

**City of Santee  
Regular Meeting Agenda**

**Santee City Council  
CDC Successor Agency  
Santee Public Financing Authority**

**Council Chamber – Building 2  
10601 Magnolia Avenue  
Santee, CA 92071**

**March 22, 2017  
7:00 PM**

**ROLL CALL:** Mayor John W. Minto  
Vice Mayor Ronn Hall  
Council Members Stephen Houlahan, Brian W. Jones and Rob McNelis

**LEGISLATIVE INVOCATION \ PLEDGE OF ALLEGIANCE:**

**PRESENTATION:** Recognition of Academic League Champions

**PRESENTATION:** Presentation – San Diego County Water Authority

**ITEMS TO BE ADDED, DELETED OR RE-ORDERED ON AGENDA:**

**1. CONSENT CALENDAR:**

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

- (A) Approval of reading by title only and waiver of reading in full of Ordinances and Resolutions on the agenda.**
- (B) Approval of Payment of Demands as presented.**
- (C) Approval of the expenditure of \$51,776.46 for February 2017 legal services and related costs.**

- (D) Authorization for the purchase of six new sets of Structural Firefighting Clothing (Turnouts) from Municipal Emergency Services per National Purchasing Partners Contract #2013-1 for an amount not to exceed \$14,817.60 resulting in a total FY 2016/17 amount not to exceed \$29,783.82 and authorization for the City Manager to execute all necessary documents.
- (E) Rejection of two claims against the City by Michael Bailey and Sharon Bingham Yeager per Government Code Section 913.
- (F) Adoption of a Resolution approving an amendment to the amended and restated Joint Exercise of Powers Agreement for Heartland Communications Facility Authority to add San Miguel Fire Protection District as a Joint Power Authority (JPA) Member Agency and authorization for the City Manager to execute the amendment.

2. PUBLIC HEARING: None

3. ORDINANCES: None

4. CITY COUNCIL ITEMS AND REPORTS:

5. CONTINUED BUSINESS: None

6. NEW BUSINESS:

- (A) Consideration of next steps for development of a Multiplex Theater Project on the Cinema Parcel.

Recommendation:

Consider various options to initiate the development process for a multiplex theater on the Cinema Parcel, and provide direction to staff.

- (B) Authorize the execution of a professional services agreement with George Hills Company for Third Party Administration of Liability Claims and appropriation of funds.

Recommendation:

Authorize the City Manager to execute a professional services agreement with George Hills Company to provide liability claims adjusting and administration services for an amount not to exceed \$21,000 plus allocated expenses for an initial term of April 1, 2017 through June 30, 2018, with the option to extend the contract for four additional one-year periods and appropriate \$4,200 from the General Fund reserve.

**(C) Report on Private and Public Corrugated Metal Pipe Storm Drain Systems throughout the City of Santee.**

Recommendation:

Receive staff report and provide direction to staff regarding the repair of Private Corrugated Storm Drain Facilities.

**7. COMMUNICATION FROM THE PUBLIC:**

*Each person 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.*

**8. CITY MANAGER REPORTS:**

**9. CDC SUCCESSOR AGENCY: None**

**10. SANTEE PUBLIC FINANCING AUTHORITY: None**

**11. CITY ATTORNEY REPORTS:**

**12. CLOSED SESSION: None**

**13. ADJOURNMENT:**



Apr	06	SPARC	Civic Center Building 7
Apr	10	Community Oriented Policing Committee	Council Chamber
Apr	12	City Council Meeting	Council Chamber
Apr	26	City Council Meeting	Council Chamber
May	04	SPARC	Civic Center Building 7
May	08	Community Oriented Policing Committee	Council Chamber
May	10	City Council Meeting	Council Chamber
May	24	City Council Meeting	Council Chamber

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

**For your convenience, a complete Agenda Packet is available for public review at City Hall and on the City’s website at [www.CityofSanteeCA.gov](http://www.CityofSanteeCA.gov).**

*The City of Santee complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the American with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk’s Office at (619) 258-4100, ext. 112 at least 48 hours before the meeting, if possible.*

State of California } County of San Diego } ss. City of Santee }	<b>AFFIDAVIT OF POSTING AGENDA</b>
I, <u>Sara Real, Deputy City Clerk</u> of the City of Santee, hereby declare, under penalty of perjury, that a copy of this Agenda was posted in accordance with the Brown Act and Santee Resolution 61-2003 on <u>March 17, 2017</u> , at <u>4:30 p.m.</u>	
_____ Signature	<u>03/17/17</u> Date

City of Santee  
**COUNCIL AGENDA STATEMENT**

PRES

**MEETING DATE**     March 22, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**            **RECOGNITION OF ACADEMIC LEAGUE CHAMPIONS**

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

**SUMMARY**

The Academic League is a nation-wide program featuring the best and brightest high school students. Since the competition uses questions taken from the curriculum taught in the California high schools, this is a uniquely academic/intellectual pursuit that combines the type of competition seen on any athletic field. The students are challenged in the areas of Science, Social Science, English Language Arts, Fine Arts, Mathematics and Current Events.

Once again, Santana and West Hills High Schools have brought great honor to our town. The Santana Varsity team and the West Hills Junior Varsity team each won first place in the 2016-2017 Academic Competition. This is out of 12 high schools in the district. We're very proud of their accomplishments and have invited both teams to the Council meeting to receive some well-deserved recognition. Steve Haiman, District representative will also be in attendance.

**FINANCIAL STATEMENT**     N/A

**CITY ATTORNEY REVIEW**      N/A      Completed

**RECOMMENDATION** ✓

Present Certificates.

**ATTACHMENTS**

None.

**City of Santee**  
**COUNCIL AGENDA STATEMENT**

PRES

**MEETING DATE**      March 22, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**      PRESENTATION: SAN DIEGO COUNTY WATER AUTHORITY

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

**SUMMARY**

Deputy General Manager Sandra L. Kerl of the San Diego County Water Authority will provide a brief presentation on what is happening at the Water Authority.

**FINANCIAL STATEMENT**      N/A

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION**

Note and file.

**ATTACHMENTS**

None

**City of Santee**  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE** March 22, 2017

**AGENDA ITEM NO.**

**ITEM TITLE** PAYMENT OF DEMANDS

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

**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** *TM*

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

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MSB*

Approval of the payment of demands as presented.

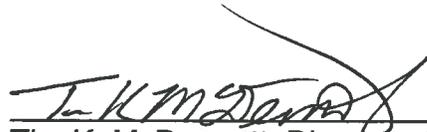
**ATTACHMENTS (Listed Below)**

- 1) Payment of Demands-Summary of Checks Issued
- 2) Disbursement Journal

Payment of Demands  
Summary of Payments Issued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
02/28/17	Accounts Payable	\$ 47,840.48
03/01/17	Retiree Medical	5,385.00
03/02/17	Payroll	303,053.91
03/02/17	Accounts Payable	330,515.35
03/02/17	Accounts Payable	322,818.64
03/06/17	Accounts Payable	93,053.29
03/08/17	Accounts Payable	210,654.97
03/10/17	Accounts Payable	<u>4,103.53</u>
	TOTAL	<u>\$ 1,317,425.17</u>

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

  
\_\_\_\_\_  
Tim K. McDermott, Director of Finance

Voucher List  
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187	2/28/2017	10482 TRISTAR RISK MANAGEMENT	100495		PREFUND CLAIM REQUEST	47,840.48
1 Vouchers for bank code : ubgen						Total : 47,840.48
1 Vouchers in this report						Bank total : 47,840.48
						Total vouchers : 47,840.48

Prepared by: Willie S  
 Date: 3-9-17  
 Approved by: T-KM SA  
 Date: 3/9/17

Voucher List  
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114656	3/2/2017	10003 A & B SAW & LAWNMOWER SHOP	26875		EQUIPMENT REPAIR	77.99
					<b>Total :</b>	<b>77.99</b>
114657	3/2/2017	10742 ASSOCIATION OF ENVIRONMENTAL	2031108		MEMBERSHIP RENEWAL	250.00
					<b>Total :</b>	<b>250.00</b>
114658	3/2/2017	10516 AWARDS BY NAVAJO	11161070		DEPARTMENTAL AWARDS	582.10
					<b>Total :</b>	<b>582.10</b>
114659	3/2/2017	10018 BENCHMARK LANDSCAPE SVCS INC	131416	51603	AREA 3 LANDSCAPE SERVICES	10,001.01
			131417	51586	AREA 2 LANDSCAPE SERVICES	13,905.00
			131960	51603	COLOR @ MONUMENTS-TCLMD	990.00
			131965	51603	IRRIGATION REPAIRS	392.00
					<b>Total :</b>	<b>25,288.01</b>
114660	3/2/2017	11513 BOND, ELLEN	03012017-263		MEADOWBROOK HARDSHIP PGRM	33.28
					<b>Total :</b>	<b>33.28</b>
114661	3/2/2017	10021 BOUND TREE MEDICAL LLC	82398471	51676	EMS SUPPLIES	101.65
			82398472	51676	EMS SUPPLIES	101.65
			82400018	51676	EMS SUPPLIES	154.98
			82400019	51676	EMS SUPPLIES	356.26
			82400020	51676	EMS SUPPLIES	1,367.72
			82400021	51676	EMS SUPPLIES	27.16
			82400022	51676	EMS SUPPLIES	32.90
			82400023	51676	EMS SUPPLIES	162.52
			82401462	51676	EMS SUPPLIES	68.48
			82401463	51676	EMS SUPPLIES	3.60
					<b>Total :</b>	<b>2,376.92</b>
114662	3/2/2017	10876 CANON SOLUTIONS AMERICA INC	988812767	51549	SCANNER MAINTENANCE	66.10
			988815966	51549	PLOTTER MAINT & USAGE	23.36
					<b>Total :</b>	<b>89.46</b>
114663	3/2/2017	11402 CARROLL, JUDI	03012017-96		MEADOWBROOK HARDSHIP PGRM	33.38
					<b>Total :</b>	<b>33.38</b>

Bank code :	ubgen			Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor					
114664	3/2/2017	12349 CHOICE LOCKSMITHING		020817FS5	51425	LOCKSMITH SERVICES	482.08
						<b>Total :</b>	<b>482.08</b>
114665	3/2/2017	10032 CINTAS CORPORATION #694		694308803	51489	UNIFORM/PARTS CLEANER RNTL	60.07
						<b>Total :</b>	<b>60.07</b>
114666	3/2/2017	11409 CLAYTON, SYLVIA		03012017-340		MEADOWBROOK HARDSHIP PGRM	34.91
						<b>Total :</b>	<b>34.91</b>
114667	3/2/2017	10268 COOPER, JACKIE		MARCH 1, 2017		RETIREE HEALTH PAYMENT	91.00
						<b>Total :</b>	<b>91.00</b>
114668	3/2/2017	10039 COUNTY MOTOR PARTS COMPANY INC		348981	51467	VEHICLE REPAIR PARTS	48.41
						<b>Total :</b>	<b>48.41</b>
114669	3/2/2017	10040 COUNTYWIDE MECHANICAL SYSTEMS		P16071436	51626	REPAIR GATE VALVE - OPS CENTE	922.24
				P17060710	51626	PLUMBING REPAIRS & MAINT	205.00
				P17060941	51626	PLUMBING REPAIRS & MAINT	262.57
						<b>Total :</b>	<b>1,389.81</b>
114670	3/2/2017	12422 COURTESY CHEVROLET CENTER		1300643	51569	VEHICLE REPAIR PARTS	21.11
				1300778	51569	VEHICLE REPAIR PARTS	110.62
						<b>Total :</b>	<b>131.73</b>
114671	3/2/2017	10333 COX COMMUNICATIONS		063453006		9534 VIA ZAPADOR	323.94
				066401501		10601 N MAGNOLIA AVE	37.71
						<b>Total :</b>	<b>361.65</b>
114672	3/2/2017	10042 DALEY & HEFT LLP		48539		LEGAL SERVICES-CLAIMS	873.00
				48540		LEGAL SERVICES-CLAIMS	822.23
				48541		LEGAL SERVICES- CLAIMS	3,174.87
				48542		LEGAL SERVICES- CLAIMS	3,875.69
				48543		LEGAL SERVICES - CLAIMS	1,928.74
				48579		LEGAL SERVICES - CLAIMS	347.61
						<b>Total :</b>	<b>11,022.14</b>
114673	3/2/2017	11295 DOKKEN ENGINEERING		31136	50583	WOODSIDE ROUNDABOUT	13,136.00
				31139	50583	MAST PARK IMPROVEMENTS	87,371.77

