone's dimensions and requirements.
4. Identification of existing vegetation to remain and proposed new vegetation.
5. Identification of irrigated areas.
6. A plant legend with both botanical and common names, and identification of all plant material symbols.
7. Identification of ground coverings within the 50-foot (15,240 mm) zone.
8. Draw all plant symbols of what the full mature canopy size will be at maturity.
9. Include quantities of trees and large shrubs being proposed.

I. Section 603.2.2 is hereby **added** to read as follows:

Section 603.2.2 Landscaping Installation. All landscaping shall be installed per the approved plan prior to final inspection for issuance of certificate of occupancy.

J. Section 603.4.1 is hereby **amended** to read as follows:

Section 603.4.1 Shrubs. All new plantings of shrubs planted in Zone 1 and Zone 2 shall comply with the following:

1. Shrubs shall not exceed 6 feet (1829 mm) in height.
2. Grouping of shrubs are limited to a maximum aggregate diameter of 10 feet (3048 mm).
3. Shrub groupings shall be separated from other groupings a minimum of 15 feet (4572 mm).
4. Shrub groupings shall be separated from structures a minimum of 30 feet (9144 mm).

5. Where shrubs are located below or within a tree's drip line, the lowest tree branch shall be a minimum of three times the height of the understory shrubs or 10 feet (3048 mm), whichever is greater.

K. Section 603.4.2 is hereby **amended** to read as follows:

Section 603.4.2 Trees. Trees shall be managed as follows within the 50-foot zone (15240 mm) of a structure:

1. New trees shall be planted and maintained so that the trees drip line at maturity is a minimum of 10 feet (3048 mm) from any combustible structure.
2. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 10 feet (3048 mm).
3. Existing trees shall be trimmed to provide a minimum separation of 10 feet (3048 mm) away from chimney and stovepipe outlets per California Code of Regulations, Title 14, Section 1299.03.

L. Section 603.5 is hereby **added** with additional subsections 603.5.1-603.5.7.3 to read as follows:

603.5 Fuel Modification.

603.5.1 Setbacks from Adjacent Protected Areas. All new developments, subdivisions or tracts that are planned shall have a minimum of 100 horizontal feet of "fuel modified" defensible space between structures and the wildland. Depending on the percentage of slope and other wildland characteristics, the fuel modified defensible space may be increased beyond 100 feet as required by the code official.

603.5.2 Fuel Modification Zones and Structures. A fuel modification zone shall be required around every building that is designed primarily for human habitation or use or a building designed specifically to house farm animals. Decks, sheds, gazebos, freestanding open-side shade covers and similar accessory structures less than 250 square feet and 50 feet or more from a dwelling, and fences more than 5 feet from a dwelling, are not considered structures for the establishment of a fuel modification zone. A fuel modification zone shall comply with the following:

1. When a building or structure in a fire hazard severity zone is located 100 feet or more from a property line, the person owning or occupying the building or structure shall maintain a fuel modification zone with 100 feet of the building or structure in accordance with Section 603.5.3.
2. The code official may increase the fuel modification zone more than the 100 foot minimum if fuel and topography are determined to increase the fire hazard severity.
3. When a building or structure in a hazardous fire area is setback less than 100 feet from the property line, the person owning or occupying the building or structure shall meet the requirements in subsection 1 above, to the extent possible, in the area between the building or structure and the property line.
4. The fuel modification zone shall be located entirely on the subject property unless approved by the code official. This required fuel modification zone may be reduced as allowed in subsection 1 above or increased as required by a fire protection plan or the code official.
5. When the subject property contains an area designated to protect biological or other sensitive habitat or resource, no building or other structure requiring a fuel modification zone shall be located so as to extend the fuel modification zone into a protected area.

6. Improved Property: Property owners shall be permitted to clear all combustible vegetation within a 100-foot radius of all buildings and structures using methods, such as mowing and trimming that leave plant root structure intact to stabilize soil. Clearing is not limited to these methods and discing, which exposes bare mineral soil, may be used if approved by the code official.

a. Where the distance from the structure to the property line of the parcel on which the building is located is less than the distance required to be cleared, the adjacent parcel owner may be required to establish the required fuel modification to achieve the required distance of defensible space where required by the code official.

603.5.3 Fuel Modification for Roadways. The code official may require a property owner to modify combustible vegetation in the area within 20 feet from each side of a driveway or a public or private driveway adjacent to the property to establish a fuel modification zone. The code official has the right to enter private property to ensure the fuel modification zone requirements are met.

EXCEPTION: The code official may reduce the width of the fuel modification zone if it will not impair fire apparatus access.

603.5.4 Community Fuel Modification. The code official may require a developer, as a condition of issuing a certificate of occupancy, to establish one or more fuel modification zones to protect a new community by reducing the fuel loads adjacent to a community and buildings within it. The developer shall assign the land on which any fuel modification zone is established under this section to the homeowners' association or other common owner group that succeeds the developer as the person responsible for common areas within the community.

603.5.5 Land Ownership. Once a fuel modification zone has been established under Section 603.5.4, the land on which the zone is located shall be under the control of a homeowners' association or other common ownership established in perpetuity, for the benefit of the community to be protected.

603.5.6 Maintenance of Fuel Modification Any person owning, leasing, controlling, operating or maintaining a building or structure required to establish a fuel modification zone pursuant to Section 603.5.2, shall maintain the defensible space. The code official may enter the property to determine if the person responsible is complying with this Section. The code official may issue an order to the person responsible for maintaining the defensible space directing the person to modify or remove nonfire-smart vegetation from fuel management zones, remove leaves, needles and other dead vegetative material from the roof of a building, maintain trees as required by Section 603.5.7, or to take other action the code official determines is necessary to comply with the intent of Sections 603.5 et seq.

603.5.6.1 Tree Maintenance. Crowns of mature trees located within fuel modification zones shall maintain a minimum horizontal clearance of 10 feet for firesmart trees and 30 feet for nonfire-smart trees. Mature trees shall be pruned to remove limbs to maintain a vertical separation of three times the height of the lower vegetation or 6 feet, whichever is greater, above the ground surface adjacent to the trees. Dead wood and litter shall be regularly removed from trees. Ornamental trees shall be limited to groupings of 2-3 trees with canopies for each grouping separated horizontally as described in Table 603.5.6.1.

TABLE 603.5.6.1
DISTANCE BETWEEN TREE CANOPIES

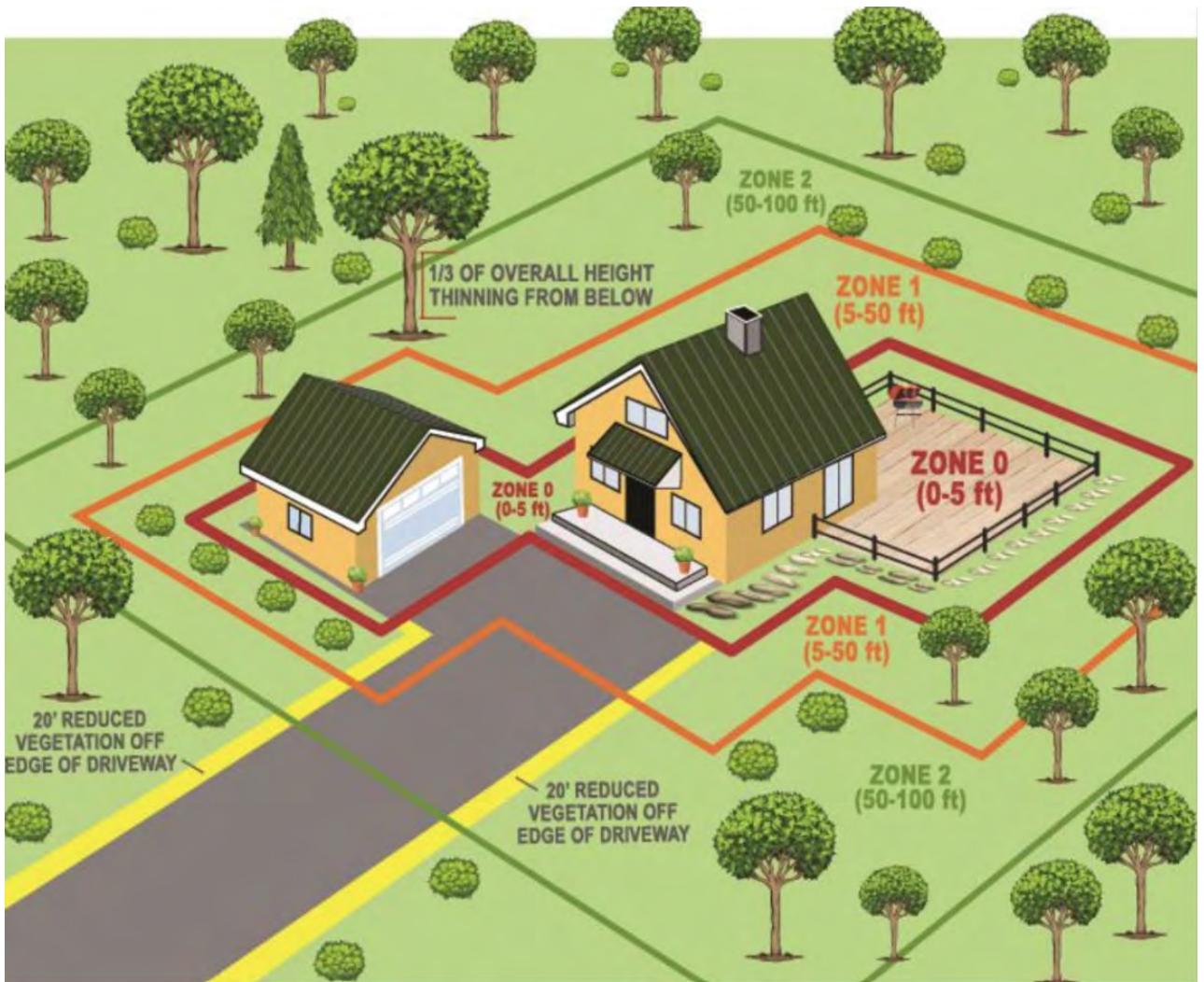
Distance between tree canopies by percent of slope	
Percent of Slope	Required Distances Between Edge of Mature Tree Canopies
0 to 20	10 feet
21 to 40	20 feet
41 plus	30 feet

603.5.7 Fuel Management Zones. Fuel modified defensible space shall be comprised of three distinct fuel management zones referred to as, "Zone 0", "Zone 1", and "Zone 2".

603.5.7.1 Zone 0. Zone 0 shall consist of the area from the exterior wall surface or patio, deck or attachment to building or structure extending 5 feet on a horizontal plane. This zone shall be constructed of continuous hardscape or non-combustible materials. Removal of combustible materials surrounding the exterior wall area and maintaining the area free and clear of combustible materials requires routine maintenance. The use of mulch and other combustible materials shall be prohibited unless approved by the code official.

603.5.7.2 Zone 1. Zone 1 is the immediate edge of Zone 0 extending out in a horizontal plane from the structure to 50 feet. This zone shall consist of planting of low growth, drought tolerant and fire resistive plant species. The height of the plants in this zone states at 6" adjacent to Zone 0 and extending in a linear fashion up to a maximum of 18" at intersection of Zone 2. Vegetation in this zone shall be irrigated and not exceed 6' in height and shall be moderate in nature in accordance with Section 603.5.6. Firewood inside this zone shall be piled at least 30 feet away from all buildings and structures. Cords of firewood shall also be maintained at least 10 feet from property lines and not stacked under tree canopy drip lines. This area is the least flammable, and consists of pavement, walkways, turf and permanently landscaped, irrigated and maintained ornamental planting.

603.5.7.3 Zone 2. Zone 2 is the immediate edge of Zone 1 extending out in a horizontal plane for 50 feet. This zone consists of planting fire-smart plant species of at moderate height. Vegetation shall be limbed up off the ground, so that the lowest branches are one-third the height of the vegetation or up to 6 feet off the ground on mature trees. In this zone, no more than 50% of the native, non-irrigated vegetation shall be retained.



11.17.030 Appeals.

Whenever the Fire Marshal disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply, or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Fire Marshal to the City Council. A letter of appeal shall be submitted to the City Clerk within 30 days from the date of the decision being appealed. The appeal shall be heard by the City Council at the next available meeting.

11.17.040 New materials, processes or permits.

The City Manager, the Fire Chief, and the Fire Marshal shall act as a committee to determine and specify, after giving affected person an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the California Wildland-Urban Interface Code and International Wildland-Urban Interface Code. The Fire Marshal shall post such list in a conspicuous place in the office of the City Clerk, at the bureau of fire prevention and distribute copies thereof to interested persons.

11.17.050 Penalties.

- A. Any person who violates any provision of this Ordinance or of the code or standards adopted by reference in this Ordinance, is guilty of a misdemeanor. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.
- B. The application of the above penalties shall not prevent the enforced removal of prohibited conditions.

Chapter 11.18

CALIFORNIA FIRE CODE

Sections:

- 11.18.010 Adoption of the 2025 California Fire Code, Part 9, Title 24 of the California Code of Regulations, which incorporates and amends the International Fire Code 2024 edition with certain local amendments.**
- 11.18.020 Amendments made to the California Fire Code.**
- 11.18.030 Special regulations.**
- 11.18.040 Appeals.**
- 11.18.050 New materials, processes or permits.**
- 11.18.060 Penalties.**

11.18.010 Adoption of the 2025 California Fire Code, Part 9, Title 24 of the California Code of Regulations, which incorporates and amends the International Fire Code 2024 edition with certain local amendments.

There is adopted and incorporated by reference herein as the City Fire Code for the purpose of enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encourage sustainable construction practices, the 2025 California Fire Code, Part 9, Title 24 California Code of Regulations, a portion of the California Building Standards Code and the 2024 International Code.

- A. There is hereby adopted by the City Council of the City of Santee for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain Code known as the International Fire Code, including Appendices B, BB, C, CC, F, and H.
- B. Published by the International Code Council, being particularly the 2024 Edition thereof and California Amendments thereto, as incorporated into California law under Title 24 of the California Code of Regulations, save and except such portions as are hereinafter deleted, modified or amended by Section 11.18.020 of this Ordinance.
- C. At least one copy of these codes and standards have been, and are now filed in the office of the City Fire Department with one copy on file in the office of the City Clerk per Government Code Section 50022.6, and the same are adopted and incorporated as fully as if set out at length in this Chapter. From the date on which this Chapter shall take effect, the provisions thereof shall be controlling within the boundaries of the City.

11.18.020 Amendments made to the California Fire Code.

The California Fire Code, 2025 Edition, is amended and changed in the following respects:

- A. Chapter 1 AMENDED – General Provisions
 1. Section 101.1 is **amended** to read as follows:

Section 101.1 Title. These regulations shall be known as the Fire Code of the City of Santee, hereinafter referred to as “this code.”

2. Section 103.1 is hereby **amended** to read as follows:

Section 103.1 Creation of Agency. The Office of the Fire Marshal is hereby created and the official in charge thereof shall be known as the “fire code official.” The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

- B. Chapter 3 AMENDED - General Precautions Against Fire
 1. Section 307.4.3 is hereby **amended** to read as follows:

307.4.3 Portable Outdoor Fireplaces. Portable outdoor fireplaces shall comply with all the following restrictions:

- a. Portable outdoor fireplaces shall be used in accordance with the manufacturer’s instructions. The use of washing machine tub fireplaces and other similar devices is prohibited within City of Santee limits.
- b. Portable outdoor fireplaces shall be constructed of steel or other approved non-combustible materials.
- c. During operation, the portable outdoor fireplace shall be covered with a metal screen or welded or woven wire mesh spark arrestor with openings no larger than $\frac{1}{4}$ ” to reduce air-borne embers.
- d. Portable outdoor fireplaces shall only be used on a non-combustible surface or bare ground, void of all vegetation.
- e. Portable outdoor fireplaces shall be operated at least 15 feet away from all combustible materials or structures and shall not be used under eaves, patio covers or other shade structures.
- f. Portable outdoor fireplaces shall be supervised at all times and extinguished when no longer being used.
- g. A garden hose or 4A fire extinguisher shall be readily available at all times when the outdoor portable fireplace is in operation.
- h. The burning of trash, rubbish or paper products is strictly prohibited.
- i. The Fire Code Official or other Fire Department representative is authorized to order extinguishment at any time because of misuse, objectionable situation, hazardous weather, or any other safety concern.

2. Section 307.4.4 is hereby **added** to read as follows:

307.4.4 “Red-flag” and Other High Fire Risk Conditions. Open burning including recreational fires and fires within portable outdoor fireplaces, shall not be permitted when a red-flag warning or a fire weather watch condition has been issued by the National Weather Service.

C. Chapter 5 AMENDED - Fire Service Features

1. Section 503.2.1 is hereby **amended** to read as follows:

503.2.1 Dimensions (Fire Apparatus Access Roads). Fire apparatus access roads shall have an unobstructed width of not less than 26 feet and an unobstructed vertical clearance of not less than 13 feet, 6 inches.

EXCEPTION: A fire apparatus access road may be reduced to an unobstructed width of not less than 16 feet (or other approved width) when in the opinion of the fire code official the number of vehicles using the roadway will not limit or impair adequate emergency fire department access.

2. Section 503.2.3 is hereby **amended** to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an approved paved surface. In new development, all underground utilities, hydrants, water mains, curbs, gutters and sidewalks must be installed and the drive surface shall be approved prior to combustibles being brought on site.

3. Section 503.3.1 is **added** to read as follows:

503.3.1 Street Parking Prohibited. During “red-flag” warnings or fire weather watch conditions, street parking may be prohibited in areas determined to be at significant risk from wildfires, including areas identified as a fire hazard severity zone, so a wider pathway is available to support rapid evacuation when side-street parking narrows the road to a smaller width than the standards in Title 14, section 1273.01 of the California Code of Regulations. Such areas will be marked with signs approved by the fire code official.

4. Section 503.7 is hereby **added** to read as follows:

503.7 Gates Across Fire Apparatus Access Roads. All gates or other structures or devices which could obstruct fire access roadways or otherwise hinder emergency operations are prohibited unless they meet standards approved by the fire code official, and receive specific plan approval. Written plans shall be submitted for approval and approved prior to the installation of any gate or other similar obstruction. Gates shall be equipped with approved emergency locks or locking devices.

5. Section 503.8 is hereby **added** to read as follows:

503.8 Automatic Gates. All automatic gates across fire apparatus access roads shall be equipped with approved emergency key switches. Gates serving more than four residential dwellings or gates serving projects that, in the opinion of the fire code official, require a more rapid emergency response, shall also be equipped with an approved strobe activating sensor(s) to open the gate upon approach of emergency apparatus. All gates shall have a manual release device to open the gate upon power failure.

6. Section 505.3 is hereby **added** to read as follows:

505.3 Map/Directory. A lighted directory map meeting current Santee Fire Department standard may be required to be installed at each driveway entrance or other approved location(s) to multiple unit residential projects 15 units or more and other occupancies when in the opinion of the fire code official the directory will enhance emergency response to the project.

D. Chapter 9 AMENDED – Fire Protection Systems

1. Section 903.2 is hereby **amended** to read as follows:

903.2 Where Required. Approved automatic sprinkler systems in new buildings and structures shall be provided in locations described in Sections 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21.

EXCEPTION: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries not required to have an automatic sprinkler system by Section 1207 for energy storage systems and standby engines, provided that those spaces or areas are quipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the California Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the California Building Code, or both.

- a. **Automatic fire sprinkler system required.** The installation of an approved automatic fire sprinkler system shall be required in all buildings, regardless of size or occupancy, and irrespective of any occupancy or area separation. Sprinklers shall also be required in all additions made to existing buildings equipped with automatic fire sprinkler system. “Fire Walls” and “Area or Occupancy Separation Walls” regardless of construction rating shall not constitute separate buildings for purposes of determining fire sprinkler requirements. An approved fire sprinkler system shall be required in an existing non-sprinklered building when a change of occupancy classification occurs and would, in the opinion of the fire code official, increase the risk, hazard, or emergency response to the occupancy.

EXCEPTION: Kiosks, sheds, out-buildings, small temporary buildings and other small buildings may not need an automatic fire sprinkler system if in the opinion of the fire code official, the site, and the use, does not pose a significant hazard.

- b. **Automatic fire sprinkler system required additions.** An approved automatic fire sprinkler system shall be installed in any existing non-sprinklered buildings where structural additions are made greater than 5,000 square feet or resulting in a 50% increase in the size of the building. In this situation the entire building is required to be equipped with an approved automatic fire sprinkler system.

EXCEPTION: Group R, Division 3 occupancies.

2. Section 903.3.5 is hereby **amended** to read as follows:

903.3.5 Water Supplies. Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with Health and Safety Code 13114.7. For connections to public waterworks systems, the water supply test used for design of fire protection systems shall be adjusted to account for seasonal and daily pressure fluctuations based on information from the water

supply authority and as approved by the fire code official. Hydraulic calculations shall include a 10% reduction from the source.

- ~~. Section 905 is hereby amended by adding Subsection 905.3(a) to read as follows:~~
~~**905.3(a) Required installations.** A wet standpipe system shall be installed in all levels of any parking structures below or above grade.~~

E. Chapter 23 AMENDED - Motor Fuel-Dispensing Facilities And Repair Garages

1. Section 2306.2.3 is hereby **amended** by replacing language for exception 3 to read as follows:

2306.2.3 Above-Ground Tanks Located Outside, Above Grade

3. Tanks containing fuels shall not exceed 1,500 gallons of Class I liquids, 12,000 gallons of Class II liquids in individual capacity and 26,000 gallons in aggregate capacity. Installations with the maximum allowable capacity shall be separated from other installations by not less than 100 feet.

F. Chapter 56 AMENDED - Explosives and Fireworks

1. Section 5607.16 is hereby **added** to read as follows:

5607.16 Scope. Section 5607 is intended to regulate blasting operations within the City of Santee.

2. Section 5607.17 is hereby **added** to read as follows:

5607.17 Grading Permit Required. Section 5609 shall apply to any project or construction operation where a grading permit is required. A grading permit must be approved and issued by the Engineering Department of the City of Santee prior to the issuance of a blasting permit issued by the Fire Department for blasting at construction sites.

3. Section 5607.18 is hereby **added** to read as follows:

5607.18 Definitions. For the purpose of this Division the following definitions shall apply:

Approved Blaster is a blaster who has been approved by the fire code official to conduct blasting operations in the City of Santee and who has been placed on the list of approved blasters.

Blaster is any person, corporation, contractor or other entity who uses, ignites, or sets off an explosive device or material.

Inspector is any person who has been approved by the fire code official to conduct pre and post blast inspections in the City of Santee.

Blasting Operations shall mean the use of an explosive device or explosive materials to destroy, modify, obliterate, or remove any obstruction of any kind from a piece of property.

Minor Blasting is any blasting operation associated with trenching operations, digging holes for utility poles, and other single shot operations.

Major Blasting is any other type of blasting operation.

Permit for Blasting is a written document issued by the Santee Fire Department wherein the blaster is given permission to blast within the City of Santee under specific terms and conditions for the operation.

Certificate of Insurance is a written document issued by an insurance company authorized to do business in the State of California stating that the insurance company has issued a policy of liability insurance covering property damage and bodily injuries resulting from blasting operations occurring in the City of Santee.

Explosive Permit is a written document issued by the San Diego County Sheriff's Department pursuant to Section 12000, et seq. of the California Health and Safety Code wherein the Sheriff's Department allows blasting with explosives to be done by the permittee under the conditions specified therein.

4. Section 5607.19 is hereby **added** to read as follows:

5607.19 Permit to Blast: All blasting operations within the City of Santee are prohibited unless permitted by the Santee Fire Department.

5. Section 5607.20 is hereby **added** to read as follows:

5607.20 Prerequisites. No Permit to Blast shall be granted or obtained unless the prerequisite conditions listed below are complied with and proof provided to the satisfaction of the Fire Department.

6. Section 5607.21 is hereby **added** to read as follows:

5607.21 Explosives Permit. The blaster shall obtain an explosives permit from the San Diego County Sheriff's Department and a copy thereof shall be placed on file with the Santee Fire Department.

7. Section 5607.22 is hereby **added** to read as follows:

5607.22 Santee Business License. The blaster shall obtain a business license from and issued by the Finance Department of the City of Santee and a copy thereof placed on file with the Santee Fire Department.

8. Section 5607.23 is hereby **added** to read as follows:

5607.23 Liability Insurance. The property owner/developer or general contractor shall obtain liability insurance covering the blaster's activities in the minimum amount of \$2,000,000 for property damage and \$1,000,000 for bodily injury. The property owner/developer or general contractor shall file a copy of the Certificate of Insurance with the Santee Fire Department. The blaster shall have liability insurance, property insurance, and bodily injury insurance in the minimum amount of \$500,000 each. A copy of the Certificate of Insurance of the blaster shall also be filed with the Santee Fire Department by the property owner/developer or general contractor. The City of Santee shall be named as Co-Insured.

9. Section 5607.24 is hereby **added** to read as follows:

5607.24 Blaster's Qualifications. The blaster's qualifications shall be reviewed by the fire code official. Approval and placement on the list of approved blasters shall be based upon a review of the blaster's qualifications, past safety record, and history of complaints of job performance. Failure on the part of the blaster to comply with the terms and conditions under which approval is granted may result in suspension from the list of approved blasters for a period not exceeding one year.

10. Section 5607.25 is hereby **added** to read as follows:

5607.25 Permit Filing. A copy of the Permit to Blast shall be kept on file with the Santee Fire Department at 10601 Magnolia Ave., Santee, California 92071. A copy of the Permit to Blast shall be retained by the general contractor or property owner/developer and by the blaster and shall be available at the job site for public or official inspection at all times during blasting operations.

11. Section 5607.26 is hereby **added** to read as follows:

5607.26 Cancellation of Permit. A Permit to Blast is required to be cancelled with the Fire Department when a blaster completes or discontinues, for thirty days, blasting operations at a construction site.

12. Section 5607.27 is hereby **added** to read as follows:

5607.27 Renewal. A Permit to Blast must be renewed with the Fire Department before any blasting operations are continued or resumed.

13. Section 5607.28 is hereby **added** to read as follows:

5607.28 Blasting Operation Procedures. After the Permit to Blast has been issued, the blaster shall comply with the following procedures.

14. Section 5607.29 is hereby **added** to read as follows:

5607.29 Notification of Blasting Operation. The contractor or property owner/developer shall give reasonable notice in writing at the time of issuance of building permit, grading permit or encroachment license to all residences or businesses within 600 feet of any potential blast location. The notice shall be in a form approved by the fire code official.

Any resident or business receiving such notice may request of the Fire Department that the blaster give a 12 hours advance notice of impending blast. The general contractor or property owner/developer shall obtain the advanced notification list of residents and businesses from the Fire Department, and shall make every reasonable effort to contact any and all parties requesting the second advanced notice.

15. Section 5607.30 is hereby **added** to read as follows:

5607.30 Inspections. Inspections of all structures within 300 feet of the blast site shall be made before blasting operations. The person(s) inspecting shall obtain the permission of the building

owner prior to conducting the inspection. The inspections shall be performed by a qualified person(s) approved by the fire code official, and employed by the blaster or project contractor. The inspection shall be only for the purpose of determining the existence of any visible or reasonably recognizable pre-existing defects or damages in any structure. Waiver of such inspection shall be in writing by owner(s), and persons who have vested interest, control, custody, lease or rental responsibility of said property or their legally recognized agent. Post blast inspections shall be required upon receipt of a complaint of property damage by the person in charge of the property. Damage must be reported to the Fire Department within one year of the completion of blasting operations.

16. Section 5607.31 is hereby **added** to read as follows:

5607.31 Inspection Report. Complete inspection reports identifying all findings or inspection waivers shall be signed by the inspector and property owners or owner's agent. Such inspection reports shall be retained by the inspecting agency, but shall be immediately available to the Fire Department and individuals directly involved in alleged damage complaints.

17. Section 5607.32 is hereby **added** to read as follows:

5607.32 Inspection Waiver Report. The inspector shall file with the Fire Department a summary report identifying address, occupant/owner's name, time and date of inspections, and any inspection waiver signed by property owner or owner's agent, with an explanation as to why an inspection of a specific structure was not made. This summary and waiver report shall be signed by the inspector.

18. Section 5607.33 is hereby **added** to read as follows:

5607.33 Blasting Hours. Blasting shall only be permitted between the hours of 9:00 am and 4:00 pm during any weekday, Monday through Friday, unless special circumstances warrant another time of day and special approval is granted by the fire code official.

19. Section 5607.34 is hereby **added** to read as follows:

5607.34 Fire Department Inspections. The blaster shall permit Fire Department personnel to inspect the blast site and blast materials or explosives at any reasonable time.

20. Section 5607.35 is hereby **added** to read as follows:

5607.35 Fire Department Witness of Blasting. If a Fire Department witness is desired by the general contractor, and or blaster, arrangements shall be made at least 12 hours prior to the blast. Confirmation shall be made to the Fire Department no less than one hour prior to the blast. The Fire Department may assign a Department member to be present and observe the blast at their discretion.

21. Section 5607.36 is hereby **added** to read as follows:

5607.36 Blast Notification to Fire Department. The blasting companies are required to notify the Fire Department on the day of a tentative blasting operation, between the hours of 8:00 am and 8:30 am.

22. Section 5607.37 is hereby **added** to read as follows:

5607.37 Seismograph Monitoring. All blasting operations shall be monitored by an approved seismograph located at the nearest constructed structure. All daily seismograph reports shall be forwarded to the Fire Department by the end of the blast week.

EXCEPTION: Public Utility Companies are not required to seismographically monitor minor blasting operations.

23. Section 5607.38 is hereby **added** to read as follows:

5607.38 Confiscation. Any explosives which are illegally manufactured, sold, given away, delivered, stored, used, possessed, or transported shall be subject to immediate seizure by the fire code official, issuing authority, or peace officer. When a permit has been revoked or has expired and is not immediately renewed, any explosive is subject to immediate seizure.

24. Section 5607.39 is hereby **added** to read as follows:

5607.39 Complaints Regarding Blasting Operations. Post-blast inspections shall be required on all structures for which complaints, alleging blast damage, have been received. Such inspections shall be written within thirty days of receipt of complaint.

25. Section 5607.40 is hereby **added** to read as follows:

5607.40 Fee for Permit to Blast. The blaster shall pay a fee for the Permit to Blast designated within the Fire Department Schedule of Fees. Unless otherwise designated within the approved Schedule of Fees, a Permit to Blast shall be site specific and a separate fee shall be charged to each Blast operation or for each Permit to Blast issued.

26. Section 5607.41 is hereby **added** to read as follows:

5607.41 Fire Department Conditions. The Santee Fire Department may impose such additional conditions and procedures as it deems are reasonably necessary to protect the public health and safety based upon the peculiar and individual facts and circumstances of a particular blasting operation. The Fire Department shall provide the blaster with the additional conditions or procedures in writing and the blaster shall comply with those requirements until such time as the Fire Department is satisfied they are no longer required and cancels the additional requirements.

11.18.030 Special regulations.

A. **Establishment of geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited.** The limits referred to in Section 5704.2.9.6.1 of the International Fire Code in which the storage of flammable or combustible liquids in above-ground tanks outside of buildings is prohibited are hereby established as the jurisdictional limits of the City.

The storage of Class I and Class II liquids in above ground tanks outside of buildings is prohibited in all residential zones within the City of Santee. The storage of Class I and Class II liquids in above ground tanks for motor vehicle fuel-dispensing may be allowed in commercial or industrial zones within the City, providing that applicable provisions of Chapter 23 and 57 are met, and if in the opinion of the fire code official, the site, and the use, does not pose a significant hazard.

B. **Establishment of geographic limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited.** The limits referred to in Section 5706.2.4.4 of the International Fire Code in which the storage of flammable or combustible liquids in above-ground tanks is prohibited are hereby established as the jurisdictional limits of the City.

The storage of Class I and Class II liquids in above ground tanks is prohibited in all residential zones within the City of Santee. The storage of Class I and Class II liquids in above ground tanks for motor vehicle fuel-dispensing may be allowed in commercial or industrial zones within the City, providing that applicable provisions of Chapter 23 and 57 are met, and if in the opinion of the fire code official, the site, and the use, does not pose a significant hazard.

C. **Establishment of geographic limits in which the storage of liquefied petroleum gases is restricted for the protection of heavily populated or congested areas.** The limits referred to in Section 6104.2 of the International Fire Code, in which the storage of liquefied petroleum gas is restricted, are hereby established as the jurisdictional limits of the City.

The storage of liquefied petroleum gases are prohibited within residential zones within the City of Santee. The storage of liquefied petroleum gases are allowed within commercial or industrial zones within the City of Santee to a maximum quantity of 2,000-gallon water capacity, providing all applicable provisions of Chapter 61 are met, and in the opinion of the fire code official, the site, and the use, does not pose a significant hazard.

EXCEPTION: Liquefied Petroleum Gas may be allowed for residential use where no other gas service is provided and the quantity, location and use do not pose a significant problem.

