

**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**

**December 13, 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:**

**PROCLAMATION:** Recognition of City employee Ed Ruiz retiring with 30 years of service to the City

**PRESENTATION:** Recognition of Santana High School Academic League Varsity Team

**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 at the start of the meeting. 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 Meeting Minutes of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority for the Regular Meetings of November 8, 2017.**

- (C) Approval of Payment of Demands as presented.
- (D) Approval of the expenditure of \$44,900.80 for November 2017 legal services and related costs.
- (E) Annual Presentation of Local Appointments List – Boards, Commissions and Committees.
- (F) Adoption of Resolutions approving reduced payment of Employer Paid Member Contributions for Miscellaneous and Fire Management Employee Groups and for Employer Pick Up as required by CalPERS and approving an amended salary schedule.
- (G) Approval of a Professional Services Agreement with Daley & Heft, LLP for On-Call Legal Services related to Insurance Defense.
- (H) Authorization of a Professional Services Agreement with Fireworks & Stage FX America in an amount not to exceed \$23,500.00 and authorization for the City Manager to execute three optional one-year extensions.
- (I) Adoption of a Resolution accepting the Citywide Slurry Seal and Roadway Maintenance 2017 (CIP 2017-06) as complete.
- (J) Adoption of a Resolution approving the Final Map for the Las Olivitas Project (TM 2005-14) and authorizing the City Manager to execute the associated Subdivision Improvement Agreement. Location: 8850 Olive Lane. Applicant: New Pointe Investment 36, LLC.
- (K) Adoption of a Resolution authorizing the City Manager to apply for Housing Related Parks Program Funding, authorizing the expenditure of Grant Funds not to exceed \$321,431.00 and authorizing the City Manager to enter into a State of California Standard Agreement to secure the grant.

**2. PUBLIC HEARINGS:**

- (A) Public Hearing for a Tentative Map (TM2015-4), Development Review Permit (DR2015-8), and Mitigated Negative Declaration (AEIS2015-14) and a Mitigation Monitoring and Reporting Program pursuant to the California Environmental Quality Act for 40 multi-family dwelling units, developed on a two-acre site located on the northeast corner of Buena Vista Avenue and Mission Greens Road, in the Medium-High Density Residential (R-14) Land Use Designation and Zone (APN 384-042-22-00 & 384-042-23-00). Applicant: Village Run Homes, LLC.**

Recommendation:

1. Conduct and close the Public Hearing; and
2. Find that Tentative Map (TM2015-4) and Development Review Permit (DR2015-8) will not have a significant effect on the environment with mitigation; and approve and adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program as complete and in compliance with the provisions of the California Environmental Quality Act per the Resolution and authorize a filing of a Notice of Determination; and
3. Adopt the Resolutions approving the Tentative Map (TM2015-4) and Development Review Permit (DR2015-8).

**3. ORDINANCES: None**

**4. CITY COUNCIL REPORTS:**

- (A) Selection of Mayor Pro Tempore (Vice Mayor)**

Recommendation:

Select the next Vice Mayor for the term beginning December 14, 2017.

**5. CONTINUED BUSINESS: None**

**6. NEW BUSINESS:**

- (A) Adoption of a Resolution appointing Peggy Johns as Interim City Clerk and approving the employment agreement.**

Recommendation:

Adopt a Resolution appointing Peggy Johns as Interim City Clerk and approving the employment agreement.

- (B) Adoption of a Resolution appointing Linda Christensen as Interim Senior Management Analyst and approving the employment agreement.**

Recommendation:

Adopt a Resolution appointing Linda Christensen as Interim Senior Management Analyst and approving the employment agreement.

- (C) Accept the donation of two Automated External Defibrillators (AED) from the Santee Firefighters Association.**

Recommendation:

Accept the donation of two Automated External Defibrillators from the Santee Firefighters Association for use by the Community Services Department.