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : ubgen						
114673	3/2/2017	11295 DOKKEN ENGINEERING	(Continued) 31140	50583	STORMWATER ENGINEERING	5,520.00
					<b>Total :</b>	<b>106,027.77</b>
114674	3/2/2017	12159 DOWNTOWN FORD SALES	302770	51657	2017 FORD F250 UTILITY TRK	43,780.17
					<b>Total :</b>	<b>43,780.17</b>
114675	3/2/2017	10057 ESGIL CORPORATION	02/13/17-02/17/17		SHARE OF FEES	9,388.53
					<b>Total :</b>	<b>9,388.53</b>
114676	3/2/2017	10251 FEDERAL EXPRESS	5-711-02394		SHIPPING CHARGES	26.07
					<b>Total :</b>	<b>26.07</b>
114677	3/2/2017	10009 FIRE ETC	98729	51474	RADIO REPAIR	277.47
					<b>Total :</b>	<b>277.47</b>
114678	3/2/2017	10196 FIRE PREVENTION SERVICES INC	02272017		WEED ABATEMENT	2,866.84
					<b>Total :</b>	<b>2,866.84</b>
114679	3/2/2017	12335 GREENPLAY LLC	5687	51413	2016 PARKS & REC MASTER PLAN	1,504.25
					<b>Total :</b>	<b>1,504.25</b>
114680	3/2/2017	10256 HOME DEPOT CREDIT SERVICES	0152315	51514	STATION SUPPLIES	78.03
					<b>Total :</b>	<b>78.03</b>
114681	3/2/2017	10271 HORAN, BERNICE	MARCH 1, 2017		RETIREE HEALTH PAYMENT	91.00
					<b>Total :</b>	<b>91.00</b>
114682	3/2/2017	12609 HYPERION CONSTRUCTION	CD16043S		REFUNDABLE DEPOSIT	384.12
					<b>Total :</b>	<b>384.12</b>
114683	3/2/2017	10075 IRON MOUNTAIN INFO MGMT INC	201225136		DATA STORAGE	198.31
					<b>Total :</b>	<b>198.31</b>
114684	3/2/2017	12317 LEKOS ELECTRIC INC	1433		TRAFFIC SIGNAL REPAIR	338.94
					<b>Total :</b>	<b>338.94</b>
114685	3/2/2017	10207 LOCKHART TRAINING	1469		INSTRUCTOR PAYMENT	136.50

Voucher List  
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : ubgen						
114685	3/2/2017	10207 LOCKHART TRAINING	(Continued)			
114686	3/2/2017	11986 MARION B BORG ENVIRONMENTAL	SANTEE01-42 SANTEE03-22 SANTEE04-17	51024	PROF SVCS - SUBARE/AFANITA PROF SVCS - WALMART EXP PROF SVCS - CALVARY CHAPEL Total :	136.50 1,120.00 3,955.00 420.00 5,495.00
114687	3/2/2017	10079 MEDICO PROFESSIONAL	1942828 1942829	51497 51497	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE Total :	20.02 8.16 28.18
114688	3/2/2017	10930 NOWAKOWSKI, CHESTER	02172017		EMT RENEWAL REIMBURSEMENT Total :	54.00 54.00
114689	3/2/2017	10308 O'REILLY AUTO PARTS	2968-123490 2968-123623 CM2968-476064	51476 51476 51476	VEHICLE REPAIR PARTS VEHICLE REPAIR PARTS CORE DEPOSIT CREDIT Total :	47.25 45.58 -16.20 76.63
114690	3/2/2017	10336 PADRE DAM MUNICIPAL WATER DIST	CD15012S		REFUNDABLE DEPOSIT Total :	9,037.00 9,037.00
114691	3/2/2017	11442 PATTERSON, LUANNE	03012017-225		MEADOWBROOK HARDSHIP PGRM Total :	32.30 32.30
114692	3/2/2017	11888 PENSKE FORD	10123449 10123574	51478 51478	VEHICLE REPAIR PART VEHICLE REPAIR PART Total :	336.00 28.19 364.19
114693	3/2/2017	10241 JAN SHERAR	2017/02/23 - FIN		PETTY CASH REIMB FINANCE Total :	244.91 244.91
114694	3/2/2017	11522 POSTMASTER EL CAJON	22317		POSTAGE - SPRING BROCHURE Total :	650.00 650.00
114695	3/2/2017	10161 PRIZM JANITORIAL SERVICES INC	10541	51595	STEAM CLEAN CARPETS FS #4&5 Total :	600.00 600.00

Voucher List  
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114696	3/2/2017	10221 QUALITY CODE PUBLISHING LLC	2017-45	51592	SUPPLEMENT PUB/WEBSITE SVCS	1,908.98
					<b>Total :</b>	<b>1,908.98</b>
114697	3/2/2017	12237 RAYON, KYLE	MARCH 1, 2017		RETIREE HEALTH PAYMENT	91.00
					<b>Total :</b>	<b>91.00</b>
114698	3/2/2017	10311 ROADONE	647321	51481	VEHICLE TOW CHARGE	150.00
					<b>Total :</b>	<b>150.00</b>
114699	3/2/2017	12256 ROE, DARLENE	03012017-318		MEADOWBROOK HARDSHIP PGRN	33.84
					<b>Total :</b>	<b>33.84</b>
114700	3/2/2017	10407 SAN DIEGO GAS & ELECTRIC	0422 970 321 8 2237 358 004 2 8509 742 169 4		STREET LIGHTS TRAFFIC SIGNAL CITY HALL GROUP BILL	30,855.53 4,254.38 6,816.72
					<b>Total :</b>	<b>41,926.63</b>
114701	3/2/2017	12223 SITEONE LANDSCAPE SUPPLY LLC	78935128 78960056 78960109	51557 51557 51557	IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES	128.57 283.50 173.72
					<b>Total :</b>	<b>585.79</b>
114702	3/2/2017	12608 SSRC VILLAS, LLC	TM16002A		DEVELOPER DEPOSIT REFUND	3,869.37
					<b>Total :</b>	<b>3,869.37</b>
114703	3/2/2017	11403 ST. JOHN, LYNNE	03012017-78		MEADOWBROOK HARDSHIP PGRN	33.44
					<b>Total :</b>	<b>33.44</b>
114704	3/2/2017	10119 STEVEN SMITH LANDSCAPE INC	34064 34134 34137 34139 34140 34342 34495 34871 34872 34873	51596 51596 51596 51596 51596 51596 51596 51596 51596 51596	SEPT 2016 EXTRA WORK OCT 2016 / T&M LANDSCAPE SVCS OCT 2016 T&M - TCE OCT 2016 T&M - WEST HILLS OCT 2016 T&M - SHADOW HILLS NOV 2016 T&M - TCE NOV 2016 EXTRA - SHADOW HILLS JAN 2017 T&M - MAST PARK MULCH - KEN COLLIER PARK MEMORIAL TREE - BIG ROCK PARK	1,300.00 208.00 208.00 110.00 110.00 110.00 1,500.00 672.00 840.00 350.00

Voucher List  
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114704	3/2/2017	10119 STEVEN SMITH LANDSCAPE INC	(Continued) 34988 34991 34993 35027	51596 51596 51596 51596	EXTRA WORK - AREA 1 LANDSCAF JANUARY 2017 EXTRA - TCE JAN 2017 - EXTRA WORK JAN MAINT - AREA 1 LANDSCAPE	150.00 2,240.00 3,240.00 39,444.72 <b>Total : 50,482.72</b>
114705	3/2/2017	10250 THE EAST COUNTY	00049017		PUBLIC NOTICE	360.50 <b>Total : 360.50</b>
114706	3/2/2017	10158 THE SOCO GROUP INC	CL92250	51683	FLEET CARD FUELING	661.29 <b>Total : 661.29</b>
114707	3/2/2017	10475 VERIZON WIRELESS	9780153892		CELL PHONE SERVICE	1,489.21 <b>Total : 1,489.21</b>
114708	3/2/2017	10709 ACS GOVERNMENT SYSTEMS INC	1349906		FIREHOUSE SOFTWARE CONTRCT	4,575.31 <b>Total : 4,575.31</b>
114709	3/2/2017	10318 ZOLL MEDICAL CORPORATION	2477507 2486370 CM-2321143	51521 51521	EMS SUPPLIES EMS SUPPLIES CR - EMS SUPPLIES RETURNED	383.86 383.86 -453.60 <b>Total : 314.12</b>
<b>54 Vouchers for bank code : ubgen</b>						<b>Bank total : 330,515.35</b>
<b>54 Vouchers in this report</b>						<b>Total vouchers : 330,515.35</b>

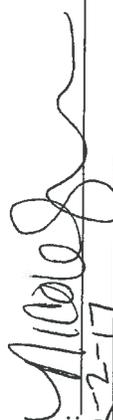
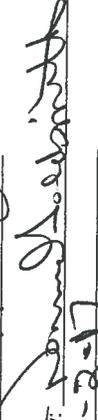
Prepared by: Alfred S  
Date: 3-2-17

Approved by: [Signature]  
Date: 3-2-17

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
114710	3/2/2017	10208 ANTHEM BLUE CROSS	March 2017		EMPLOYEE ASSISTANCE PROGRA	268.62	
					<b>Total :</b>	<b>268.62</b>	
114711	3/2/2017	10334 CHLIC	2102203		HEALTH/DENTAL INSURANCE	186,864.73	
					<b>Total :</b>	<b>186,864.73</b>	
114712	3/2/2017	10844 FRANCHISE TAX BOARD	PPE 02/22/17		WITHHOLDING ORDER	25.00	
					<b>Total :</b>	<b>25.00</b>	
114713	3/2/2017	10779 NATIONAL BENEFIT SERVICES LLC	PPE 02/22/17		FLEXIBLE SPENDING ACCOUNT	2,249.18	
					<b>Total :</b>	<b>2,249.18</b>	
114714	3/2/2017	10353 PERS	02 17 4		RETIREMENT PAYMENT	95,307.19	
					<b>Total :</b>	<b>95,307.19</b>	
114715	3/2/2017	10785 RELIANCE STANDARD LIFE	March 2017		VOLUNTARY LIFE INSURANCE	828.79	
					<b>Total :</b>	<b>828.79</b>	
114716	3/2/2017	10424 SANTEE FIREFIGHTERS	PPE 02/22/17		DENTAL/DUES/PEC/BENEVOLENT/I	5,232.19	
					<b>Total :</b>	<b>5,232.19</b>	
114717	3/2/2017	10776 STATE OF CALIFORNIA	PPE 02/22/17		WITHHOLDING ORDER	267.69	
					<b>Total :</b>	<b>267.69</b>	
114718	3/2/2017	10001 US BANK	PPE 02/22/17		PARS RETIREMENT	589.08	
					<b>Total :</b>	<b>589.08</b>	
114719	3/2/2017	10959 VANTAGE TRANSFER AGENT/457	PPE 02/22/17		ICMA - 457	27,649.78	
					<b>Total :</b>	<b>27,649.78</b>	
114720	3/2/2017	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 02/22/17		RETIREE HEALTH SAVINGS ACCOL	3,536.39	
					<b>Total :</b>	<b>3,536.39</b>	
11	Vouchers for bank code : ubgen					<b>Bank total :</b>	<b>322,818.64</b>
11	Vouchers in this report					<b>Total vouchers :</b>	<b>322,818.64</b>

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
---------	------	--------	---------	------	---------------------	--------

Prepared by:   
Date: 3-2-17  
Approved by:   
Date: 3-2-17

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
25062	3/6/2017	10955 DEPARTMENT OF THE TREASURY	March 2017 Retiree PPE 02/22/17		FEDERAL WITHHOLDING TAX	75.00
25091	3/6/2017	10956 FRANCHISE TAX BOARD	PPE 02/22/17		FEDERAL WITHHOLDING TAX AND CA STATE TAX WITHHELD	71,995.37 72,070.37 20,982.92 20,982.92
2 Vouchers for bank code : ubgen						93,053.29
2 Vouchers in this report						93,053.29
Total :						93,053.29
Bank total :						93,053.29
Total vouchers :						93,053.29