D. **Establishment of limits of districts in which storage of explosives and blasting agents is prohibited.** Limits in which storage of explosives and blasting agents is prohibited, are hereby established as the jurisdictional limits of the City.

Permanent storage of explosives and/or blasting agents shall be strictly prohibited within the City of Santee. Temporary storage may be allowed during set-up for excavation, demonstration, or other use, when proper permits have been obtained, all applicable provisions of Chapter 56 have been met, and when in the opinion of the fire code official, there are no significant hazards.

EXCEPTION: Small quantities of black powder and explosive materials may be stored and used when they are permitted by the applicable law enforcement agency and permitted by the Fire Department.

E. **Establishment of geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited.** The limits referred to in Section 5806.2 of the International Fire Code, in which the storage of flammable cryogenic fluids in stationary containers is prohibited are hereby established as follows:

The storage of flammable cryogenic fluids is prohibited within the City of Santee.

11.18.040 Appeals.

Whenever the Fire Marshal disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply, or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Fire Marshal to the City

Council. A letter of appeal shall be submitted to the City Clerk within 30 days from the date of the decision being appealed. The appeal shall be heard by the City Council at the next available meeting.

11.18.050 New materials, processes or permits.

The City Manager, the Fire Chief and the Fire Marshal shall act as a committee to determine and specify, after giving affected person an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the California Fire Code and International Fire Code. The Fire Marshal shall post such list in a conspicuous place in the office of the City Clerk, at the bureau of fire prevention and distribute copies thereof to interested persons.

11.18.060 Penalties.

- A. Any person who violates any provision of this Ordinance or of the code or standards adopted by reference in this Ordinance, is guilty of a misdemeanor. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.
- B. The application of the above penalties shall not prevent the enforced removal of prohibited conditions.

Chapter 11.20

CALIFORNIA EXISTING BUILDING CODE

Section:

11.20.010 Adoption of the 2025 California Existing Building Code, Part 10, Title 24 of the California Code of Regulations.

11.20.010 Adoption of the 2025 California Existing Building Code, Part 10, Title 24 of the California Code of Regulations.

The California Existing Building Code, 2025 Edition, is adopted by reference without change.

Chapter 11.22

CALIFORNIA GREEN BUILDING STANDARDS CODE

Section:

11.22.010 Adoption of the 2025 California Green Building Standards Code, Part 11, Title 24 of the California Code of Regulations.

11.22.010 Adoption of the 2025 California Green Building Standards Code, Part 11, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Green Building Standards Code for the purpose of enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encourage sustainable construction practices, the 2025 California Green Building Standards Code, Part 11, Title 24 California Code of Regulations, a portion of the California Building Standards Code. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, planning, design, operation, construction, use and occupancy of every newly constructed building or structure shall conform with the 2025 California Green Building Standards Code, published by the California Building Standards Commission.

Chapter 11.26

REFERENCED STANDARDS CODE

Section:

11.26.010 Adoption of the 2025 California Referenced Standards Code, Part 11, Title 24 of the California Code of Regulations.

11.26.010 Adoption of the 2025 California Referenced Standards Code, Part 11, Title 24 of the California Code of Regulations.

The California Referenced Standards Code, 2025 edition, is adopted by reference without change.

Chapter 11.36

FLOOD DAMAGE PREVENTION

11.36.050 Definitions.

Unless specifically defined in this section, words or phrases used in this chapter will be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

...

“Building Code” means code for the purpose of prescribing regulations in the City of Santee for the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings and structures as defined in section 11.04.010

...

“Flood Resistant” includes materials that are specifically designed to prevent damages associated with flooding as described in American Society of Civil Engineers publication ASCE 24-14.

“Flood Control Project” means any grading or construction that is conducted in any special flood hazard area.

“Flood Insurance Rate Map (FIRM)” means the official map dated March 22, 2022, as subsequently amended, and revisions to such maps, are hereby adopted by reference as a part of these regulations and serve as the basis for establishing flood hazard areas on which the Federal Emergency Management Agency or Federal Insurance and Mitigation Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community. Maps that establish flood hazard areas are on file at the Department of Engineering 10601 Magnolia Avenue, Santee, CA 92071.

“Flood Insurance Study” means The Flood Insurance Study for San Diego County, California and Incorporated Areas dated March 22, 2022, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are hereby adopted by reference as a part of these regulations and serve as the basis for establishing flood hazard areas. Where the building code establishes flood hazard areas, such areas are established by this section. Additional maps and studies, when specifically adopted, supplement the FIS and FIRMs to establish additional flood hazard areas. Maps and studies that establish flood hazard areas are on file at the Department of Engineering 10601 Magnolia Avenue, Santee, CA 92071.

...

“Market Value” means the estimated cost of the improvement as established in writing by a knowledgeable real estate broker or appraiser.

...

11.36.070 Basis for establishing areas of special flood hazard.

The engineering analysis entitled “San Diego River Flood Study,” dated July 8, 1992, by BSI Consultants, Inc., based on Table 11.36.070A, is adopted by reference and declared to be a part of this chapter, as well as the Flood Insurance Study for San Diego County, California and Incorporated Areas dated March 22, 2022, and all subsequent amendments and revisions to such maps, are hereby adopted by reference as a part of these

regulations and serve as the basis for establishing flood hazard areas. Where the building code establishes flood hazard areas, such areas are established by this section. Additional maps and studies, when specifically adopted, supplement the FIS and FIRMs to establish additional flood hazard areas. Maps and studies that establish flood hazard areas are on file at the Department of Engineering 10601 Magnolia Avenue, Santee, CA 92071.. The flood studies are the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the City Council by the Floodplain Administrator.

11.36.140 Duties and responsibilities of the Administrator.

The duties and responsibilities of the administrator include, but are not limited to:

...

D. Alteration of Watercourses. It is the responsibility of the Floodplain Administrator to:

1. Notify adjacent communities and the State Department of Water Resources prior to any alteration or relocation of a watercourse that can result in base flood elevation changes, and, within six months of information becoming available or project completion, whichever is first, submit technical or scientific data or assure that a permit applicant submits technical or scientific data to the Federal Emergency Management Agency for a letter of map revision. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and flood plain management requirements will be based upon current data.
2. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a qualified CA Licensed Civil Engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant. Provided FEMA issues a Conditional Letter of Map Revision, construction of proposed flood control projects and land preparation for development are permitted, including clearing, excavation, grading, and filling. Permits for construction of buildings shall not be issued until the applicant satisfies the FEMA requirements for issuance of a Letter of Map Revision.
3. It is required that the flood-carrying capacity of the altered or relocated portion of such watercourse be maintained by the community.

11.36.150 Standards of construction.

In all areas of special flood hazard, the following standards are required and shall be in conformance with American Society of Civil Engineers ASCE 24 – 14 Flood Resistant Design and Construction:

...

C. Elevation and Floodproofing.

1. New construction and substantial improvement of any structure elevate the lowest floor, including basement floor, to the highest elevation required as follows:
 - a. To the height required by the Residential Building Code;

- b. In AE, AH, A1-30 Zones, to 1 foot above the base flood elevation as determined by the Floodplain Administrator;
- c. In an AO Zone, above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least two feet above the highest adjacent grade if no depth number is specified;
- d. In an A Zone, without BFEs specified on the FIRM, to 1 foot above the base flood elevation as determined by the Floodplain Administrator;
- e. Notification of compliance must be recorded as set forth in Section 11.36.140(C).

2. Nonresidential construction must either be elevated in conformance with subdivision 1 or 2 of this subsection or:

- a. Together with attendant utility and sanitary facilities, be floodproofed to 1 foot above the base flood elevation as determined by the Floodplain Administrator so that the structure is watertight with walls substantially impermeable to the passage of water; and
- b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
- c. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certification must be provided to the official set forth in Section 11.36.140(C)(1).

Examples of floodproofing include, but are not limited to:

- a. Installation of watertight doors, bulkheads, and shutters;
- b. Reinforcement of walls to resist water pressure;
- c. Use of paints, membranes, or mortars to reduce seepage through walls;
- d. Addition of mass or weight to structure to resist flotation;
- e. Armor protection of all fill materials from scour and/or erosion.

3. Manufactured homes must meet the above standards and also the standards in Section 11.36.190.

4. Require, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are subject to flooding must be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or exceed the following minimum criteria:

- a. Either a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding must be provided. The bottom of all openings must be not higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters; or
- b. Be certified to comply with a local floodproofing standard approved by the Federal Insurance and Mitigation Administration. (Ord. 564 § 3, 2019)

11.36.190 Standards for mobile manufactured homes and manufactured home parks and subdivisions.

A. All new manufactured homes, additions to manufactured homes, and manufactured homes that are substantially improved must be set on permanent foundation so that the lowest floor is elevated to 1 foot above the base flood elevation as determined by the Floodplain Administrator. The manufactured home chassis must be supported by reinforced piers or other foundation elements of at least equivalent strength

that are no less than 36 inches in height above grade and securely anchored to a permanent foundation to resist flotation collapse, or lateral movement. As set forth in Section 11.36.140(C)(1), certification meeting the standards above is required of the installer or State agency responsible for regulating the placement, installation, and anchoring of individual manufactured home units.

- B. The following standards are required for:
 - 1. Manufactured homes not placed in manufactured home parks or subdivisions;
 - 2. New manufactured home parks or subdivisions;
 - 3. Expansions to existing manufactured home parks or subdivisions; and
 - 4. Repair, reconstruction, or improvements to existing manufactured home parks or subdivisions that equals or exceeds 50% of the value of the streets, utilities, and pads before the repair, reconstruction or improvement commenced.
 - a. Adequate surface drainage and access for a hauler must be provided,
 - b. All manufactured homes must be placed on pads or lots elevated on compacted fill or on pilings so that the lowest floor of the manufactured home is at least one foot above the base flood level. If elevated on pilings:
 - i. The lots must be large enough to permit, and
 - ii. The pilings must be placed in stable soil no more than 10 feet apart, and
 - iii. Reinforcement must be provided for pilings more than six feet above ground level.
- C. No manufactured home may be placed in a floodway, except in an existing manufactured home park or existing manufactured home subdivision.
- D. No manufactured home may be placed in a coastal high hazard area, except in an existing manufactured home park or an existing manufactured home subdivision.
- E. Certification of compliance is required of the developer responsible for the plan or State agency responsible for regulating manufactured home placement. (Ord. 564 § 3, 2019)

Title 11
BUILDINGS AND CONSTRUCTION

Chapters:

- 11.01 Definitions**
- 11.02 California Administrative Code**
- 11.04 California Building Code**
- 11.06 California Residential Code**
- 11.08 California Electrical Code**
- 11.10 California Mechanical Code**
- 11.12 California Plumbing Code**
- 11.14 California Energy Code**
- 11.16 Historical Building Code**
- 11.17 California Wildland-Urban Interface**
- 11.18 California Fire Code**
- 11.20 California Existing Building Code**
- 11.22 California Green Building Standards Code**
- 11.24 Construction and Improvement Standards**
- 11.26 Referenced Standards Code**
- 11.28 Housing Regulations**
- 11.30 Abandoned Residential Property Registration**
- 11.32 Swimming Pools**
- 11.34 Moving and Temporary Storage of Buildings and Structures**
- 11.36 Flood Damage Prevention**
- 11.38 Drainage and Watercourses**
- 11.40 Excavation and Grading**
- 11.42 Improvements Reimbursement**
- 11.44 Uniform Code for the Abatement of Dangerous Buildings**
- 11.48 Historical Landmarks**
- 11.50 Electric Vehicle Charging Systems Expedited, Streamlined Permitting Process**

Chapter 11.01

DEFINITIONS

[No changes]

Chapter 11.02

CALIFORNIA ADMINISTRATIVE CODE

Section: 11.02.010 Adoption.

11.02.010 Adoption.

The California Administrative Code Chapter, 20252 edition, Chapter 11.02 is adopted by reference without change to the Buildings and Construction Code. (Ord. 605 ~~§ 4, 20252~~)

Chapter 11.04

CALIFORNIA BUILDING CODE

Sections:

- 11.04.010 Adoption of the 20252 California Building Code, Part 2, Title 24 of the California Code of Regulations.
- 11.04.020 Findings.
- 11.04.030 Deletions, revisions and additions to the 20252 California Building Code.
- 11.04.040 Table 1505.1 amended.
- 11.04.050 Appendices C, H and I adopted.

11.04.010 Adoption of the 20252 California Building Code, Part 2, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Building Code for the purpose of prescribing regulations in the City of Santee for the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings and structures, the 20252 California Building Code, Part 2, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code, Section 18901 et seq. which is based on the International Building Code, 20244 Edition, including those Appendix Chapters shown as adopted by this Chapter. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings and structures within the City of Santee shall be in conformance with the 20252 California Building Code published by the California Building Standards Commission. (Ord. 605 ~~§ 4, 20252~~)

11.04.020 Findings.

The City of Santee has many large, brush-covered hillsides. The City is subject to frequent Santa Ana conditions consisting of dry gusting winds, which create extreme fire dangers. The City Council specifically finds that these geographic and topographic conditions necessitate greater fire protection than that provided by the 20252 California Building Code. Therefore, this chapter alters the 20252 California Building Code, to require more fire-retardant roof coverings. ~~(Ord. 605 § 4, 20252)~~

11.04.030 Deletions, revisions and additions to the 202542 California Building Code.

Deletions, revisions and additions to the 20252 California Building Code shall be as set forth in Sections 11.04.040 and as follows:

- A. Section 104.7.64 of the California Building Code is **added** to read as follows:

Section 104.7.64 Permit History Survey. Upon receipt of a written request from the owner of a parcel of property for a Permit History Survey, and the payment of the fee specified in a resolution duly adopted by the City Council, the Building Official may review city records and provide a report listing those building, plumbing, electrical and mechanical permits that have been issued for a specific parcel of property.

- B. Section 105.2 of the California Building Code is **amended** to read as follows:

Section 105.2 Work Exempt from P~~ermit~~ is amended by adding the following subsections 14 through 197:

Subsections 1~~–~~ through 13~~–~~ remain unchanged.

14. Satellite dish antenna, other than roof-mounted, in Office, Commercial, and Industrial zoning districts
15. Renewal of roof coverings on any buildings.
16. Attached open residential patio covers structures up to 120 square feet in projected roof area. These structures must be attached to an R-3 occupancy.
17. Fences not over 8 feet high, where permitted to be installed by City Zoning Code in commercial and industrial zones.
18. Installation of metal storage containers for use as temporary storage structures. This exception does not apply to any structure used as defined under ‘habitable space’ in Section 202 of the California Building Code. This exemption is intended to be applied only to prefabricated shipping and cargo containers commonly used in the shipping and trucking industries.
19. Repairs which involve only the replacement of component parts of existing work with similar materials only for the purpose of maintenance and which do not aggregate over \$750.00 in valuation and do not affect any electrical or mechanical installations. Repairs exempt from permit requirements shall not include any addition, change or modification in construction, exit facilities or permanent fixtures or equipment. Specifically exempt from permit requirements without limit to valuation are:
 - a. Painting
 - b. Installation of floor covering
 - c. Cabinet work
 - d. Outside paving not involving restriping of disabled access parking stalls.

C. Section 105.3.1.1 of the California Building Code is **added** to read as follows:

Section 105.3.1.1 ~~INSERT SECTION TITLE~~ Construction Permit Requirement. Permits shall not be issued for construction on a site where the City engineer determines that a grading permit or public improvements are required until the City engineer or his/her representative notifies the Building Official in writing that grading or public improvements has been satisfactorily completed to allow building permits to be issued.

Permits shall not be issued if the City engineer determines that flooding or geologic conditions at the site may endanger the public safety or welfare.

D. Section 109 of the California Building Code shall be **deleted and replaced** with the following:

Section 109.1 Fees.

Section 109.2 General. Fees shall be assessed as set forth in a resolution duly adopted by the City Council.

Section 109.3 Permit Fees. The fee for each permit shall be as set forth in a resolution duly adopted by the City Council.

The determination of value or valuation under any of the provisions of these codes shall be made by the Building Official. The value to be used in computing building permit and building plan review fees shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. The permit fees for those projects subject to State ~~E~~nergy ~~C~~ode compliance and/or State disabled access regulation compliance shall be as set forth in a resolution duly adopted by the City Council.

Section 109.4 Plan Review Fees. When submittal documents are required by ~~S~~ection 107, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be set forth in a resolution duly adopted by the City Council. The plan review fee for electrical, mechanical, and plumbing work shall be set forth in a resolution duly adopted by the City Council. The plan review fees for State ~~E~~nergy ~~C~~ode compliance and/or State disabled access regulation compliance shall be as set forth in a resolution duly adopted by the City Council. The plan review fees specified in this section are separate fees from the permit fees specified in Section 109.3 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee shall be charged at the rate set forth in a resolution duly adopted by the City Council.

Section 109.5 Expiration ~~Q~~of Plan Review. An application for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not to exceed 180 days on written request by the applicant showing that circumstances beyond the control of the applicant have prevented

action from being taken. An application shall not be extended more than once. An application shall not be extended if this code or any other pertinent laws or ordinances have been amended subsequent to the date of application. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan check fee.

Section 109.6 Investigation Fees: Work ~~wW~~ithout ~~aA~~ Permit.

Section 109.6.1 Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

Section 109.6.2 Fee. An investigation fee, in addition to the permit fee, shall be equal to the amount of the permit fee required by this code. The minimum fee shall be the same as the minimum permit fee set forth in a resolution duly adopted by the City Council. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code or the technical codes not from any penalty prescribed by law.

Section 109.7 Fee Refunds. The Building Official may authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid has been withdrawn or cancelled before any examination has been expended.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section 109.8 Permit History Survey Fee. The fee for conducting a permit history survey for an existing structure or facility shall be as set forth in a resolution duly adopted by the City Council.

Section 109.9 Demolition Permit Fee. The fee for a permit to demolish a building shall be as set forth in a resolution duly adopted by the City Council.

Section 109.10 Fee Exceptions. ~~T~~he government of the United States of America, the State of California, local school districts proposing work exempt from building permits, the County of San Diego, and the City shall not be required to pay for filing an application for a building permit pursuant to this code unless City plan review and inspection services are requested. If so requested, the fee schedules adopted in a resolution by the City Council shall apply.

E. Section 113.1 of the California Building Code is **amended** to read as follows:

Section 113.1 General. In order to hear and decide appeals or orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the technical codes, the City Council shall serve as the appeals board. The applicant may appeal the order, decision, or determination

of the Building Official by filing with the City Clerk a written appeal within ten days after the date of the written decision.

F. Section 114.4 of the California Building Code shall be ~~amended~~replaced as follows to read:

Section 114.4 Violation Penalties. Any person, firm or corporation violating any provision of this code or the technical codes shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars, or imprisoned for a period of not more than six months in the county jail, or both fine and imprisonment.

G. Section 114.5 of the California Building Code shall be **added** as follows to read:

Section 114.5 Public Nuisance. Any building or structure erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted, or demolished, equipped, used, occupied, or maintained contrary to the provisions of this code shall be and the same is hereby declared to be unlawful and a public nuisance. The City Attorney shall, upon order of the City Council, commence necessary proceedings for the abatement, removal and/or enjoinder of any such public nuisance in the manner provided by law. Any failure, refusal or neglect to obtain a permit as required by Chapter ~~One (1)~~ of this code shall be prima facie evidence of the fact that the public nuisance has been committed in connection with the erection, construction, enlargement, alteration, repair, movement, improvement, removal, conversion or demolition, equipment, use, occupation, or maintenance of a building or structure erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, used, occupied, or maintained contrary to the provisions of this code or the technical codes.

H. **Add** the following to the end of the first paragraph of Section 1505.1 ~~General~~:

Section 1505.1 Scope. The installation of wood shingle or shake roofing material for reroofing or repair which exceeds 25 percent of the projected roof area within any 12-month period shall be as required for new roof installations or a minimum of Class B Rating.

~~Ord. 605 § 4, 2022~~

11.04.040 Table 1505.1 amended.

Table 1505.1 of the 202~~52~~ California Building Code and the International Building Code, 202~~44~~ Edition, is **amended** to read as follows:

**TABLE 1505.1
MINIMUM ROOF ~~COVERING-ASSEMBLY~~ CLASSIFICATION FOR TYPES OF CONSTRUCTION**

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

~~Ord. 605 § 4, 2022~~

~~=~~

11.04.050 Appendices C, H and I adopted.

Appendix C, H and I are adopted. (~~Ord. 605 § 4, 2022~~)

Chapter 11.06

CALIFORNIA RESIDENTIAL CODE

Section:

11.06.010 Adoption of the 202~~52~~ California Residential Code, Part 2.5, Title 24 of the California Code of Regulations.

11.06.010 Adoption of the 202~~52~~ California Residential Code, Part 2.5, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City ~~R~~esidential ~~C~~ode for the purpose of establishing provisions for the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above grade the 202~~52~~ California Residential Code based on the International Residential Code, 202~~44~~ Edition. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal or demolition of detached one- and two-family dwellings and townhouses not more than three stories above grade within the City of Santee, shall be in conformance with the 202~~52~~ California Residential Code, published by the California Building Standards Commission.

A. Section R104.7.~~64~~ of the California Residential Code is **added** to read as follows:

Section R104.7.~~64~~ Permit History Survey. Upon receipt of a written request from the owner of a parcel of property for a Permit History Survey, and the payment of the fee specified in a resolution duly adopted by the City Council, the Building Official may review City records and provide a report listing those building, plumbing, electrical and mechanical permits that have been issued for a specific parcel of property.

B. Section R105.2 of the California Residential Code is **amended** to read as follows:

Section R105.2 Work Exempt from Permit is amended by adding the following subsections 11 through 16:

Subsections 1- through 10- remains unchanged.

11. Satellite dish antenna, other than roof-mounted, in Office, Commercial, and Industrial zoning districts
12. Renewal of roof coverings on any buildings.
13. Attached open residential patio covers structures up to 120 square feet in projected roof area. These structures must be attached to an R-3 occupancy.
14. Fences not over 8 feet high, where permitted to be installed by City Zoning Code in commercial and industrial zones.

15. Installation of metal storage containers for use as temporary storage structures. This exception does not apply to any structure used as defined under 'habitable space' in ~~S~~ection R202 of the California Residential Code. This exemption is intended to be applied only to prefabricated shipping and cargo containers commonly used in the shipping and trucking industries.
16. Repairs which involve only the replacement of component parts of existing work with similar materials only for the purpose of maintenance and which do not aggregate over \$750.00 in valuation and do not affect any electrical or mechanical installations. Repairs exempt from permits requirements shall not include any addition, change or modification in construction, exit facilities or permanent fixtures or equipment. Specifically exempt from permit requirements without limit to valuation are:
 - a. Painting
 - b. Installation of floor covering
 - c. Cabinet work
 - d. Outside paving not involving restriping of disabled access parking stalls.

C. Section R105.3.1.2 of the California Residential Code is **added** to read as follows:

Section R105.3.1.2.1 ~~INSERT SECTION TITLE~~. Construction Permit Requirement. Permits shall not be issued for construction on a site where the City engineer determines that a grading permit or public improvements are required until the City engineer or his/her representative notifies the Building Official in writing that grading or public improvements has been satisfactorily completed to allow building permits to be issued. Permits shall not be issued if the City engineer determines that flooding or geologic conditions at the site may endanger the public safety or welfare.

D. Section R108 of the California Building Code shall be **deleted and replaced** with the following:

Section R108.1 Fees.

Section R108.2 General. Fees shall be assessed as set forth in a resolution duly adopted by the City Council.

Section R108.3 Permit Fees. The fee for each permit shall be as set forth in a resolution duly adopted by the City Council.

The determination of value or valuation under any of the provisions of these codes shall be made by the Building Official. The value to be used in computing building permit and building plan review fees shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. The permit fees for those projects subject to State ~~E~~nergy ~~C~~ode compliance and/or State disabled access regulation compliance shall be as set forth in a resolution duly adopted by the ~~C~~ity ~~C~~ouncil.

Section R108.4 Plan Review Fees. When submittal documents are required by ~~S~~ection R106, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be set forth in a resolution duly adopted by the City Council. The plan review fee for

electrical, mechanical, and plumbing work shall be set forth in a resolution duly adopted by the City Council. The plan review fees for State ~~E~~nergy ~~C~~ode compliance and/or State disabled access regulation compliance shall be as set forth in a resolution duly adopted by the City Council. The plan review fees specified in this ~~S~~ection are separate fees from the permit fees specified in Section R108.3 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in California Building Code Section 107.3.4.1, an additional plan review fee shall be charged at the rate set forth in a resolution duly adopted by the City Council.

Section R108.5 Expiration ~~o~~f Plan Review. An application for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not to exceed 180 days on written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. An application shall not be extended more than once. An application shall not be extended if this code or any other pertinent laws or ordinances have been amended subsequent to the date of application. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan check fee.

Section R108.6 Investigation Fees: Work ~~w~~ithout ~~a~~A Permit.

Section R108.6.1 Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

Section R108.6.2 Fee. An investigation fee, in addition to the permit fee, shall be equal to the amount of the permit fee required by this code. The minimum fee shall be the same as the minimum permit fee set forth in a resolution duly adopted by the City Council. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code or the technical codes not from any penalty prescribed by law.

Section R108.7 Fee Refunds. The Building Official may authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid has been withdrawn or cancelled before any examination has been expended.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section R108.8 Permit History Survey Fee. The fee for conducting a permit history survey for an existing structure or facility shall be as set forth in a resolution duly adopted by the City Council.

Section R108.9 Demolition Permit Fee. The fee for a permit to demolish a building shall be as set forth in a resolution duly adopted by the City Council.

Section R108.10 Fee Exceptions. ~~T~~he government of the United States of America, the State of California, local school districts proposing work exempt from building permits, the County of San Diego, and the City shall not be required to pay for filing an application for a building permit pursuant to this code unless ~~C~~ity plan review and inspection services are requested. If so requested, the fee schedules adopted in a resolution by ~~the~~ City Council shall apply.

E. Section R112.1 of the California Residential Code is ~~added-amended~~ to read as follows:

Section R112.1 General. ~~is amended to read as follows:~~ In order to hear and decide appeals or orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the technical codes, the City Council shall serve as the appeals board. The applicant may appeal the order, decision, or determination of the Building Official by filing with the City Clerk a written appeal within ten days after the date of the written decision.

F. Section R113.4 of the California Residential Code shall be ~~replaced-amended~~ as follows to read:

Section R113.4 Violation Penalties. Any person, firm or corporation violating any provision of this code or the technical codes shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars, or imprisoned for a period of not more than six months in the county jail, or both fine and imprisonment.

G. Section R113.5 of the California Residential Code shall be **added** as follows to read:

Section R113.5 Public Nuisance. Any building or structure erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted, or demolished, equipped, used, occupied, or maintained contrary to the provisions of this code shall be and the same is hereby declared to be unlawful and a public nuisance. The City Attorney shall, upon order of the City Council, commence necessary proceedings for the abatement, removal and/or enjoinder of any such public nuisance in the manner provided by law. Any failure, refusal or neglect to obtain a permit as required by Chapter ~~One (1)~~ of this code shall be prima facie evidence of the fact that the public nuisance has been committed in connection with the erection, construction, enlargement, alteration, repair, movement, improvement, removal, conversion or demolition, equipment, use, occupation, or maintenance of a building or structure erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, used, occupied, or maintained contrary to the provisions of this code or the technical codes.

H. Section R902.1.~~23~~ of the California Residential Code is ~~altered-amended~~ to read as follows:

Section R902.1.~~23~~ Roof Coverings in All Other Areas Other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI) Area. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B fire classification.

Chapter 11.08

CALIFORNIA ELECTRICAL CODE

Section:

11.08.010 Adoption of the 202~~52~~ California Electrical Code, Part 3, Title 24 of the California Code of Regulations.

11.08.010 Adoption of the 202~~52~~ California Electrical Code, Part 3, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City ~~E~~lectrical ~~C~~ode for the purpose of prescribing regulations in the City of Santee for the installation, alteration or repair of electrical systems and permit requirements and inspection thereof, the 202~~52~~ California Electrical Code, Part 3, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code based on the National Electrical Code, 202~~30~~. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all installation, alteration or repair of electrical systems within the City of Santee shall be in conformance with 202~~52~~ California Electrical Code published by the California Building Standards Commission. (Ord. 605 § 4, 2022)

Chapter 11.10

CALIFORNIA MECHANICAL CODE

Section:

11.10.010 Adoption of the 202~~52~~ California Mechanical Code, Part 4, Title 24 of the California Code of Regulations.

11.10.010 Adoption of the 202~~52~~ California Mechanical Code, Part 4, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City ~~M~~echanical ~~C~~ode for the purpose of prescribing regulations in the City of Santee for the erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances, the 202~~52~~ California Mechanical Code, Part 4, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. based on the Uniform Mechanical Code, 202~~44~~ Edition. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances shall be in conformance with 202~~52~~ California Mechanical Code and any rules and regulations promulgated pursuant thereto, published by the California Building Standards Commission. (Ord. 605 § 4, 2022)

Chapter 11.12

CALIFORNIA PLUMBING CODE

Sections:

11.12.010 Adoption of the 202~~52~~ California Plumbing Code, Part 5, Title 24 of the California Code of Regulations.

11.12.020 Deletions and additions to the 202~~52~~ California Plumbing Code and the Uniform Plumbing Code, 202~~41~~ Edition.

11.12.030 Appendices A, B, D, G and I adopted.

11.12.010 Adoption of the 202~~52~~ California Plumbing Code, Part 5, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City ~~P~~lumbing ~~C~~ode for the purpose of prescribing regulations in the City of Santee for the construction, alteration, moving, demolition, repair and use of all plumbing, gas or drainage piping and systems or water heating or treating equipment in or on any building or structure or outdoors on any premises or property, the 202~~52~~ California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. based on the Uniform Plumbing Code 202~~41~~ Edition. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all construction, alteration, moving, demolition, repair and use of all plumbing, gas or drainage piping and systems or water heating or treating equipment within the City of Santee shall be in conformance with 202~~52~~ California Plumbing Code, published by the California Building Standards Commission. (~~Ord. 605 § 4, 2022~~)

11.12.020 Deletions and additions to the 202~~52~~ California Plumbing Code and the Uniform Plumbing Code, 202~~41~~ Edition.

Deletions and additions to the 202~~52~~ California Plumbing Code, shall be as set forth in Sections 11.12.020 and 11.12.030.

A. Section 104.1.1 of the California Plumbing Code is **added** as follows to read:

Section 104.1.1 Solar Water Heaters Pre-Plumbing ~~A~~nd Storage Tank Space Requirement.

1. Any other provisions on this ~~C~~hapter to the contrary notwithstanding, no permit shall be issued by the administrative authority for a new residential building unless said building includes plumbing and adequate space for installation of a solar storage tank specifically designed to allow the later installation of a system which utilizes solar energy as the primary means of heating domestic potable water. No building permit shall be issued unless the plumbing required pursuant to this section is indicated in the building plans. Pre-plumbing and storage tank configuration shall be designed and installed to the satisfaction of the administrative authority. This ~~S~~ection shall apply only to those new residential buildings for which a building permit was applied for after the effective date of the ordinance amending this ~~S~~ection.

2. The administrative authority is hereby authorized to exempt those applications from the provisions of this Section which the administrative authority determines do not have feasible solar access due to shading, building orientation, construction constraints, or configuration of the subdivision parcel.

B. Section 104.1.2 of the California Plumbing Code is **added** as follows to read:

Section 104.1.2 Swimming Pool Heaters.

1. Any other provisions of this Chapter to the contrary notwithstanding, no permit shall be issued for a new or replacement fossil swimming pool heater unless a solar system with a collector area a minimum of fifty percent of the surface area of the swimming pool being heated is also installed as the primary heat source for the swimming pool.

2. A “fossil fuel swimming pool heater” is defined as one which uses nonrenewable fuel including but not limited to natural gas, propane, diesel and electricity.

3. As used in this Section a “swimming pool” means any confined body of water exceeding two feet in depth, greater than one hundred fifty square feet in surface area, and located either above or below the existing finished grade of the site, designed, used or intended to be used for swimming, bathing or therapeutic purposes.

EXCEPTION: A separate spa and a spa built in conjunction with a swimming pool may be heated by fossil fuels, provided the heating source cannot be used to heat the swimming pool.

4. Other provisions of this Section notwithstanding, the owner of a swimming pool may request of the administrative authority a waiver of all, or a portion, of the requirements contained in this section when topographic conditions, development, or existing trees on or surrounding the swimming pool or probable location of the solar collection system preclude effective use of the solar energy system due to shading; or the swimming pool is located in a permanent, enclosed structure.

5. An applicant dissatisfied with a decision of the administrative authority relating to modification or waiver under this section may appeal said decision to the City Council by filing a written appeal with the City Clerk within ten days of the issuance of the written decision. The decision of the City Council in the case of any such appeal shall be final.