Prepared by: Made S  
Date: 3-7-2017

Approved by: F-K MSA  
Date: 3/7/2017

Voucher List  
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114721	3/8/2017	11275 AMERICAN SAFETY EMT	12533		BLS CARDS FOR FF/PM'S	16.00
					<b>Total :</b>	<b>16.00</b>
114722	3/8/2017	10293 AUTO ZONE INC	3347819592	51466	VEHICLE REPAIR PARTS	45.93
			3347820339	51466	VEHICLE REPAIR PART	27.92
					<b>Total :</b>	<b>73.85</b>
114723	3/8/2017	10021 BOUND TREE MEDICAL LLC	82406664	51676	EMS SUPPLIES	270.46
			82406665	51676	EMS SUPPLIES	11.39
			82406666	51676	EMS SUPPLIES	49.12
			82408154	51676	EMS SUPPLIES	165.45
			82409523	51676	EMS SUPPLIES	65.53
					<b>Total :</b>	<b>561.95</b>
114724	3/8/2017	11016 CARMONA, HUMBURTO	SPP1606A		REFUND SECURITY DEPOSIT	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
114725	3/8/2017	10032 CINTAS CORPORATION #694	694311323	51489	UNIFORM/PARTS CLEANER RNTL	60.07
					<b>Total :</b>	<b>60.07</b>
114726	3/8/2017	10033 CITY ELECTRIC SUPPLY COMPANY	STE/038839	51426	ELECTRICAL SUPPLIES	40.41
					<b>Total :</b>	<b>40.41</b>
114727	3/8/2017	10050 HCFA	HCA0000168		3RD QTR MEMBER ASSESSMENT	85,686.25
					<b>Total :</b>	<b>85,686.25</b>
114728	3/8/2017	12214 CITY OF TUSTIN- BARRY NEWTON	03152017		CALPACS 2017 MEMBERSHIP	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
114729	3/8/2017	12602 COOK, TROY	1		PHOTO BOOTH DEPOSITS	700.00
					<b>Total :</b>	<b>700.00</b>
114730	3/8/2017	10234 COUNTY OF SAN DIEGO	05871-2006-RI-2016	51429	GENERATOR PERMITS	309.00
					<b>Total :</b>	<b>309.00</b>
114731	3/8/2017	12422 COURTESY CHEVROLET CENTER	8955607	51711	VEHICLE REPAIR	411.44

Bank code : ubgen									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
114731	3/8/2017	12422	12422 COURTESY CHEVROLET CENTER				Total :		411.44
114732	3/8/2017	10333	COX COMMUNICATIONS	112256001	9130 CARLTON OAKS DR		Total :		179.48
114733	3/8/2017	10608	CRISIS HOUSE	01312017	CDBG SUBRECIPIENT		Total :		179.48
114734	3/8/2017	12610	CUTRI, RITA	GRD1235S	REFUNDABLE SECURITY DEPOSIT		Total :		447.79
114735	3/8/2017	10042	DALEY & HEFT LLP	47957	LEGAL SERVICES-CLAIMS		Total :		447.79
114736	3/8/2017	11469	ENVIROCERT INTERNATIONAL	PARTNER0205P118	STORM WATER COURSE		Total :		5,000.00
114737	3/8/2017	10057	ESGIL CORPORATION	02/20/17-02/24/17	SHARE OF FEES		Total :		5,000.00
114738	3/8/2017	10580	FASTENAL COMPANY	CAELC66663	SHOP SUPPLIES		Total :		108.00
114739	3/8/2017	10251	FEDERAL EXPRESS	5-719-11497	SHIPPING CHARGES		Total :		108.00
114740	3/8/2017	11196	HD SUPPLY FACILITIES	9152131507	STATION SUPPLIES		Total :		345.00
114741	3/8/2017	10256	HOME DEPOT CREDIT SERVICES	2152259	STATION SUPPLIES		Total :		345.00
114742	3/8/2017	12386	HORIZONS CONSTRUCTION COMPANY	7 7R	VIA DE CRISTINA PARK RETENTION		Total :		57,909.42
114743	3/8/2017	12591	IMS INFRASTRUCTURE	10317-1	PAVEMENT MGMT REPORT		Total :		57,909.42
							Total :		17.34
							Total :		17.34
							Total :		56.48
							Total :		56.48
							Total :		931.78
							Total :		931.78
							Total :		43.07
							Total :		43.07
							Total :		4,755.00
							Total :		-237.75
							Total :		4,517.25
							Total :		21,235.80
							Total :		21,235.80

Voucher List  
CITY OF SANTEE

Bank code :	ubgen			Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor					
114744	3/8/2017	12559 KLEINFELDER, INC	001139837	51694	CARLTON OAKS DRIVE BRIDGE	615.77	
					<b>Total :</b>	<b>615.77</b>	
114745	3/8/2017	10430 LEAGUE OF CALIFORNIA CITIES	1602		MEMBERSHIP & MEETING DUES	850.00	
					<b>Total :</b>	<b>850.00</b>	
114746	3/8/2017	10079 MEDICO PROFESSIONAL	1946237	51497	MEDICAL LINEN SERVICE	20.02	
			1946238	51497	MEDICAL LINEN SERVICE	8.16	
					<b>Total :</b>	<b>28.18</b>	
114747	3/8/2017	10507 MITEL LEASING	1414727		MONTHLY RENTAL 124690	117.26	
			1415074		MONTHLY RENTAL 122670	876.86	
			1415210		MONTHLY RENTAL 130737	74.69	
			1415234		MONTHLY RENTAL 131413	81.21	
					<b>Total :</b>	<b>1,150.02</b>	
114748	3/8/2017	12607 MORFIN, DARIA	2003448.001		PARK RESERVATION REFUND	40.00	
					<b>Total :</b>	<b>40.00</b>	
114749	3/8/2017	12604 MSDSONLINE, INC.	155219		HAZARDOUS CHEMICAL DATABAS!	4,767.00	
					<b>Total :</b>	<b>4,767.00</b>	
114750	3/8/2017	10087 NORCO DELIVERY SERVICE INC	708394		COURIER SERVICE	31.91	
					<b>Total :</b>	<b>31.91</b>	
114751	3/8/2017	10092 PHOENIX GROUP INFO SYSTEMS	35044959		CREDIT FOR CITATION PAYMENT	45.00	
					<b>Total :</b>	<b>45.00</b>	
114752	3/8/2017	12605 SAFE HEARING AMERICA INC	16107		HEARING TEST	2,252.25	
					<b>Total :</b>	<b>2,252.25</b>	
114753	3/8/2017	10407 SAN DIEGO GAS & ELECTRIC	3422 380 562 8		GAS TAX	166.71	
			4394 020 550 9		LMD	4,800.74	
			7990 068 577 7		PARKS	10,121.68	
					<b>Total :</b>	<b>15,089.13</b>	
114754	3/8/2017	10677 SANTEE CHAMBER OF COMMERCE	299		CHAMBER AWARDS NIGHT	1,000.00	

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
Bank code : ubgen							
114754	3/8/2017	10677	10677 SANTEE CHAMBER OF COMMERCE (Continued)				
114755	3/8/2017	11638	SAVMART PHARMACEUTICAL 601690	51500	PHARMACEUTICALS	96.68	
114756	3/8/2017	12606	SERRANO, AMY 2003447.001		PARK RESERVATION REFUND	67.00	
114757	3/8/2017	10217	STAPLES BUSINESS ADVANTAGE 3329941797	51454	OFFICE SUPPLIES	37.38	
114758	3/8/2017	10250	THE EAST COUNTY 00048854 00049168	51551	PUBLIC NOTICE CONSOLIDATED STMNT FY 15/16	273.00 250.00	
114759	3/8/2017	10158	THE SOCO GROUP INC 0360764-IN CL92360	51708 51683	DELIVERED FUEL FLEET CARD FUELING	823.17 1,290.95	
114760	3/8/2017	10479	TIRE CENTERS LLC 8720176152	51520	TIRE REPAIR	2,114.12	
114761	3/8/2017	10133	UNDERGROUND SERVICE ALERT 120170676	51552	DIG ALERT SERVICES	244.08	
114762	3/8/2017	11194	USAFACI INC 7021831		BACKGROUND CHECK	109.50	
114763	3/8/2017	10537	WETMORES 63062750	51507	VEHICLE REPAIR PART	211.37	
114764	3/8/2017	10797	WILSON, LEE 06182015C		COMMISSION STIPEND	33.50	
114765	3/8/2017	11985	ZINGPRINT 16441		STORMWATER PRINTING	50.00	
<b>45 Vouchers for bank code : ubgen</b>						<b>Bank total :</b>	<b>210,654.97</b>

Bank code : ubgen

Voucher Date Vendor

Invoice

PO #

Description/Account

Amount

45 Vouchers in this report

Total vouchers : 210,654.97

Prepared by:   
 Date: 2-8-2017

Approved by:   
 Date: 3/8/17

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
193	3/10/2017	10482 TRISTAR RISK MANAGEMENT	100640		WORKERS' COMPENSATION	4,103.53
1 Vouchers for bank code : ubgen						Total :
1 Vouchers in this report						Bank total :
						Total vouchers :

Prepared by: Albee  
Date: 3-13-17

Approved by: T-KMS  
Date: 3/13/17

**City of Santee**  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE** March 22, 2017

**AGENDA ITEM NO.**

**ITEM TITLE** APPROVAL OF THE EXPENDITURE OF \$51,776.46 FOR FEBRUARY 2017 LEGAL SERVICES AND RELATED COSTS

**DIRECTOR/DEPARTMENT** Tim K. McDermott, Director of Finance *tm*

**SUMMARY**

Legal service billings proposed for payment for the month of February 2017 total \$51,776.46 as follows:

1) General Retainer Services	\$ 13,494.05
2) Labor & Employment	63.90
3) Litigation & Claims (General Fund)	5,989.82
4) Special Projects (General Fund)	14,347.55
5) MHFP Commission	65.26
6) Applicant Initiated Projects	<u>17,815.88</u>
Total	<u>\$ 51,776.46</u>

**FINANCIAL STATEMENT** *tm*

	<u>AMOUNT</u>	<u>BALANCE</u>
General Fund:		
Adopted Budget	\$ 398,000.00	
Revised Budget	\$ 458,315.00	
Prior Expenditures	(267,714.74)	
Current Request	(33,895.32)	\$ 156,704.94
Other Funds (excluding applicant initiated items):		
Adopted Budget	\$ 40,000.00	
Revised Budget	\$ 40,655.40	
Prior Expenditures	(7,973.90)	
Current Request	(65.26)	\$ 32,616.24

**CITY ATTORNEY REVIEW**     N/A     Completed

**RECOMMENDATION** *MSB*

Approve the expenditure of \$51,776.46 for February 2017 legal services and related costs.

**ATTACHMENT (Listed Below)**

Legal Services Billing Summary

**LEGAL SERVICES BILLING SUMMARY**  
**FY 2016-17**

<u>Category</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Spent Year to Date</u>	<u>Available Balance</u>	<u>Current Request Mo/Yr</u>	<u>Amount</u>
<b>General Fund:</b>						
General / Retainer	\$ 162,000.00	\$ 162,000.00	\$ 96,182.25	\$ 65,817.75	Feb-17	\$ 13,494.05
Labor & Employment	50,000.00	50,000.00	13,739.05	36,260.95	Feb-17	63.90
Litigation & Claims	50,000.00	67,053.00	88,172.69	(21,119.69)	Feb-17	5,989.82
Special Projects	136,000.00	179,262.00	69,620.75	109,641.25	Feb-17	14,347.55
<b>Total</b>	<b>\$ 398,000.00</b>	<b>\$ 458,315.00</b>	<b>\$ 267,714.74</b>	<b>\$ 190,600.26</b>		<b>\$ 33,895.32</b>
<b>Other City Funds:</b>						
Litigation & Claims	\$ -	\$ 132.90	\$ 132.90	\$ -		\$ -
Special Projects	30,000.00	30,000.00	6,585.00	23,415.00		-
MHFP Commission	10,000.00	10,000.00	733.50	9,266.50	Feb-17	65.26
<b>Total</b>	<b>\$ 40,000.00</b>	<b>\$ 40,132.90</b>	<b>\$ 7,451.40</b>	<b>\$ 32,681.50</b>		<b>\$ 65.26</b>
<b>CDC Successor Agency Bond Proceeds:</b>						
Prospect Avenue Project	\$ -	\$ 522.50	\$ 522.50	\$ -		\$ -

**LEGAL SERVICES BILLING SUMMARY  
FY 2016-17**

Category	Adopted Budget	Revised Budget	Spent Year to Date	Available Balance	Current Request Mo/Yr	Amount
<i>Applicant-initiated (paid from developer/applicant deposits)</i>			\$ 3,234.10			
Sky Ranch	n/a	n/a	\$ 172.50	n/a		\$ -
Riverwalk (County)	n/a	n/a	260.70	n/a	Feb-17	326.40
Lantern Crest	n/a	n/a	1,583.50	n/a		-
Castlerock	n/a	n/a	17,068.96	n/a	Feb-17	4,085.68
Castlerock CFD	n/a	n/a	237.60	n/a		-
El Nopal Estates II	n/a	n/a	393.30	n/a		-
Walmart	n/a	n/a	8,648.10	n/a	Feb-17	8,552.80
Home Fed/Subarea Plan	n/a	n/a	50,472.70	n/a	Feb-17	2,222.90
PDMWD Maint. Yard Wireless Fac.	n/a	n/a	239.70	n/a		-
East County Estates	n/a	n/a	189.60	n/a		-
Karl Strauss	n/a	n/a	4,301.02	n/a		-
Santee Walker	n/a	n/a	5,725.20	n/a		-
Prospect Estates	n/a	n/a	4,096.79	n/a		-
River Village	n/a	n/a	108.80	n/a		-
Heaney Properties	n/a	n/a	4,035.20	n/a		-
Calvary Chapel CUP Revision	n/a	n/a	10,543.50	n/a	Feb-17	60.60
Hillside Meadows Reorg	n/a	n/a	4,529.00	n/a		-
Robinson Lane	n/a	n/a	2,575.80	n/a		-
Woodside Terrace	n/a	n/a	818.10	n/a	Feb-17	2,416.00
Raising Cane	n/a	n/a	303.00	n/a		-
Various Other Projects	n/a	n/a	610.60	n/a		151.50
<b>Total</b>			<b>\$ 116,913.67</b>			<b>\$ 17,815.88</b>

**Total Previously Spent to Date  
FY 2016-17**

General Fund	\$ 267,714.74
Other City Funds	7,451.40
CDCSA Bond Proceeds	522.50
Applicant Deposits	116,913.67
<b>Total</b>	<b>\$ 392,602.31</b>

**Total Proposed for Payment**

General Fund	\$ 33,895.32
Other City Funds	65.26
CDCSA Bond Proceeds	-
Applicant Deposits	17,815.88
<b>Total</b>	<b>\$ 51,776.46</b>

1D

**City of Santee**  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE** March 22, 2017

**AGENDA ITEM NO.**

**ITEM TITLE** AUTHORIZE THE PURCHASE OF NEW STRUCTURAL FIREFIGHTING CLOTHING (TURNOUTS) FROM MUNICIPAL EMERGENCY SERVICES (MES) PER NATIONAL PURCHASING PARTNERS CONTRACT #2013-1

**DIRECTOR/DEPARTMENT** Chief Richard Smith, Fire Department 

**SUMMARY**

This item requests City Council authorization to purchase an additional six (6) new sets of structural firefighting clothing (turnouts) from Municipal Emergency Services (MES). The Fire Department has already purchased six (6) replacement sets this fiscal year, but has identified an additional six (6) sets that require immediate replacement.

To meet the industry's safety standard as outlined by NFPA 1851, the Fire Department utilizes an independent outside vendor to routinely inspect and repair structural firefighting clothing. As these garments age, the protective materials within the garment begin to degrade and the likelihood of a burn injury increases.

Santee Municipal Code Section 3.24.180 authorizes the City to purchase equipment and supplies from a vendor at a price established by 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 3.24.110. In June 2013, National Purchasing Partners, LLC, (NPP) conducted a competitive process, substantially complying with Santee's Municipal Code, for procurement of fire turnouts and fire-related equipment. Based on the requirements for the lowest responsive responsible bidder offering the best overall quality and selection of products and services, Municipal Emergency Services (MES) was one of the vendors awarded Contract #2013-1 for fire turnouts and fire-related equipment for an initial term of three years plus three annual options to renew.

Santee's Purchasing Ordinance requires City Council approval of all purchases exceeding \$20,000. Staff recommends utilizing NPP Contract #2013-1 to purchase an additional six (6) sets of structural firefighting clothing (turnouts) from Municipal Emergency Services (MES) for an amount not to exceed \$14,817.60, resulting in a total FY 2016/17 amount not to exceed \$29,738.82.

**FINANCIAL STATEMENT** 

Adequate funding for the purchase of the six additional sets of structural firefighting clothing (turnouts) is included in the FY 2016/17 Fire Department budget.

**CITY ATTORNEY REVIEW**

N/A

Completed

**RECOMMENDATION** 

1. Authorize the purchase of six additional sets of structural firefighting clothing (turnouts) from Municipal Emergency Services (MES) per NPP Contract #2013-1 for an amount not to exceed \$14,817.60, resulting in a total FY 2016/17 amount not to exceed \$29,738.82; and
2. Authorize the City Manager to execute all necessary documents.

**ATTACHMENTS**

None

**City of Santee**  
**COUNCIL AGENDA STATEMENT**

1E

**MEETING DATE**     March 22, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**     TWO CLAIMS AGAINST THE CITY BY MICHAEL BAILEY AND SHARRON BINGHAM YEAGER

**DIRECTOR/DEPARTMENT**     Jessie Bishop, Director of Human Resources & Risk Management 

**SUMMARY**

Two claims were filed against the City by Michael Bailey and Sharron Bingham Yeager. The claims have been reviewed by the City's Director of Human Resources and Risk Management prior to bringing them forward for consideration. The Director of Human Resources and Risk Management recommends these claims be rejected as provided in Government Code Section 913.

The claim documents are on file in the Office of the City Clerk for Council reference.

  
**FINANCIAL STATEMENT**     There is no financial impact to the City by rejecting claims.

**CITY ATTORNEY REVIEW**      N/A      Completed

**RECOMMENDATION**   
Reject claims as per Government Code Section 913.

**ATTACHMENTS**

None

**City of Santee**  
**COUNCIL AGENDA STATEMENT**

1F

**MEETING DATE**    March 22, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**    RESOLUTION APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR HEARTLAND COMMUNICATIONS FACILITY AUTHORITY TO ADD SAN MIGUEL FIRE PROTECTION DISTRICT AS A JPA MEMBER AGENCY

**DIRECTOR/DEPARTMENT**    Richard Smith, Fire Chief



**SUMMARY**

The Heartland Communications Facility Authority (HCFA) is a Joint Powers Authority that currently provides fire service and medical dispatch for twelve San Diego County agencies, including Santee. The original Agreement, in effect since June 25, 1986, has been amended several times to accommodate changing agency memberships and to revise contract language as necessary.

The San Miguel Fire Protection District (SMFPD) is scheduled to return to stand-alone status on July 12, 2017, as a result of the termination of their five-year contract with CalFire. The SMFPD has requested to join the Heartland Communications Facility Authority as a public member agency. The Board has made a formal recommendation that the Amended and Restated Joint Exercise of Powers Agreement be amended to add the SMFPD as a member public agency on the terms set forth in the proposed amendment.

The HCFA Commission approved the draft Amendment to the Amended and Restated Joint Exercise of Powers Agreement on March 2, 2017. HCFA member agencies must approve the Amendment to the Amended and Restated Agreement before it can be adopted in final form by the Heartland Communications Facility Authority. A Resolution approving the Amendment to the Amended and Restated Agreement is attached. The target date for the Amendment to take effect is July 12, 2017.

**FINANCIAL STATEMENT**

There is no direct fiscal impact as a result of approving the Amendment to the Amended and Restated JPA. Santee's FY 2016-17 base HCFA membership assessment is \$342,744. The HCFA assessment is paid by the City's General Fund, with a portion reimbursed by County Service Area 69. However, the potential exists for future member agency cost-per-call savings due to the additional revenue that the SMFPD will bring to the HCFA JPA.

**CITY ATTORNEY REVIEW**

N/A

Completed

**RECOMMENDATION**

Adopt Resolution approving the Amendment to the Amended and Restated Joint Exercise of Powers Agreement for Heartland Communications Facility Authority to add SMFPD as a member of the Authority, and authorizing the City Manager to execute the Amendment.

**ATTACHMENTS**

Resolution

Amendment to the Amended and Restated Joint Exercise of Powers Agreement

**RESOLUTION NO. \_\_**

**RESOLUTION APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT FOR HEARTLAND  
COMMUNICATIONS FACILITY AUTHORITY TO ADD SAN MIGUEL FIRE  
PROTECTION DISTRICT AS A JPA MEMBER AGENCY**

**WHEREAS**, the City of Santee is a member of the Heartland Communications Facility Authority for 911 computer-aided dispatching and records management related to fire and medical emergencies; and

**WHEREAS**, the Heartland Communications Facility Authority Commission has recommended to member agencies that they approve an Amendment to the Amended and Restated Joint Exercise of Powers Agreement to add San Miguel Fire Protection District as a JPA member agency, attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, the City Council of the City of Santee finds it to be in the best interest of the Heartland Communications Facility Authority to approve the Amendment to the Amended and Restated Joint Exercise of Powers Agreement to add San Miguel Fire Protection District as a JPA member agency.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Santee, California, that the attached Amendment to the Amended and Restated Joint Exercise of Powers Agreement for Heartland Communications Facility Authority to add San Miguel Fire Protection District as a JPA Member Agency is approved and the City Manager is authorized to execute the Amendment on behalf of the City of Santee.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 22nd day of March 2017, by the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

**JOHN W. MINTO, MAYOR**

**ATTEST:**

**PATSY BELL, CMC, CITY CLERK**

Exhibit A – Amendment to the Amended and Restated Joint Exercise of Powers Agreement

**AMENDMENT TO HEARTLAND COMMUNICATIONS FACILITY  
AUTHORITY'S JOINT EXERCISE OF POWERS AGREEMENT ADDING SAN  
MIGUEL FIRE PROTECTION DISTRICT AS A JPA MEMBER AGENCY**

The Amended and Restated Joint Exercise of Powers Agreement for "Heartland Communications Facility Authority" ("Agreement") is hereby amended as follows:

1. Amendment to Add Member Agency. The term "Member Agency" as defined in the preamble to the Agreement is hereby amended to add San Miguel Fire Protection District ("SMFPD") as a Public Agency Member of the Heartland Communications Facility Authority, and the term "Member Agencies" which is used to collectively refer to all Member Agencies of the Authority is hereby amended to include SMFPD.
2. Expense Allocations. As specified in Section 12 of the Agreement, for purposes of the calculation of assessment expense allocations as set forth in Section 5(C)(1) and 5(C)(2) of the Agreement, a minimum of 500 calls shall be attributed to SMFPD for 7 years.
3. Buy-In Fee. Pursuant to Section 12 of the Agreement, SMFPD shall pay a buy-in fee of \$74,684, subject to the following terms. Except in the event that SMFPD withdraws from the Authority, SMFPD shall not be required to pay any portion of the buy-in fee during the first 2 years. Thereafter, SMFPD may elect to pay \$40,000 in installments, provided that a minimum of \$10,000 per year is paid at the beginning of each year, commencing with year 3 (July 2019) and continuing through year 6 (July 2022). In the event that SMFPD does not withdraw from the Authority before the end of the 7 year JPA Agreement commitment, and pays the \$40,000 in full as set forth herein, SMFPD's obligation to pay the remaining \$34,684 of the buy-in fee will be extinguished. In the event that SMFPD withdraws from the Authority before the end of the 7 year JPA Agreement commitment, the entire outstanding balance of the \$74,684 buy-in fee shall be immediately due and payable. SMFPD shall also be required to comply with all other terms and conditions of withdrawal contained in the Agreement.
4. Effective Date. This Amendment shall take effect for all purposes on July 12, 2017.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their proper officers thereunto duly authorized.

The following page(s) are the approved and signed by the current JPA Member's proper officers thereunto duly authorized:

ACCEPTANCE

San Miguel Fire Protection District hereby agrees to be bound by all of the terms and conditions of the Amended and Restated Joint Exercise of Powers Agreement for “Heartland Communications Facility Authority” as amended by the foregoing Amendment.

\_\_\_\_\_  
Signature of SMFPD Official  
Theresa McKenna, BOARD CHAIR  
San Miguel Fire Protection District

COMMISSION ATTESTATION

The undersigned, as a duly authorized representative of the Commission of the Heartland Communications Facility Authority, does hereby attest that the requisite vote of the Member Agencies of the Authority for amendment of the Joint Exercise of Powers Agreement has been obtained and that, as of July 12, 2017, San Miguel Fire Protection District shall, on the terms and conditions set forth herein, become a Member Agency of the Authority with all rights and privileges and subject to all obligations and liabilities thereof.

\_\_\_\_\_  
Signature of HCFA Official  
MARK SCOTT, BOARD CHAIR  
Heartland Communications  
Facility Authority Commission

**Amendment to the HCFA JPA Agreement Approving the Addition of  
San Miguel Fire Protection District as a HCFA JPA Member  
Individual Agency Signature Page**

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their proper officers thereunto duly authorized.