(Ord. 605 § 4, 2022)

11.12.030 Appendices A, B, D, G and I adopted.

Appendix Chapters A, B, D, G and I of the 20252 California Plumbing Code, are adopted. (Ord. 605 § 4, 2022)

Chapter 11.14

CALIFORNIA ENERGY CODE

Section:

11.14.010 Adoption of the 20252 California Energy Code, Part 6, Title 24 of the California Code of Regulations.

11.14.010 Adoption of the 20252 California Energy Code, Part 6, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Energy Code for the purpose of prescribing regulations in the City of Santee for the conservation of energy the 20252 California Energy Code, Part 6, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. and the California Energy Code, 20252 Edition. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all construction of buildings where energy will be utilized shall be in conformance with California Energy Code and any rules and regulations promulgated pursuant thereto, including the California Energy Code, 20252 Edition, published by the California Energy Commission. ~~(Ord. 605 § 4, 2022)~~

Chapter 11.16

CALIFORNIA HISTORICAL BUILDING CODE

Section:

11.16.010 Adoption of the 20252 California Historical Building Code, Part 8, Title 24 of the California Code of Regulations.

11.16.010 Adoption of the 20252 California Historical Building Code, Part 8, Title 24 of the California Code of Regulations.

The California Historic Building Code, 20252 edition, Chapter 11.16 is adopted by reference without change to Buildings and Construction Title 11. ~~(Ord. 605 § 4, 2022)~~

Chapter 11.17

CALIFORNIA WILDLAND-URBAN INTERFACE CODE

Sections:

11.17.010 Adoption of the 2025 California Wildland-Urban Interface Fire Code, Part 79, Title 24 of the California Code of Regulations, which incorporates and amends the International Wildland-Urban Interface -Code 2024 edition with certain local amendments.

11.17.020 Amendments made to the California Fire Wildland-Urban Interface Code.

11.17.0340 Appeals.

11.17.0450 New materials, processes or permits.

11.17.0560 Penalties.

11.17.010 Adoption of the 2025 California Wildland-Urban Interface Code, Part 7, Title 24 of the California Code of Regulations, which incorporates and amends the International Wildland-Urban Interface Code 2024 edition with certain local amendments.

There is adopted and incorporated by reference herein as the City Wildland-Urban Interface Code for the purpose of enhancing the design and construction of buildings through the use of building concepts having a

reduced negative impact or positive environmental impact and encourage sustainable construction practices, the 2025 California Wildland-Urban Interface Code, Part 7, Title 24 California Code of Regulations, a portion of the California Building Standards Code and the 2024 International Wildland-Urban Interface Code. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, planning, design, operation, construction, use and occupancy of every newly constructed building or structure shall conform with the 2025 California Green Building Code, published by the California Building Standards Commission.

- A. There is hereby adopted by the City Council of the City of Santee for the purpose of prescribing regulations governing conditions that might cause a fire originating in a structure to ignite vegetation in the wildland-urban interface area, and conversely, a wildfire burning in vegetative fuels to transmit fire to buildings and threaten to destroy life, overwhelm fire suppression capabilities or result in large property loss, that certain code known as the California Wildland-Urban Interface Code, including Appendix A and B.
- B. Published by the International Code Council, being particularly the 2024 Edition thereof and California Amendments thereto, as incorporated into California law under Title 24 of the California Code of Regulations, save and except such portions as are hereinafter deleted, modified or amended by Section 11.17.020 of this Ordinance.
- C. At least one copy of these codes and standards have been and are now filed in the office of the City Fire Department with one copy on file in the office of the City Clerk per Government Code Section 50022.6, and the same are adopted and incorporated as fully as if set out at length in this Chapter. From the date on which this Chapter shall take effect, the provisions thereof shall be controlled within the boundaries of the City. (Ord. 605 § 4, 2022)

11.178.020 Amendments made to the California Wildland-Urban Interface Code.

The California Wildland-Urban Interface Code, 2025 Edition, is amended and changed in the following respects:

A. Chapter 1 AMENDED General Provisions

- A. 1. Section 101.1 is hereby **amended** to read as follows:

101.1 Title. These regulations shall be known as the California Wildland-Urban Interface Code of the City of Santee, hereinafter referred to as “this code.”

- B. 2. Section 103.1 is hereby **amended** to read as follows:

103.1 Creation of Agency. The Office of the Fire Marshal is hereby created and the official in charge thereof shall be known as the “code official.” The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

- C. 3. Section 109.3.7 is hereby **amended** to read as follows:

109.3.7 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under provisions of this code, shall be guilty of a criminal offense, punishable by a fine of not more than \$1,000

dollars or by imprisonment not exceeding 10 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

B. Chapter 4 AMENDED Wildland Urban Interface Area Requirements

D. 1. Section 403.3 is hereby **added** to read:

403.3 Wildland Access. To adequately deploy resources to protect structures threatened by wildfires, emergency access to wildland areas may be required. Access may include but is not limited to, gated vehicle access points and/or personnel corridors between homes or structures. The need, number, and location of wildland access points will be determined by the code official.

E. 2. Section 404.4 is hereby **amended** to read:

404.4 Hydrants. Hydrants shall be designed and constructed in accordance with nationally recognized standards. The location and access shall be approved by the code official. Fire hydrants shall be spaced every 300 feet or in accordance with Appendix C or CC of the California Fire Code, as applicable, whichever is more restrictive.

F. 3. Section 404.5 is hereby **amended** to read:

404.5 Adequate Water Supply. Fire-flow requirements shall be at least 2500 gallons per minute or a fire flow approved by the code official, or in accordance with Appendix C or CC of the California Fire Code, as applicable, whichever is more restrictive.

C. Chapter 5 AMENDED

G. 1. Section 504.12 Fencing is hereby **added** to read:

504.12 Fencing. Fencing within Very High Fire Hazard Severity Zones shall consist of ignition resistant building materials in accordance with Section 503.2, or as approved by the code official. The closest five feet of fencing to any structure shall be of noncombustible building materials in accordance with Section 503.2.1., or as approved by the code official.

D. Chapter 6 AMENDED Fire Protection Requirements

H. 4. Section 603.3.1 is hereby **amended** to read as follows:

603.3.3.1 Contents. Landscape plans shall contain the following:

1. Plans shall be prepared by a California Licensed Landscape Architect, Architect, or Civil Engineer. A landscape designer may prepare planting plants only, not irrigation, for a one- or two-family dwelling, but would need one of the above professionals to stamp the plans verifying compliance with the regulations.
2. Provide plans with a readable scale.
3. Delineation of fuel modification zones with a general description of the zone's dimensions and requirements.
4. Identification of existing vegetation to remain and proposed new vegetation.
5. Identification of irrigated areas.

6. A plant legend with both botanical and common names, and identification of all plant material symbols.
7. Identification of ground coverings within the 50-foot (15,240 mm) zone.
8. Draw all plant symbols of what the full mature canopy size will be at maturity.
9. Include quantities of trees and large shrubs being proposed.

I. 2. Section 603.23.2 is hereby **added** to read as follows:

Section 603.2.2 Landscaping Installation. All landscaping shall be installed per the approved plan prior to final inspection for issuance of certificate of occupancy.

J. 3. Section 603.4.1 is hereby **amended** to read as follows:

Section 603.4.1 Shrubs. All new plantings of shrubs planted in Zone 1 and Zone 2 shall comply with the following:

1. Shrubs shall not exceed 6 feet (1829 mm) in height.
2. Grouping of shrubs are limited to a maximum aggregate diameter of 10 feet (3048 mm)
3. Shrub groupings shall be separated from other groupings a minimum of 15 feet (4572 mm).
4. Shrub groupings shall be separated from structures a minimum of 30 feet (9144 mm).
5. Where shrubs are located below or within a tree's drip line, the lowest tree branch shall be a minimum of three times the height of the understory shrubs or 10 feet (3048 mm), whichever is greater.

K. 4. Section 603.4.2 is hereby **amended** to read as follows:

Section 603.4.2 Trees. Trees shall be managed as follows within the 50-foot zone (15240 mm) of a structure:

1. New trees shall be planted and maintained so that the trees drip line at maturity is a minimum of 10 feet (3048 mm) from any combustible structure.
2. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 10 feet (3048 mm).
3. Existing trees shall be trimmed to provide a minimum separation of 10 feet (3048 mm) away from chimney and stovepipe outlets per California Code of Regulations, Title 14, Section 1299.03.

L. 5. Section 603.5 is hereby **added** with additional subsections 603.5.1-603.5.7.3 to read as follows:

603.5 Fuel Modification.

603.5.1 Setbacks from Adjacent Protected Areas. All new developments, subdivisions or tracts that are planned shall have a minimum of 100 horizontal feet of "fuel modified" defensible space between structures and the wildland. Depending on the percentage of slope and other wildland characteristics, the fuel modified defensible space may be increased beyond 100 feet as required by the code official.

603.5.2 Fuel Modification Zones and Structures. A fuel modification zone shall be required around every building that is designed primarily for human habitation or use or a building designed specifically to house farm animals. Decks, sheds, gazebos, freestanding open-side shade covers and similar accessory structures less than 250 square feet and 50 feet or more from a dwelling, and fences more than 5 feet from a dwelling, are not considered structures for the establishment of a fuel modification zone. A fuel modification zone shall comply with the following:

1. When a building or structure in a fire hazard severity zone is located 100 feet or more from a property line, the person owning or occupying the building or structure shall maintain a fuel modification zone with 100 feet of the building or structure in accordance with Section 603.5.3.
2. The code official may increase the fuel modification zone more than the 100 foot minimum if fuel and topography are determined to increase the fire hazard severity.
3. When a building or structure in a hazardous fire area is setback less than 100 feet from the property line, the person owning or occupying the building or structure shall meet the requirements in subsection 1 above, to the extent possible, in the area between the building or structure and the property line.
4. The fuel modification zone shall be located entirely on the subject property unless approved by the code official. This required fuel modification zone may be reduced as allowed in subsection 1 above or increased as required by a fire protection plan or the code official.
5. When the subject property contains an area designated to protect biological or other sensitive habitat or resource, no building or other structure requiring a fuel modification zone shall be located so as to extend the fuel modification zone into a protected area.
6. Improved Property: Property owners shall be permitted to clear all combustible vegetation within a 100-foot radius of all buildings and structures using methods, such as mowing and trimming that leave plant root structure intact to stabilize soil. Clearing is not limited to these methods and discing, which exposes bare mineral soil, may be used if approved by the code official.
 - a. Where the distance from the structure to the property line of the parcel on which the building is located is less than the distance required to be cleared, the adjacent parcel owner may be required to establish the required fuel modification to achieve the required distance of defensible space where required by the code official.

603.5.3 Fuel Modification for Roadways. The code official may require a property owner to modify combustible vegetation in the area within 20 feet from each side of a driveway or a public or private driveway adjacent to the property to establish a fuel modification zone. The code official has the right to enter private property to ensure the fuel modification zone requirements are met.

EXCEPTION: The code official may reduce the width of the fuel modification zone if it will not impair fire apparatus access.

603.5.4 Community Fuel Modification. The code official may require a developer, as a condition of issuing a certificate of occupancy, to establish one or more fuel modification zones to protect a new community by reducing the fuel loads adjacent to a community and buildings within it. The developer shall assign the land on which any fuel modification zone is established under this section to the homeowners' association or other common owner group that succeeds the developer as the person responsible for common areas within the community.

603.5.5 Land Ownership. Once a fuel modification zone has been established under Ssection 603.5.4, the land on which the zone is located shall be under the control of a homeowners' association or other common ownership established in perpetuity, for the benefit of the community to be protected.

603.5.6 Maintenance of Fuel Modification Any person owning, leasing, controlling, operating or maintaining a building or structure required to establish a fuel modification zone pursuant to Section 603.5.2, shall maintain the defensible space. The code official may enter the property to determine if the person responsible is complying with this Ssection. The code official may issue an order to the person responsible for maintaining the defensible space directing the person to modify or remove nonfire-smart vegetation from fuel management zones, remove leaves, needles and other dead vegetative material from the roof of a building, maintain trees as required by Section 603.5.7, or to take other action the code official determines is necessary to comply with the intent of Ssections 603.5 et seq.

603.5.6.1 Tree Maintenance. Crowns of mature trees located within fuel modification zones shall maintain a minimum horizontal clearance of 10 feet for firesmart trees and 30 feet for nonfire-smart trees. Mature trees shall be pruned to remove limbs to maintain a vertical separation of three times the height of the lower vegetation or 6 feet, whichever is greater, above the ground surface adjacent to the trees. Dead wood and litter shall be regularly removed from trees. Ornamental trees shall be limited to groupings of 2-3 trees with canopies for each grouping separated horizontally as described in Table 603.5.6.1.

TABLE 603.5.6.1
DISTANCE BETWEEN TREE CANOPIES

Distance between tree canopies by percent of slope	
Percent of Slope	Required Distances Between Edge of Mature Tree Canopies
0 to 20	10 feet
21 to 40	20 feet
41 plus	30 feet

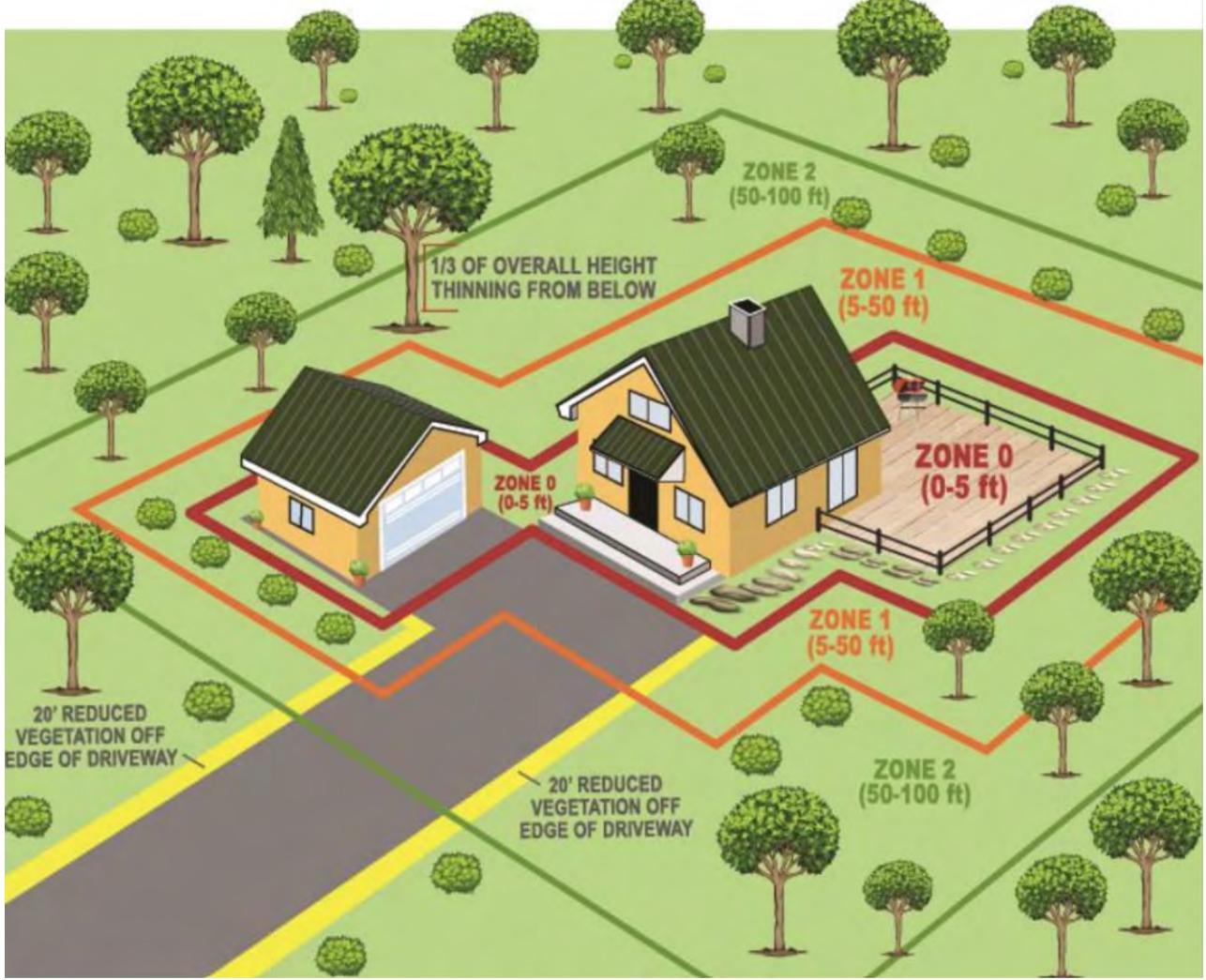
603.5.7 Fuel Management Zones. Fuel modified defensible space shall be comprised of three distinct fuel management zones referred to as, "Zone 0Zero", "Zone 1One", and "Zone 2Two".

603.5.7.1 Zone 0. Zone 0 shall consist of the area from the exterior wall surface or patio, deck or attachment to building or structure extending 5 feet on a horizontal plane. This zone shall be constructed of continuous hardscape or non-combustible materials. Removal of combustible materials surrounding the exterior wall area and maintaining the area free and clear of combustible materials requires routine maintenance. The use of mulch and other combustible materials shall be prohibited unless approved by the code official.

603.5.7.2 Zone 1. Zone 1 is the immediate edge of Zone 0 extending out in a horizontal plane from the structure to 50 feet. This zone shall consist of planting of low growth, drought tolerant and fire resistive plant species. The height of the plants in this zone states at 6" adjacent to Zone 0 and extending in a linear fashion up to a maximum of 18" at intersection of Zone 2. Vegetation in this zone shall be irrigated and not exceed 6' in height and shall be moderate in nature in accordance with Section 603.5.6. Firewood

inside this zone shall be piled at least 30 feet away from all buildings and structures. Cords of firewood shall also be maintained at least 10 feet from property lines and not stacked under tree canopy drip lines. This area is the least flammable, and consists of pavement, walkways, turf and permanently landscaped, irrigated and maintained ornamental planting.

603.5.7.3 Zone 2. Zone 2 is the immediate edge of Zone 1 extending out in a horizontal plane for 50 feet. This zone consists of planting fire-smart plant species of at moderate height. Vegetation shall be limbed up off the ground, so that the lowest branches are one-third the height of the vegetation or up to 6 feet off the ground on mature trees. In this zone, no more than 50% of the native, non-irrigated vegetation shall be retained.



11.178.030 Appeals.

Whenever the Fire Marshal disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply, or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Fire Marshal to the City

Council. A letter of appeal shall be submitted to the City Clerk within 30 days from the date of the decision being appealed. The appeal shall be heard by the City Council at the next available meeting. (Ord. 605 § 4, 2022)

11.178.0450 New materials, processes or permits.

The City Manager, the Fire Chief, and the Fire Marshal shall act as a committee to determine and specify, after giving affected person an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the California Wildland-Urban Interface Code and International Wildland-Urban Interface Code. The Fire Marshal shall post such list in a conspicuous place in the office of the City Clerk, at the bureau of fire prevention and distribute copies thereof to interested persons. (Ord. 605 § 4, 2022)

11.178.0560 Penalties.

- A. Any person who violates any provision of this Ordinance or of the code or standards adopted by reference in this Ordinance, is guilty of a misdemeanor. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.
- B. The application of the above penalties shall not prevent the enforced removal of prohibited conditions. (Ord. 605 § 4, 2022)

Chapter 11.18

CALIFORNIA FIRE CODE

Sections:

- 11.18.010 Adoption of the 202~~25~~ California Fire Code, Part 9, Title 24 of the California Code of Regulations, which incorporates and amends the International Fire Code 202~~41~~ edition with certain local amendments.**
- 11.18.020 Amendments made to the California Fire Code.**
- 11.18.030 Special regulations.**
- 11.18.040 Appeals.**
- 11.18.050 New materials, processes or permits.**
- 11.18.060 Penalties.**

11.18.010 Adoption of the 202~~52~~ California Fire Code, Part 9, Title 24 of the California Code of Regulations, which incorporates and amends the International Fire Code 202~~41~~ edition with certain local amendments.

There is adopted and incorporated by reference herein as the City Fire Code for the purpose of enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encourage sustainable construction practices, the 202~~52~~ California Fire Code, Part 9, Title 24 California Code of Regulations, a portion of the California Building Standards Code and the 202~~41~~ International Code. Except as otherwise provided by this Chapter and Chapter 11.02 of the City

~~of Santee Municipal Code, planning, design, operation, construction, use and occupancy of every newly constructed building or structure shall conform with the 20252 California Green Building Code, published by the California Building Standards Commission.~~

- A. There is hereby adopted by the City Council of the City of Santee for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain Code known as the International Fire Code, including Appendi~~ces~~x ~~Chapters 4, B, BB, C, CC, E, F, G, and H, I and J.~~
- B. Published by the International Code Council, being particularly the 20244 Edition thereof and California Amendments thereto, as incorporated into California law under Title 24 of the California Code of Regulations, save and except such portions as are hereinafter deleted, modified or amended by Section 11.18.020 of this Ordinance.
- C. ~~At least one~~No less than three copies of these codes and standards have been, and are now filed in the office of the City Fire Department with one copy on file in the office of the City Clerk per Government Code Section 50022.6, and the same are adopted and incorporated as fully as if set out at length in this Chapter. From the date on which this Chapter shall take effect, the provisions thereof shall be controlling within the boundaries of the City. ~~(Ord. 605 § 4, 2022)~~

11.18.020 Amendments made to the California Fire Code.

The California Fire Code, 20252 Edition, is amended and changed in the following respects:

A. Chapter 1 AMENDED – General Provisions

- 1. Section 101.1 is **amended** to read as follows:

Section 101.1 Title. These regulations shall be known as the Fire Code of the City of Santee, hereinafter referred to as “this code.”

- 2. Section 103.1 is hereby **amended** to read as follows:

Section 103.1 Creation of Agency. The Office of the Fire Marshal is hereby created and the official in charge thereof shall be known as the “fire code official.” The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

BA. Chapter 3 AMENDED - General Precautions Against Fire

- 1. Section 307.4.3 is hereby **amended** to read as follows:

307.4.3 Portable ~~Q~~outdoor ~~F~~ireplaces. Portable outdoor fireplaces shall comply with all the following restrictions:

- a. ~~307.4.3.1~~Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions. The use of washing machine tub fireplaces and other similar devices is prohibited within ~~Santee~~ City of Santee limits.
- b. ~~307.4.3.2~~Portable outdoor fireplaces shall be constructed of steel or other approved non-combustible materials.
- c. ~~307.4.3.3~~During operation, the portable outdoor fireplace shall be covered with a metal screen or welded or woven wire mesh spark arrestor with openings no larger than $\frac{1}{4}$ " to reduce airborne embers.

- d. ~~307.4.3.4~~ Portable outdoor fireplaces shall only be used on a non-combustible surface or bare ground, void of all vegetation.
- e. ~~307.4.3.5~~ Portable outdoor fireplaces shall be operated at least 15 feet away from all combustible materials or structures and shall not be used under eaves, patio covers or other shade structures.
- f. ~~307.4.3.6~~ Portable outdoor fireplaces shall be supervised at all times and extinguished when no longer being used.
- g. ~~307.4.3.7~~ A garden hose or 4A fire extinguisher shall be readily available at all times when the outdoor portable fireplace is in operation.
- h. ~~307.4.3.8~~ The burning of trash, rubbish or paper products is strictly prohibited.
- i. ~~307.4.3.9~~ The Fire Code Official or other Fire Department representative is authorized to order extinguishment at any time because of misuse, objectionable situation, hazardous weather, or any other safety concern.

2. Section 307.4.43 is hereby **added** to read as follows:

307.4.4 “Red-flag” and Other High Fire Risk Conditions. Open burning including recreational fires and fires within portable outdoor fireplaces, shall not be permitted when a red-flag warning or a fire weather watch condition has been issued by the National Weather Service.

CB. Chapter 5 AMENDED - Fire Service Features

1. Section 503.2.1 is hereby **amended** ~~by replacing language~~ to read as follows:

503.2.1 Dimensions (Fire Apparatus Access Roads). Fire apparatus access roads shall have an unobstructed width of not less than 26 feet and an unobstructed vertical clearance of not less than 13 feet, 6 inches.

EXCEPTION: A fire apparatus access road may be reduced to an unobstructed width of not less than 16 feet (or other approved width) when in the opinion of the ~~Fire Chief~~ fire code official the number of vehicles using the roadway will not limit or impair adequate emergency fire department access.

2. Section 503.2.3 is hereby **amended** to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an approved paved surface. In new development, all underground utilities, hydrants, water mains, curbs, gutters and sidewalks must be installed and the drive surface shall be approved prior to combustibles being brought on site.

3. Section 503.3.1 Street Parking Prohibited, is **added** to read as follows:

503.3.1 Street Parking Prohibited. During “red-flag” warnings or fire weather watch conditions, street parking may be prohibited in areas determined to be at significant risk from wildfires, including areas identified as a fire hazard severity zone, so a wider pathway is available to support rapid evacuation when side-street parking narrows the road to a smaller width than the standards in Title

14, section 1273.01 of the California Code of Regulations. Such areas will be marked with signs approved by the fire code official.

43. Section 503.7 is hereby ~~added~~ ~~amended by adding subsection 503.7 and 503.8~~ to read as follows:

503.7 Gates Across Fire Apparatus Access Roads. All gates or other structures or devices which could obstruct fire access roadways or otherwise hinder emergency operations are prohibited unless they meet standards approved by the ~~Fire Chief/Fire Code Official~~ fire code official, and receive specific plan approval. Written plans shall be submitted for approval and approved prior to the installation of any gate or other similar obstruction. Gates shall be equipped with approved emergency locks or locking devices.

5. Section 503.8 is hereby added to read as follows:

503.8 Automatic Gates. All automatic gates across fire apparatus access roads shall be equipped with approved emergency key switches. Gates serving more than four residential dwellings or gates serving projects that, in the opinion of the ~~Fire Chief/Fire Code Official~~ fire code official, require a more rapid emergency response, shall also be equipped with an approved strobe activating sensor(s) to open the gate upon approach of emergency apparatus. All gates shall have a manual release device to open the gate upon power failure.

64. Section 505.3 is hereby ~~added~~ ~~is hereby amended by adding subsection 505.3~~ to read as follows:

505.3 Map/Directory. A lighted directory map meeting current Santee Fire Department standard may be required to be installed at each driveway entrance or other approved location(s) to multiple unit residential projects 15 units or more and other occupancies when in the opinion of the ~~Fire Chief~~ fire code official the directory will enhance emergency response to the project.

DE. Chapter 9 AMENDED – Fire Protection Systems

1. Section 903.2 is hereby ~~amended~~ ~~adding subsections 903.2(a) and 903.2(b)~~ to read as follows:

903.2 Where Required. Approved automatic sprinkler systems in new buildings and structures shall be provided in locations described in Sections 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21.

EXCEPTION: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries not required to have an automatic sprinkler system by Section 1207 for energy storage systems and standby engines, provided that those spaces or areas are quipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the California Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the California Building Code, or both.

a. **903.2(a) Automatic fire sprinkler system required.** The installation of an approved automatic fire sprinkler system shall be required in all buildings, regardless of size or occu-

pancy, and irrespective of any occupancy or area separation. Sprinklers shall also be required in all additions made to existing buildings equipped with automatic fire sprinkler system. "Fire ~~W~~walls" and "Area or Occupancy Separation Walls" regardless of construction rating shall not constitute separate buildings for purposes of determining fire sprinkler requirements. An approved fire sprinkler system shall be required in an existing non-sprinklered building when a change of occupancy classification occurs and would, in the opinion of the Fire Chief~~fire code official, increase the risk, hazard, or emergency response to the occupancy.~~

EXCEPTION: Kiosks, sheds, out-buildings, small temporary buildings and other small buildings may not need an automatic fire sprinkler system if in the opinion of the ~~Fire Chief~~fire code official, the site, and the use, does not pose a significant hazard.

- b. **903.2(b) Automatic fire sprinkler system required additions.** An approved automatic fire sprinkler system shall be installed in any existing non-sprinklered buildings where structural additions are made greater than 5,000 square feet or resulting in a 50% increase in the size of the building. In this situation the entire building is required to be equipped with an approved automatic fire sprinkler system.

EXCEPTION: Group R, Division 3 occupancies.

2. ~~Section 903.4.2 is hereby amended by replacing language to read as follows:~~

~~903.4.2 Alarms. One or more exterior approved audio/visual device(s) shall be connected to every automatic sprinkler system in an approved location. Such sprinkler water flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a building fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.~~

23. ~~Section 903.35.5 is hereby amended to read as follows:~~

903.3.5 Water Supplies. Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with Health and Safety Code 13114.7. For connections to public waterworks systems, the water supply test used for design of fire protection systems shall be adjusted to account for seasonal and daily pressure fluctuations based on information from the water supply authority and as approved by the fire code official. Hydraulic calculations shall include a 10% reduction from the source.

423. ~~Section 905 is hereby amended by adding Subsection 905.3(a) to read as follows:~~

~~905.3(a) Required installations. A wet standpipe system shall be installed in all levels of any parking structures below or above grade.~~

~~EFD~~. Chapter 23 AMENDED - Motor Fuel-Dispensing Facilities And Repair Garages

1. Section 2306.2.3 is hereby **amended** by replacing language for exception 3 to read as follows:

2306.2.3 Above-Ground Tanks Located Outside, Above Grade, exception 3.

3. Tanks containing fuels shall not exceed 1,500 gallons of Class I liquids, 12,000 gallons of Class II liquids in individual capacity and 26,000 gallons in aggregate capacity. Installations

with the maximum allowable capacity shall be separated from other installations by not less than 100 feet.

~~E. Chapter 49 AMENDED Requirements For Wildland Urban Interface (WUI) Areas~~

~~1. Section 4905.2 is hereby amended to read as follows:~~

~~4905.2 Construction methods and requirements within established limits.~~ Within the limits established by law, construction methods intended to mitigate wildfire exposure shall comply with the wildfire protection building construction requirements contained in the California Building Standards Code including the following:

- ~~1. California Building Code Chapter 7A,~~
- ~~2. California Residential Code Section R327,~~
- ~~3. California Reference Standards Code Chapter 12 7A~~
- ~~4. Santee Local Amendments~~
- ~~5. and applicable amendments~~

~~F. Section 4905 is hereby amended to read as follows:~~

~~4905.4 Special Fire Protection Requirements.~~

~~4905.4.1 Combustible fencing.~~ Fencing within Fire Hazard Severity Zones and/or Wildland Urban Interface Areas shall consist of noncombustible or approved materials. The closest five (5) feet of fencing to any structure shall be approved noncombustible.

~~4905.4.2 Outdoor fireplaces, barbecues and grills.~~ Outdoor fireplaces, barbecues and grills shall not be built, or installed in Fire Hazard Severity Zones and/or Wildland Urban Interface Areas without plan approval by the Fire Code Official. Portable outdoor fireplaces or other wood burning appliances shall be strictly prohibited within Fire Hazard Severity Zones and/or Wildland Urban Interface Areas.

~~4905.4.3 Spark arresters.~~ Chimneys serving fireplaces, barbecues, incinerators or decorative heating appliances in which solid or liquid fuel are used, shall be provided with a spark arrester of woven or welded wire screening of 12 gauge standard wire having openings not exceeding $\frac{1}{4}$ inch.

~~4905.4.4 Storage of firewood and combustible materials.~~ Firewood and combustible materials shall not be stored in unenclosed spaces beneath buildings or structures, or on decks, under eaves, canopies or other projections or overhangs and shall be stored at least 20 feet from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet.

~~4905.4.5 Water supply.~~ All water systems, specifically fire hydrants and storage tanks, must be approved by the Fire Department. Fire hydrants within Fire Hazard Severity Zones or Wildland Urban Interface Areas shall be spaced every 300 feet and shall have a fire flow of 2500 gallons per minute or a fire flow approved by the Fire Chief. Developments that require new or "stand alone" water storage facilities may also be required to provide secondary or back up systems, such as independently powered pumps that will ensure adequate water supply for firefighting emergencies.

~~4905.4.6 Wildland access.~~ To adequately deploy resources to protect structures threatened by wildfires, emergency access to wildland areas may be required. Access may include but is not limited to, gated vehicle access points and/or personnel corridors between homes or structures. The need, number, and location of wildland access points will be determined by the Fire Code Official.

~~2. Section 4906.3.1.1 is hereby amended to read as follows:~~

~~4906.3.1.1 Delineation of the 50 foot (15240 mm) and 100 foot (30.5 m) fuel management zones from all structures.~~

~~3. Section 4906.4.2.1 is hereby amended to read as follows:~~

4906.4.2.1 Non Fire-Resistant Vegetation. New trees not classified as fire-resistant vegetation, such as conifers, palms, pepper trees and eucalyptus species, shall not be permitted in WUI Areas.