CITY OF SANTEE

Attest:

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

\_\_\_\_\_

Its: \_\_\_\_\_

**City of Santee**  
**COUNCIL AGENDA STATEMENT**

6A

**MEETING DATE**     March 22, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**     **CONSIDERATION OF NEXT STEPS FOR DEVELOPMENT OF A MULTIPLEX THEATER PROJECT ON THE CINEMA PARCEL**

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

**SUMMARY**

On February 8, 2017, the City Council approved a Purchase and Sale Agreement, Joint Escrow Instructions, and Option Agreement between the City of Santee and the County of San Diego. It provided for the City to acquire the 6.74-acre "Cinema Parcel" from the County of San Diego for one dollar (\$1.00) for the future development of a multiplex theater on this site, subject to certain deed restrictions and option provisions outlined in the Agreement. The Agreement was then executed on behalf of the City and transmitted to the County for their approval. On March 14, 2017, the County Board of Supervisors approved the Purchase and Sale Agreement, Joint Escrow Instructions, and Option Agreement, which initiated the process to transfer ownership of the Cinema Parcel to the City.

There are various options for the next steps in the development process for a multiplex theater on the Cinema Parcel, and this report will provide an overview of those options for the Council's consideration and direction to staff. Each of these options will be evaluated, ranging from a several-month RFP (Request for Proposals) process, to a more focused process of direct negotiations with a theater developer.

**ENVIRONMENTAL REVIEW**     N/A

**FINANCIAL STATEMENT**     *tm*

Both the City and the County have approved the Purchase and Sale Agreement, Joint Escrow Instructions, and Option Agreement, which provides for the City to acquire Parcel 3 from the County of San Diego for \$1.00, plus certain title insurance and escrow fees, subject to the provisions outlined in the Agreement. This report provides further information regarding future steps in the development of a multiplex theater project on this property.

**CITY ATTORNEY REVIEW**      N/A      Completed

**RECOMMENDATION**     *MDSB*

Consider various options to initiate the development process for a multiplex theater on the Cinema Parcel, and provide direction to staff.

**ATTACHMENTS**

Staff Report  
Location Map

## **Staff Report**

### **CONSIDERATION OF NEXT STEPS FOR DEVELOPMENT OF A MULTIPLEX THEATER PROJECT ON THE CINEMA PARCEL**

**March 22, 2017**

#### **Background**

At the February 8, 2017 meeting, the City Council approved a Purchase and Sale Agreement, Joint Escrow Instructions, and Option Agreement between the City of Santee and the County of San Diego ("Agreement"). It provided for the City to acquire the 6.74-acre "Cinema Parcel" from the County of San Diego for one dollar (\$1.00) for the future development of a multiplex theater on this site, subject to certain deed restrictions and option provisions outlined in the Agreement.

Specifically, the Agreement provides that, for a term of 20 years, the Cinema Parcel shall be used solely to develop and operate a movie theater and food services ancillary to the operation of a movie theater, or other County-approved civic, educational or cultural uses such as a performing arts center, museum, library, or community center. Within that period, if the Cinema Parcel is used for purposes other than those outlined in the Grant Deed and Option Agreement, the Cinema Parcel would revert to County ownership and the Agreement would terminate, subject to the Option provisions. If that contingency occurs, the County would grant the City the right of first offer (option) to purchase the Cinema Parcel from the County for full market value as of the date of the termination.

On March 14, 2017, the County Board of Supervisors approved the Purchase and Sale Agreement, Joint Escrow Instructions, and Option Agreement, which initiated the process to transfer ownership of this parcel to the City.

#### **Overview of Next Steps**

There are various options for the next steps in the development process for a multiplex theater on the Cinema Parcel, and this report will provide an overview of those options for the Council's consideration and direction to staff.

The provisions of the Agreement require the City to exercise substantial control over development, use and reuse of the property. For that reason, the City will be negotiating a long-term ground lease with a theater developer/operator. Once a theater developer has been designated through the selection process determined by the City Council, the City will negotiate an agreement and lease, which outlines the specifications for the theater project, duration of operation, terms of the ground lease, and other provisions to ensure ongoing compliance with the Agreement for the Cinema Parcel.

***Request for Proposal (RFP):***

A Request for Proposals (RFP) may involve a several-month process to prepare a proposal packet that outlines the specific project or development opportunity, project specifications, and desired qualifications, project history, and capabilities. It will also solicit a development proposal for that project. Once the RFP packet has been prepared and approved, it will be advertised and sent to key development interests. The process usually provides 2-3 months for responses to be submitted. Once the RFP responses are received, they must be reviewed and ranked, with selection of a top candidate taking place within 1-2 months of the RFP submittal deadline. An expedited process would take at least 4 months from initiating the preparation of an RFP to selecting a final candidate.

Advantages: The RFP process will “cast the widest net” in securing theater development proposals, and provide a broader range of proposals.

Disadvantages: This option will take the longest period of time, between 3-5 months, to designate a theater developer/operator.

***Request for Qualifications (RFQ):***

A Request for Qualifications (RFQ) is very similar to the RFP process in implementation, but is a more abbreviated process focused on the qualifications of a development team to implement a specific project. The RFQ packet also outlines the specific project or development opportunity, and project specifications, but requests responses relating to the development team’s qualifications, project history, and capabilities to implement the project. Once the RFQ packet has been prepared and approved, it will be advertised and sent to key development interests. The process then provides 1-2 months for responses to be submitted. When the RFQ responses are received they are reviewed and ranked with the selection of a top candidate taking place within one month of the RFQ submittal deadline. An expedited RFQ process would take about 3 months from initiating the preparation of an RFP to selecting a final candidate.

Advantages: The RFQ process will provide a broad range of potential theater developers to select from for the multiplex theater project. The RFQ process is better suited to a more focused project for a specific use, such as the development and operation of a multiplex theater, encompassing food and restaurant uses.

Disadvantages: This option will take about 3 months to select a theater developer/operator.

***Direct Negotiations:***

There is another option that would offer the most expedited process to initiate the theater development project, which would be through direct negotiations with a theater developer/operator. Ideally, it would be a major theater developer/operator that has been tracking this project, and has been part of past discussions with the City relating to a multiplex theater project.

Advantages: The Direct Negotiations approach allows the City to immediately begin project discussions with a selected developer.

Disadvantages: This process, by its very nature, limits the firms that can work with the City to extremely qualified firms who are already invested in a desire to work on this project.

**Desired Qualifications for Selected Theater Operator/Developer:**

The objective of each of the processes outlined above is to select an optimal theater operator/developer that has the theater operation and development experience, and financial capability to initiate the project and secure entitlements within the desired time frame as negotiated with the City.

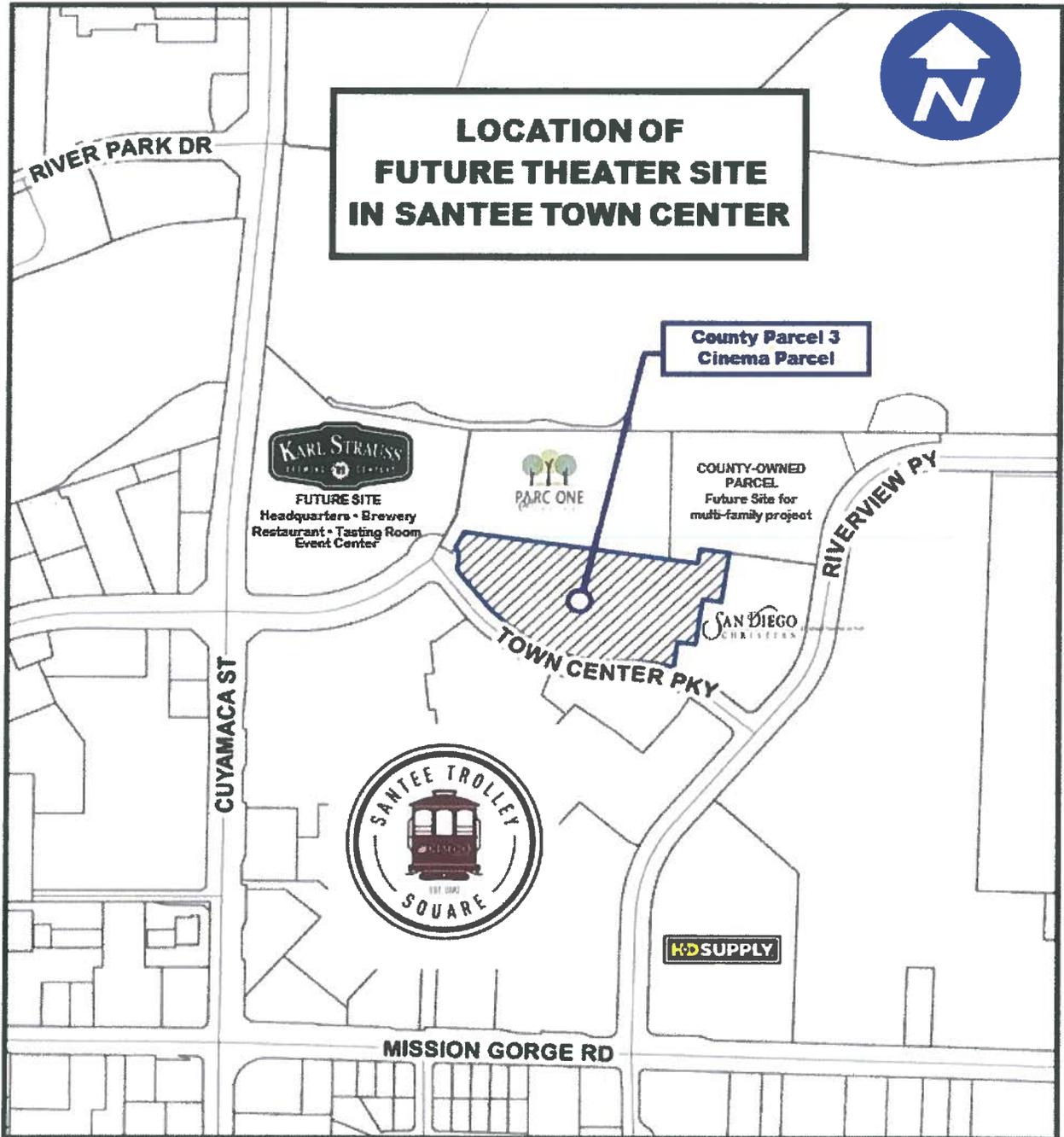
Key qualifications would be as follows:

- Represent a major theater chain that is among the top ten ranked theater chains in the United States and globally. Higher preference for a theater chain that is among the top five ranked chains.
- Recent theater development experience, with examples of state-of-the-art theater design features, customer amenities, and technological capabilities.
- Multiplex theater development experience with projects incorporating independent restaurants, and enhanced restaurant, food and lounge services.
- Theater development team capability and expertise to fast-track project development and entitlements.
- Financing capability to initiate the development of a state-of-the-art multiplex theater within 3-4 months of securing entitlements.
- Demonstrated experience with similar projects in California, and familiarity with CEQA and similar provisions. Familiarity with this specific site and surrounding development in Santee would be desirable as well.

**Summary:**

Regardless of the manner of selection or time needed for this first phase, the next phase is for the City and the selected developer to finalize a development agreement for the theater project. This could take a few weeks to several months.

**NEXT STEPS FOR DEVELOPMENT OF A MULTIPLEX THEATER PROJECT**  
March 22, 2017



**City of Santee**  
**COUNCIL AGENDA STATEMENT**

6B

**MEETING DATE**      March 22, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**                    **AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GEORGE HILLS COMPANY FOR THIRD PARTY ADMINISTRATION OF LIABILITY CLAIMS AND APPROPRIATION OF FUNDS**

**DIRECTOR/DEPARTMENT**      Jessie Bishop, Director of Human Resources/Risk Management *JTB*

**SUMMARY**

The Human Resources and Risk Management Department recently issued a request for proposals to provide liability claim adjusting and administration services for the City. Three proposals were received and evaluated by City staff based upon criteria such as the professional qualifications of the firm and key staff, work plan and audit approach, and reasonableness of proposed fees. Based upon the evaluation of the proposals and firm interviews, staff recommends George Hills Company be awarded a contract to provide liability claim adjusting and administration services.

George Hills Company is a California based firm that has been in business for over 60 years. They specialize in serving public entities including the City of Lemon Grove, County of Sacramento and several other cities, counties, special districts and Joint Powers Authorities. In addition to qualified claims adjusting staff, George Hills demonstrated the ability to provide the City with a robust online claims administration and reporting system that is also used by the City's Joint Powers Authority, CSAC-EIA.

Staff recommends City Council authorize the execution of a professional services agreement with George Hills for an amount not to exceed \$21,000 plus direct claim expenses ("allocated expenses") for an initial term of April 1, 2017 through June 30, 2018 with the option to extend the contract for four additional one-year periods with future annual increases not to exceed the San Diego Consumer Price Index – All Urban Consumers. The scope of services includes liability and property claim handling, investigative and legal support services, claim review, reporting, and financial accounting.

*m*  
**FINANCIAL STATEMENT**      An appropriation from the General Fund reserve in the amount of \$4,200 is required to fund the FY 2016-17 portion of this agreement.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *MSB*

Authorize the City Manager to execute a professional services agreement with George Hills Company to provide liability claims adjusting and administration services for an amount not to exceed \$21,000 plus allocated expenses for an initial term of April 1, 2017 through June 30, 2018, with the option to extend the contract for four additional one-year periods and appropriate \$4,200 from the General Fund reserve.

**ATTACHMENTS**

Professional Services Agreement

**CLAIMS ADJUSTING AND ADMINISTRATION  
SERVICE CONTRACT**

This contract is made and entered into this 1st day of April, 2017 by and between, City of Santee, hereinafter referred to as "CLIENT", and GEORGE HILLS COMPANY, INC., hereinafter referred to as "GH".

GH is a California Corporation doing business as licensed, independent insurance adjusters and administrators, with John Chaquica, CEO, responsible for contract compliance and terms. Randy Rendig, President Claims Administration, shall oversee the daily operations. The company's corporate office is located at 3043 Gold Canal Dr, Suite 200, Rancho Cordova, California, 95670, telephone, (916) 859-4800.

IT IS HEREBY AGREED by and between the parties signing this contract as follows:

**I. GENERAL**

CLIENT is desirous of availing itself of property and liability claims adjusting and administrative services. The GH is a claim administrative firm experienced in the handling of self-insured claims and is ready to and capable of performing such services. As such, the GH shall act as a representative of the CLIENT for the investigation, adjustment, processing, supervision and evaluation of general liability, motor vehicle, and potential money damage claims filed by third parties against the CLIENT, or against parties for whom the CLIENT is alleged to be legally responsible, which are premised upon allegations of willful, intentional, negligent, or careless acts and/or omissions.

**II. SCOPE OF SERVICES**

GH agrees to provide complete claim handling services on each accident or incident which is or may be the subject of a claim. Such services shall include the following:

**A. INVESTIGATIVE SERVICES**

GH agrees to provide complete investigative services including, but not limited to:

- 1) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims.
- 2) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all CLIENT losses but not to include extraordinary investigative services outside the expertise of GH.
- 3) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
- 4) Undertake items of investigation requiring special handling for CLIENT at the direction of the CLIENT's Attorney or authorized representative.

**B. LIABILITY AND PROPERTY CLAIM HANDLING SERVICES**

GH agrees to provide complete claim handling services on each accident or incident which is or may be the subject of a claim. Such services shall include the following:

- 1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
- 2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
- 3) Ensure timely claim handling, including contact and follow-up with claimants regarding claim issues and processing.
- 4) Determine the need for defense representation, recommend legal counsel, and manage litigation activity.
- 5) Report claims to the excess insurer and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
- 6) Maintain records on any such claim and notify Client when Client is about to exhaust the Self Insured Retention.
- 7) Obtain settlement contracts and releases upon settlement of claims or potential claims not in litigation.
- 8) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Contracts in compliance with Section 111 of the MMSEA including the required reporting (see Attachment A).
- 9) Provide an account manager and lead liability adjuster.

#### C. LEGAL SUPPORT SERVICES

GH agrees to provide the following legal support services on each claim in which a third party claimant has commenced or threatened to commence litigation:

- 1) Upon notification by the CLIENT that litigation has been filed on an open claim, contact and provide counsel with all information and files concerning the claim.
- 2) Cooperate with and assist any defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
- 3) Assist in responding to discovery or preparing discovery.
- 4) At the request of the CLIENT, attend mandatory settlement conferences on behalf of CLIENT.
- 5) At the request of the CLIENT appear on behalf of CLIENT in small claims actions filed against CLIENT on open claims handled by GH.

- 6) Review, evaluate and adjust defense counsel statements for services.
- 7) Regularly and reasonably discuss, review, and direct investigation issues, discovery, and case strategy with counsel.
- 8) Review and evaluate case evaluations, correspondence and status reports forwarded to GH by counsel.
- 9) Cooperate with counsel as a team with an open communication approach on each case to obtain the most economical and best result for the CLIENT.

#### D. REPORTS AND PROCEDURES:

As required to excess reporting agency/carrier, GH agrees to provide the following:

- 1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, GH will provide CLIENT with a full factual report, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, the GH will report as often as warranted by any important change in status but no longer than every (90) days until the claim closes unless extended diary is appropriate.
- 2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for the GH in connection with this contract shall be CLIENT's property and constitute the GH's work product for which compensation is paid. A copy of all reports, documents, and claim data of every kind or description that is in whole or in part by or for the CLIENT is the property of the GH. Additional copies of original reports, documents, and data requested by the CLIENT will be at the CLIENT's expense in accordance with this contract.
- 3) GH agrees that CLIENT or its auditors shall have access and the right to audit and reproduce any of the GH's relevant records to ensure that the CLIENT is receiving all services to which the CLIENT is entitled under this Contract or for any purpose relating to the Contract.

#### E. DATA

GH agrees to perform the following:

- 1) Utilize its "State of the Art" claims information system—SIMS.
- 2) Record all claim information including all financial data.
- 3) Provide CLIENT Read only on-line access to the claims data system, if desired by CLIENT. (*Up to five users*)
- 4) Provide monthly standard loss run and check register.
- 5) Provide annual claims data report for actuary and auditors upon request.

6) Provide assistance to CLIENT in developing customized reports when requested (may require additional charge).

7) Conversion/Data Import:

a. Open Claims  Yes  No

b. Closed Claims  Yes  No

**NOTE:** GH will work with CSAC EIA and CLIENT to import all closed claim information from source documents into GH claims system.

#### F. CLAIM REVIEW MEETINGS

GH shall, on a mutually agreed periodic basis, meet with Client to review and discuss claims inventory and claims results of past period and delivery of services by CLAIM ADMINISTRATOR.

#### G. FINANCIAL ACCOUNTING

No  Yes, if yes, GH shall provide the following:

- 1) Establish and maintain a trust fund for the purpose of paying indemnity and expenses that may be due on the claims. The amount to be maintained in the trust fund shall be determined by the Client. *(Note: If Trust Fund is not set-up with the GH Preferred Bank, there may be an additional set-up fee.)*
- 2) Maintain a copy of all checks drawn by the GH to pay claims and claims related expenses.
- 3) Submit monthly check registers of all transactions made for the period.
- 4) Complete or update Attachment B "Preferred Method of Check Processing" for check processing options.

#### H. SUBROGATION

GH is a claim administrative firm experienced in the handling of subrogation claims and is ready and capable of performing such services. Such services are distinct from subrogating a loss from an additional insured from a claim filed by a third party. Our services are unique to a first party loss of the CLIENT caused by the intentional or negligent act of a third party. Such losses generally are for the recovery of damages, loss, and/or additional types of damages including, but not limited to, the following:

- Labor costs for district or other personnel responding to or in any manner providing services;
- Services provided by outside vendors;
- Vehicle or equipment use; and/or
- Additional fees that may be specific to the individual entity that are provided for within district ordinances or other governing document.

e. CLIENT may, at CLIENT's own expense:

- 1) Authorize GH to act as a representative of CLIENT for the investigation, adjustment, processing, supervision and evaluation of –and ultimate recovery of –potential money from damage claims against parties for whom it is alleged to be legally responsible.
- 2) Authorize GH to engage the services of a litigation attorney to consult, review, and determine the best legal strategy available at the time to obtain the best possible result for CLIENT. Upon determination by the attorney that a civil action is in the best interest of CLIENT, GH will notify CLIENT and obtain authorization to pursue recovery in accordance with the recommendations of the litigation attorney; or

While GH is handling a subrogation claim for CLIENT pursuant to the terms of this Contract, the institution of a civil action is determined by CLIENT to be the best course of action, CLIENT may, at CLIENT's own expense:

- 1) Recall the claim to CLIENT's control so that CLIENT may pursue recovery in a manner to be determined by the CLIENT's attorney to be in the best interest of the CLIENT.

In the event CLIENT recalls the claim as indicated above, CLIENT shall be responsible for payment to GH of any and all time and expense incurred by GH's subrogation claim adjuster and/or other subrogation specialist up to the time wherein the claim has been recalled by CLIENT.

### **III. DENIAL, COMPROMISE OR SETTLEMENT OF CLAIMS**

It is agreed that CLIENT has granted \$0 authority to the GH for the purpose of compromising, settling, and paying any claims against CLIENT being handled by the GH. CLIENT has granted \$0 authority to the GH for the purpose of issuing payment for legal expenses. Prior approval to compromise or settle any claim, or pay any expense will be obtained from the designated claims officer or employee on matters exceeding the authority granted above.

### **IV. FILE RETENTION**

GH shall retain in accordance with the CLIENT's record retention policy up to a maximum of seven (7) years. After seven (7) years, unless requested by the CLIENT to retain at its own expense, GH shall delete the scanned files in accordance with the timeline stated in Attachment C.

### **V. CONFIDENTIALITY**

All data, documents, discussions, or other information developed or received by or for GH in PERFORMANCE of this contract are confidential and not to be disclosed to any person except as authorized by CLIENT or CLIENT's designee, or as required by law.

### **VI. CONFLICT OF INTEREST**

In the event the GH receives a claim from the CLIENT in which there arises a "conflict of interest," the GH shall immediately notify CLIENT. CLIENT may then, at their expense choose to hire another well-qualified claims firm to handle that particular claim to a conclusion. The GH covenants that it presently knows of no interest, direct or indirect, which would conflict in any manner with the performance of services required under this contract.

## **VII. CLIENT RESPONSIBILITY**

CLIENT agrees to the following:

- 1) CLIENT shall cooperate with GH as may be reasonably necessary for GH to perform its services.
- 2) CLIENT agrees to provide direction to GH as requested regarding particular project requirements.
- 3) CLIENT shall identify primary contact person for account as well as for billing and loss run submission. In addition, CLIENT shall be responsible for reporting all changes thereto.
- 4) CLIENT shall be responsible for reporting all Bodily Injury Claims in addition to all other items noted in Attachment A "Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)"
- 5) CLIENT shall be responsible for updating GH on any changes to coverage/policy language; including limits, retentions/deductibles and coverage changes.

## **VIII. COMPENSATION**

CLIENT agrees to pay GH for services described in Section II – Scope of Services.

Time and expense charges will be incurred only when necessarily required in the form of adjuster's fees as delineated in Section II, Scope of Services and will be invoiced as worked.

- 1) A fixed fee of \$15,000.00 annually or \$18,750 for the initial term, as follows:
  - a. Fixed fee of \$15,000.00 annually, to be billed at a monthly rate of \$1,250.00.

The above compensation shall apply to services provided during the initial term of this contract. Compensation for services provided during subsequent renewal years may be re-negotiated annually and any subsequent year increases shall not exceed the change in the San Diego Consumer Price Index-All Urban Consumers. Such change, if any, shall be submitted to CLIENT by June 30<sup>th</sup> of each year, in writing.

- b. Auto Expense: Standard IRS rate
- c. Allocated file expenses to be paid at cost. *(See Exhibit A)*
- d. Custom reporting beyond the above will be furnished upon request at an additional cost to be agreed upon by the GH and CLIENT.

- e. Catastrophic: Should a catastrophic event occur resulting in 10 or more claims, CLIENT shall be billed as follows:
  - Time and Expense at a rate of \$83 per hour.
- 2) Annual Administration Fee: \$1,800.00 (\$2,250.00 for the initial term), and shall be for the following:
  - a. Data access to claims data system.
  - b. Monthly listing of open claims by date of loss, department, location, and alpha by name showing expense categories, reserves and total incurred.
  - c. Monthly claim summary reports, within 15 days of month-end.
  - d. Provide loss run data and required reports for actuarial and auditing purposes.
  - e. Provide annual summary of claims activity.
  - f. Financial accounting and check writing.
- 3) Subrogation Fee: 30% of each and every recovery obtained. The minimum amount to be paid to GH will be \$250 per claim. The \$250 minimum shall be billed at the earliest of three months from the date GH received all complete information or close of file (this is for and will include some of the costs GH will absorb – mileage, ISO). However, GH has the authority to reject any claim for any reason, relieving CLIENT of any fiscal responsibility for rejected claims only.
- 4) Subrogation: Generally, no recovery shall be agreed to involving payment plans if the recovery is less than \$5,000 and/or greater than one year term. Exceptions can be made on a case by case basis. If a recovery is agreed to above this amount, subrogation fee shall be 45%. In the event a payment plan is authorized and entered into, the subrogation fee will be based upon the total amount of the lien and will be invoiced to the client upon the entry of the payment agreement. GH will make every attempt to enforce the provisions of the payment agreement with the claimant, but in no way guarantees the fulfillment of the terms of the payment agreement. In the event the terms of the payment agreement are not fulfilled and warrant pursuit through the small claims process, authority to pursue through small claims will be requested.
- 5) Subrogation: Authorize GH to appear in small claims court or recovery of funds. Authority for the pursuit of recovery through small claims will be requested prior to the filing of documents with the court to initiate the small claims action. Each appearance will be an additional fee of \$150. All costs for the handling of the small claims, i.e. service of process of documents on the responsible parties, mileage, parking, and toll shall be an additional cost and will be the responsibility of the CLIENT.
- 6) Subrogation: Additional allocated costs shall be billed separately upon the cost being incurred, such as, but not limited to: skip tracing, service of process, and third-party sub contracted investigation.