4. Section 4907 is hereby amended adding subsections 4907.4, 4907.4.1, 4907.4.2 and 4907.4.3 as follows:

4907.4. Fuel Modified Defensible Space. All new developments, subdivisions or tracts that are planned in Fire Hazard Severity Zones and/or Wildland Urban Interface Areas shall have a minimum of 100 horizontal feet of "fuel modified" defensible space between structures and wildland areas. Depending on the percentage of slope and other wildland area characteristics, the Fuel Modified Defensible Space may be increased beyond 100 feet. Fuel Modified Defensible Space shall be comprised of two distinct brush management areas referred to as, "Zone One" and "Zone Two".

4907.4.1. Fuel Modified Defensible Space, Zone One. "Zone One" is the first 50 feet measured from the structure toward the wildland. This area is the least flammable, and consists of pavement, walkways, turf and permanently landscaped, irrigated and maintained ornamental planting. This vegetation should be kept in a well irrigated condition and cleared of dead material. This area requires year round maintenance. Fire resistive trees are allowed if placed or trimmed so that crowns are maintained more than 10 feet from the structure. Highly flammable trees such as, but not limited to conifers, eucalyptus, cypress, junipers and pepper trees are not allowed in WUI areas. This area shall be maintained by the property owner or applicable homeowners association(s).

4907.4.2. Fuel Modified Defensible Space, Zone Two. "Zone Two" is the second 50 feet of the 100 total feet of defensible space and is measured 50 feet from the structure to a total of 100 feet toward the wildland. Zone Two shall consist of low growing, fire resistant shrubs and ground covers. Average height of new plants for re-vegetation should be less than 24 inches. In this Zone, no more than 30% of the native, non irrigated vegetation shall be retained. This area requires inspection and periodic maintenance. This area shall be maintained by the property owner or applicable homeowners association(s).

4907.4.3. Defensible space adjacent to roadways. An area of 50 feet from each side of fire apparatus access roads and driveways shall be improved to "Zone One" standards and maintained clear of all but fire resistive vegetation. This area shall be maintained by the property owner or homeowners associations as with other defensible space areas. Defensible space adjacent to roadways may be increased to more than 50 feet on each side of a fire apparatus access road. This distance is to be determined by the approved Fire Protection Plan.

FGG. Chapter 56 AMENDED - Explosives aAnd Fireworks

1. Section 5607.16 is hereby added Chapter 56 is hereby amended by adding section 5607 to read as follows:

5607 Blasting

5607.16 Scope. Section 5607 is intended to regulate blasting operations within the City of Santee.

2. Section 5607.17 is hereby added to read as follows:

5607.17 Grading Ppermit Rrequired. Section 5609 shall apply to any project or construction operation where a grading permit is required. A grading permit must be approved and issued by the Engineering Department of the City of Santee prior to the issuance of a blasting permit issued by the Fire Department for blasting at construction sites.

3. Section 5607.18 is hereby added to read as follows:

5607.18 Definitions. For the purpose of this Division the following definitions shall apply:

Approved Blaster is a blaster who has been approved by the ~~fire code official~~ ~~Fire Chief~~ to conduct blasting operations in the City of Santee and who has been placed on the list of approved blasters.

Blaster is any person, corporation, contractor or other entity who uses, ignites, or sets off an explosive device or material.

Inspector is any person who has been approved by the ~~Fire Chief~~ ~~fire code official~~ to conduct pre and post blast inspections in the City of Santee.

Blasting Operations shall mean the use of an explosive device or explosive materials to destroy, modify, obliterate, or remove any obstruction of any kind from a piece of property.

Minor Blasting is any blasting operation associated with trenching operations, digging holes for utility poles, and other single shot operations.

Major Blasting is any other type of blasting operation.

Permit for Blasting is a written document issued by the Santee Fire Department wherein the blaster is given permission to blast within the City of Santee under specific terms and conditions for the operation.

Certificate of Insurance is a written document issued by an insurance company authorized to do business in the State of California stating that the insurance company has issued a policy of liability insurance covering property damage and bodily injuries resulting from blasting operations occurring in the City of Santee.

Explosive Permit is a written document issued by the San Diego County Sheriff's Department pursuant to Section 12000, et seq. of the California Health and Safety Code wherein the Sheriff's Department allows blasting with explosives to be done by the permittee under the conditions specified therein.

4. Section 5607.19 is hereby **added** to read as follows:

5607.19 Permit to Blast: All blasting operations within the City of Santee are prohibited unless permitted by the Santee Fire Department.

5. Section 5607.20 is hereby **added** to read as follows:

5607.20 Prerequisites. No Permit to Blast shall be granted or obtained unless the prerequisite conditions listed below are complied with and proof provided to the satisfaction of the Fire Department.

6. Section 5607.21 is hereby **added** to read as follows:

5607.21 Explosives Permit. The blaster shall obtain an explosives permit from the San Diego County Sheriff's Department and a copy thereof shall be placed on file with the Santee Fire Department.

7. Section 5607.22 is hereby **added** to read as follows:

5607.22 Santee Business License. The blaster shall obtain a business license from and issued by the Finance Department of the City of Santee and a copy thereof placed on file with the Santee Fire Department.

8. Section 5607.23 is hereby added to read as follows:

5607.23 Liability Insurance. The property owner/developer or general contractor shall obtain liability insurance covering the blaster's activities in the minimum amount of \$2,000,000 for property damage and \$1,000,000 for bodily injury. The property owner/developer or general contractor shall file a copy of the Certificate of Insurance with the Santee Fire Department. The blaster shall have liability insurance, property insurance, and bodily injury insurance in the minimum amount of \$500,000 each. A copy of the Certificate of Insurance of the blaster shall also be filed with the Santee Fire Department by the property owner/developer or general contractor. The City of Santee shall be named as Co-Insured.

9. Section 5607.24 is hereby added to read as follows:

5607.24 Blaster's Qualifications. The blaster's qualifications shall be reviewed by the fire code official Fire Chief. Approval and placement on the list of approved blasters shall be based upon a review of the blaster's qualifications, past safety record, and history of complaints of job performance. Failure on the part of the blaster to comply with the terms and conditions under which approval is granted may result in suspension from the list of approved blasters for a period not exceeding one year.

10. Section 5607.25 is hereby added to read as follows:

5607.25 Permit Filing. A copy of the Permit to Blast shall be kept on file with the Santee Fire Department at 10601 Magnolia Ave., Santee, California 92071. A copy of the Permit to Blast shall be retained by the general contractor or property owner/developer and by the blaster and shall be available at the job site for public or official inspection at all times during blasting operations.

11. Section 5607.26 is hereby added to read as follows:

5607.26 Cancellation of Permit. A Permit to Blast is required to be cancelled with the Fire Department when a blaster completes or discontinues, for thirty ~~(30)~~ days, blasting operations at a construction site.

12. Section 5607.27 is hereby added to read as follows:

5607.27 Renewal. A Permit to Blast must be renewed with the Fire Department before any blasting operations are continued or resumed.

13. Section 5607.28 is hereby added to read as follows:

5607.28 Blasting Operation Procedures. After the Permit to Blast has been issued, the blaster shall comply with the following procedures.

14. Section 5607.29 is hereby added to read as follows:

5607.29 Notification of Blasting Operation. The contractor or property owner/developer shall give reasonable notice in writing at the time of issuance of building permit, grading permit or encroachment license to all residences or businesses within 600 feet of any potential blast location. The notice shall be in a form approved by the Fire Chieffire code official.

Any resident or business receiving such notice may request of the Fire Department that the blaster give a 12 hours advance notice of impending blast. The general contractor or property owner/developer shall obtain the advanced notification list of residents and businesses from the Fire Department, and shall make every reasonable effort to contact any and all parties requesting the second advanced notice.

15. Section 5607.30 is hereby added to read as follows:

5607.30 Inspections. Inspections of all structures within 300 feet of the blast site shall be made before blasting operations. The person(s) inspecting shall obtain the permission of the building owner prior to conducting the inspection. The inspections shall be performed by a qualified person(s) approved by the Fire Chieffire code official, and employed by the blaster or project contractor. The inspection shall be only for the purpose of determining the existence of any visible or reasonably recognizable pre-existing defects or damages in any structure. Waiver of such inspection shall be in writing by owner(s), and persons who have vested interest, control, custody, lease or rental responsibility of said property or their legally recognized agent. Post blast inspections shall be required upon receipt of a complaint of property damage by the person in charge of the property. Damage must be reported to the Fire Department within one year of the completion of blasting operations.

16. Section 5607.31 is hereby added to read as follows:

5607.31 Inspection Report. Complete inspection reports identifying all findings or inspection waivers shall be signed by the inspector and property owners or owner's agent. Such inspection reports shall be retained by the inspecting agency, but shall be immediately available to the Fire Department and individuals directly involved in alleged damage complaints.

17. Section 5607.32 is hereby added to read as follows:

5607.32 Inspection Waiver Report. The inspector shall file with the Fire Department a summary report identifying address, occupant/owner's name, time and date of inspections, and any inspection waiver signed by property owner or owner's agent, with an explanation as to why an inspection of a specific structure was not made. This summary and waiver report shall be signed by the inspector.

18. Section 5607.33 is hereby added to read as follows:

5607.33 Blasting Hours. Blasting shall only be permitted between the hours of 9:00 am and 4:00 pm during any weekday, Monday through Friday, unless special circumstances warrant another time of day and special approval is granted by the fire code officialFire Chief.

19. Section 5607.34 is hereby added to read as follows:

5607.34 Fire Department Inspections. The blaster shall permit Fire Department personnel to inspect the blast site and blast materials or explosives at any reasonable time.

20. Section 5607.35 is hereby added to read as follows:

5607.35 Fire Department Wwitness of Blasting. If a Fire Department witness is desired by the general contractor, and or blaster, arrangements shall be made at least 12 hours prior to the blast. Confirmation shall be made to the Fire Department no less than one hour prior to the blast. The Fire Department may assign a Department member to be present and observe the blast at their discretion.

21. Section 5607.36 is hereby added to read as follows:

5607.36 Blast Notification to Fire Department. The blasting companies are required to notify the Fire Department on the day of a tentative blasting operation, between the hours of 8:00 am and 8:30 am.

22. Section 5607.37 is hereby added to read as follows:

5607.37 Seismograph Monitoring. All blasting operations shall be monitored by an approved seismograph located at the nearest constructed structure. All daily seismograph reports shall be forwarded to the Fire Department by the end of the blast week.

EXCEPTION: Public Utility Companies are not required to seismographically monitor minor blasting operations.

23. Section 5607.38 is hereby added to read as follows:

5607.38 Confiscation. Any explosives which are illegally manufactured, sold, given away, delivered, stored, used, possessed, or transported shall be subject to immediate seizure by the fire code official Fire Chief, issuing authority, or peace officer. When a permit has been revoked or has expired and is not immediately renewed, any explosive is subject to immediate seizure.

24. Section 5607.39 is hereby added to read as follows:

5607.39 Complaints Regarding Blasting Operations. Post-blast inspections shall be required on all structures for which complaints, alleging blast damage, have been received. Such inspections shall be written within thirty (30) days of receipt of complaint.

25. Section 5607.40 is hereby added to read as follows:

5607.40 Fee for Permit to Blast. The blaster shall pay a fee for the Permit to Blast designated within the Fire Department Schedule of Fees. Unless otherwise designated within the approved Schedule of Fees, a Permit to Blast shall be site specific and a separate fee shall be charged to each Blast operation or for each Permit to Blast issued.

26. Section 5607.41 is hereby added to read as follows:

5607.41 Fire Department Conditions. The Santee Fire Department may impose such additional conditions and procedures as it deems are reasonably necessary to protect the public health and safety based upon the peculiar and individual facts and circumstances of a particular blasting operation. The Fire Department shall provide the blaster with the additional conditions or procedures in writing and the blaster shall comply with those requirements until such time as the Fire Department is satisfied they are no longer required and cancels the additional requirements.

~~Ord. 605 § 4, 2022~~

11.18.030 Special regulations.

A. **Establishment of geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited.** The limits referred to in Section 5704.2.9.6.1 of the International Fire Code in which the storage of flammable or combustible liquids in above-ground tanks outside of buildings is prohibited are hereby established as the jurisdictional limits of the City.

The storage of Class I and Class II liquids in above ground tanks outside of buildings is prohibited in all residential zones within the City of Santee. The storage of Class I and Class II liquids in above ground tanks for motor vehicle fuel-dispensing may be allowed in commercial or industrial zones within the City, providing that applicable provisions of Chapter 23 and 57 are met, and if in the opinion of the fire code official~~Fire Chief~~, the site, and the use, does not pose a significant hazard.

B. **Establishment of geographic limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited.** The limits referred to in Section 5706.2.4.4 of the International Fire Code in which the storage of flammable or combustible liquids in above-ground tanks is prohibited are hereby established as the jurisdictional limits of the City.

The storage of Class I and Class II liquids in above ground tanks is prohibited in all residential zones within the City of Santee. The storage of Class I and Class II liquids in above ground tanks for motor vehicle fuel-dispensing may be allowed in commercial or industrial zones within the City, providing that applicable provisions of Chapter 23 and 57 are met, and if in the opinion of the fire code official~~Fire Chief~~, the site, and the use, does not pose a significant hazard.

C. **Establishment of geographic limits in which the storage of liquefied petroleum gases is restricted for the protection of heavily populated or congested areas.** The limits referred to in Section 6104.2 of the International Fire Code, in which the storage of liquefied petroleum gas is restricted, are hereby established as the jurisdictional limits of the City.

The storage of liquefied petroleum gases are prohibited within residential zones within the City of Santee. The storage of liquefied petroleum gases are allowed within commercial or industrial zones within the City of Santee to a maximum quantity of 2,000-gallon water capacity, providing all applicable provisions of Chapter 61 are met, and in the opinion of the ~~Fire Chief~~fire code official, the site, and the use, does not pose a significant hazard.

EXCEPTION: Liquefied Petroleum Gas may be allowed for residential use where no other gas service is provided and the quantity, location and use do not pose a significant problem.

D. **Establishment of limits of districts in which storage of explosives and blasting agents is prohibited.** Limits in which storage of explosives and blasting agents is prohibited, are hereby established as the jurisdictional limits of the City.

Permanent storage of explosives and/or blasting agents shall be strictly prohibited within the City of Santee. Temporary storage may be allowed during set-up for excavation, demonstration, or other use,

when proper permits have been obtained, all applicable provisions of Chapter 56 have been met, and when in the opinion of the ~~Fire Chief~~~~fire code official~~, there are no significant hazards.

EXCEPTION: Small quantities of black powder and explosive materials may be stored and used when they are permitted by the applicable law enforcement agency and permitted by the Fire Department.

E. **Establishment of geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited.** The limits referred to in Section 5806.2 of the International Fire Code, in which the storage of flammable cryogenic fluids in stationary containers is prohibited are hereby established as follows:

The storage of flammable cryogenic fluids is prohibited within the City of Santee. ~~(Ord. 605 § 4, 2022)~~

11.18.040 Appeals.

Whenever the ~~Fire Marshal~~~~Fire Chief~~~~disapproves~~ an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply, or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the ~~Fire Chief~~~~Fire Marshal~~ to the City Council. A letter of appeal shall be submitted to the City Clerk within 30 days from the date of the decision being appealed. The appeal shall be heard by the City Council at the next available meeting. ~~(Ord. 605 § 4, 2022)~~

11.18.050 New materials, processes or permits.

The City Manager, the Fire Chief and the Fire Marshal shall act as a committee to determine and specify, after giving affected person an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the California Fire Code and International Fire Code. The Fire Marshal shall post such list in a conspicuous place in the office of the City Clerk, at the bureau of fire prevention and distribute copies thereof to interested persons. ~~(Ord. 605 § 4, 2022)~~

11.18.060 Penalties.

- A. Any person who violates any provision of this Ordinance or of the code or standards adopted by reference in this Ordinance, is guilty of a misdemeanor. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten~~(10)~~ days that prohibited conditions are maintained shall constitute a separate offense.
- B. The application of the above penalties shall not prevent the enforced removal of prohibited conditions. ~~(Ord. 605 § 4, 2022)~~

Chapter 11.20

CALIFORNIA EXISTING BUILDING CODE

Section:

11.20.010 **Adoption of the 20252 California Existing Building Code, Part 10, Title 24 of the California Code of Regulations.**

11.20.010 **Adoption of the 20252 California Existing Building Code, Part 10, Title 24 of the California Code of Regulations.**

The California Existing Building Code, 20252 Edition, is adopted by reference without change. (~~Ord. 605 § 4, 2022~~)

Chapter 11.22

CALIFORNIA GREEN BUILDING STANDARDS CODE

Section:

11.22.010 **Adoption of the 20252 California Green Building Standards Code, Part 11, Title 24 of the California Code of Regulations.**

11.22.010 **Adoption of the 20252 California Green Building Standards Code, Part 11, Title 24 of the California Code of Regulations.**

There is adopted and incorporated by reference herein as the City Green Building Standards Code for the purpose of enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encourage sustainable construction practices, the 20252 California Green Building Standards Code, Part 11, Title 24 California Code of Regulations, a portion of the California Building Standards Code. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, planning, design, operation, construction, use and occupancy of every newly constructed building or structure shall conform with the 20252 California Green Building Standards Code, published by the California Building Standards Commission. (~~Ord. 605 § 4, 2022~~)

Chapter 11.24

CONSTRUCTION AND IMPROVEMENT STANDARDS

[No changes]

Chapter 11.26

REFERENCED STANDARDS CODE

Section:

11.26.010 Adoption of the 202~~52~~ California Referenced Standards Code, Part 11, Title 24 of the California Code of Regulations.

11.26.010 Adoption of the 202~~52~~ California Referenced Standards Code, Part 11, Title 24 of the California Code of Regulations.

The California Referenced Standards Code, 202~~52~~ edition, is adopted by reference without change. ([Ord. 605 § 4, 2022](#))

Chapter 11.28

HOUSING REGULATIONS

[No changes]

Chapter 11.30

ABANDONED RESIDENTIAL PROPERTY REGISTRATION

[No changes]

Chapter 11.32

SWIMMING POOLS

[No changes]

Chapter 11.34

MOVING AND TEMPORARY STORAGE OF BUILDINGS AND STRUCTURES

[No changes]

Chapter 11.36

FLOOD DAMAGE PREVENTION

11.36.050 Definitions.

Unless specifically defined in this section, words or phrases used in this chapter will be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

...

“Building Code” means code for the purpose of prescribing regulations in the City of Santee for the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings and structures as defined in section 11.04.010

...

“Flood Resistant” includes materials that are specifically designed to prevent damages associated with flooding as described in American Society of Civil Engineers publication ASCE 24-14.

“Flood Control Project” means any grading or construction that is conducted in any special flood hazard area.

“Flood Insurance Rate Map (FIRM)” means the official map dated ~~June 15, 1984~~~~March 22, 2022~~, as subsequently amended, and revisions to such maps, are hereby adopted by reference as a part of these regulations and serve as the basis for establishing flood hazard areas on which the Federal Emergency Management Agency or Federal Insurance and Mitigation Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community. Maps that establish flood hazard areas are on file at the Department of Engineering 10601 Magnolia Avenue, Santee, CA 92071.

“Flood Insurance Study” means ~~the official report, dated December 15, 1983 as subsequently amended and provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map (FIRM), the Flood Boundary and Floodway Map and the water surface elevation of the base flood. The Flood Insurance Study for San Diego County, California and Incorporated Areas dated March 22, 2022, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are hereby adopted by reference as a part of these regulations and serve as the basis for establishing flood hazard areas. Where the building code establishes flood hazard areas, such areas are established by this section. Additional maps and studies, when specifically adopted, supplement the FIS and FIRMs to establish additional flood hazard areas. Maps and studies that establish flood hazard areas are on file at the Department of Engineering 10601 Magnolia Avenue, Santee, CA 92071.~~

...

“Market Value” means the estimated cost of the improvement as established in writing by a knowledgeable real estate broker or appraiser.

...

11.36.070 Basis for establishing areas of special flood hazard.

The engineering analysis entitled “San Diego River Flood Study,” dated July 8, 1992, by BSI Consultants, Inc., based on Table 11.36.070A, is adopted by reference and declared to be a part of this chapter, as well as the Flood Insurance Study for San Diego County, California and Incorporated Areas dated March 22, 2022, and all subsequent amendments and revisions to such maps, are hereby adopted by reference as a part of these regulations and serve as the basis for establishing flood hazard areas. Where the building code establishes

~~flood hazard areas, such areas are established by this section. Additional maps and studies, when specifically adopted, supplement the FIS and FIRMs to establish additional flood hazard areas. Maps and studies that establish flood hazard areas are on file at the Department of Engineering 10601 Magnolia Avenue, Santee, CA 92071. the FIRM dated June 15, 1984, as amended, and the Flood Insurance Study dated December 15, 1983, as amended. The flood studies are on file at the City Engineer's office.~~ The flood studies are the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the City Council by the Floodplain Administrator.

11.36.140 Duties and responsibilities of the Administrator.

The duties and responsibilities of the administrator include, but are not limited to:

...

- D. Alteration of Watercourses. It is the responsibility of the Floodplain Administrator to:
 1. Notify adjacent communities and the State Department of Water Resources prior to any alteration or relocation of a watercourse that can result in base flood elevation changes, and, within six months of information becoming available or project completion, whichever is first, submit technical or scientific data or assure that a permit applicant submits technical or scientific data to the Federal Emergency Management Agency for a letter of map revision. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and flood plain management requirements will be based upon current data.
 2. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a qualified CA Licensed Civil Engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant. Provided FEMA issues a Conditional Letter of Map Revision, construction of proposed flood control projects and land preparation for development are permitted, including clearing, excavation, grading, and filling. Permits for construction of buildings shall not be issued until the applicant satisfies the FEMA requirements for issuance of a Letter of Map Revision.
 3. It is required that the flood-carrying capacity of the altered or relocated portion of such watercourse be maintained by the community.

11.36.150 Standards of construction.

In all areas of special flood hazard, the following standards are required and shall be in conformance with American Society of Civil Engineers ASCE 24 – 14 Flood Resistant Design and Construction:

...

C. Elevation and Floodproofing.

1. New construction and substantial improvement of any structure elevate the lowest floor, including basement floor, to the highest elevation required as follows:
 - a. To the height required by the Residential Building Code;

- b. In AE, AH, A1-30 Zones, to ~~or-1 foot~~ above the base flood elevation as determined by the Floodplain Administrator;
- c. In an AO Zone, above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least two feet above the highest adjacent grade if no depth number is specified;
- d. In an A Zone, without BFEs specified on the FIRM, to ~~or above 1 foot above~~ the base flood elevation as determined by the Floodplain Administrator;
- e. Notification of compliance must be recorded as set forth in Section 11.36.140(C).

2. Nonresidential construction must either be elevated in conformance with subdivision 1 or 2 of this subsection or:

- a. Together with attendant utility and sanitary facilities, be floodproofed to ~~the 1 foot above the~~ base flood elevation as determined by the Floodplain Administrator so that the structure is watertight with walls substantially impermeable to the passage of water; and
- b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
- c. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certification must be provided to the official set forth in Section 11.36.140(C)(1).

Examples of floodproofing include, but are not limited to:

- a. Installation of watertight doors, bulkheads, and shutters;
- b. Reinforcement of walls to resist water pressure;
- c. Use of paints, membranes, or mortars to reduce seepage through walls;
- d. Addition of mass or weight to structure to resist flotation;
- e. ArmourArmor protection of all fill materials from scour and/or erosion.

3. Manufactured homes must meet the above standards and also the standards in Section 11.36.190.

4. Require, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are subject to flooding must be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or exceed the following minimum criteria:

- a. Either a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding must be provided. The bottom of all openings must be not higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters; or
- b. Be certified to comply with a local floodproofing standard approved by the Federal Insurance and Mitigation Administration. (Ord. 564 § 3, 2019)

11.36.190 Standards for mobile manufactured homes and manufactured home parks and subdivisions.

A. All new manufactured homes, additions to manufactured homes, and manufactured homes that are substantially improved must be set on permanent foundation so that the lowest floor is elevated to ~~or-1 foot~~ above the base flood elevation as determined by the Floodplain Administrator. The manufactured home chassis must be supported by reinforced piers or other foundation elements of at least equivalent strength

that are no less than 36 inches in height above grade and securely anchored to a permanent foundation to resist flotation collapse, or lateral movement. As set forth in Section 11.36.140(C)(1), certification meeting the standards above is required of the installer or State agency responsible for regulating the placement, installation, and anchoring of individual manufactured home units.

- B. The following standards are required for:
 - 1. Manufactured homes not placed in manufactured home parks or subdivisions;
 - 2. New manufactured home parks or subdivisions;
 - 3. Expansions to existing manufactured home parks or subdivisions; and
 - 4. Repair, reconstruction, or improvements to existing manufactured home parks or subdivisions that equals or exceeds 50% of the value of the streets, utilities, and pads before the repair, reconstruction or improvement commenced.
 - a. Adequate surface drainage and access for a hauler must be provided,
 - b. All manufactured homes must be placed on pads or lots elevated on compacted fill or on pilings so that the lowest floor of the manufactured home is at least one foot above the base flood level. If elevated on pilings:
 - i. The lots must be large enough to permit, and
 - ii. The pilings must be placed in stable soil no more than 10 feet apart, and
 - iii. Reinforcement must be provided for pilings more than six feet above ground level.
- C. No manufactured home may be placed in a floodway, except in an existing manufactured home park or existing manufactured home subdivision.
- D. No manufactured home may be placed in a coastal high hazard area, except in an existing manufactured home park or an existing manufactured home subdivision.
- E. Certification of compliance is required of the developer responsible for the plan or State agency responsible for regulating manufactured home placement. (Ord. 564 § 3, 2019)

Chapter 11.38

DRAINAGE AND WATERCOURSES

[No changes]

Chapter 11.40

EXCAVATION AND GRADING

[No changes]

Chapter 11.42

IMPROVEMENTS REIMBURSEMENT

[No changes]

Chapter 11.44

UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS

[No changes]

Chapter 11.48

HISTORICAL LANDMARKS

[No changes]

Chapter 11.50

**ELECTRIC VEHICLE CHARGING SYSTEMS EXPEDITED, STREAMLINED PERMITTING
PROCESS**

[No changes]



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 20

MEETING DATE December 10, 2025

ITEM TITLE CONSIDERATION OF AN URGENCY ORDINANCE (4/5 VOTE REQUIRED) AND PUBLIC HEARING AND FIRST READING OF A REGULAR ORDINANCE AMENDING TITLE 13, CHAPTER 10, SECTION 045 OF THE SANTEE MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO COMPLY WITH RECENT CHANGES IN STATE LAW, AND FINDING THE ACTIONS TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17

DIRECTOR/DEPARTMENT Shawn Hagerty, City Attorney
Sandi Sawa, Planning and Building 

SUMMARY

As in prior years, the state legislature has again passed several year-end bills that impose new limits on local authority to regulate accessory dwelling units (ADU) and junior accessory dwelling units (JADU). Also as in prior years, if corresponding changes are not adopted by local ordinance prior to January 1, 2026, existing ADU ordinances become null and void as of the first of the year. If that were to happen, a city's ability to review ADU and JADU applications would be limited to the few default standards imposed by state ADU law, which would create a current and immediate threat to public health, safety or welfare because, without local regulations governing such things as height, setback, maximum size, and parking, the default statutory standards alone would threaten the character of existing neighborhoods and negatively impact property values, personal privacy, and fire safety.

To ensure that the City's ADU ordinance, found at Section 13.10.045 of the Santee Municipal Code (SMC), both remains in effect and reflects the new state laws without lapse, staff is recommending a two-step approach to ensuring the SMC is timely updated.

First, City Council is asked to adopt an urgency ordinance amending SMC Section 13.10.045 to reflect the new state ADU and JADU regulations that become effective statewide on January 1, 2026. Urgency ordinances take effect immediately and can remain in effect for 45 days, which will ensure City compliance as of January 1, 2026, and allow the City to avoid potential inconsistencies among ADU/JADU standards while a permanent ordinance is under consideration. An urgency ordinance requires adoption by a 4/5th majority of City Council.

Second, City Council is asked to conduct a public hearing and first reading of a "regular" ordinance that would make the same amendments to SMC Section 13.10.045 permanent. If introduced and heard at tonight's meeting, a second reading and adoption can be scheduled for City Council's January 13, 2026 regular meeting.

The associated changes to the SMC comply with four new bills that were recently enacted to further amend state ADU law, as discussed in full in the Staff Report.





CITY OF SANTEE

COUNCIL AGENDA STATEMENT

FINANCIAL STATEMENT

JJ for HJ

None.

CEQA ANALYSIS

Under California Public Resources Code § 21080.17, the California Environmental Quality Act (CEQA) does not apply to the adoption of an ordinance by a city or county implementing the provisions of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law. Therefore, the adoption of the proposed urgency ordinance is statutorily exempt from CEQA in that it implements state ADU law.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION

JJ for WLC

1. Find that the adoption of the proposed urgency ordinance and regular ordinance is statutorily exempt from review under CEQA by Public Resources Code § 21080.17; and
2. Adopt an urgency ordinance entitled: "An Urgency Ordinance of The City Council of the City of Santee Amending Title 13, Chapter 10, Section 045 of the Santee Municipal Code Relating to Accessory Dwelling Units and Junior Accessory Dwelling Units to Comply with Recent Changes in State Law, and Finding The Action to be Statutorily Exempt from CEQA under Public Resources Code § 21080.17; and
3. Open, conduct, and close the public hearing on an ordinance amending Title 13, Chapter 10, Section 045 of the Santee Municipal Code; and
4. Introduce and conduct the first reading of an ordinance amending Title 13, Chapter 10, Section 045 of the Santee Municipal Code; and
5. Set and conduct the second reading of an ordinance amending Title 13, Chapter 10, Section 045 of the Santee Municipal Code for January 13, 2026.

ATTACHMENT

Staff Report
Urgency Ordinance
Regular Ordinance



STAFF REPORT

December 10, 2025

CONSIDERATION OF AN URGENCY ORDINANCE (4/5 VOTE REQUIRED) AND PUBLIC HEARING AND FIRST READING OF A REGULAR ORDINANCE AMENDING TITLE 13, CHAPTER 10, SECTION 45 OF THE SANTEE MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO COMPLY WITH RECENT CHANGES IN STATE LAW, AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17

In recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that impose new limits on local authority to regulate Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). In late 2025, four new bills were enacted that further amend state ADU law as summarized below.

1. AB 462 – Coastal Development Permits; Disaster-Affected Areas

AB 462 modifies several permitting requirements associated with processing Coastal Development Permits (CDP) for ADUs located in the Coastal Zone.

Beyond changes to CDP processing, AB 462 modifies the rules governing the issuance of a certificate of occupancy (CofO) for an ADU. Historically, state law has prohibited a local agency from issuing a CofO for an ADU before one is issued for the primary dwelling (i.e., the primary dwelling must have a CofO before the ADU can receive one). AB 462 creates a narrow exception to this prohibition for detached ADUs when all of the following conditions are satisfied: (1) the Governor has declared a state of emergency for the county on or after February 1, 2025; (2) the primary dwelling was substantially damaged or destroyed by an event referenced in the state of emergency proclamation; and (3) the ADU has been issued construction permits and passed all required inspections. (Gov. Code, § 66328(b).) If these conditions are satisfied, the detached ADU can receive a CofO before the primary dwelling. In all other scenarios, the primary dwelling still needs a CofO before one can be issued for an ADU.

AB 462 was enacted as an urgency measure that took effect immediately when signed by the Governor (on October 10, 2025).

The following three bills were enacted as non-urgency measures and take effect on January 1, 2026.

2. AB 1154 – JADU Owner-Occupancy; Short-Term Rental

When a JADU is developed, existing state law requires a property owner to reside in the JADU or remaining portion of the single-family dwelling. AB 1154 narrows this requirement to now only apply when a JADU shares sanitation facilities (bathroom) with

the single-family dwelling. If the JADU has its own bathroom, then the property owner does not have to reside on the property at all. (See amended Gov. Code, § 66333(b).)

AB 1154 also expressly prohibits JADUs from being used as short-term rentals (i.e., rented for a term shorter than 30 days). (See amended Gov. Code, § 66333(g).) Most ADU ordinances already included this prohibition (as well as prohibiting ADUs from being used as short-term rentals). But now it's required by state law.

3. SB 9; SB 543 – ADU Ordinance Submittal to HCD; Approval

Under existing law, local agencies are required to submit a copy of their ADU ordinance to the California Department of Housing and Community Development (HCD) within 60 days of adoption.

This year's SB 9¹ and SB 543 create a penalty for failing to do so by rendering null and void any local ordinance that is not submitted to HCD within 60 days of adoption. (See amended Gov. Code, § 66326(d); new Gov. Code, § 66333.5(d).) The bills further specify that a local ADU ordinance is null and void if HCD issues findings that the ordinance does not comply with state law and the local agency fails to respond to HCD within 30 days. (*Id.*)

4. SB 543 – ADU Size; Number of ADUs; Impact Fees; Permitting Timeline

SB 543 makes numerous changes and clarifications to state ADU law, the most notable of which are summarized below.

ADU & JADU Size

Existing law limits the maximum size of a JADU to 500 square feet and prohibits local ADU ordinances from imposing certain development standards that would prevent an ADU created under Government Code section 66314 through 66322 from being at least 800 square feet.

SB 543 amends state ADU law to specify that allowable square footage of an ADU or JADU refers to square footage of "interior livable space." (See amended Gov. Code, § 66313(d), 66321(b)(2).)

Impact Fees

Existing law exempts ADUs that are 750 square feet or smaller from development impacts fees (DIFs).

¹ Not to be confused with the SB 9 of 2021 (Stats. 2021, Ch. 162) regarding urban lot splits and second primary dwelling units.

SB 543 clarifies that DIFs may not be imposed on an ADU that has 750 or fewer square feet of *interior* livable space or on a JADU with 500 or fewer square feet of interior livable space.

The bill also exempts an ADU or JADU with fewer than 500 square feet of interior livable space from school impact fees. (See amended Gov. Code, § 66311.5.)

Quantity of ADUs Created Under Government Code Section 66323

Existing state law creates four categories of ADUs that must be approved if they comply with the limited standards provided in Government Code section 66323(a)(1)–(4). These are:

- (1) a converted ADU and JADU created on a lot with a proposed or existing single-family dwelling (Gov. Code, § 66323(a)(1));
- (2) a detached ADU created on a lot with a proposed or existing single-family dwelling (Gov. Code, § 66323(a)(2));
- (3) converted ADUs created in an existing multifamily dwelling (Gov. Code, § 66323(a)(3)); and
- (4) detached ADUs created on a lot with a proposed or existing multifamily dwelling.

For some time, there has been uncertainty as to whether ADUs created under Government Code section 66323 could be combined. Some practitioners interpreted the statute to not require local agencies to allow combinations. Initially, HCD took the same position, in its 2020 ADU Handbook. But for the last few years, HCD has taken the opposite position: that yes, combinations are permitted. (See HCD January 2025 ADU Handbook, at p. 19 [“[P]ursuant to Government Code section 66323, subdivision (a), local governments must allow units created pursuant to subparagraphs (1) and (2) together or (3) and (4) together”].)

SB 543 codifies HCD’s most recent interpretation by amending Government Code section 66323 to specifically allow combinations. Thus, a lot with a multifamily dwelling can now have a converted ADU or ADUs created under section 66323(a)(3) and detached ADUs created under section 66323(a)(4). And a lot with a single family dwelling can now have a converted ADU and a JADU created under section 66323(a)(1) and a detached ADU created under section 66323(a)(2).

ADU Permitting Process

Existing law has long required local agencies to approve or deny an ADU application within 60 days of receiving a complete application. However, state law was silent with respect to incompleteness determinations, subsequent resubmittals, and appealing local decisions on ADU applications.

SB 543 requires local agencies to now:

- (1) determine whether an ADU application is complete within 15 business days of submittal;
- (2) if the application is incomplete, within the same 15 days provide the applicant with a list of incomplete items and how to address them;
- (3) review a resubmitted application for completeness within 15 business days;
- (4) provide the applicant with a written appeal process for any incompleteness determination or denial (to the Planning Commission or City Council, or both); and
- (5) provide a final written determination on the appeal within 60 business days of receiving the appeal). (See amended Gov. Code, §§ 66317 [ADUs], 66335 [JADUs].)

NEXT STEPS & RECOMMENDATION:

AB 462 took effect immediately when signed and technically does not require any change to a local ADU ordinance; but the City needs to follow the new rules for CDP processing and issuance of a CofO, if applicable. The remaining bills take effect January 1, 2026.

For the City's ADU ordinance to remain valid and enforceable, it must comply with requirements of these bills by January 1, 2026, or the City's entire existing ADU ordinance becomes null and void as a matter of law and the City will have to allow ADUs with no regulation except for the few requirements imposed in the state ADU law itself. The approval of ADUs and JADUs based solely on these default statutory standards, without local regulations governing height, setback, landscape, and architectural review, among other things, would threaten the character of existing neighborhoods and negatively impact property values, personal privacy, and fire safety.

Typically, an ordinance affecting planning and zoning is approved by the Council after a public hearing and a first reading and introduction followed by a second reading at a subsequent regular City Council meeting and the ordinance takes effect 30 days following adoption. Since only one regular City Council meeting remains before the first of the year, there is not enough time to follow the typical two-meeting adoption process prior to the January 1, 2026 compliance deadline. As a result, staff is recommending that City Council both adopt this ordinance as an urgency measure, which becomes effective immediately but remains in place only temporarily, and conduct a public hearing and first reading of a regular ordinance that makes the same substantive changes permanent, but requires additional time to take effect.

Adopting the proposed ordinances (Attachments 1 and 2) ensures that the City's ADU ordinance will remain in compliance with state law without default. For the above reasons, therefore, staffs recommends that the City Council adopt the proposed urgency ordinance (Attachment 1), which will ensure that the City's ADU ordinance remains valid on January 1, 2026, and conduct a public hearing and first reading of the regular ordinance (Attachment 2) and set it for second reading on January 13, 2026, which, upon adoption, will make the changes permanent.

ENVIRONMENTAL REVIEW:

Under California Public Resources Code § 21080.17, CEQA does not apply to the adoption of an ordinance by a city implementing the provisions of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements state ADU law.

ATTACHMENTS:

1. Updated ADU Ordinance with Tracked Changes
2. Proposed Urgency Ordinance
3. Proposed Regular Ordinance

Chapter 13.10. RESIDENTIAL DISTRICTS

§13.10.045. Accessory dwelling units.

- A. Purpose. The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Chapter 13 of Division 1 of Title 7 of the California Government Code.
- B. Effect of Conforming. An ADU or JADU that conforms to the standards in this section will not be:
 1. Deemed to be inconsistent with the City's general plan and zoning designation for the lot on which the ADU or JADU is located.
 2. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
 3. Considered in the application of any local ordinance, policy, or program to limit residential growth.
 4. Required to correct a nonconforming zoning condition, as defined in subsection (C)(10) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code Section 17980.12.
- C. Definitions. As used in this section, terms are defined as follows:
 1. "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - a. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
 - b. A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
 2. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.
 3. "Attached accessory dwelling unit" means an attached ADU that shares at least one wall with the primary dwelling.
 4. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
 5. "Detached accessory dwelling unit" means a detached ADU that does not share any wall with the primary dwelling.
 6. "Efficiency kitchen" means a kitchen that includes each of the following:
 - a. A cooking facility with appliances.

- b. A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the ADU or JADU.
- 7. "Junior accessory dwelling unit" or "JADU" means a residential unit that satisfies all of the following:
 - a. It is no more than 500 square feet of interior livable space in size.
 - b. It is contained entirely within an existing or proposed single-family residence. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family residence.
 - c. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family residence.
 - d. Contains its own separate bathroom or, if it does not include a separate bathroom, contains an interior entrance to the main living area of the existing or proposed single-family residence.
 - e. Contains an exterior entrance that is separate from the main entrance to the proposed or existing single-family residence.
 - f. It includes an efficiency kitchen, as defined in subsection (C)(6) above.
- 8. "Livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.
- 9. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- 10. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.
- 11. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
- 12. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- 13. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- 14. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

D. General Provisions. The following requirements apply to all ADUs and JADUs that are approved under subsections **(F)** and **(G)** below.

- 1. Zoning.
 - a. An ADU or JADU subject only to the limited requirements in subsection **(F)** below may be created on a lot in a residential or mixed-use zone.
 - b. An ADU or JADU subject to the requirements in subsection **(G)** below may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

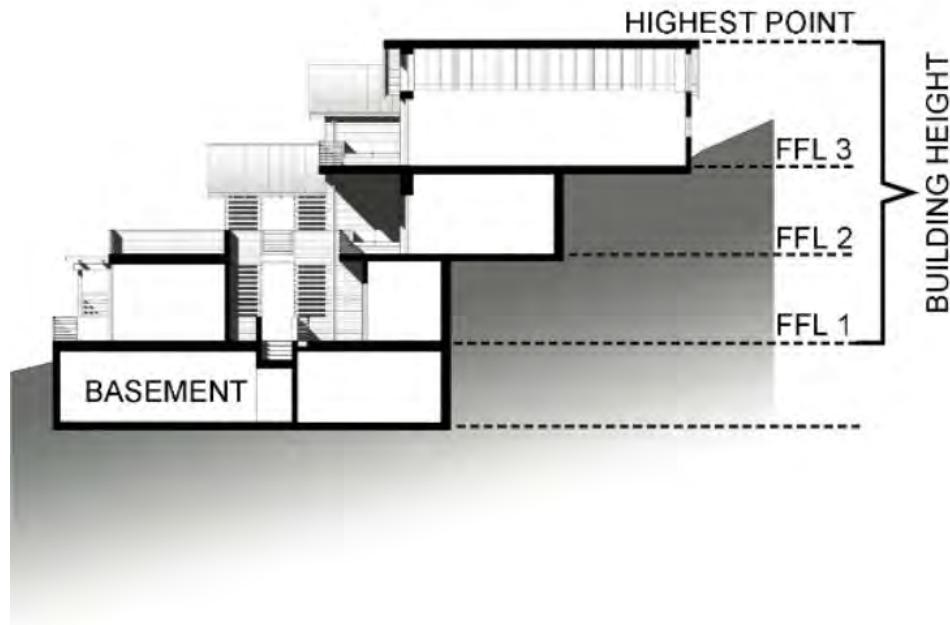
- c. In accordance with Government Code Section 66333(a), a JADU may only be created on a lot zoned for single-family residences.
- 2. Fire Sprinklers. Fire sprinklers are required in an ADU or JADU if sprinklers are required in the primary residence. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.
- 3. Rental Term. No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.
- 4. No Separate Conveyance. An ADU or JADU may be rented, but, except as otherwise provided in Government Code Section 66341, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).
- 5. Building and Safety.
 - a. Subject to subsection (D)(5)(b) below, all ADUs and JADUs must comply with all local building code requirements.
 - b. Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the building official or Code Compliance officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection (D)(5)(b) prevents the City from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.
- 6. Owner Occupancy.
 - a. ADUs ~~created under this section on or after January 1, 2020~~ are not subject to an owner-occupancy requirement.
 - b. ~~As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization. As required by Government Code Section 65852.22(a)(3), a deed restriction meeting the requirements of Government Code Section 65852.22(a)(3) must be recorded and filed.~~
 - b. JADUs
 - i. Generally. As required by state law, JADUs are generally subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence.
 - ii. Exceptions. The owner-occupancy requirement in this subsection (D)(6)(b) does not apply in either of the following situations:
 - (I) The JADU has separate sanitation facilities (i.e., does not share sanitation facilities with the existing primary dwelling unit structure).
 - (II) The property is entirely owned by another governmental agency, land trust, or housing organization.

7. Height.

- a. Except as otherwise provided by subsections (D)(7)(b) and (D)(7)(c) below, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed 16 feet in height.
- b. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
- c. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.
- d. An attached ADU may not exceed the maximum height limit for the applicable zone, as provided in the table below.

Residential District	HL	R-1	R-1A	R-2	R-7	R-14	R-22	R-30
Maximum Height	35 feet (two stories)	35 feet (two stories)	35 feet (two stories)	35 feet (two stories)	35 feet (three stories)	45 feet (four stories)	55 feet (five stories)	55 feet (five stories)

- e. For purposes of this subsection (D)(7), height means the vertical distance, excluding foundations or understructures or basements, between the elevation of the finished floor level and the peak of the structure. For purposes of this subsection (D)(7), "finished floor level" means the uppermost surface of a floor without any applied finishes, typically the screed finish of a concrete slab or foundation. Multiple finished floor levels may exist in a building or complex of buildings on a site depending on topographical conditions, however the height calculation shall be based on the maximum length between a finished floor level of a structure and the highest point of that structure (see diagram below).



8. Deed Restriction. Prior to issuance of a certificate of occupancy for an JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:
 - a. The JADU may not be sold separately from the primary dwelling.
 - b. The JADU is restricted to the approved size and to other attributes allowed by this section.
 - c. The deed restriction runs with the land and may be enforced against future property owners.
 - d. The deed restriction may be removed if the owner eliminates the JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.
 - e. The deed restriction is enforceable by the director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the JADU in violation of the recorded restrictions or abatement of the illegal unit.

9. Certificate of Occupancy Timing.

- a. Generally. No certificate of occupancy for an ADU or JADU may be issued before the certificate of occupancy is issued for the primary dwelling unit.
- b. Limited Exception for State-declared Emergencies. Notwithstanding subsection (D)(9)(a) above, a certificate of occupancy for an ADU may be issued before a certificate of occupancy for the primary dwelling if each of the following requirements are met:
 - i. The county is subject to a proclamation of a state of emergency made by the California Governor on or after February 1, 2025.
 - ii. The primary dwelling was substantially damaged or destroyed by an event referenced in the Governor's state of emergency proclamation.
 - iii. The ADU has been issued construction permits and has passed all required inspections.
 - iv. The ADU is not attached to the primary dwelling.

E. Action on Building Permit Application.

1. Applications to create an ADU or JADU in accordance with this section will be considered and approved ministerially, without discretionary review or a hearing.
2. Completeness.
 - a. Determination in 15 days. The city will determine whether an application to create or serve an ADU or JADU is complete and will provide written notice of the determination to the applicant within 15 business days after the city receives the application submittal.
 - b. Incomplete items. If the city's determination under subsection (E)(2)(a) above is that the application is incomplete, the city's notice must list the incomplete items and describe how the application can be made complete.

- c. Cure. After receiving a notice that the application is incomplete, the applicant may cure and address the items that were deemed by the city to be incomplete.
- d. Subsequent submittals. If the applicant submits additional information to address incomplete items, within 15 business days of the subsequent submittal the city will determine in writing whether the additional information remedies all the incomplete items that the city identified in its original notice. The city may not require the application to include an item that was not included in the original notice.
- e. Deemed complete. If the city does not make a timely determination as required by this subsection (2), the application or resubmitted application is deemed complete for the purposes of subsection (E)(3) below.
- f. Appeal of incompleteness. An applicant may appeal the city's determination that the application is incomplete by submitting a written appeal to the city clerk. The city council will review the written appeal and affirm or reverse the completeness determination and provide a final written determination to the applicant within 60 business days after receipt of the appeal.

3.2. The City must approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a complete application. If the City has not approved or denied the completed application within 60 days, the application is deemed approved unless either:

- a. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
- b. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.

4.3. If the City denies an application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection (E)(23) above.

5. An applicant may appeal the city's denial of the application by submitting a written appeal to the city clerk. The city council will review the written appeal and affirm or reverse the denial and provide a final written determination to the applicant within 60 business days after receipt of the appeal.

6.4. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

F. ADUs and JADUs Subject to Limited Requirements.

1. If an ADU or JADU complies with each of the general requirements in subsection D above, it is allowed with only a building permit in the following scenarios in each of the scenarios provided in this subsection (F)(1). An ADU and JADU approved under subsection (F)(1)(a) may be combined with an ADU approved under subsection (F)(1)(b), and ADUs approved under subsection (F)(1)(c) may be combined with ADUs approved under subsection (F)(1)(d)
:

- a. Converted on Lot with Single-Family Residence. One ADU as described in this subsection (F)(1)(a) and one JADU on a lot with a proposed or existing single-family residence on it, where the ADU or JADU:
 - i. Is either: within the space of a proposed single-family residence; within the existing space of an existing single-family residence; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress.
 - ii. Has exterior access that is independent of that for the single-family residence.
 - iii. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
 - iv. The JADU complies with the requirements of Government Code Section 66333 through 66339.
- b. Limited Detached or Attached on Lot with Single-Family Residence. One detached or attached, new-construction ADU on a lot with a proposed or existing single-family residence (in addition to any JADU that might otherwise be established on the lot under subsection (F)(1)(a) above), if the ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four feet.
 - ii. The total floor area is 800 square feet or smaller.
 - iii. The peak height does not exceed the applicable height limit provided in subsection (D)(7) above.
- c. Converted on Multifamily Lot. One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection (F)(1)(c), at least one converted ADU is allowed within an existing multifamily dwelling, and up to 25% of the existing multifamily dwelling units may each have a converted ADU under this paragraph.
- d. Limited Detached on Multifamily Lot. No more than two detached ADUs on a lot that has an existing or proposed multifamily dwelling, or up to eight detached ADUs on a lot with an existing multifamily dwelling, if each detached ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the City will not require any modification to the multifamily dwelling as a condition of approving the ADU.
 - ii. The peak height does not exceed the applicable height limit provided in subsection (D)(7) above.
 - iii. If the lot has an existing multifamily dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

G. ADUs Subject to Additional Objective Requirements. A proposed ADU that does not conform to the standards set forth in subsection (F) is allowed with only a building permit if it complies with all of the objective standards set forth below.

1. Maximum Size.
 - a. The maximum size of a detached or attached ADU subject to this subsection (G) is 1,200 square feet.
 - a. The maximum size of a detached or attached ADU subject to this subsection (G) is 850 square feet of interior livable space for a studio or one-bedroom unit and 1,000 square feet of interior livable space for a unit with two or more bedrooms.

- b. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
- c. b. Application of other development standards in this subsection (G), such as lot coverage or open space, might further limit the size of the ADU, but no application of lot coverage, front setback, or open-space requirements may require the ADU to be less than 800 square feet.

2. Setbacks.

- a. An ADU that is subject to this subsection (G) must conform to the applicable front yard setback as provided in the table below, subject to subsection (G)(1)(c) above.

Residential District	HL	R-1	R-1A	R-2	R-7	R-14	R-22	R-30
Front Setbacks (in feet)	30	20	20	20	20	10	10	10

- b. An ADU that is subject to this subsection (G) must conform to four-foot side- and rear-yard setbacks.
- c. No setback is required for an ADU that is subject to this subsection (G) if the ADU is constructed in the same location and to the same dimensions as an existing structure.

3. Lot Coverage. No ADU subject to this subsection (G) may cause the total lot coverage of the lot to exceed the maximum for the applicable zone, as shown in the table below, subject to subsection (G)(1)(c) above.

Residential District	HL	R-1	R-1A	R-2	R-7	R-14	R-22	R-30
Maximum Lot Coverage	25%	30%	35%	40%	55%	60%	70%	75%

4. Minimum Private Open Space. No ADU subject to this subsection (G) may cause the total percentage of open space of the lot to fall below the minimum for the applicable zone, as shown in the table below, subject to subsection (G)(1)(b) above.

Residential District	HL	R-1	R-1A	R-2	R-7	R-14	R-22	R-30
Private Open Space (in sq. feet per unit)	—	—	—	—	100	100	60	60

5. Passageway. No passageway, as defined by subsection (C)(10) above, is required for an ADU.

6. Parking.

- a. Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection (C)(14) above.
- b. Exceptions. No parking under subsection (G)(6)(a) is required in the following situations:
 - i. The ADU is located within one-half mile walking distance of public transit, as defined in subsection (C)(13) above.
 - ii. The ADU is located within an architecturally and historically significant historic district.
 - iii. The ADU is part of the proposed or existing primary residence or an accessory structure under subsection (F)(1)(a) above.
 - iv. When on-street parking permits are required but not offered to the occupant of the ADU.

- v. When there is an established car share vehicle stop located within one block of the ADU.
- vi. When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections (G)(6)(b)(i) through (v) above.
- c. No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
- d. Parking Space Size. Each unclosed parking space shall be at least nine feet wide and 19 feet long. Each parking space that is provided in an enclosed garage shall be at least 12 feet wide and 20 feet long and have at least seven and a half feet vertical clearance.

7. Historical Protections. The architectural treatment of an ADU to be constructed on or within 600 feet of a lot that has an identified historical resource listed in the California Register of Historic Resources must ~~comply with all applicable objective ministerial requirements imposed by the Secretary of Interior~~ be located so as to not be visible from any public right-of-way.

H. Fees.

1. Impact Fees.
 - a. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection (H), "impact fee" means a "fee" under the Mitigation Fee Act (Gov. Code Section 66000(b)) and a fee under the Quimby Act (Gov. Code Section 66477). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.
 - b. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)
 - c. All applicable development impact fees for an ADU proposed to be constructed on a lot with a proposed or existing single family residence shall be waived for a five-year trial period, commencing on September 27, 2019, and ending on September 27, 2024.
 - d. A JADU or ADU with less than 500 square feet of interior livable space does not increase assessable space by 500 square feet for purposes of Education Code section 17620(a)(1)(C), and is therefore not subject to school fees under Education Code section 17620.

I. Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.

1. Generally. The City will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.
2. Unpermitted ADUs Constructed Before 2020.
 - a. Permit to Legalize. As required by state law, the City may not deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if denial is based on either of the following grounds:
 - i. The ADU or JADU violates applicable building standards, or
 - ii. The ADU or JADU does not comply with the state ADU or JADU law or this ADU ordinance (Santee Municipal Code Section **13.10.045**).
 - b. Exceptions:

- i. Notwithstanding subsection (I)(2)(a) above, the City may deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if the City makes a finding that correcting a violation is necessary to comply with the standards specified in California Health and Safety Code section 17920.3.
- ii. Subsection (I)(2)(a) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code Section 17920.3.

(Ord. 572 § 1, 2020; Ord. 597 § 4, 2022; Ord. 606 § 4, 2022; Ord. 609 § 4, 2023; Ord. 615, 6/26/2024; Ord. 618, 12/11/2024)

URGENCY ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE
AMENDING TITLE 13, CHAPTER 10, SECTION 45 OF THE CITY OF SANTEE
MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR
ACCESSORY DWELLING UNITS TO COMPLY WITH THE RECENT CHANGES IN
STATE LAW, AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM
CEQA UNDER PUBLIC RESOURCES CODE § 21080.17**

WHEREAS, the City of Santee, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, state law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”); and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, numerous bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, in 2025, the California Legislature approved, and the Governor signed into law, further amendments to state ADU law; and

WHEREAS, new updates to state ADU law take effect January 1, 2026, and for the City’s ADU ordinance to remain valid, it must be amended to reflect the most recent changes to state law; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to reflect the most recent changes to state law; and

WHEREAS, there is a current and immediate threat to the public health, safety, or welfare based on the passage of bills updating state ADU law because if the City’s ordinance does not comply with this legislation by January 1, 2026 — and the City’s ADU ordinance becomes null and void in its entirety — the City would be required to approve ADUs and JADUs in accordance with the few default standards that are imposed by Chapter 13 of Division 1 of Title 7 of the California Government Code, which is the state ADU law; and

WHEREAS, the approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, and architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety. These threats to public safety, health, and welfare justify adoption of this Ordinance as an urgency ordinance, to be effective immediately upon adoption by a four-fifths vote of the City Council; and

URGENCY ORDINANCE NO. _____

WHEREAS, to protect the public safety, health, and welfare, the City Council may adopt this Ordinance as an urgency measure in accordance with Government Code section 36937, subdivision (b).

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

Section 1. Incorporation. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section 2. CEQA. Under California Public Resources Code section 21080.17, the California Environmental Quality Act (“CEQA”) does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California’s ADU law. Therefore, adoption of the urgency Ordinance is statutorily exempt from CEQA in that it implements state ADU law.

Section 3. General Plan. The City Council hereby finds that the adoption of the urgency Ordinance is consistent with the General Plan as a matter of law under Government Code section 66314(c).

Section 4. Code Amendment. Section 13.10.045 of the Santee Municipal Code is hereby amended and restated to read in its entirety as provided in Exhibit A, attached hereto and incorporated herein by this reference.

Section 5. Effective Date. This Ordinance takes effect immediately upon its adoption.

Section 6. HCD Submittal. In accordance with Government Code sections 66326 and 66333.5, the City Clerk is directed to submit a copy of this Ordinance to the California Department of Housing and Community Development within 60 days after adoption.

Section 7. Publication. The City Clerk certifies that this Ordinance was adopted by the City Council at a regular meeting on December 10, 2025.

Section 8. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at Santee City Hall, City Clerk’s Office, 10601 Magnolia Avenue, Building 3, Santee, CA 92071.

Section 9. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

URGENCY ORDINANCE NO. _____

ADOPTED by the City Council of the City of Santee, California, at a regular meeting of the City Council held on the 10th day of December 2025 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED

JOHN MINTO, MAYOR

ATTEST

JAMES JEFFRIES, CITY CLERK

Attachment: Exhibit A

Chapter 13.10. RESIDENTIAL DISTRICTS

§13.10.045. Accessory dwelling units.

- A. Purpose. The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Chapter 13 of Division 1 of Title 7 of the California Government Code.
- B. Effect of Conforming. An ADU or JADU that conforms to the standards in this section will not be:
 1. Deemed to be inconsistent with the City's general plan and zoning designation for the lot on which the ADU or JADU is located.
 2. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
 3. Considered in the application of any local ordinance, policy, or program to limit residential growth.
 4. Required to correct a nonconforming zoning condition, as defined in subsection (C)(10) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code Section 17980.12.
- C. Definitions. As used in this section, terms are defined as follows:
 1. "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - a. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
 - b. A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
 2. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.
 3. "Attached accessory dwelling unit" means an attached ADU that shares at least one wall with the primary dwelling.
 4. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
 5. "Detached accessory dwelling unit" means a detached ADU that does not share any wall with the primary dwelling.
 6. "Efficiency kitchen" means a kitchen that includes each of the following:
 - a. A cooking facility with appliances.

- b. A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the ADU or JADU.
- 7. "Junior accessory dwelling unit" or "JADU" means a residential unit that satisfies all of the following:
 - a. It is no more than 500 square feet of interior livable space in size.
 - b. It is contained entirely within an existing or proposed single-family residence. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family residence.
 - c. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family residence.
 - d. Contains its own separate bathroom or, if it does not include a separate bathroom, contains an interior entrance to the main living area of the existing or proposed single-family residence.
 - e. Contains an exterior entrance that is separate from the main entrance to the proposed or existing single-family residence.
 - f. It includes an efficiency kitchen, as defined in subsection (C)(6) above.
- 8. "Livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.
- 9. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- 10. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.
- 11. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
- 12. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- 13. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- 14. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

D. General Provisions. The following requirements apply to all ADUs and JADUs that are approved under subsections **(F)** and **(G)** below.

- 1. Zoning.
 - a. An ADU or JADU subject only to the limited requirements in subsection **(F)** below may be created on a lot in a residential or mixed-use zone.
 - b. An ADU or JADU subject to the requirements in subsection **(G)** below may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

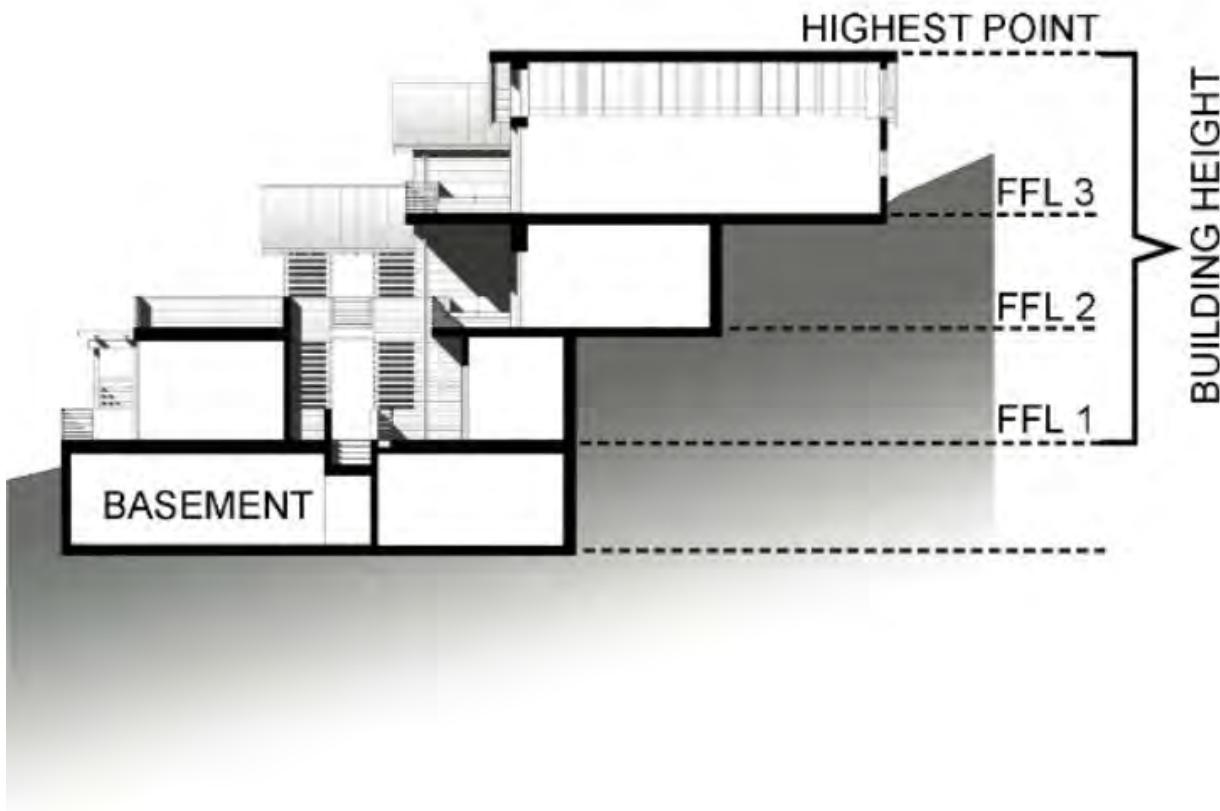
- c. In accordance with Government Code Section 66333(a), a JADU may only be created on a lot zoned for single-family residences.
2. Fire Sprinklers. Fire sprinklers are required in an ADU or JADU if sprinklers are required in the primary residence. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.
3. Rental Term. No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.
4. No Separate Conveyance. An ADU or JADU may be rented, but, except as otherwise provided in Government Code Section 66341, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).
5. Building and Safety.
 - a. Subject to subsection (D)(5)(b) below, all ADUs and JADUs must comply with all local building code requirements.
 - b. Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the building official or Code Compliance officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection (D)(5)(b) prevents the City from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.
6. Owner Occupancy.
 - a. ADUs are not subject to an owner-occupancy requirement.
 - b. JADUs
 - i. Generally. As required by state law, JADUs are generally subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence.
 - ii. Exceptions. The owner-occupancy requirement in this subsection (D)(6)(b) does not apply in either of the following situations:
 - (I) The JADU has separate sanitation facilities (i.e., does not share sanitation facilities with the existing primary dwelling unit structure).
 - (II) The property is entirely owned by another governmental agency, land trust, or housing organization.
7. Height.
 - a. Except as otherwise provided by subsections (D)(7)(b) and (D)(7)(c) below, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed 16 feet in height.
 - b. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to

two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

- c. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.
- d. An attached ADU may not exceed the maximum height limit for the applicable zone, as provided in the table below.

Residential District	HL	R-1	R-1A	R-2	R-7	R-14	R-22	R-30
Maximum Height	35 feet (two stories)	35 feet (two stories)	35 feet (two stories)	35 feet (two stories)	35 feet (three stories)	45 feet (four stories)	55 feet (five stories)	55 feet (five stories)

e. For purposes of this subsection (D)(7), height means the vertical distance, excluding foundations or understructures or basements, between the elevation of the finished floor level and the peak of the structure. For purposes of this subsection (D)(7), "finished floor level" means the uppermost surface of a floor without any applied finishes, typically the screed finish of a concrete slab or foundation. Multiple finished floor levels may exist in a building or complex of buildings on a site depending on topographical conditions, however the height calculation shall be based on the maximum length between a finished floor level of a structure and the highest point of that structure (see diagram below).



8. **Deed Restriction.** Prior to issuance of a certificate of occupancy for an JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:
 - a. The JADU may not be sold separately from the primary dwelling.
 - b. The JADU is restricted to the approved size and to other attributes allowed by this section.
 - c. The deed restriction runs with the land and may be enforced against future property owners.
 - d. The deed restriction may be removed if the owner eliminates the JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.
 - e. The deed restriction is enforceable by the director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the JADU in violation of the recorded restrictions or abatement of the illegal unit.
9. **Certificate of Occupancy Timing.**
 - a. **Generally.** No certificate of occupancy for an ADU or JADU may be issued before the certificate of occupancy is issued for the primary dwelling unit.
 - b. **Limited Exception for State-declared Emergencies.** Notwithstanding subsection (D)(9)(a) above, a certificate of occupancy for an ADU may be issued before a certificate of occupancy for the primary dwelling if each of the following requirements are met:
 - i. The county is subject to a proclamation of a state of emergency made by the California Governor on or after February 1, 2025.
 - ii. The primary dwelling was substantially damaged or destroyed by an event referenced in the Governor's state of emergency proclamation.
 - iii. The ADU has been issued construction permits and has passed all required inspections.
 - iv. The ADU is not attached to the primary dwelling.