- 7) Due to the nature of these services, in that compensation is contingent upon success of time and effort, if the contract is terminated prior to completion of effort on any one lien, the CLIENT shall pay GH for all time spent, to date, on any liens currently open and seeking recovery on. Payment shall be based on the current hourly rate of GH. GH will submit the final invoice within five business days of termination.
- 8) Conversion: Fee shall be waived.
- 9) The above compensation shall apply to services provided during the term of this contract. Such change, if any, shall be submitted to CLIENT by June 1<sup>st</sup> each year. Submission shall be in writing and subject to mutual contract.

**IX. PAYMENT SCHEDULE**

The GH will submit its bills to CLIENT, and payment shall be made by CLIENT, within a reasonable period of time, not to exceed thirty (30) days.

**X. TERM AND TERMINATION**

The initial term of this contract shall commence on April 1, 2017, and terminate on June 30, 2018, with option to extend for four additional one-year periods, unless earlier terminated upon 90 day written notice by either party.

**XI. FAIR EMPLOYMENT**

It is the policy of George Hills Company to provide fair and equal treatment to all staff members. George Hills Company is an Equal Opportunity Employer and does not discriminate in any way against any person on the basis of age, race, sex, color, national origin, national ancestry, physical disability, medical condition, mental disability, religion, creed, marital status, sexual orientation, gender identification, gender expression, use of family care leave or any other classification deemed protected by law.

**XII. INDEPENDENT CONTRACTOR**

In performing claims administrative services herein agreed upon, the GH shall have the status of an independent contractor and shall not be deemed to be an officer, employee, or agent of CLIENT.

**XIII. INDEMNIFICATION**

The GH will defend, indemnify, and hold harmless CLIENT, its officers, employees and elected and appointed officials, and volunteers from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defenses costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of GH, GH's agents, officers, employees, subconsultants, or independent consultants hired by GH under this Agreement.

**XIV. INSURANCE**

The GH shall provide CLIENT with Certificates of Insurance duly executed by an insurance company or companies authorized to transact business in the State of California, and said Certificates shall certify that the GH has in full force and effect \$1,000,000 coverage applying to bodily injury, personal injury, property damage, errors and omissions coverage, statutory workers compensation coverage, and shall also maintain an employee fidelity bond in the amount of \$500,000.

Thirty (30) days' notice, in writing, prior to cancellation or reduction in coverage will be provided.

**XV. EMPLOYEE SOLICITATION**

During the period of this contract, and for a period of one (1) year thereafter, the GH agrees not to solicit for employment any CLIENT employee contacted during the performance of this contract; CLIENT agrees not to solicit for employment, or employ, during the period of this contract, and for a period of one (1) year thereafter, any employee of the GH contacted by the CLIENT during the performance of this contract.

**XVI. PERMITS, LICENSES, CERTIFICATES**

GH, at GH's sole expense, shall obtain and maintain during the term of this Contract, all permits, licenses, and certificates required in connection with the performance of services under this Contract, including appropriate business license.

**XVII. ARBITRATION**

GH and CLIENT agree that in the event of any dispute with regard to the provisions of the Contract, the services rendered or the amount of GH's compensation the dispute shall be submitted to arbitration upon mutual contract of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

**XVIII. NOTICES**

All notices to the GH shall be personally served or mailed, postage prepaid, to the following address: George Hills Company, 3043 Gold Canal Drive, Suite 200, Rancho Cordova, CA 95670.

All notices to the CLIENT shall be personally served or mailed, postage prepaid, to the following address: Jessie Bishop, Director of Human Resources, Risk Management, 10601 Magnolia Avenue, Santee, CA 92071.

GH and CLIENT agree that the terms and conditions of the Contract may be reviewed or modified at any time. Any modifications to this Contract, however, shall be effective only when agreed to in writing by both the CLIENT and GH.

**XIX. ENTIRE CONTRACT**

GH and CLIENT agree that this contract constitutes the entire contract of the parties regarding the subject matter described herein and supersedes all prior communications, contracts, and promises, either written or oral.

**XX. TIME OF ESSENCE**

Time is of the essence in respect to all provisions of this Contract that specify a time for performance: provided, however that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
John E. Chaquica, CEO  
GEORGE HILLS COMPANY INC.

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Marlene Best, City Manager  
CITY OF SANTEE

APPROVED AS TO FORM:

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Shawn Hagerty, City Attorney  
CITY OF SANTEE

**ATTACHMENT A**  
**MEDICARE, MEDICAID, AND SCHIP EXTENSION ACT OF 2007 (MMSEA)**

This law requires liability insurers, self-insurers, no fault insurers and workers' compensation insurers to report certain information to The Centers for Medicare and Medicaid Services (CMS) concerning Medicare beneficiaries. The penalty for failure to comply is \$1,000 per day, per claimant.

George Hills Company, Inc. (GH) has contracted with ExamWorks for Mandatory Insurer Reporting (MIR) for the CLIENT. ExamWorks shall represent the CLIENT—and Responsible Reporting Entity (RRE) to this existing contract and this addendum, and will be the designated reporting agent. GH will be responsible for gathering and reporting accurate claims data required by MMSEA to ExamWorks in a timely manner. GH agrees to assume the responsibility for reporting data to ExamWorks to meet all reporting requirements in accordance with MMSEA, on behalf of the RRE; including assuming responsibility for any fines or penalties that are directly caused by GH's non-compliance. GH further agrees to indemnify and hold-harmless, RRE, and staff, for any penalties or fines resulting from GH's direct failure to timely and accurately provide the reporting data to ExamWorks. The above-mentioned obligations to indemnify and hold-harmless shall not be applicable to matters relating to delays caused by RRE or other third parties, or inaccurate data supplied to GH by RRE or other third parties.

By contract with GH, ExamWorks will indemnify and hold GH harmless from and against any claim, damage, fine, loss and expense, arising in connection with, or as a result of, any error, omission, or negligent performance of its obligations as reporting agent, which indemnity will include all reasonable costs of litigation and attorneys' fees incurred. Without in any way limiting the indemnity set forth in this Contract, all work performed by ExamWorks will be done in a good and professional manner.

GH shall perform the necessary data gathering for RRE and ExamWorks; as such GH shall include in our monthly invoicing the time for such work at our contract hourly rate, or will be included in your monthly flat fee or claims adjusting.

ExamWorks will perform the MMSEA Mandatory Insurer Reporting function for GH, and its RREs, shall be charged as an Allocated Expense, as defined in Exhibit A, subject to the following. RRE will designate ExamWorks, unless otherwise requested, as its exclusive vendor for all of RRE's "Qualified Referrals" (those claims determined to require Medicare Set Aside (MSA) or a Claim Settlement Allocation (CSA) and RRE will utilize other ExamWorks services related to Medicare Secondary Payer (MSP) compliance identified in their fee schedule.

**ATTACHMENT B  
PREFERRED METHOD OF CHECK PROCESSING**

1. Selection of Bank

a) Clients Choice

Name

Address

Please provide signature cards, sample check, starting check number, name of contact person

b) GH uses CA Bank & Trust

2. Trust Balance Desired \$\_\_\_\_\_

3. Account funding: GH will notify client when the balance falls below required balance

4A. Number of Signatures Required

a) One

b) Two on all checks

c) Two on checks in excess of \$\_\_\_\_\_

4B If two signatures are required please specify:

a) Both GH

b) One GH, one client

GH signers: John Chaquica, CEO; Randy Rendig, President; Kimberly Santin, Finance Director

5. Accountability

a) Positive Pay Yes  No

**GH recommends positive pay to mitigate the potential for fraud.**

b) Daily check registers Yes  No

c) Statement to be balanced by client

d) Statement to be balanced by GH with copies to client

**ATTACHMENT C  
TIME LINE FOR RECORD RETENTION**

Claim Files with TPA	7 years after date closed  GH shall scan and delete all files in accordance with the timeline stated in Attachment C.
Claims Involving Minors	3 years from age 18 or 7 years whichever is longer from closure
Litigated Claims Files	5 years after litigation is concluded
Formal Notice of Liability Claim	Closed + 2 years unless litigated
General Correspondence	3 years
Incident Reports	Closed + 2 years unless litigated
Investigative Files and Tapes	7 years
Loss Runs	Current year end report + 7 years

**EXHIBIT A**  
**ALLOCATED EXPENSES**

**Allocated Expenses**

Typically, allocated expenses are those expenses that are generated by a claim (by outside vendors other than George Hills) that cannot be foreseen nor included in an agreement. These are generally allocated back to the specific claim file for which the cost was incurred and then charged back to the entity whose claim incurred that cost. In most situations are pass-through costs for services and/or fees not directly generated by the TPA, but rather by a third-party consultant where the TPA has acted as an agent on behalf of the entity to necessarily outscore services to a third-party consultant and/or miscellaneous fees applicable to the specific claim applied by an outside entity, such as a court or copy service. Below, George Hills has provided a list, by no means an exhaustive list, of typical allocated expenses.

- Fees of outside counsel for claims in suit, coverage opinions and litigation, and for representation and hearings or pretrial conferences;
- Fees of court reporters;
- All court costs, court fees, and court expenses;
- Fees for service of process;
- CMS reporting costs and fees (ExamWorks);
- Costs of undercover operatives and detectives;
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, or diagrams;
- Costs for employing experts for the advice, opinions, or testimony concerning claims under investigation or in litigation of for which a declaratory judgment is sought;
- Costs for independent medical examination or evaluation for rehabilitation;
- Costs of legal transcripts of testimony taken at coroner's inquests, or criminal or civil proceeding;
- Costs for copies of any public records or medical records;
- Costs of depositions and court reporting;
- Costs and expenses of subrogation, (if not George Hills);
- Costs of engineers, handwriting experts, or any other type of expert used in the preparation of litigation or used in a one-time basis to resolve disputes;
- Witness fees and travel expenses;
- Costs of photographers and photocopy services (if not George Hills—our costs for this is included in our rate);
- Costs of appraisal fees and expenses not included in flat fee or performed by others;

6C

**City of Santee**  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE**      March 22, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**      Report on Private and Public Corrugated Metal Pipe Storm Drain Systems throughout the City of Santee

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

**SUMMARY**

This report provides background on private and public Corrugated Metal Pipe (CMP) storm drain systems in the City. The publicly owned storm drain system in Santee is maintained by the City. The City does not maintain the private drainage systems that it does not own. Private storm drains are maintained by the private property owner with an obligation for the clearing of blocked drains, removing debris from storm drain structures, and cleaning and repairing damaged storm drain pipes in order to convey storm water in order to avoid flood danger to life and property. This CMP storm drain report may guide development of a policy or directive in regard to the inspection, maintenance, and repair of the private CMP storm drain systems.

Citywide, there are approximately 95 private CMP systems totaling 19,035 linear feet (refer to Exhibit A). These are installed in a variety of locations including residential, commercial, industrial, school district and mobile home park properties. Absent field observation and engineering design, a rough estimated cost to repair all of these is \$10,900,000 (refer to Exhibit B).

Of these 95, it is estimated that 12 systems with a total length of 1,295 are located on private property in unaccepted easements (refer to Exhibit A). All of the recently failed pipes which were brought to the City Council's attention during public comment on March 8, 2017 are on private property in unaccepted easements. An updated estimated cost to repair just these pipes in unaccepted easements is \$1,040,000 (refer to Exhibit B).

**ENVIRONMENTAL**

This is a workshop, not subject to CEQA pursuant to Section 15306, titled "Information Collection". Compliance with the Environmental Quality Act (CEQA) would be required prior to awarding any construction contracts.

**FINANCIAL STATEMENT** 

A funding discussion is included on page 3 of the staff report.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** 

Receive staff report and provide direction to staff regarding the repair of Private Corrugated Storm Drain Facilities.