E. Action on Building Permit Application.

1. Applications to create an ADU or JADU in accordance with this section will be considered and approved ministerially, without discretionary review or a hearing.
2. **Completeness.**
 - a. **Determination in 15 days.** The city will determine whether an application to create or serve an ADU or JADU is complete and will provide written notice of the determination to the applicant within 15 business days after the city receives the application submittal.
 - b. **Incomplete items.** If the city's determination under subsection (E)(2)(a) above is that the application is incomplete, the city's notice must list the incomplete items and describe how the application can be made complete.

- c. Cure. After receiving a notice that the application is incomplete, the applicant may cure and address the items that were deemed by the city to be incomplete.
- d. Subsequent submittals. If the applicant submits additional information to address incomplete items, within 15 business days of the subsequent submittal the city will determine in writing whether the additional information remedies all the incomplete items that the city identified in its original notice. The city may not require the application to include an item that was not included in the original notice.
- e. Deemed complete. If the city does not make a timely determination as required by this subsection (2), the application or resubmitted application is deemed complete for the purposes of subsection (E)(3) below.
- f. Appeal of incompleteness. An applicant may appeal the city's determination that the application is incomplete by submitting a written appeal to the city clerk. The city council will review the written appeal and affirm or reverse the completeness determination and provide a final written determination to the applicant within 60 business days after receipt of the appeal.

3. The City must approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a complete application. If the City has not approved or denied the completed application within 60 days, the application is deemed approved unless either:
 - a. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - b. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
4. If the City denies an application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection (E)(3) above.
5. An applicant may appeal the city's denial of the application by submitting a written appeal to the city clerk. The city council will review the written appeal and affirm or reverse the denial and provide a final written determination to the applicant within 60 business days after receipt of the appeal.
6. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

F. ADUs and JADUs Subject to Limited Requirements.

1. If an ADU or JADU complies with each of the general requirements in subsection D above, it is allowed with only a building permit in each of the scenarios provided in this subsection (F)(1). An ADU and JADU approved under subsection (F)(1)(a) may be combined with an ADU approved under subsection (F)(1)(b), and ADUs approved under subsection (F)(1)(c) may be combined with ADUs approved under subsection (F)(1)(d):

- a. Converted on Lot with Single-Family Residence. One ADU as described in this subsection (F)(1)(a) and one JADU on a lot with a proposed or existing single-family residence on it, where the ADU or JADU:
 - i. Is either: within the space of a proposed single-family residence; within the existing space of an existing single-family residence; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress.
 - ii. Has exterior access that is independent of that for the single-family residence.
 - iii. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
 - iv. The JADU complies with the requirements of Government Code Section 66333 through 66339.
- b. Limited Detached or Attached on Lot with Single-Family Residence. One detached or attached, new-construction ADU on a lot with a proposed or existing single-family residence (in addition to any JADU that might otherwise be established on the lot under subsection (F)(1)(a) above), if the ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four feet.
 - ii. The total floor area is 800 square feet or smaller.
 - iii. The peak height does not exceed the applicable height limit provided in subsection (D)(7) above.
- c. Converted on Multifamily Lot. One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection (F)(1)(c), at least one converted ADU is allowed within an existing multifamily dwelling, and up to 25% of the existing multifamily dwelling units may each have a converted ADU under this paragraph.
- d. Limited Detached on Multifamily Lot. No more than two detached ADUs on a lot that has an existing or proposed multifamily dwelling, or up to eight detached ADUs on a lot with an existing multifamily dwelling, if each detached ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the City will not require any modification to the multifamily dwelling as a condition of approving the ADU.
 - ii. The peak height does not exceed the applicable height limit provided in subsection (D)(7) above.
 - iii. If the lot has an existing multifamily dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

G. ADUs Subject to Additional Objective Requirements. A proposed ADU that does not conform to the standards set forth in subsection (F) is allowed with only a building permit if it complies with all of the objective standards set forth below.

1. Maximum Size.
 - a. The maximum size of a detached or attached ADU subject to this subsection (G) is 850 square feet of interior livable space for a studio or one-bedroom unit and 1,000 square feet of interior livable space for a unit with two or more bedrooms.
 - b. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.

- c. Application of other development standards in this subsection **(G)**, such as lot coverage or open space, might further limit the size of the ADU, but no application of lot coverage, front setback, or open-space requirements may require the ADU to be less than 800 square feet.

2. Setbacks.

- a. An ADU that is subject to this subsection **(G)** must conform to the applicable front yard setback as provided in the table below, subject to subsection (G)(1)(c) above.

Residential District	HL	R-1	R-1A	R-2	R-7	R-14	R-22	R-30
Front Setbacks (in feet)	30	20	20	20	20	10	10	10

- b. An ADU that is subject to this subsection **(G)** must conform to four-foot side- and rear-yard setbacks.
- c. No setback is required for an ADU that is subject to this subsection **(G)** if the ADU is constructed in the same location and to the same dimensions as an existing structure.

3. Lot Coverage. No ADU subject to this subsection **(G)** may cause the total lot coverage of the lot to exceed the maximum for the applicable zone, as shown in the table below, subject to subsection (G)(1)(c) above.

Residential District	HL	R-1	R-1A	R-2	R-7	R-14	R-22	R-30
Maximum Lot Coverage	25%	30%	35%	40%	55%	60%	70%	75%

4. Minimum Private Open Space. No ADU subject to this subsection **(G)** may cause the total percentage of open space of the lot to fall below the minimum for the applicable zone, as shown in the table below, subject to subsection (G)(1)(b) above.

Residential District	HL	R-1	R-1A	R-2	R-7	R-14	R-22	R-30
Private Open Space (in sq. feet per unit)	—	—	—	—	100	100	60	60

5. Passageway. No passageway, as defined by subsection (C)(10) above, is required for an ADU.

6. Parking.

- a. Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection (C)(14) above.
- b. Exceptions. No parking under subsection (G)(6)(a) is required in the following situations:
 - i. The ADU is located within one-half mile walking distance of public transit, as defined in subsection (C)(13) above.
 - ii. The ADU is located within an architecturally and historically significant historic district.
 - iii. The ADU is part of the proposed or existing primary residence or an accessory structure under subsection (F)(1)(a) above.
 - iv. When on-street parking permits are required but not offered to the occupant of the ADU.
 - v. When there is an established car share vehicle stop located within one block of the ADU.

- vi. When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections (G)(6)(b)(i) through (v) above.
- c. No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
- d. Parking Space Size. Each unclosed parking space shall be at least nine feet wide and 19 feet long. Each parking space that is provided in an enclosed garage shall be at least 12 feet wide and 20 feet long and have at least seven and a half feet vertical clearance.

7. Historical Protections. The architectural treatment of an ADU to be constructed on or within 600 feet of a lot that has an identified historical resource listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.

H. Fees.

1. Impact Fees.
 - a. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection (H), "impact fee" means a "fee" under the Mitigation Fee Act (Gov. Code Section 66000(b)) and a fee under the Quimby Act (Gov. Code Section 66477). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.
 - b. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)
 - c. All applicable development impact fees for an ADU proposed to be constructed on a lot with a proposed or existing single family residence shall be waived for a five-year trial period, commencing on September 27, 2019, and ending on September 27, 2024.
 - d. A JADU or ADU with less than 500 square feet of interior livable space does not increase assessable space by 500 square feet for purposes of Education Code section 17620(a)(1)(C), and is therefore not subject to school fees under Education Code section 17620.

- I. Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.
 1. Generally. The City will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.
 2. Unpermitted ADUs Constructed Before 2020.
 - a. Permit to Legalize. As required by state law, the City may not deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if denial is based on either of the following grounds:
 - i. The ADU or JADU violates applicable building standards, or
 - ii. The ADU or JADU does not comply with the state ADU or JADU law or this ADU ordinance (Santee Municipal Code Section **13.10.045**).
 - b. Exceptions:
 - i. Notwithstanding subsection (I)(2)(a) above, the City may deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020,

- if the City makes a finding that correcting a violation is necessary to comply with the standards specified in California Health and Safety Code section 17920.3.
- ii. Subsection (I)(2)(a) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code Section 17920.3.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
AMENDING TITLE 13, CHAPTER 10, SECTION 045 OF THE SANTEE MUNICIPAL
CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY
DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT
FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17**

WHEREAS, the City of Santee, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, state law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”); and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, numerous bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, in 2025, the California Legislature approved, and the Governor signed into law, further amendments to state ADU law; and

WHEREAS, new updates to state ADU law take effect on January 1, 2026, and for the City’s ADU ordinance to remain valid, it must be amended to reflect the most recent changes to state law; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to reflect the most recent changes to state law; and

WHEREAS, on December 10, 2025, the City Council held a duly-noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance and (2) the policy considerations discussed therein; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

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

SECTION 1. Incorporation. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. Under California Public Resources Code section 21080.17, the California Environmental Quality Act (“CEQA”) does not apply to the adoption of an ordinance by a city or county implementing the provisions of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California’s ADU law. Therefore, adoption of the Ordinance is statutorily exempt from CEQA in that it implements state ADU law.

SECTION 3. General Plan. The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan as a matter of law under Government Code section 66314(c).

ORDINANCE NO. _____

SECTION 4. Code Amendment. Section 13.10.045 of the Santee Municipal Code is hereby amended and restated to read in its entirety as provided in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 5. Effective Date. This Ordinance takes effect 30 days after its adoption.

SECTION 6. HCD Submittal. In accordance with Government Code sections 66326 and 66333.5, the City Clerk is directed to submit a copy of this Ordinance to the California Department of Housing and Community Development within 60 days after adoption.

SECTION 7. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 8. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at [Santee City Hall, City Clerk's Office, 10601 Magnolia Avenue, Building 3, Santee, CA 92071.

SECTION 9. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Santee, California, on the 10th day of December 2025, and thereafter **ADOPTED** at a Regular Meeting of the City Council held on this 13th day of January 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED

JOHN MINTO, MAYOR

ATTEST

JAMES JEFFRIES, CITY CLERK

Attachment: Exhibit A

Chapter 13.10. RESIDENTIAL DISTRICTS

§13.10.045. Accessory dwelling units.

- A. Purpose. The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Chapter 13 of Division 1 of Title 7 of the California Government Code.
- B. Effect of Conforming. An ADU or JADU that conforms to the standards in this section will not be:
 1. Deemed to be inconsistent with the City's general plan and zoning designation for the lot on which the ADU or JADU is located.
 2. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
 3. Considered in the application of any local ordinance, policy, or program to limit residential growth.
 4. Required to correct a nonconforming zoning condition, as defined in subsection (C)(10) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code Section 17980.12.
- C. Definitions. As used in this section, terms are defined as follows:
 1. "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - a. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
 - b. A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
 2. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.
 3. "Attached accessory dwelling unit" means an attached ADU that shares at least one wall with the primary dwelling.
 4. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
 5. "Detached accessory dwelling unit" means a detached ADU that does not share any wall with the primary dwelling.
 6. "Efficiency kitchen" means a kitchen that includes each of the following:
 - a. A cooking facility with appliances.

- b. A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the ADU or JADU.
- 7. "Junior accessory dwelling unit" or "JADU" means a residential unit that satisfies all of the following:
 - a. It is no more than 500 square feet of interior livable space in size.
 - b. It is contained entirely within an existing or proposed single-family residence. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family residence.
 - c. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family residence.
 - d. Contains its own separate bathroom or, if it does not include a separate bathroom, contains an interior entrance to the main living area of the existing or proposed single-family residence.
 - e. Contains an exterior entrance that is separate from the main entrance to the proposed or existing single-family residence.
 - f. It includes an efficiency kitchen, as defined in subsection (C)(6) above.
- 8. "Livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.
- 9. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- 10. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.
- 11. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
- 12. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- 13. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- 14. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

D. General Provisions. The following requirements apply to all ADUs and JADUs that are approved under subsections **(F)** and **(G)** below.

- 1. Zoning.
 - a. An ADU or JADU subject only to the limited requirements in subsection **(F)** below may be created on a lot in a residential or mixed-use zone.
 - b. An ADU or JADU subject to the requirements in subsection **(G)** below may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

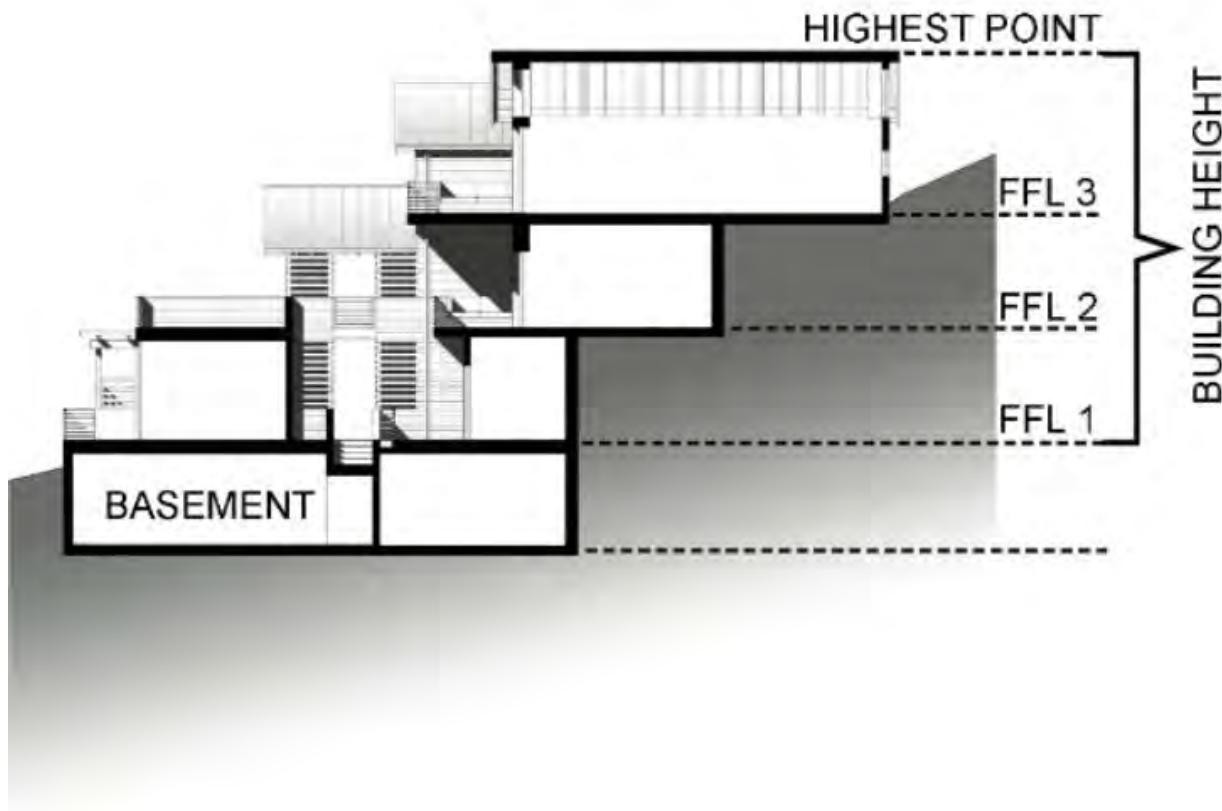
- c. In accordance with Government Code Section 66333(a), a JADU may only be created on a lot zoned for single-family residences.
2. Fire Sprinklers. Fire sprinklers are required in an ADU or JADU if sprinklers are required in the primary residence. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.
3. Rental Term. No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.
4. No Separate Conveyance. An ADU or JADU may be rented, but, except as otherwise provided in Government Code Section 66341, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).
5. Building and Safety.
 - a. Subject to subsection (D)(5)(b) below, all ADUs and JADUs must comply with all local building code requirements.
 - b. Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the building official or Code Compliance officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection (D)(5)(b) prevents the City from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.
6. Owner Occupancy.
 - a. ADUs are not subject to an owner-occupancy requirement.
 - b. JADUs
 - i. Generally. As required by state law, JADUs are generally subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence.
 - ii. Exceptions. The owner-occupancy requirement in this subsection (D)(6)(b) does not apply in either of the following situations:
 - (I) The JADU has separate sanitation facilities (i.e., does not share sanitation facilities with the existing primary dwelling unit structure).
 - (II) The property is entirely owned by another governmental agency, land trust, or housing organization.
7. Height.
 - a. Except as otherwise provided by subsections (D)(7)(b) and (D)(7)(c) below, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed 16 feet in height.
 - b. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to

two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

- c. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.
- d. An attached ADU may not exceed the maximum height limit for the applicable zone, as provided in the table below.

Residential District	HL	R-1	R-1A	R-2	R-7	R-14	R-22	R-30
Maximum Height	35 feet (two stories)	35 feet (two stories)	35 feet (two stories)	35 feet (two stories)	35 feet (three stories)	45 feet (four stories)	55 feet (five stories)	55 feet (five stories)

e. For purposes of this subsection (D)(7), height means the vertical distance, excluding foundations or understructures or basements, between the elevation of the finished floor level and the peak of the structure. For purposes of this subsection (D)(7), "finished floor level" means the uppermost surface of a floor without any applied finishes, typically the screed finish of a concrete slab or foundation. Multiple finished floor levels may exist in a building or complex of buildings on a site depending on topographical conditions, however the height calculation shall be based on the maximum length between a finished floor level of a structure and the highest point of that structure (see diagram below).



8. **Deed Restriction.** Prior to issuance of a certificate of occupancy for an JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:
 - a. The JADU may not be sold separately from the primary dwelling.
 - b. The JADU is restricted to the approved size and to other attributes allowed by this section.
 - c. The deed restriction runs with the land and may be enforced against future property owners.
 - d. The deed restriction may be removed if the owner eliminates the JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.
 - e. The deed restriction is enforceable by the director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the JADU in violation of the recorded restrictions or abatement of the illegal unit.
9. **Certificate of Occupancy Timing.**
 - a. **Generally.** No certificate of occupancy for an ADU or JADU may be issued before the certificate of occupancy is issued for the primary dwelling unit.
 - b. **Limited Exception for State-declared Emergencies.** Notwithstanding subsection (D)(9)(a) above, a certificate of occupancy for an ADU may be issued before a certificate of occupancy for the primary dwelling if each of the following requirements are met:
 - i. The county is subject to a proclamation of a state of emergency made by the California Governor on or after February 1, 2025.
 - ii. The primary dwelling was substantially damaged or destroyed by an event referenced in the Governor's state of emergency proclamation.
 - iii. The ADU has been issued construction permits and has passed all required inspections.
 - iv. The ADU is not attached to the primary dwelling.

E. Action on Building Permit Application.

1. Applications to create an ADU or JADU in accordance with this section will be considered and approved ministerially, without discretionary review or a hearing.
2. **Completeness.**
 - a. **Determination in 15 days.** The city will determine whether an application to create or serve an ADU or JADU is complete and will provide written notice of the determination to the applicant within 15 business days after the city receives the application submittal.
 - b. **Incomplete items.** If the city's determination under subsection (E)(2)(a) above is that the application is incomplete, the city's notice must list the incomplete items and describe how the application can be made complete.

- c. Cure. After receiving a notice that the application is incomplete, the applicant may cure and address the items that were deemed by the city to be incomplete.
- d. Subsequent submittals. If the applicant submits additional information to address incomplete items, within 15 business days of the subsequent submittal the city will determine in writing whether the additional information remedies all the incomplete items that the city identified in its original notice. The city may not require the application to include an item that was not included in the original notice.
- e. Deemed complete. If the city does not make a timely determination as required by this subsection (2), the application or resubmitted application is deemed complete for the purposes of subsection (E)(3) below.
- f. Appeal of incompleteness. An applicant may appeal the city's determination that the application is incomplete by submitting a written appeal to the city clerk. The city council will review the written appeal and affirm or reverse the completeness determination and provide a final written determination to the applicant within 60 business days after receipt of the appeal.

3. The City must approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a complete application. If the City has not approved or denied the completed application within 60 days, the application is deemed approved unless either:
 - a. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - b. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
4. If the City denies an application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection (E)(3) above.
5. An applicant may appeal the city's denial of the application by submitting a written appeal to the city clerk. The city council will review the written appeal and affirm or reverse the denial and provide a final written determination to the applicant within 60 business days after receipt of the appeal.
6. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

F. ADUs and JADUs Subject to Limited Requirements.

1. If an ADU or JADU complies with each of the general requirements in subsection D above, it is allowed with only a building permit in each of the scenarios provided in this subsection (F)(1). An ADU and JADU approved under subsection (F)(1)(a) may be combined with an ADU approved under subsection (F)(1)(b), and ADUs approved under subsection (F)(1)(c) may be combined with ADUs approved under subsection (F)(1)(d):

- a. Converted on Lot with Single-Family Residence. One ADU as described in this subsection (F)(1)(a) and one JADU on a lot with a proposed or existing single-family residence on it, where the ADU or JADU:
 - i. Is either: within the space of a proposed single-family residence; within the existing space of an existing single-family residence; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress.
 - ii. Has exterior access that is independent of that for the single-family residence.
 - iii. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
 - iv. The JADU complies with the requirements of Government Code Section 66333 through 66339.
- b. Limited Detached or Attached on Lot with Single-Family Residence. One detached or attached, new-construction ADU on a lot with a proposed or existing single-family residence (in addition to any JADU that might otherwise be established on the lot under subsection (F)(1)(a) above), if the ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four feet.
 - ii. The total floor area is 800 square feet or smaller.
 - iii. The peak height does not exceed the applicable height limit provided in subsection (D)(7) above.
- c. Converted on Multifamily Lot. One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection (F)(1)(c), at least one converted ADU is allowed within an existing multifamily dwelling, and up to 25% of the existing multifamily dwelling units may each have a converted ADU under this paragraph.
- d. Limited Detached on Multifamily Lot. No more than two detached ADUs on a lot that has an existing or proposed multifamily dwelling, or up to eight detached ADUs on a lot with an existing multifamily dwelling, if each detached ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the City will not require any modification to the multifamily dwelling as a condition of approving the ADU.
 - ii. The peak height does not exceed the applicable height limit provided in subsection (D)(7) above.
 - iii. If the lot has an existing multifamily dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

G. ADUs Subject to Additional Objective Requirements. A proposed ADU that does not conform to the standards set forth in subsection (F) is allowed with only a building permit if it complies with all of the objective standards set forth below.

1. Maximum Size.
 - a. The maximum size of a detached or attached ADU subject to this subsection (G) is 850 square feet of interior livable space for a studio or one-bedroom unit and 1,000 square feet of interior livable space for a unit with two or more bedrooms.
 - b. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.

- c. Application of other development standards in this subsection **(G)**, such as lot coverage or open space, might further limit the size of the ADU, but no application of lot coverage, front setback, or open-space requirements may require the ADU to be less than 800 square feet.

2. Setbacks.

- a. An ADU that is subject to this subsection **(G)** must conform to the applicable front yard setback as provided in the table below, subject to subsection (G)(1)(c) above.

Residential District	HL	R-1	R-1A	R-2	R-7	R-14	R-22	R-30
Front Setbacks (in feet)	30	20	20	20	20	10	10	10

- b. An ADU that is subject to this subsection **(G)** must conform to four-foot side- and rear-yard setbacks.
- c. No setback is required for an ADU that is subject to this subsection **(G)** if the ADU is constructed in the same location and to the same dimensions as an existing structure.

3. Lot Coverage. No ADU subject to this subsection **(G)** may cause the total lot coverage of the lot to exceed the maximum for the applicable zone, as shown in the table below, subject to subsection (G)(1)(c) above.

Residential District	HL	R-1	R-1A	R-2	R-7	R-14	R-22	R-30
Maximum Lot Coverage	25%	30%	35%	40%	55%	60%	70%	75%

4. Minimum Private Open Space. No ADU subject to this subsection **(G)** may cause the total percentage of open space of the lot to fall below the minimum for the applicable zone, as shown in the table below, subject to subsection (G)(1)(b) above.

Residential District	HL	R-1	R-1A	R-2	R-7	R-14	R-22	R-30
Private Open Space (in sq. feet per unit)	—	—	—	—	100	100	60	60

5. Passageway. No passageway, as defined by subsection (C)(10) above, is required for an ADU.

6. Parking.

- a. Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection (C)(14) above.
- b. Exceptions. No parking under subsection (G)(6)(a) is required in the following situations:
 - i. The ADU is located within one-half mile walking distance of public transit, as defined in subsection (C)(13) above.
 - ii. The ADU is located within an architecturally and historically significant historic district.
 - iii. The ADU is part of the proposed or existing primary residence or an accessory structure under subsection (F)(1)(a) above.
 - iv. When on-street parking permits are required but not offered to the occupant of the ADU.
 - v. When there is an established car share vehicle stop located within one block of the ADU.

- vi. When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections (G)(6)(b)(i) through (v) above.
- c. No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
- d. Parking Space Size. Each unclosed parking space shall be at least nine feet wide and 19 feet long. Each parking space that is provided in an enclosed garage shall be at least 12 feet wide and 20 feet long and have at least seven and a half feet vertical clearance.

7. Historical Protections. The architectural treatment of an ADU to be constructed on or within 600 feet of a lot that has an identified historical resource listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.

H. Fees.

1. Impact Fees.
 - a. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection (H), "impact fee" means a "fee" under the Mitigation Fee Act (Gov. Code Section 66000(b)) and a fee under the Quimby Act (Gov. Code Section 66477). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.
 - b. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)
 - c. All applicable development impact fees for an ADU proposed to be constructed on a lot with a proposed or existing single family residence shall be waived for a five-year trial period, commencing on September 27, 2019, and ending on September 27, 2024.
 - d. A JADU or ADU with less than 500 square feet of interior livable space does not increase assessable space by 500 square feet for purposes of Education Code section 17620(a)(1)(C), and is therefore not subject to school fees under Education Code section 17620.

- I. Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.
 1. Generally. The City will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.
 2. Unpermitted ADUs Constructed Before 2020.
 - a. Permit to Legalize. As required by state law, the City may not deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if denial is based on either of the following grounds:
 - i. The ADU or JADU violates applicable building standards, or
 - ii. The ADU or JADU does not comply with the state ADU or JADU law or this ADU ordinance (Santee Municipal Code Section **13.10.045**).
 - b. Exceptions:
 - i. Notwithstanding subsection (I)(2)(a) above, the City may deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020,

- if the City makes a finding that correcting a violation is necessary to comply with the standards specified in California Health and Safety Code section 17920.3.
- ii. Subsection (I)(2)(a) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code Section 17920.3.



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 21

MEETING DATE December 10, 2025

ITEM TITLE RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CONTRACT WITH FIRE TRUCKS UNLIMITED, A WHOLLY OWNED SUBSIDIARY OF BRINDELL MOUNTAIN FIRE APPARATUS, TO REFURBISH V138, A 2005 PIERCE ARROW XT TYPE 1 FIRE ENGINE, PER SOURCEWELL CONTRACT 110921-BLE AND AUTHORIZING THE TRANSFER AND APPROPRIATION OF \$803,260.33 FROM GENERAL FUND RESERVES TO THE FISCAL YEAR 2025-26 VEHICLE REPLACEMENT FUND OPERATING BUDGET

DIRECTOR/DEPARTMENT Harley Wallace, Fire Chief

SUMMARY

Staff is requesting City Council authorization for the refurbishment of V138, a 2005 Pierce Arrow XT Type 1 Fire Engine. This fire engine is twenty (20) years old and has required extensive maintenance over the last several years. This engine no longer meets modern safety requirements and was recommended for immediate replacement in the 2023 AP Triton Community Risk Assessment and Long-Range Master Plan.

Staff is proposing to refurbish V138 instead of replacing it due to the extended length of time it would take to receive a new Type I fire engine, as well as the costs associated with purchasing a new Type 1 fire engine. On February 25, 2025, staff received a quote for a new Pierce Type 1 engine with similar features to the current City fleet for \$1,226,690, with an estimated production time of 52 months. The cost to refurbish V138 is just over \$803,000 with an estimated timeline of 6 months to complete. The concept of refurbishment as an alternative to purchasing a new Type 1 engine was initially presented to the City Council at the September 24, 2025 City Council meeting. Based on both cost savings, as well as the ability to take delivery of the refurbished Type 1 engine years before the City could receive a new engine, the City Council supported the refurbishment approach and provided direction to staff to return with a formal contract proposal for Council consideration.

Under the proposed contract, an initial deposit will be paid on April 1, 2026. This deposit will allow the vendor to begin parts procurement and preparation to begin the refurbishment work and secure the City's build slot for August 2026. The refurbishment of V138 will be scheduled for completion by April 1, 2027.

Currently, the City staffs three Type 1 fire engines, and V138 is the only reserve Type 1 engine. The City is expecting delivery of a new Type 1 fire engine in January 2026. This new engine will be placed in frontline service as Engine 20, which will allow V157, a 2011 model year engine, to be placed into reserve status as our primary reserve engine. At that time V138 will become the City's secondary reserve engine, which will allow the City to maintain a Type 1 reserve engine while V138 is undergoing refurbishment. Upon completion of the V138 refurbishment, the department will have two Type 1 engines in reserve status. This will allow future flexibility for potential operations from an additional interim fire station or opportunities for an additional engine refurbishment.





CITY OF SANTEE

COUNCIL AGENDA STATEMENT

Pursuant to Santee Municipal Code Section 3.24.130(A), the City may participate in cooperative purchasing agreements when deemed in its best interest. On January 25, 2022, Sourcewell, a local government cooperative of which the City is a member, awarded Contract #110921-BLE to Brindlee Mountain Fire Apparatus, the parent company and owner of Fire Trucks Unlimited, after a competitive procurement process. This contract is valid through January 13, 2026, with an optional one-year extension period, and covers the cost of fire apparatus refurbishment.

Following a review of Contract #110921-BLE and a proposal from Fire Trucks Unlimited, a wholly owned subsidiary of Brindlee Mountain Fire Apparatus, the City's Purchasing Agent has determined that refurbishing V138 through Sourcewell is in the City's best interest.

FINANCIAL STATEMENT

The Finance Department is finalizing the FY 2024-25 audit. Based on a combination of changes to revenues and one-time expenditure savings last fiscal year, the City ended the year with approximately \$3M more than was forecasted in General Fund Reserves. Funding for the refurbishment of V138 is not currently included in the approved FY 2025-26 operating budget. Staff is recommending the City Council authorize the transfer and appropriation of \$803,260.33 from General Fund Reserves to the FY 2025-26 Vehicle Replacement Fund Operating Budget, to fund the refurbishment. There will be a broader discussion about the remaining year end funds as part of the City Council's midyear budget discussion in February.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATIONS

Adopt Resolution:

1. Authorizing the transfer and appropriation of \$803,260.33 from available General Fund reserves to the Fiscal Year 2025-26 Vehicle Replacement Fund operating budget; and
2. Authorizing the refurbishment of V138, a 2005 Pierce Arrow XT Type 1 Fire Engine, by Fire Trucks Unlimited, a wholly owned subsidiary of Brindlee Mountain Fire Apparatus, per Sourcewell contract #110921-BLE, in the amount of \$717,880.89, with an initial deposit totaling \$392,940.45 to be paid April 1, 2026; and
3. Authorizing the City Manager to approve additional expenditures for unforeseen changes in the refurbishment work to be completed by Fire Trucks Unlimited for a contingency amount not to exceed \$68,000; and
4. Authorizing the open market purchase of select add-ons, such as graphics and replacement radios in an amount not to exceed \$16,551.85; and
5. Authorizing the City Manager to approve additional expenditures for unforeseen changes to select add-ons such as graphics and radios in an amount not to exceed \$827.59 (5% contingency); and
6. Authorizing the City Manager to execute all necessary documents.

ATTACHMENT

Staff Report

Resolution

Fire Trucks Unlimited Refurbishment Proposal



STAFF REPORT

RESOLUTION AUTHORIZING THE REFURBISHMENT OF V138, A 2005 PIERCE ARROW XT TYPE 1 FIRE ENGINE, WITH FIRE TRUCKS UNLIMITED, A WHOLY OWNED SUBSIDIARY OF BRINDEE MOUNTAIN FIRE APPARATUS, PER SOURCEWELL CONTRACT 110921-BLE, AND AUTHORIZING THE TRANSFER AND APPROPRIATION OF \$802,260.33 FROM GENERAL FUND RESERVES TO THE 2025-26 VEHICLE REPLACEMENT FUND OPERATING BUDGET

December 10, 2025

Staff requests approval to execute a contract with Fire Trucks Unlimited to refurbish V138, a 2005 Pierce Arrow XT Type 1 Fire Engine. This engine is 20 years old and has exceeded its anticipated service life. The 2023 AP Triton Community Risk Assessment and Long-Range Master Plan identified this engine as being in poor condition and in need of immediate replacement. The City recently obtained a quote to replace V138 with a comparable engine for \$1,226,690 with an anticipated 52-month build time. The City is still awaiting delivery of the Type 1 fire engine ordered in 2022, which had a purchase price of \$976,826. We anticipate receiving this engine in January 2026.

Due to the delivery timeline and price increase associated with a new engine, staff requested a proposal from Fire Trucks Unlimited to complete a refurbishment of V138. The refurbishment process has been used by other agencies as a cost-effective and quicker means of upgrading their fleet. San Miguel recently refurbished two similar engines to V138 and have been satisfied with the results. The proposal from Fire Trucks Unlimited will meet all Level II Standards of the National Fire Protection Association (NFPA) 1910 Standard for Fire Truck Refurbishing. The service life of a refurbished engine is anticipated to be 15 years and is comparable to that of a new engine. As part of the refurbishment, this engine would receive a complete engine rebuild, a remanufactured transmission, and a complete breakdown, inspection, and repair of all other systems. The seats, lighting, and other safety components will be replaced with modern equipment that meets the latest safety standards. The engine will be repainted, and the new paint and graphics will match our recent fleet purchases. All components of the refurbishment are covered by a one-year warranty, and all manufacturer warranties for new equipment are extended to the City

Under the proposal provided by Fire Trucks Unlimited, the refurbishment of V138 will start in August 2026, with an estimated completion by April 1, 2027. In order to secure this build timeline, staff is requesting approval to execute the contract now. This refurbishment will be funded through the transfer and appropriation of \$802,260.33 from the General Fund reserves to the FY 2025-26 vehicle replacement fund. The City will make an initial payment of \$392,940.45 to Firetrucks Unlimited on or before April 1, 2026. This initial deposit will allow the vendor to begin procuring parts and preparing for the refurbishment. The final payment will be due upon completion of the refurbishment and prior to delivery to Santee.

Santee Municipal Code 3.24.130 authorizes the City to join with other public jurisdictions in cooperative purchasing plans or programs as determined by the purchasing agent to be in the City's best interest. On January 25, 2022, Sourcewell, a local government cooperative of which the City is a member, awarded Contract #110921-BLE to Brindlee Mountain Fire Apparatus, the parent company and owner of Fire Trucks Unlimited, after a competitive procurement process. This contract is valid through January 13, 2026, with an optional one-year extension period, and covers the cost of fire apparatus refurbishment.

The total project cost, including select add-ons and contingencies, is \$803,260.33. The anticipated cost to refurbish V138 in the Fire Trucks Unlimited proposal is \$717,880.89. Due to the potential for unforeseen repairs during the refurbishment process, the proposal also requires the City to provide a \$68,000 contingency fund. Any unused contingency funds will be returned to the City at the completion of the refurbishment. Additionally, staff is requesting \$16,551.85 to purchase select add-ons such as graphics and radios, and an additional contingency of \$827.59 (5%) for these add-ons.

1. Base Price Sourcewell #110921-BLE	\$ 717,880.89
2. Fire Trucks Unlimited Contingency	\$ 68,000.00
SUBTOTAL for engine refurbishment	\$ 785,880.89
3. After-market Add-ons (separate vendors)	\$ 16,551.85
4. Contingency Fund for aftermarket add-ons (5%)	\$ 827.59
TOTAL COST:	\$ 803,260.33

Staff requests authorization to refurbish V138 through Fire Trucks Unlimited, and select add-ons such as mobile radios, radio chargers, and graphics, for an amount not to exceed \$803,260.33. This total includes a contingency fund of \$68,000 established for the refurbishment work completed by Fire Trucks Unlimited, and a contingency fund of \$827.59 (5%) for the select add-ons.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
AUTHORIZING THE COOPERATIVE REFURBISHMENT OF V138, A 2005 PIERCE
ARROW XT TYPE 1 FIRE ENGINE, AND AUTHORIZING THE TRANSFER AND
APPROPRIATION OF \$803,260.33 FROM GENERAL FUND RESERVES TO THE
FISCAL YEAR 2025-26 VEHICLE REPLACEMENT FUND OPERATING BUDGET**

WHEREAS, City vehicle number V138 is a 2005 Pierce Arrow XT Type 1 Fire Engine that has exceeded its expected service life; and

WHEREAS, the City received a recent proposal to replace V138 with a similar make and model Type 1 Fire Engine from the same manufacturer for \$1,226,690 with a 52-month build time; and

WHEREAS, the City received a recent proposal from Fire Trucks Unlimited for a comprehensive refurbishment for V138 at a substantially lower cost compared to replacement and a 6-month build time; and

WHEREAS, a refurbishment of V138 would modernize the engine and deliver an expected 15-year additional service life to the City; and

WHEREAS, funds in the amount of \$803,260.33 would be transferred from the General Fund reserves and appropriated to the FY 2025-26 Vehicle Replacement Fund operating budget to cover the cost of the fire engine refurbishment ; and

WHEREAS, on January 25, 2022, Sourcewell, a State of Minnesota local government unit and service cooperative, of which the City is a participating member, negotiated Contract #110921-BLE with Brindlee Mountain Fire Apparatus, of which Fire Trucks Unlimited is a wholly owned subsidiary, setting prices for the refurbishment of fire apparatus; and

WHEREAS, Santee Municipal Code Section 3.24.130(A) authorizes the City to utilize cooperative purchasing plans programs as determined by the purchasing agent to be in the City's best interest; and

WHEREAS, upon review of Contract #110921-BLE and the quotation provided by Fire Trucks Unlimited in accordance with its terms, the Purchasing Agent finds the use of this contract to be in the City's best interest to refurbish V138 for \$803,260.33.

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

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

SECTION 2. The City Council of the City of Santee hereby:

1. Authorizes the transfer and appropriation of \$803,260.33 from available General Fund reserves to the Fiscal Year 2025-26 Vehicle Replacement Fund operating budget; and

RESOLUTION NO. _____

2. Authorizes the refurbishment of V138, a 2005 Pierce Arrow XT Type 1 Fire Engine, per Sourcewell Contract #110921-BLE in the amount of \$717,880.89; and
3. Authorizes the City Manager to approve additional expenditures for unforeseen changes in the refurbishment of V138 in the amount not to exceed \$68,000.00; and
4. Authorizes the open market purchase of select add-ons, such as graphics and radios, in the amount not to exceed \$16,551.85; and
5. Authorizes the City Manager to approve additional expenditures for unforeseen changes in the select add-ons, such as graphics and radios, in the amount not to exceed \$827.59 (5% contingency); and
6. Authorizes the City Manager to execute all necessary documents related to the refurbishment of V138.

SECTION 3. 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.

SECTION 4. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 5. This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 10th day of December 2025, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

APPROVED

JOHN MINTO, MAYOR

ATTEST

JAMES JEFFRIES, CITY CLERK

CITY OF SANTEE FIXED FEE AGREEMENT FOR FIRE TRUCK REFURBISHMENT SERVICES

This Agreement for Fire Truck Refurbishment Services ("Agreement") is entered into this ____ day of _____, 2025 (the "Effective Date") by and between the City of Santee, ("City") and Brindlee Mountain Fire Apparatus, L.L.C., a Delaware limited liability company with its principal place of business at 15410 US-231, Union Grove, AL 35175 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties." The Parties hereby agree as follows:

1. PURPOSE.

1.1 Project.

Contractor desires to perform and assume responsibility for the provision of, and City desires to engage Contractor to render services for the refurbishment of the City's Unit 30518 (E205) – 2005 Pierce Arrow XT Pumper (v4.1) (VIN 4P1CA01W55A004678) ("Vehicle") to a like-new condition on the terms and conditions set forth in this Agreement and its attached exhibits.

Section 3.24.130 of the Santee Municipal Code authorizes the City to join with other public jurisdictions in cooperative purchasing plans or programs as determined by the purchasing agent to be in the City's best interest. Sourcewell, a purchasing cooperative of which City is a member, issued a competitive procurement process for fire engine refurbishment services and awarded a contract to Contractor. The City desires to and is authorized to utilize the Sourcewell Contract (Sourcewell Contract #120921-BLE) resulting from this procurement, which is attached hereto as Exhibit 'B' and incorporated herein by reference ("Sourcewell Contract"), to enter into this Agreement. Contractor shall comply with all applicable terms of the Sourcewell Contract for the City's benefit.

2. TERMS.

2.1 Scope of Services.

2.1.1 Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform all services contemplated by this Agreement ("Services"), as more particularly described in the attached **Exhibit "A"** ("Scope of Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations.

2.1.2 Contractor represents and warrants that the Services contained in the Scope of Services will be sufficient to restore the Vehicle to a like-new condition. Contractor shall perform any additional work (and procure any additional parts and materials) which may be required to restore Vehicle to a like-new condition at Contractor's sole expense. This Agreement is on a fixed-fee basis and City shall not be obligated to

compensate Contractor for any additional costs or expenses which may be necessary to restore the Vehicle to a like-new condition.

2.1.3 Contractor represents and warrants to City that Contractor will perform the Services in a professional and workmanlike manner, in accordance with best industry standards and practices used in well-managed operations performing services similar to the Services.

2.2 Term & Time for Performance.

2.2.1 Term. The term of this Agreement will commence upon the Effective Date and will continue until December 31, 2027 ("Term"), unless earlier terminated as provided herein. The Parties may, by mutual written agreement, extend the Term.

2.2.2 Schedule for Performance. Contractor shall pick up the Vehicle from the City at Fire Station 4, 8950 Cottonwood Ave, Santee, CA 92071, on August 1, 2026. Contractor shall begin production at its facility located at Firetrucks Unlimited, 1175 Center Point Dr, Henderson, NV, 89074, by or before November 1, 2026. Contractor shall complete the Services and deliver the fully refurbished Vehicle to City at Fire Station 4, 8950 Cottonwood Ave, Santee, CA 92071 ("Delivery") by April 30, 2027 ("Delivery Date").

2.3 Consideration.

2.3.1 Compensation. This is a fixed-fee agreement. Subject to Section 2.3.3, Contractor shall receive compensation for all Services rendered under this Agreement in the total amount of \$785,880.89 ("Fixed Fee Amount"). Contractor shall not be entitled to more compensation than the Fixed-Fee Amount to complete the Services. This Agreement is subject to and contingent on budgetary appropriations being approved by the City Council for each fiscal year during the term of the Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the City.

2.3.2 Invoices and Payment. Upon invoice, City shall pay 50% of the Fixed Fee Amount as a deposit on April 1, 2026, and 50% of the Fixed Fee Amount following final inspection at the Contractors facility and correction of any items found during the inspection. 100% payment is to be made before the apparatus is shipped back to Fire Station 4. City shall pay all approved charges within net thirty (30) days of receiving such invoice.

2.3.3 Contingency. The parties acknowledge the Fixed Fee Amount includes a \$68,000 contingency ("Contingency") which is only available to fund change orders for line items 2.01, 19.10, and 20.13 listed in the Scope of Services ("Change Order Items"). The Contingency may not be used for any other item or cost. If the parties agree in writing signed by both parties that a change order is required for Change Order Items, Contractor shall provide the Change Order Items at cost and shall be entitled to offset Contractor's cost with the Contingency. Notwithstanding Section 2.3.2, City shall keep any unspent portion of the Contingency remaining on the date of Acceptance, and

Contractor shall refund to City (within 30 days of City invoice) any amounts necessary to return the unspent portion of the Contingency.

2.4 Acceptance of Vehicle and Equipment/Merchandise. Upon receipt of the refurbished Vehicle, the City, at its option, may conduct a ten (10) business day on-site acceptance test. The acceptance test of the Vehicle will be conducted for the purpose of demonstrating, that, in City's sole opinion that such vehicle and all parts/materials performs like-new in accordance with the manufacturer's specifications and this Agreement. In the event the Vehicle and/or equipment/merchandise does not successfully pass the acceptance test, City shall notify the Contractor, in writing, specifying in reasonable detail in what respects the Vehicle and/or equipment/merchandise failed to perform. Contractor shall immediately correct any deficiencies, disclosed by the acceptance test at Contractor's sole cost (including but not limited to costs of transportation to and from Contractor's facilities). City may repeat the ten (10) business days test again until the Vehicle and equipment/merchandise have successfully passed the acceptance test. The Vehicle will be considered accepted by the City upon the sooner of the following: (a) City's issuance of written acceptance of the Vehicle which acknowledges the Vehicle performs as intended; or (b) ten (10) business days after the date of Contractor's delivery or re-delivery of the Vehicle to City ("Acceptance").

2.5 Responsibilities of Contractor.

2.5.1 Independent Contractor. The Services shall be performed by Contractor or by Contractor's employees under Contractor's supervision. Contractor will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. Contractor is an independent contractor and not an employee of City. Except as City may agree in writing, Contractor shall have no authority, expressed or implied, to act on behalf of City in any capacity whatsoever as an agent of City. Any additional personnel performing the Services under this Agreement on behalf of Contractor will also not be employees of City and will at all times be under Contractor's exclusive direction and control.

2.5.2 Payment of Subordinates. Contractor will pay all wages, salaries, and other amounts due its personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Contractor will bear the sole responsibility and liability for furnishing Workers' Compensation benefits to all such personnel for injuries arising from or connected with the Services.

2.5.3 Licensing. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

2.5.4 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

2.5.5 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules, and regulations, Contractor shall be solely responsible for all costs arising therefrom.

(a) Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

2.5.6 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

2.5.7 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming parts or materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment, parts, or materials incorporated into the work, whichever is later) after the date of final Acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of Acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution

of equipment, parts, and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work (including parts and materials), whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

2.6 Representatives of the Parties.

2.6.1 City' Representative. City hereby designates Fire Chief Harley Wallace, to act as its representative for the performance of this Agreement ("City' Representative"). Contractor shall not accept direction or orders from any person other than the City' Representative.

2.6.2 Contractor's Representative. Contractor hereby designates Jerry Grinstead, Sales Executive, or their designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct performance of the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

2.7 Indemnification.

To the fullest extent permitted by law, Contractor shall indemnify, immediately defend, and hold City, the members of the City Council (each a "Council member"), and City' officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, suits, expenses, liabilities, losses, damages, or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Indemnity Claims"), in any manner arising out of, pertaining to, or incident to any negligent act, error or omission, intentional misconduct, or breach of this Agreement by Contractor, its officials, officers, employees, subcontractors, contractors, or agents in connection with the performance of the Services, or this Agreement, including attorneys' fees and costs, including expert witness fees. Contractor's duty to indemnify does not extend to the Indemnity Claims caused by City' sole negligence or willful misconduct.

Contractor shall immediately defend, with legal counsel reasonably agreed to by City and at Contractor's own cost, expense, and risk, any Indemnity Claims; excluding,

however, such claims arising from City' sole negligence or willful misconduct. Contractor shall control the defense or settlement of any such action, except that Contractor will not have the right to settle or compromise the claim without the consent of City. Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against City or its Council members, officials, officers, employees, volunteers, and agents as part of any Indemnity Claim(s). Contractor shall also reimburse City for the cost of any settlement paid by City or its Council members, officials, officers, employees, agents, or volunteers as part of any Indemnity Claim. Such reimbursement shall include payment for City' attorneys' fees and costs, including expert witness fees. Contractor's obligation to defend and indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its Council, officials, officers, employees, agents, or volunteers.

Notwithstanding the foregoing, to the extent the Services are subject to Civil Code Section 2782.8, the above indemnity and duty to defend shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

2.8 Insurance.

2.8.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to City that it has secured all insurance required under this Section 2.8. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

2.8.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees, or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability. These policies shall include City, and its board members, officers, agents, and employees, as an additional insured on a blanket basis and be primary and not contributory to any policy maintained by City. Contractor shall maintain limits no less than two million dollars (\$2,000,000) per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury, and property damage.

(b) Automobile Liability. Business automobile liability insurance insuring all owned, non-owned, and hired automobiles, in the amount of one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability Insurance.

Contractor shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against City, its Council, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(d) Garagekeeper's Legal Liability Insurance. Policy shall cover physical damage to vehicles owned by others while in the care custody and control of Contractor in an amount of \$1,000,000 per occurrence. Policy shall include "on-hook" coverage for accidents or damage occurring while a vehicle is in tow.

(e) Excess Liability. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own primary or self-insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that City, its Council, officials, officers, employees, agents, and volunteers shall be covered as additional insured. The coverage shall contain no special limitations on the scope of protection afforded to City, its Council, officials, officers, employees, agents, and volunteers.

2.8.3 All Coverages. The general liability and automobile liability policy shall include or be endorsed to state that: (1) City, its Council, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to work by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteer, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by City, its Council members, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(a) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(i) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against City, its Council members, officials, employees, agents, and volunteers, for any claims arising out of the work of Contractor.

(ii) Policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention and City, at its option, may require Contractor to secure the payment of such deductible or

self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of City.

(iii) Prior to start of work under this Agreement, Contractor shall file with City evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s).

(iv) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be cancelled or otherwise terminated by the insurer or the Contractor or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City, Attention: City of Santee Risk Manager, 10601 Magnolia Ave, Santee, CA 92071.

(v) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from City as to the use of such insurer.

(vi) Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

2.8.4 Reporting of Claims. Contractor shall report to City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

2.9 Termination of Agreement. City may, by written notice to Contractor, terminate the whole or any part of this Agreement without liability to City if Contractor fails to perform or breaches any of the terms contained herein. City may terminate this Agreement for any reason or for no reason on thirty (30) days' written notice to Contractor. Upon termination, Contractor shall be compensated only for those Services that have been performed and delivered to City's satisfaction, and Contractor shall be entitled to no further compensation.

2.10 Risk of Loss. Risk of loss or damage to the Vehicle shall remain with Contractor from the moment the Vehicle is picked up until final Delivery to City, including when Vehicle is in Contractor's care from pickup to re-delivery during acceptance testing.

2.11 Ownership of Materials and Confidentiality.

2.11.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or

works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall deliver to City on demand or upon the termination or expiration of this Agreement, all such Documents & Data which shall be and remain the property of the City. If City uses any of the data, reports, and documents furnished or prepared by Contractor for use in Services other than as shown on Exhibit A, Contractor shall be released from responsibility to third parties concerning the use of the data, reports, and documents. Contractor may retain copies of the materials. City may use or reuse the materials prepared by Contractor without additional compensation to Contractor.

2.11.2 Confidential Information. Any financial, statistical, personal, technical, and other data and information relating to a Party's operations which are made available to the other Party in order to carry out this Agreement shall be reasonably protected by such other Party from unauthorized use, except to the extent that disclosure thereof is required to comply with applicable law, including the California Public Records Act. The disclosing Party shall identify all confidential data and information at the time it is provided. Confidentiality does not apply to information which is known to a receiving Party from other sources, which is otherwise publicly available, or which is required to be disclosed pursuant to an order or requirements of a regulatory body or a court.

2.11.3 Disclosure. Except as may be required by applicable law, neither Party shall make any disclosure of any designated confidential information related to this Agreement without the specific prior written approval from the other of the content to be disclosed and the form in which it is disclosed, except for such disclosures to the Parties' financing sources, other secured parties, creditors, beneficiaries, partners, members, officers, employees, agents, consultants, attorneys, accountants, and exchange facilitators as may be necessary to permit each Party to perform its obligations hereunder and as required to comply with applicable laws or rules of any exchange upon which a Party's shares may be traded. Notwithstanding the foregoing, nothing contained herein shall be deemed to restrict or prohibit City from complying with applicable law regarding disclosure of information, including the California Public Records Act.

2.11.4 Publicity. Contractor shall not use City' name or insignia, photographs of City property, or any publicity pertaining to the Services in any advertisement, magazine, trade paper, newspaper, television, or radio production, or other similar medium without the prior written consent of City.

2.12 Subcontracting/Subconsulting.

2.12.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Contractor will be solely responsible for the payment of all subcontractors and other third parties engaged by or through Contractor to provide, perform, or assist in the provision and delivery of the Services.

3. General Provisions.

3.1.1 Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

City:

City of Santee
10601 Magnolia Ave
Santee, CA 92071
Attn: Fire Chief Harley Wallace
Email: hwallace@cityofsanteeca.gov

CONTRACTOR:

**Brindlee Mountain Fire Apparatus,
L.L.C.**
1175 Center Point Drive
Henderson, NV 89074
Attn: Jerry Grinstead
Email:
Jerry@FireTrucksUnlimited.com

Such notice shall be deemed made when personally delivered or when mailed, upon deposit in the U.S. Mail, first class postage prepaid and registered or certified addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.1.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, ethnic group identification, mental disability, physical disability, medical condition, genetic information, marital status, ancestry, sex, gender, sexual orientation, gender identity, gender expression, age, or military and veteran status. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

3.1.3 Time of Essence. Time is of the essence for each and every provision of this Agreement. The acceptance of late performance shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

3.1.4 City' Right to Employ Other Contractors. City reserves the right to employ other contractors in connection with the Services.

3.1.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.1.6 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City.

3.1.7 Amendment. This Agreement may not be altered or amended except in a writing signed by both Parties.

3.1.8 Waiver. All waivers under this Agreement must be in writing to be effective. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition.

3.1.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.1.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.1.11 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California. The exclusive venue for any dispute arising out of or relating to this Agreement shall be in San Diego County, California.

3.1.12 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.1.13 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.1.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.1.15 Integration. This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. Neither Party shall be deemed to be the drafter of this Agreement and no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

3.1.16 Interpretation. This Agreement has been negotiated at arm's length and between parties sophisticated and knowledgeable in the matters dealt with in this Agreement. Each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including, without limitation, California's Civil Code Section 1654) or legal decisions that would require interpretation of any ambiguities in this Agreement against the party that has drafted it shall not be applicable and are hereby waived. The provisions of the Agreement shall be interpreted in a reasonable manner to effectuate the purpose of the Parties and this Agreement.

3.1.17 Sourcewell Contract. Contractor shall afford the City all applicable rights, privileges, warranties and benefits due and owing to Sourcewell and its participating entities under the Sourcewell Contract, and shall abide by all applicable obligations and covenants of Contractor set forth in the Sourcewell Contract. In the event

of any conflict between the terms of this Agreement and its other exhibits and attachments, and the terms of the Sourcewell Contract, the terms of this Agreement and its other exhibits and attachments shall control.

3.1.18 Precedence. In the event of any conflict, inconsistency, or ambiguity between the terms and conditions in the main body of this Agreement and the terms and conditions in any exhibit, the main body of this Agreement shall control. This Agreement and all attached exhibits will be construed to be consistent, insofar as reasonably possible. When interpreting this Agreement, precedence shall be given to its respective parts and amendments in the following descending order:

- (a) Amendments to this Agreement entered into pursuant to Section 3.1.7 herein.
- (b) This Agreement.
- (c) Exhibit A: Scope of Services.
- (d) Exhibit B: Sourcewell Contract

IN WITNESS WHEREOF, the Parties hereby have caused this Agreement to be executed on the Effective Date:

APPROVED:

City of Santee

By: _____

Name: _____

Title: _____

APPROVED:

**Brindlee Mountain Fire Apparatus,
L.L.C.**

By:  _____

Name: Jerry Grinstead

Title: Sales Executive

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
Shawn Hagerty, City Attorney

EXHIBIT A SCOPE OF SERVICES

Contractor shall refurbish and restore the Vehicle to like-new condition. Contractor shall reset the service life of all Vehicle systems, including fabrication of body, plumbing, and lighting. The Services shall include the following, wherein "we" is synonymous with Contractor and "you" is synonymous with City:

Refurbishment: Your truck will be transported to our facility where certified EVTs will perform the refurbishment work. Rigorous quality control checks are performed at each station to ensure exceptional quality. Your Project Coordinator will be in constant contact to keep you current with the progress of your refurbishment.

Final Inspection & Delivery: Your team will visit our facility near Las Vegas to inspect the finished truck. We review the project scope together to ensure you are fully satisfied with the work performed before your truck returns to service.

Ongoing Support: You can count on Firetrucks Unlimited for support before, during and after the project. Every refurbishment comes with a one-year warranty and any issues that may arise will be immediately addressed by our support team.

Best Price Guarantee

You get the most value for your money when you refurbish with Firetrucks Unlimited. We give you the best price upfront and stick to it. We guarantee that our pricing will always be better than the OEMs.

Most Refurbishment Experience

Experience matters when it comes to your trucks! Our master EVT technicians have refurbished hundreds of trucks for fire departments all over the world, more than any other company!

Specialized Refurbishment Facilities

Our 50,000 sq. ft. facilities are specially designed for fire truck refurbishment which results in higher quality, faster turnaround, and lower costs for our customers.

Fastest Turnaround Times

You need your trucks in service, we get that! We lead the industry with the fastest turnaround times and are ready to take on your project. If you need a rental during the refurbishment process we have many units available to choose from.

Top Equipment Brands

We're partnered with all the industry-leading equipment brands. The equipment on your refurbished truck will be the same as a new truck you buy from an OEM.

Best Warranty

You can count on Firetrucks Unlimited to support you before, during, and after the project. Your refurbished truck comes with a one-year warranty on all items in the statement of work. In addition, all warranties offered by the manufacturers of new components are extended to you. Our nationwide service capabilities ensure any warranty claims you may have will be addressed asap.

01.05 Level II Refurbishment	The fire apparatus shall be refurbished to the Level II standards of the NFPA 1910 Standard for Fire Apparatus Refurbishing Current Edition.
01.10 Break Down Apparatus	The apparatus shall be disassembled including removal of all bolt-on items, interiors, and major components as necessary for the below statement of work.
01.15 Incoming Inspection	Upon arrival, the apparatus shall be inspected, road tested, and pumped (if applicable) per the NFPA 1910.
01.21 Inbound Shipping	Firetrucks Unlimited will cover the following shipping: From Santee, CA to the FTU campus in Henderson, NV.
01.22 Outbound Shipping	Firetrucks Unlimited will cover the following shipping: From Henderson, NV to Santee, CA
02.01 Frame Rails	The frame shall be inspected, and any deficiencies identified during the inspection will be reported to the Purchaser via change order.
03.05 Universal Joints & Carrier Bearings (2X4)	The drive shafts shall be rebuilt and rebalanced. Universal joints and carrier bearings shall be replaced.
04.07 Caterpillar Engine	The CAT C12 engine shall be rebuilt. Engine parasitics will also be replaced including a remanufactured starter. (Serial Number: 3CPXH0729EBV)
04.15 Air Intake System	The air intake filter shall be replaced.
04.20 Engine Insulation	The engine insulation shall be replaced with new heavy-duty aluminized insulation, secured using high-heat adhesive and aluminum tape.
05.10 Coolant Lines	All coolant lines shall be replaced with new heavy-duty silicone hose. All clamps shall be replaced.
05.15 Radiator & Charge Air Cooler Overhaul	The radiator shall be removed, re-cored, and reassembled with new gaskets, sight glass, drain plug, and hardware. The charge air cooler will be cleaned, pressure tested, and reinstalled with new silicone hoses and replaced clamps.
06.10 Oil, Fluids & Filters	All chassis fluids, including engine oil, transmission fluid, radiator coolant, gear oil, power steering fluid, cab lift fluid, and transfer case oil shall be replaced. Any associated filters will also be replaced.
07.05 Fuel System Components	The fuel pump, filter, fill hose, supply lines, and fuel-level sending units will be replaced.
07.10 Fuel Tank Overhaul	The fuel tank shall be removed, inspected for damage and corrosion, cleaned, and reconditioned. The fuel tank straps will be replaced.
07.20 Air Governor	The air governor shall be replaced.

07.25 Air Dryer	The air dryer shall be replaced.
08.05 Replace Muffler, Wrap, Flex, and Tip	The muffler shall be replaced with a new OEM-specific muffler. The exhaust wrap shall be replaced with high-temperature insulation wrap. Damaged flex plumbing and all clamps shall be replaced with new components. The exhaust tip shall be replaced.
09.05 Front Axle	The front axle shall be removed and inspected for wear. The bearings shall be replaced. New wheel seals shall be installed.
09.20 Rear Axle	The rear axle shall be removed and inspected for wear. The rear end and third member shall be disassembled and inspected. Tolerances shall be reset, and a new pinion seal and wheel seals shall be installed. The bearings shall also be replaced.
10.07 Front Disc & Rear Drum Brakes	The Front Disc and Rear Drum brakes will be replaced, including chambers, sensors, and related components.
11.04 Front Suspension - TAK-4	The Pierce TAK-4 suspension shall be overhauled, including the replacement of ball joints, control arm bushings and pins, shims, necessary hardware, torsion bars, crossover tube, and threaded rod ends.
11.11 Shocks - TAK-4	TAK-4-specific shock absorbers, rubber stops, and related mounting hardware will be replaced.
11.25 Mud Flaps	The mud flaps shall be replaced with new heavy-duty rubber mud flaps with Firetrucks Unlimited logos.
12.11 Steering Components - TAK-4	The TAK-4 steering will be overhauled to include the Tie link and Toe Control link, along with any associated hardware.
12.21 TAK-4 Steering Gear Boxes	The TAK-4 steering gearboxes shall be replaced with a remanufactured gearboxes. Associated hardware will be updated. Quantity: 2
13.20 Transmission 4000 Series Remanufactured	The transmission shall be removed and replaced with a remanufactured transmission of like make and model.
14.05 Alternator	The existing alternator shall be replaced.
14.06 Batteries	New Group 31 batteries and battery links shall be installed. Qty. 6
14.07 Battery Charger	A new 40-amp Auto Battery Charger shall be installed. A new remote display will be installed in the existing location.
14.08 Auto Eject	A new Kussmaul 120-volt 20-amp Super Auto Eject with a Red Cover shall be installed in the existing location.

14.10 Heavy Gauge Battery Wiring	The wiring from the batteries to the starter shall be replaced.
14.11 Chassis Wiring Harness	The chassis wiring harness will be inspected and repaired as needed.
14.12 Body Wiring Harness	The body wiring harness will be inspected and repaired as needed.
14.14 Warning Lights - Zone A (Whelen Hundred Series)	<p>Zone A Upper: The light bar shall be replaced with a new 72-inch Whelen Edge Ultra Freedom light bar. The light bar will be populated with eight (8) red forward-facing and four (4) red side-facing flashing LED modules. The lenses shall be clear.</p> <p>Zone A Lower: The forward-facing emergency lights shall be replaced with four (4) Whelen 600 Series LED light head(s). Two lights will be Red LED and lens color, and two will be White LED with Clear lenses.</p>
14.17 Reflectors	The red and amber reflectors on the apparatus will be replaced.
14.18 Warning Lights - Zone B & D (Whelen Hundred Series)	<p>Zone B/D Lower: The side-facing warning light on the cab shall be replaced with two (2) Whelen 700 Series LED light head(s). The LED color and lens color shall be red. New chrome bezels will be installed.</p> <p>Zone B/D Lower: The lower side facing emergency lights shall be replaced with four (4) Whelen 700 Series LED and two (2) Whelen 600 Series LED light head(s). The LED color and lens color shall be red. New chrome bezels will be installed.</p>
14.20 Warning Lights - Zone C (Whelen Hundred Series)	<p>Zone C Upper: The rear upper warning lights shall be replaced with two (2) Whelen 900 Series LED light head(s). The LED color and lens color shall be red. New chrome bezels will be installed.</p> <p>Zone C Lower: The rear-facing emergency lights shall be replaced with two (2) Whelen 600 Series LED light head(s). The LED color and lens color shall be red. New chrome bezels will be installed.</p>
14.23 Clearance/Marker Lighting	The clearance/marker lights will be replaced with new LED lights.
14.24 Brake, Reverse & Turn Signals (Whelen Hundred Series)	<p>Front: The turn signal will be replaced with a Whelen 600 Series Amber Turn Signal with an Arrow Pattern, mounted in the existing configuration.</p>

	<p>Rear: The brake, reverse, and turn signal lights will be replaced with new Whelen 600 Series LED Brake/Tail, Turn, and Backup light heads, mounted in the existing configuration.</p>
14.28 Ground Lighting	Ten (10) new white LED constant duty ground lights shall be installed in stepping areas under the apparatus.
14.29 Compartment Lighting - Strip Lighting	LED strip lights will be installed in all exterior compartments, two per compartment. Existing round lights will be removed, cover plates installed, and old wiring terminated.
14.30 Step Lighting	The existing cab & body step lights shall be replaced with new LED lights.
14.32 Interior Lighting	The cab interior lighting shall be replaced with new Weldon Dual LED Red/White dome lights. Quantity: 4
14.33 Air Horn	The existing air horns shall be rebuilt and polished.
16.15 Radios	The Purchaser-Supplied radio shall be installed in the cab with the necessary antenna(s).
17.09 Replace Switches	Rocker style switches inside the forward area of the cab will be replaced.
17.10 Windshield	The windshields, including rubber gaskets, will be removed and replaced.
17.11 Windshield Washing System	The windshield washing system shall be overhauled to include new blades, new hoses, and nozzles.
17.19 Cab Door Seals	The cab door seals shall be replaced with new OEM door seals. The doors shall be adjusted for proper fit after new seals are installed.
17.22 Upholstery	The interior upholstery will be replaced with gray vinyl. Areas to be reupholstered include the ceiling, doghouse, wall panels, door panels, and instrument panels (if applicable). Broken fasteners will also be replaced.
17.26 Flooring	The flooring shall be replaced with heavy-duty black Baryfol material. It will be secured with heavy-duty adhesive, and any damaged trim pieces will be replaced.
17.27 Seat Belt(s)	The seat belt(s) shall be replaced with new NFPA-compliant red seat belt(s) and receivers meeting OEM specifications.
17.28 Driver's Seat	The driver's seat shall be replaced with a new H.O. Bostrom Sierra Air ride seat with grey Durawear material unless otherwise specified by the Purchaser.