**ATTACHMENTS**

- Staff Report
- Exhibit A – Private CMP Location Maps (A-1 through A-3)
- Exhibit B – Estimated Private CMP Repair Costs

**STAFF REPORT**  
**Report on Private and Public Corrugated Metal Pipe Storm Drain Systems**  
**throughout the City of Santee**  
**CITY COUNCIL MEETING MARCH 22, 2017**

**A. BACKGROUND**

This report discusses the history and background of public and private Corrugated Metal Pipe (CMP) storm drain systems located in the City of Santee. This CMP storm drain report will aid the City Council in consideration of a policy or directive regarding private storm drain systems. The discussion in this report does not include private drainage ditches, channels, natural water courses, or other storm drain pipe systems such as reinforced concrete pipe or box culverts.

The County of San Diego was responsible for the review and approval of private development, including associated storm drain and flood control systems, as well as public facilities constructed in Santee prior to incorporation in 1980. The drainage systems approved and constructed during this period tended to follow natural drainage courses where possible in order to convey storm water flows. Nearly all of the CMP drainage systems in the City were constructed prior to City incorporation. The CMP storm drains were installed in a variety of locations including the Public Right of Way (ROW), in accepted and publicly owned drainage easements and as private improvements, including private improvements within unaccepted drainage easements, during the development of Santee. For private improvement located within unaccepted drainage easements, staff is informed and believes that the County did not maintain these private systems prior to incorporation and the City has not maintained them since incorporation.

The publicly owned storm drain system in Santee is maintained by the City. The City does not maintain the private drainage systems that it does not own. Private storm drains are maintained by the private property owner with an obligation for the clearing of blocked drains, removing debris from storm drain structures, and cleaning and repairing damaged storm drain pipes in order to convey storm water in order to avoid flood danger to life and property.

Concerns have recently been expressed about the condition of certain private storm drain facilities. Staff has compiled a list of all privately owned and maintained concrete brow ditches in the City. Over the last 2 years, staff has sent letters to property owners prior to the beginning of the rainy season to inform them of their responsibility to maintain these private systems as required in the Municipal code. This was done in an effort to communicate the responsibilities to private property owners after numerous complaints were made to the City in

**Staff Report, March 22, 2017**  
**CMP Storm Drainage**  
**Page 2**

regard to them failing and flooding yards. Over the last 6 months staff has been compiling data on the private storm drain pipes and natural drainage swale systems including CMP pipes in an effort to inform residents of the maintenance responsibilities. In February 2017 staff sent letters to a select group of property owners who appear to have failing CMP pipes that are privately owned and maintained.

**B. PUBLICLY OWNED AND MAINTAINED CMP**

In 2012, a citywide Assessment of CMP Pipelines report was completed to assess the condition of the City owned and maintained CMP pipes. This provided the foundation for a comprehensive capital improvement program to repair and replace all the publically owned and maintained CMP in the city. To date approximately 40% of the most critical CMP pipelines have been repaired or replaced as part of the program.

Three CMP Storm Drain projects are identified in the FY 2016-2020 Capital Improvement Program five year budget. The first project, CMP Storm Drain Replacement Program, includes funding from Drainage Impact Fees, Gas Tax, and Developer funding totaling \$11.4 million. The first two funding sources have restrictions. The use of Drainage Impact fees are limited to master drainage facilities for existing and new pipes that are 36" in diameter, or larger. Gas Tax dollars are limited to the repairs in the road ROW. The unrestricted Developer Funding has already been fully depleted on existing CMP repairs.

The private CMP storm drains in the City do not qualify for drainage impact fees or Gas tax funding given their private nature and their size and location. The next two projects identified in the FY 2016-2020 Capital Improvement Program five year budget are CMP replacement and capacity increasing projects on Mission Gorge Road East and West. These are identified as unfunded in the amount of \$5.7 Million.

In preparation for an update to the 5 year CIP budget, staff is in process of evaluating the remaining public systems and updating our report in order to prioritize and complete cost estimates on the remaining public CMP storm drains in the City. Based on recent repair prices for work completed to date, preliminary evaluation of the remaining CMP pipes and funding restriction for CMP repairs, staff has determined that the public CMP unfunded costs for repairs will be higher.

**C. ANALYSIS**

City staff has to date identified 95 private CMP systems totaling 19,035 linear feet which are installed in unaccepted easements on private property, on private

**Staff Report, March 22, 2017**  
**CMP Storm Drainage**  
**Page 3**

property or on the property of another public agency. (See Exhibit A) These are located on a variety of land use types, including residential, commercial, industrial, Grossmont School District, Santee School District and mobile home park property. A rough estimated cost to restore all these pipes is \$10,900,000. This estimate is not based on site observations or engineering studies and should only be considered for planning purposes.

Many of these private storm drain systems have private improvements installed next to or on top of the CMP storm drains. These improvements include fences, walls, playgrounds, gardens, carports, driveways, patios and storage building. Many of these are prohibited in the Municipal code. Since these CMP storm drains are private and were not inspected by the City or County, residents often completed improvements without the benefit of a permit or never investigated the potential drainage impacts and requirements for permits. This now forces some significant challenges to the repairs and the costs of the repairs. Each location will require detailed investigations and design in order to provide accurate costs and construction recommendations. Therefore these costs are not included in the above estimate.

Of the 95 private CMP segments staff has identified, 12 segments, with a total length of 1,295 linear feet, are on private property in unaccepted drainage easements. The private pipes that have recently failed and that were discussed during public comment on March 8, 2017, are CMP pipes on private property in unaccepted easements. A rough estimated cost to repair just these pipes is \$1,040,000. This estimated cost does not include any required private property restorations or the cost to relocate or replace private improvements.

**D. FUNDING**

Following is a list of funding source options that may potentially be available to support the repair and maintenance efforts of the private CMP storm drains in Santee.

FEMA/CalOES Disaster Assistance – requires proclamation of a local emergency.

Drainage Impact Fees – can only be used on master drainage facilities that are 36" in diameter or larger and for public drainage improvements. The current balance of Drainage Impact Fees on hand is \$2.0 million which is fully allocated to the CMP Storm Drain Replacement Program in the capital improvement program budget.

Gas Tax – can only be used for drainage facilities required to be constructed or reconstructed as a result of improvements of the roadway, or for drainage facilities located within the street right of way. The current available balance of Gas Tax

**Staff Report, March 22, 2017**  
**CMP Storm Drainage**  
**Page 4**

funds is \$420,000 which is fully allocated to the CMP Storm Drain Replacement Program in the capital improvement program budget.

Flood Control District – these funds are appropriated for storm channel and inlet clearing/maintenance and state-mandated storm water quality activities. The current available fund balance is approximately \$200,000.

Federal or State Grants – these will take time in order to research and identify available grant funding options and seek approval.

General Fund - use is at Council's discretion

Revenue Bond (sales tax) – requires two-thirds voter approval

Other Financing Options – other financing options could be pursued through entities such as the California Statewide Communities Development Authority, California Municipal Finance Authority or by obtaining financing from a bank or other financial institution.

Benji Financing Program (for homeowners) – unsecured loans up to \$50,000 for home improvements, subject to credit approval with repayment terms up to 10 years. Associated with the HERO Program.

Community Facilities District – requires a two-thirds vote of the registered voters included in the district in order to levy a special tax on the property owners.

City Sponsored Loan Program – the City could consider establishing a loan program to provide funding to affected property owners.

**E. STAFF RECOMMENDATION**

Receive staff report and provide direction to staff regarding the repair of Private Corrugated Storm Drain Facilities.

**Legend**

- Private Corrugated Metal Pipes within Unaccepted Drainage Easements
- Private Corrugated Metal Pipe without Drainage Easements

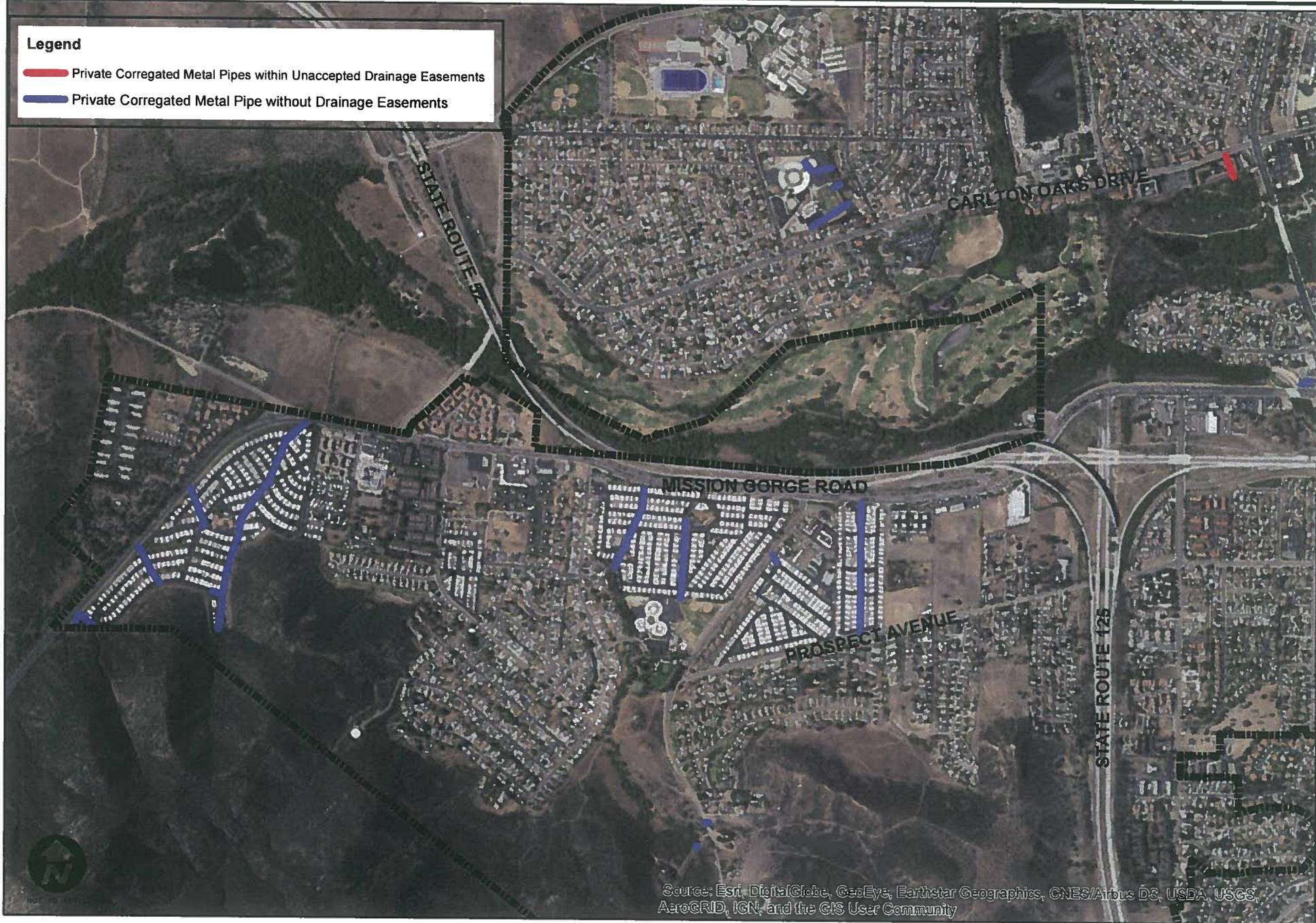


**LOCATION MAP**

**EXHIBIT A - PAGE 1**

**Legend**

- Private Corrugated Metal Pipes within Unaccepted Drainage Easements
- Private Corrugated Metal Pipe without Drainage Easements



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**LOCATION MAP**



**LOCATION MAP**

## Exhibit B

### Summary of Private Corrugated Metal Pipe Storm Drains

Private Corrugated Metal Pipe Storm Drain Summary			
	Private CMP Pipelines (Citywide)	Private CMP Pipelines (Within Unaccepted Drainage Easements)	Private CMP Pipelines (Not Within Drainage Easements)
Total Pipeline Segments	95	12	83
Total Length of Pipe (Ft)	19,035	1,295	17,740
Estimated Repair Cost	\$ 10,880,466.75	\$ 1,037,441.25	\$ 9,843,025.50

#### Note:

The construction estimate summarizes the total cost to reline corrugated metal pipe storm drains across the City with the cast-in-place pipe lining process per ASTM F1216-09 . The estimate was prepared without the inspection of the storm drain pipelines therefore the following assumptions have been made. Pipelines would require moderate cleaning with 25% of the pipeline filled with sediment & debris. Full deterioration of the pipe flow lines is assumed due to the age of the pipelines which would require flow line grouting prior to the pipe lining process. Two pipeline point repairs have been assumed for each pipeline segment to correct failed sections of pipe or severe defects. Structure repairs include minor patching of existing drainage structures, replacement of steps, and raising the floors or the structures after the lining process has been completed.