17.29 Officer's Seat	The officers' seat shall be replaced with a new H.O. Bostrom Tanker 450 SCBA seat with grey Durawear material unless otherwise specified by the Purchaser. The seat shall be equipped with SecureALL SCBA brackets.
17.30 Rear Facing Crew Seat	The rear-facing crew seat shall be removed, and the old mounting holes shall be filled. New seats will not be installed. Credits shall be applied. (Updated in V4)
17.31 Forward-Facing Crew Seats	Two (2) new forward-facing crew seats will be installed on the existing pedestal. The seats will be H.O. Bostrom Tanker 450 SCBA seat(s) with grey Durawear material (unless otherwise specified). The seat shall be equipped with SecureALL SCBA brackets. Quantity: 2 Seats (Added in V4)
17.32 Crew Seat(s)	Forward-facing, Flip-up style Crew seat(s) shall be replaced with new. Seats will come with grey Durawear material unless otherwise specified by the Purchaser. Quantity: 2 seats
17.46 Warning Stickers	The required safety labels inside the cab and around the apparatus shall be replaced with new.
17.49 Cab Hardware	Broken or missing cab hardware including latches, A/C louvers, clips, hooks, and brackets shall be replaced as necessary.
17.50 HVAC System	The A/C system will be inspected, recharged, and a new dryer and compressor installed. Rubber A/C lines and condenser fans will be replaced as needed. The heater system will be checked, and the heater hoses replaced. Any issues found in the HVAC system will be reported to the Purchaser.
17.57 Cabin Air Filtration	A new TFT CrewProtect 100 air filter system will be installed. The unit will be wired to run off chassis power and the specific mounting location will be determined during Pre-Con. (Added in V4)
18.10 Compartment Doors - Hinged	Exterior compartment doors will be inspected for proper operation. Latches and handles will be adjusted and lubricated. New seals, stays, shocks, springs, and straps will be installed. Damaged or missing components will be replaced or repaired as needed.
18.30 Exterior Grab Rails	The cab and body exterior grab rails shall be replaced with aluminum knurled handrails, chrome stanchions, and new rubber gaskets.
18.40 Shelving	Existing shelving will be removed, cleaned, and inspected for damage. Repairs will be made as needed.
18.42 Dry Deck	The compartment floors and shelving shall have new dry deck flooring installed.
18.90 Diamond Plate Cleaning & Polishing	All non-welded exterior aluminum diamondplate shall be removed, cleaned, de-oxidized, and machine polished. A gray seam seal bead will be applied to

	prevent water intrusion behind the diamond plate upon reinstallation.
19.05 Steam Cleaning Pre-Paint	Prior to bodywork and prepping, the apparatus shall be completely steam cleaned to remove all debris, dirt, oils, grease, and other contaminants.
19.10 Body Work	The cab and body shall be inspected for damage and imperfections. Minor dents, scratches, and cracks will be repaired. Major bodywork and corrosion damage will be reported to the Purchaser. Repairs will be quoted via change order.
19.20 Interior	All painted surfaces in the cab including seat bases shall be refinished.
19.30 Compartments	The compartment interiors shall have all mounting brackets removed. Holes that are not to be re-used shall be welded and ground down. The compartment interiors and compartment shelving shall be re-finished with grey splatter paint.
19.35 Paint Surface Preparation	Prior to paint preparation, all bolt-on components shall be removed from the cab and body.
19.40 Primer and Preparation	After sanding, the cab and body shall be sealed and a primer coat shall be applied. After priming, the painting surface shall be sanded in preparation for the final coat. Excludes Roll-Up Doors.
19.45 Cab and Body Paint and Polishing	After final preparation, the cab and body will be painted with high-quality, low V.O.C., polyurethane base paint. A minimum of three coats will be applied for full coverage and a high gloss finish. Roll-up doors are excluded.
19.55 Pump and Plumbing	The pump enclosure and plumbing shall be refinished in the existing color.
19.61 Wheels Polishing	The front and rear outer aluminum wheels shall be polished.
19.65 Paint Code(s) and Layout	The Purchaser will provide all paint code(s). If the Purchaser does not have this information, Firetrucks Unlimited will match the existing paint color with an electronic paint matching system. The Purchaser will instruct Firetrucks Unlimited if the layout is to remain the same, or if a new design is required. Design work is available for an additional fee.
19.75 Chevrons	Rear-facing vertical surfaces shall be covered with alternating stripes of reflective material as specified by the Purchaser. The Purchaser will specify which surfaces will be covered.
20.13 Rebuild Pump & Gear Box	The Waterous pump bodies, impellers, and transfer valves shall be flushed with clean water. The pump transmission shall be removed and internal components shall be inspected. The bottom half of the pump volute shall be lowered and inspected. A new impeller assembly will be installed including impellers, wear rings, and seals/gaskets. Standard packing is included. The

	Purchaser shall be notified of any cracks, damages, pitting, spider cracks, and bad bearings and quoted via change order. (Serial Number: 118819)
20.14 Primer (Oil Less)	The existing primer shall be replaced with new oil-less primer.
20.28 Pump Test	The pump shall be dynamically tested for leaks and to ensure NFPA capacity ratings are met. A Firetrucks Unlimited pump certification will be provided when the work is complete.
20.29 Discharge and Intake Relief Valves	The relief valve body will be removed, cleaned, and inspected for wear or pitting. Minor imperfections will be sanded or honed for smooth operation. The relief valve will be reinstalled and tested to meet manufacturer and NFPA standards.
20.30 Rebuild Discharge & Intake Valves	All discharge, tank fill, tank-to-pump, and auxiliary inlet valves will be removed for cleaning and bench rebuilding. Valve seals and valve balls will be replaced.
20.33 Drain valves	All drain valves shall be replaced with new.
20.35 Discharge Pressure Gauges	Discharge pressure gauges on the pump panel will be replaced with new gauges of the same size and style.
20.40 Engine & Fuel Gauges	Pump panel engine gauges, including the engine hours and temperature gauges, will be replaced.
20.41 Pump Panel Lighting	New LED lights will be installed on the pump panel.
20.48 Intake Screens	The pump intake screens shall be replaced with new.
20.50 Pump Panels	The pump panels will be fully disassembled. The pump panel shall be cleaned prior to reassembly.
21.30 New Foam Proportioner	A new FoamPro 2001 automatic foam injection system shall be installed. The system shall be plumbed to three (3) discharges and accommodate one type of foam. (Added in V4)
22.10 Water Tank Inspection and Repair	The water tank shall be inspected and tested for leaks. Any damage/leaks shall be reported to the Purchaser for advisement.
26.01 Re Assembly	After completing the mechanical overhaul and paint processes, all items that were removed and not specifically mentioned in the above statement of work will be re-installed on the vehicle.
26.02 Detailing & Finalization	Before the final delivery of the apparatus, the interior and exterior be cleaned and detailed. The finalization process detailing will include installation of

	NFPA-required labels, checking fluid levels, sealing and caulking required areas of the cab and body, paint touch-up, etc.
26.03 Final Inspection & Punch List	A Final Inspection walk around will be done with the Purchaser. During the final inspection with the Purchaser, a project manager shall be present at the walk-around and answer questions the Purchaser may have about the refurbishment. After the final inspection notes are complete, any deficiencies will be corrected prior to the scheduled delivery.
26.05 Contingency	A contingency budget of \$68,000 shall be used for change orders throughout the project. Taxable amount may change based on the amount used. (Updated in V4)
26.08 Warranty	A 1-year limited warranty shall cover your refurbished apparatus for all services outlined in the above statement of work. Warranty includes parts and workmanship.

Taxable Amount: \$252,205.00

CA Tax rate 7.75%: \$19,545.89

Sub Total: \$271,750.89

Non-Taxable Amount: \$514,130.00

Grand Total: \$785,880.89

**EXHIBIT B
SOURCEWELL CONTRACT**

120921-BLE



Solicitation Number: RFP #120921

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Brindlee Mountain Fire Apparatus, LLC, 15410 US Highway 231, Union Grove, AL 35175-8541 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Used and Pre-Owned Firefighting, Fire Service, Ambulance, and Emergency Service Vehicle Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 13, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Equipment and Products provided under this Contract may be used or pre-owned, and need not be current model. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Any additional warranty offered by Supplier will be as stated in the transaction documents negotiated between Supplier and the Participating Entity. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the

Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to

Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used

to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions

of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

- A. LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. § 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

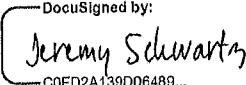
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

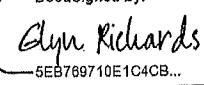
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

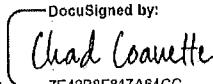
Sourcewell

DocuSigned by:
By: 
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/11/2022 | 1:20 PM CST

Brindlee Mountain Fire Apparatus, LLC

DocuSigned by:
By: 
Glyn Richards
Title: Business Development
Date: 1/25/2022 | 3:04 PM EST

Approved:

DocuSigned by:
By: 
Chad Coauette
Title: Executive Director/CEO
Date: 1/25/2022 | 2:30 PM CST

RFP 120921 - Used and Pre-Owned Firefighting, Fire Service, Ambulance, and Emergency Service Vehicle Solutions

Vendor Details

Company Name: Brindlee Mountain Fire Apparatus, LLC
15410 US Hwy 231
Address: Union Grove, AL 35175
Contact: Glyn Richards
Email: grichards@firetruckmall.com
Phone: 256-517-7995
HST#: 63-1281979

Submission Details

Created On: Friday November 05, 2021 09:44:21
Submitted On: Thursday December 09, 2021 10:11:26
Submitted By: Lisa Kirby
Email: lkirby@firetruckmall.com
Transaction #: 9ad436db-5612-4f7d-bf1c-744afb20faab
Submitter's IP Address: 68.113.105.28

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Brindlee Mountain Fire Apparatus, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Firetrucks Unlimited, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Proposer Physical Address:	15410 US Highway 231, Union Grove, AL 35175-8541
5	Proposer website address (or addresses):	http://www.firetruckmall.com http://www.firetrucksunlimited.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Glyn Richards, Business Development, grichards@firetruckmall.com, (256) 517-7995 Mail: 15410 US Highway 231, Union Grove, AL 35175-8541
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Glyn Richards, Business Development, grichards@firetruckmall.com, (256) 517-7995 Mail: 15410 US Highway 231, Union Grove, AL 35175-8541
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nathan Jewett, Apparatus Sales & Purchasing Manager, njewett@firetruckmall.com, (256) 203-4929 Mail: 15410 US Highway 231, Union Grove, AL 35175-8541

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	At Brindlee Mountain Fire Apparatus (BMFA) we empower North America's firefighting communities with quality, affordable vehicles and the highest standard of customer service. BMFA is the largest seller of used and pre-owned fire trucks in both the US & Canada. The business was founded by James Wessel in 2001, who is still active in the day to day operations. Mr. Wessel's passion is the fire industry, to support fire departments nationwide. Fueled by that passion, he has built a very successful company that sells over 500 trucks annually. BMFA's core values are Integrity, Service, Excellence, and Gratitude. The mission is to be excellent in every aspect of buying, selling, and fixing used fire trucks.
10	What are your company's expectations in the event of an award?	BMFA does all things related to fire trucks, except build new ones. This proposal offers a wide array of products and services which empower fire departments of local communities to get the most from their fleets. The company expects to assist many Participating Entities to maximize the efficiency and effectiveness of their fire apparatus fleet. The result will be an increase in the annual value from the firefighting apparatus contract of Sourcewell.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	BMFA celebrated its twentieth anniversary in 2021, earning a steady trend of increasing revenue and profits since the beginning. The company is well-capitalized, enabling the flexibility to acquire used fire trucks for cash, maintaining the largest inventory in the industry, and investing in equipment, people, and systems to serve customers with excellence. As a private company, the firm's financial information is confidential, however, an attached letter from Regions Bank speaks to BMFA's financial condition.
12	What is your US market share for the solutions that you are proposing?	BMFA is the largest buyer and seller of used fire trucks in the US. Based on the limited market information available, BMFA estimates its market share to be 50%.
13	What is your Canadian market share for the solutions that you are proposing?	BMFA is also the largest buyer of used Canadian fire trucks, however, there is not enough market data to reliably estimate Brindlee's share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) From an enterprise view, BMFA is best described as a dealer -- buying products manufactured by others, then remounting & refurbishing those products for sale to fire apparatus end-users. Much like a used automobile dealer, BMFA does not need authorization from vehicle manufacturers to trade. b) BMFA is also a service provider, with a range of solutions for fire departments. The services proposed herein would be provided directly by the company's employees in most cases. In some cases, where beneficial to Participating Entities, services may be provided by independent dealers authorized by BMFA.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	BMFA's business does not require certifications. However, the company employs 23 technicians who collectively hold 215-Emergency Vehicle Technician certifications. BMFA holds the requisite licenses to conduct its business under the laws of the State of Alabama. Firetrucks Unlimited holds the requisite licenses to conduct its business under the laws of the State of Nevada.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	The used fire truck market is a very specialized industry that does not offer any awards or recognition. In our 20 years of business, we have grown to become the largest entity in this market segment. A testament to our position in the industry is the frequency with which insurance companies contact BMFA regarding fire truck claims. While the personal automobile industry has authorized sources for vehicle valuations (e.g. Kelly Blue Book, NADA), that is not available for used fire trucks. Over the years, these insurance companies have recognized the value of our industry-leading data and experience.
19	What percentage of your sales are to the governmental sector in the past three years	As fire departments are our primary customers, a large portion of our business is conducted within the governmental sector. From 2018-2020, 66% of our business was with governmental organizations.
20	What percentage of your sales are to the education sector in the past three years	On occasion, we conduct business with a college/university or fire college program. From 2018-2020, less than 1% of our business was with the education segment.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	BMFA was awarded a fire apparatus contract through NPPGov in the summer of 2020. In the 15-months since then, 14-transactions were generated, the aggregate value of which was \$1.5 million.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Bedford Fire Department, VA	Brad Creasy	+1 (540) 537-4703
Edisto Beach Fire Department, SC	Denney Conley	+1 (843) 830-1369
Banks County Fire Department, GA	Steve Nichols	+1 (706) 708-6546

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
US Dept of Defense	Government	District of Columbia - DC	Refurbish & repair fire apparatus	Avg transaction size \$321,000	\$3 million
Arlington County	Government	Virginia - VA	Purchase of surplus fire apparatus	Avg transaction size \$181,000	\$2.17 million
City of Schenectady	Government	New York - NY	Purchase & brokerage of surplus fire apparatus	Avg transaction size \$233,000	\$2.10 million
Public University affiliated fire college	Education	Alabama - AL	Fire apparatus preventative maintenance	\$20,000	\$62,000
Banks County	Government	Georgia - GA	Purchase, brokerage & sales of used fire apparatus, collision repair	Avg transaction size \$39,000	\$197,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number

of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Our Alabama-based sales team of 12 full-time direct-employed salespeople has over 125 years in combined service within the fire industry. Each member is highly trained and eager to assist fire departments find quality used fire trucks that match their needs and are within their budget parameters. We pride ourselves on providing world class service that creates raving fans and generates repeat business.
26	Dealer network or other distribution methods.	With over 20 years in business, BMFA champions relationships with other dealers, both new and used, across the North American fire service industry. These relationships create value for fire departments in every state and Canadian province. These dealer relationships support our inventory by sourcing trade-in trucks to purchase, provide technical and warranty support after trucks are delivered, and ensure quality repairs can be completed years after trucks are placed into service.
27	Service force.	The BMFA Service Team is highly trained, certified, and capable of completing nearly any repairs imaginable. We currently have 6 Master EVT Technicians, 5 Master ARFF Technicians, and a total of 215 EVT certifications among our 23 total certified technicians.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The purchasing process for a fire truck purchase is buyer-focused and designed to provide buyers with a variety of options in a non-pressure / stress-free environment. We are able to hold any truck that we own for up to two weeks simply based on a buyer's travel plans for an inspection. During the inspection, we host the department by picking them up from the airport (to avoid the need for a rental car), cover hotel accommodations, and meals. The only hard cost for our buyers is the typical purchase are their airline costs.</p> <p>After the inspection, we can continue holding the truck for an additional 10 days to give the buyer time to gain the approval needed to sign off on a sales agreement. Pricing, for the typical inventory truck, includes the appropriate testing (i.e. pump test, aerial test, etc.), chassis service, completion of a shop list of any needed repairs, and a major component warranty. Buyers are given full authority to note any repair needs noted during their inspection.</p> <p>Once the sales agreement is signed, the completion of the shop list of repairs begins. At the completion of the shop list, final payment is due and delivery is arranged.</p>
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	BMFA utilizes templates built into its ERP system to control order accuracy and completeness. Further, in-person customer truck inspections, pre and post-sale, provide real world confirmation with customers of specifications, scope of work and compliance. These systems will be employed serving Participating Entities.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All inventory and services are available to all Participating Entities
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All inventory and services are available to all Participating Entities
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic restrictions for products or services provided in this proposal.
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All inventory and services are available to all Participating Entities
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific requirements or restrictions are in place for entities in Hawaii or Alaska. BMFA has successfully sold to buyers in both Hawaii and Alaska. The company has also had multiple inventory purchases from the State of Alaska.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	BMFA will use an omni-channel strategy to market the Sourcewell contract. For example, BMFA's sales and marketing teams will actively present and promote Sourcewell to our customers. In addition, BMFA will actively promote the Sourcewell contract through all of our digital marketing channels, e.g. Facebook, LinkedIn, Instagram. *Marketing Samples have been uploaded into the document upload section.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	BMFA is a robust user of digital marketing technologies. The primary point of entry for customers is our website, firetruckmall.com. BMFA also utilizes an array of social media platforms, email marketing, and digital content ads. As evidence, FireTruckMall.com consistently ranks as the number one website for the most relevant search terms. Further, through Fire Truck Finder®, BMFA controls the secondary-market fire truck content on over 60 websites in the fire industry.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The Sourcewell-awarded contract will be presented to existing and potential customers in every situation that would benefit the customer in their process of fulfilling their needs. BMFA's sales representatives are skilled in identifying customer needs and promoting the contract's benefits. BMFA will count on Sourcewell to make known BMFA's products and services, and to assist with customers' legal and membership questions.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. Participating Entities are able to participate in most of our offered services digitally.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Participating Entities do not require any specialized training to fully utilize the proposed services.
40	Describe any technological advances that your proposed products or services offer.	To retain its leadership role in the industry, BMFA continually invests heavily in systems and technology. For example, BMFA was an early-adopter of an enterprise resource planning system. As evidence, BMFA is routinely sought after by major players in the fire apparatus industry for advice about technological advances.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Repurposing pre-owned fire apparatus is foundational to BMFA's business model. Efficient use of refurbishment and remounting processes extends the useful life of individual trucks and entire fleets, thus conserving community financial resources and lowering their carbon footprint.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	BMFA maintains standards set forth by the EPA and OSHA and relevant state agencies. BMFA has not sought third-party eco-labels.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BMFA's robust offerings of products and services has facilitated more used fire truck sales than any other company in the world. BMFA's proposed solutions utilize the latest in technology and digital marketing. This will be an added proven value solution to Sourcewell's Participating Entities

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Warranties are available for all inventory units sold, as well as remounted and refurbished vehicles. Inventory units are defined as any Apparatus owned by BMFA. Warranties are not available offered for any Apparatus owned by other parties, but brokered by BMFA.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranties cover parts and labor for the repair of any major component failure in which the repair costs exceed \$3000. Warranties are only available for Apparatus owned by BMFA, also referred to as an "inventory apparatus". See the standard warranty clause included with inventory apparatus purchase agreements in the Warranty upload section
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Warranties do include travel and / or mileage expenses related to covered repairs.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic restrictions for warranties included with apparatus purchases in the United States or Canada. BMFA reserves the right to have 3rd party EVT certified technicians complete the needed warranty repairs. Doing so allows for a quicker response time to complete the needed warranty repairs.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranties included in the purchase of any inventory apparatus are available regardless of the apparatus manufacturer.
50	What are your proposed exchange and return programs and policies?	BMFA is proud to offer a condition guarantee with the purchase of any inventory apparatus. This guarantee ensures the apparatus purchased is in the condition described by BMFA, or noted by the Buyer during inspection. The following clause is noted on sales agreements: "Seller guarantees the apparatus shall be in the same general condition as was described in public listing, or noted during inspection on Month/Date/Year. If a significant change in condition occurs, Buyer has the right to void the agreement and receive a full refund of any deposits made to Seller."
51	Describe any service contract options for the items included in your proposal.	While uncommon, BMFA willing to include the cost of the annual testing and chassis service for the year following purchase.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	Each apparatus is processed through a multi-point inspection, assessing the condition of the undercarriage, tires, cab, warning lights, department of transportation-required lighting, body lighting, generator, pump, body and aerial device (if required). The apparatus is then road tested and fluids are inspected. All firefighting components are tested for full functionality. All apparatus are guaranteed to be inspected. All fire fighting components are inspected to the performance standards established by the National Fire Protection Association. BMFA guarantees a full condition report will be provided to the customer.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	The industry standard for apparatus refurbishment is between 120 and 180 days. BMFA seeks to finish all repair and refurbishment work within 80 days of when a project begins. BMFA guarantees each apparatus receives a quality control inspection by a Master Emergency Vehicle Technician. BMFA is home to 5 Master ARFF technicians and 7 Master Fire Apparatus technicians, certified by the Emergency Vehicle Technician Certification Commission.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods.	For the purchase of an apparatus a requirement of 25% with remaining balance due at time of pick up or delivery. Refurbishment customers will be presented with an invoice for parts and labor at the conclusion of job work completion.
55	Describe any leasing or financing options available for use by educational or governmental entities.	This proposal offers apparatus rental. Please refer to Table 14A, Response #70.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	A Copy of BMFA sales agreement has been uploaded into the Standard Transaction Document upload section as requested.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. This is accepted at no additional cost.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	BMFA offers product and service category discounts for Participating Entities. Details are shown on the Sourcewell Customer Pricing document uploaded in the Pricing Section.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing discounts are shown on the Sourcewell Customer Pricing document uploaded in the Pricing Section.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts apply to BMFA's brokerage service. Details are shown on the Sourcewell Customer Pricing document uploaded in the Pricing Section.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	BMFA offers a wide range of parts and equipment that can be installed on an apparatus purchased through any of the programs and services on this contract. BMFA will honor the same labor and parts discounts as presented in this contract for Refurbishment as a Service (RaaS), Remount as a Service, and Collision repair. An itemized quote can be provided free of charge for any upgrade, customization, or installation projects.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For the acquisition of fire apparatus from BMFA's inventory, there are no additional charges, except freight. All other costs associated are the responsibility of BMFA, not the Participating Entity. For apparatus rental, Participating Entities are responsible for maintaining and insuring vehicles during the rental term through providers of their choosing. For selling apparatus to BMFA, including the buybacks, Participating Entities are expected to provide a current pump test and aerial certification through providers of their choosing.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For the purchase or sale of fire apparatus, delivery costs are not the responsibility of the Participating Entity. For services, including leasing, delivery costs are the responsibility of the Participating Entity.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For the purchase or sale of fire apparatus, freight costs are not the responsibility of Participating Entities. BMFA is experienced in shipping fire apparatus to Alaska, Hawaii, Canada & offshore delivery points, utilizing BMFA-certified, third-party providers.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	BMFA is experienced in shipping fire apparatus which are over-dimensional, requiring specialized transportation equipment and permitting. BMFA utilizes third-party providers for these unique situations.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing discounts are shown on the Sourcewell Customer Pricing document uploaded in the Pricing Section.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	BMFA will employ its real-time, cloud-based enterprise system to capture and track all activity under the proposed contract, from initial contact with a Participating Entity, through transaction completion and the payment of the administrative fee. BMFA will report internally the real-time status of all contract opportunities. These records will provide an auditable, electronic trail, monitored with management reporting and controls.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	BMFA will track the number of opportunities generated, the number in the pipeline, close rate, and the amount of administrative fee due to Sourcewell.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Details of proposed fees are shown on the Sourcewell Administrative Fee document in the additional upload section.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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70	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>USED APPARATUS PURCHASES: BMFA, solely a used apparatus dealer, proposes a full range of used fire trucks from all manufacturers. BMFA is not restricted to any region or manufacturer, so Participating Entities have the option of buying apparatus built by all major manufacturers.</p> <p>BMFA, while also a broker on behalf of other sellers, owns 160-180 fire trucks at any given time. When including brokered listings, BMFA offers well over 1,300 products to our customers.</p> <p>Inventory trucks = BMFA owned apparatus Brokered trucks = Apparatus listed on behalf of another seller</p> <p>APPARATUS RENTAL/LEASE: BMFA rents pumper, aerials, and ARFFs. Renting is useful when a truck is needed on a temporary basis, or to provide budget flexibility. Both short-term and long-term rental contracts are available. BMFA anticipates paying a contract administration fee on rental transactions of 10% of lease payments when collected, up to a maximum of \$2,000 on any one lease agreement.</p> <p>BUY-BACK PROGRAM: Guaranteed custom quote to purchase your truck at multiple intervals in the future given at time of original purchase. Price based on Current Market Data for like vehicles. Impacting factors include specs, estimated wear and tear and mileage.</p> <p>REFURBISHMENT: Reset service life extension of all systems or desired systems. Fabrication of body, plumbing, lighting for repair or upfit.</p> <p>COLLISION REPAIR: Subframe, plumbing and body paneling assessment and manufacturing. Restoration of frame, structure, skin and compartments.</p> <p>AMBULANCE AND FIRE APPARATUS REMOUNTS: Replace chassis, electrical, hardware, paint and graphics, while utilizing the existing ambulance box. The same process is performed utilizing the existing fire body of a fire apparatus.</p> <p>PUMP TEST: BMFA will perform the annual pump test requirement. During the test we will engage the pump and inspect pump packings or mechanical seals, and adjust or replace as necessary.</p> <p>U.S.D.O.T. INSPECTION: In accordance with the Federal Motor Carrier Safety Administration and the Department of Transportation, BMFA guarantees all vehicles receive and pass a "Part 396" inspection report and an annual vehicle inspection label.</p> <p>USED APPARATUS SALES: Fire departments regularly surplus apparatus. As a market-maker, BMFA buys used apparatus for its own inventory. After a quality check, the fire department receives cash in a timely manner for their truck. BMFA has earned the reputation during its 20-year history for honest dealings with fire departments.</p> <p>Another option for disposing of surplus fire trucks is BMFA's brokerage service. Photos and details of the truck are featured on the company's widely viewed, searchable website. BMFA brings together buyers and sellers, selling more fire trucks than any other party. The brokerage fee is payable only when BMFA supplies the buyer and a transaction is completed.</p> <p>APPARATUS ACCESSORIES: BMFA is capable of providing affixed equipment options, such as generators, light towers, scene lighting, etc. with the purchase of an inventory Apparatus. BMFA also guarantees a full complement of ground ladders, hard suction, and caps for intakes and discharges to be included with the purchase of any inventory apparatus. However, BMFA does not provide loose equipment, such as hose, pike poles, axes, extrication equipment, etc.</p> <p>*For an exhaustive listing of Apparatus Types, refer to the Breadth & Depth document in the upload section.</p>
71	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Firefighting Apparatus and Fire Service Vehicles</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Sale or purchase of used or pre-owned vehicles of the types described in Lines 74-76 below.	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Breadth & Depth document in the upload section
73	Brokerage or consignment of used or pre-owned vehicles of the types described in Lines 74-76 below.	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Breadth & Depth document in the upload section
74	Used and pre-owned fire fighting apparatus and fire service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	For an exhaustive listing of Apparatus Types, refer to the Breadth & Depth document in the upload section
75	Used and pre-owned ambulance and emergency medical service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Breadth & Depth document in the upload section
76	Used and pre-owned emergency service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Breadth & Depth document in the upload section
77	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the vehicle types described in Lines 74-76 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	See answer to Question 70
78	Services related to transactions involving the vehicle types, equipment, or products described in Lines 74-77 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	See answer to Question 70

Table 15: Industry Specific Questions

Line Item	Question	Response *
79	Describe available installation, customization, or inspection services	BMFA's process of transforming used and pre-owned fire trucks suitable for a new fire department owner can entail extensive inspection and customization. BMFA has the technical capability of performing any installation, customization, or upgrade in compliance with the OEM guidelines and applicable standards from the year of manufacture (see Question 61 for additional information and pricing). Similarly, the collision, repair, remount and refurbishment services described herein include these same technical capabilities.
80	Describe available transport or delivery services	BMFA utilizes third-party agents for the transport and delivery of all apparatus. Each vendor has been thoroughly evaluated for industry-specific knowledge, fair pricing, and quality of service.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing- Brindlee Mountain Fire Apparatus.pdf - Wednesday December 08, 2021 09:22:41
- [Financial Strength and Stability](#) - Financial Strength & Stability - Brindlee Mountain Fire Apparatus.pdf - Wednesday December 08, 2021 09:23:02
- [Marketing Plan/Samples](#) - Marketing Samples- Brindlee Mountain Fire Apparatus.pdf - Wednesday December 08, 2021 09:23:21
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information- Brindlee Mountain Fire Apparatus.pdf - Wednesday December 08, 2021 09:23:35
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples- Brindlee Mountain Fire Apparatus.zip - Wednesday December 08, 2021 09:24:04
- [Upload Additional Document](#) - Additional Documents- Brindlee Mountain Fire Apparatus.zip - Wednesday December 08, 2021 09:24:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Glyn Richards, Business Development, Brindlee Mountain Fire Apparatus, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Used_Fire_Ambulance_Emergency_Vehicles_RFP_120921 Tue November 9 2021 11:08 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Used_Fire_Ambulance_Emergency_Vehicles_RFP_120921 Wed October 27 2021 03:35 PM	<input checked="" type="checkbox"/>	1



Jerry Grinstead
Sales Executive
Brindlee Mountain Fire Apparatus
Fire Trucks Unlimited



COUNCIL AGENDA STATEMENT

CITY OF SANTEE

Item 22

MEETING DATE December 10, 2025

ITEM TITLE **SELECTION OF MAYOR PRO TEMPORE (VICE MAYOR)**

DIRECTOR/DEPARTMENT John W. Minto, Mayor

SUMMARY

The current Vice Mayor, Councilmember Rob McNelis, District 1, will finish a one-year term as Vice Mayor on December 10, 2025. In accordance with City Council Legislative Policy Memorandum (LPM) 2019-01, Section 5, the office of Vice Mayor annually rotates each December by Council District to the next eligible Councilmember. To be eligible for appointment as Vice Mayor, a Councilmember must have served at least one year of his or her current term on the Council. Councilmember Ronn Hall, District 2, meets the stated requirements and is the next scheduled for Vice Mayor.

Section 5 of LPM 2019-01 is attached. Please note, the year listed in the left-hand column of the chart in subsection 5.2 is the year in which the Vice Mayor is appointed, meaning the relevant year for this appointment is 2025.

FINANCIAL STATEMENT *HA*

There is no expected financial impact from this action.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *WR*

Select Councilmember Ronn Hall, District 2, to serve as Vice Mayor for the term beginning December 11, 2025.

ATTACHMENT

Section 5 of LPM 2019-01



the matter, unless an exception applies. The interested individual shall openly state that he or she is abstaining because of a disqualifying financial or other conflict of interest. The Mayor or any Council Member who is disqualified due to a financial interest shall publicly identify the financial interest in detail sufficient to be understood by the public except that disclosure of the exact street address of a residence is not required. A Council Member who is disqualified by a conflict of interest in any matter shall not remain in the room during the discussion and vote on such matter unless the matter has been placed on the consent agenda. In that case, the Council Member must identify the conflict and abstain from voting on the consent calendar, but may remain in the room while the consent calendar is voted upon. (2 Cal. Code Regs. § 18707(a)(3)(A).)

5. Appointment of Vice Mayor

- 5.1 The Vice Mayor is appointed by the City Council for a one-year term. The Vice Mayor is appointed in December at the Regular Meeting or the meeting at which the declaration of the election results for a general municipal election is made, whichever occurs first. (See Gov. Code § 36801.) To be eligible for appointment as Vice Mayor, a Council Member must have served at least one year of his or her current term on the Council. The office of Vice Mayor shall annually rotate by Council District to the next eligible Council Member.
- 5.2 The Vice Mayor position shall be filled in accordance with the following rotation, beginning in December 2019:

2019	<i>District 3</i>
2020	<i>District 1</i>
2021	<i>District 2</i>
2022	<i>District 3</i>
2023	<i>District 4</i>
2024	<i>District 1</i>
2025	<i>District 2</i>
2026	<i>District 3</i>
2027	<i>District 4</i>

6. Roles of Mayor and Vice Mayor

- 6.1 The Mayor shall act as the primary spokesperson and official representative of the City Council, unless such responsibility is delegated by the Mayor, or otherwise assigned by a majority of the City Council.
- 6.2 The Mayor shall preside at all Regular, Adjourned Regular, Special and Emergency Meetings of the City Council, including joint meetings with commissions and committees and closed sessions.