- (D) Resolution authorizing an open market purchase of one new 2018 Braun North Star 171-3 Ambulance on a 2018 Ford E450 Chassis and the appropriation of funds.**

Recommendation:

1. Adopt the Resolution finding that open market purchasing is in the City's best interest and authorizing such purchase of one new 2018 Braun North Star 171-3 ambulance on a 2018 Ford E-450 chassis from Braun Northwest, Incorporated, in the amount of \$211,501.46; and
2. Finding that open market purchasing for select add-ons in the amount of \$10,373.64 is in the City's best interest and authorize such purchasing; and
3. Authorizing the City Manager to approve additional expenditures for unforeseen changes in an amount not to exceed \$9,526.75 (5%); and
4. Authorizing the City Manager to execute all necessary documents; and
5. Appropriating \$231,401.85 from the Vehicle Replacement Fund available balance.

- (E) Resolution awarding a contract to Dudek in the amount of \$245,353.50 for the Walker Preserve Restoration and Monitoring Design/Build Project RFP 17/18-40011.**

Recommendation:

Adopt the Resolution.

- (F) Santee Hotel Market Analysis Presentation.**

Recommendation:

Receive presentation from HVS Consulting and Valuation on the Santee Hotel Market Analysis.

**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:**

*(Note: Minutes appear as Item 1(B))*

**10. SANTEE PUBLIC FINANCING AUTHORITY:**

*(Note: Minutes appear as Item 1(B))*

**11. CITY ATTORNEY REPORTS:**

**12. CLOSED SESSION:**

**(A) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Gov. Code section 54956.9(d)(1))

Name of case: Ellis v. City of Santee (San Diego Superior Court Case No. 37-2016-00020416-CU-PO-CTL)

**(B) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

(Gov. Code section 54956.9(d)(2))

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One case involving the California Voting Rights Act

**(C) CONFERENCE WITH LABOR NEGOTIATORS**

(Gov. Code § 54957.6)

City designated representative: City Manager

Unrepresented employees: All unrepresented City executive employees

**13. ADJOURNMENT:**



<del>Dec</del>	<del>07</del>	<del>SPARC Meeting Cancelled</del>	<del>Civic Center Building 7</del>
Dec	11	Community Oriented Policing Committee	Council Chamber
Dec	13	City Council Meeting	Council Chamber
Dec	14	Manufactured Home Fair Practices Commission	Council Chamber
Dec	14	SPARC – Special Meeting	Civic Center Building 7
Jan	04	SPARC	Civic Center Building 7
Jan	08	Community Oriented Policing Committee	Council Chamber
Jan	10	City Council Meeting	Council Chamber
Jan	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 12132 of the American with Disabilities Act of 1990 (42 USC § 12132). Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk’s Office at (619) 258-4100, ext. 112 at least 48 hours before the meeting, if possible.***

State of California    } County of San Diego    } ss. City of Santee            }	<h3>AFFIDAVIT OF POSTING AGENDA</h3>
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>December 8, 2017</u> , at <u>4:00 p.m.</u>	
_____ Signature	_____ 12/08/17 Date

City of Santee  
**COUNCIL AGENDA STATEMENT**

PROC

**MEETING DATE** December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE** PROCLAMATION: RECOGNITION OF CITY EMPLOYEE

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

**SUMMARY**

Ed Ruiz will officially retire from the City of Santee on December 27, 2017 after more than 30 years of loyal and dedicated service.

The attached proclamation has been prepared in honor of Ed's accomplishments and service to the City of Santee.

**FINANCIAL STATEMENT** N/A

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION**  Present proclamation.

**ATTACHMENTS (Listed Below)**

None.

# City of Santee, California Proclamation

**WHEREAS**, Edward Ruiz started his career with the City of Santee on May 18, 1987 as an assistant planner where he participated in the planning of major development projects including the Home Depot commercial center and the Mission Creek subdivision; and

**WHEREAS**, in August 1993 he was reassigned to the Community Services Department as an Administrative Analyst to manage the City's Manufactured Home Rent Stabilization Division. Ed endured seven years as the City's impartial referee and occasional "punching bag" between mobile home park owners and their tenants when rent control issues flared; and

**WHEREAS**, in July 2000, Ed was promoted to Senior Administrative Analyst, later retitled to Senior Management Analyst, and was assigned to administer the City's trash hauling franchise agreement with Waste Management and the City's recycling program; and

**WHEREAS**, Ed has been the ideal team player, versatile Spanish translator, expert on contracts and procedures, and sage policy advisor to the Community Services Director; and

**WHEREAS**, Ed is beloved by his colleagues because of his great sense of humor, even temperament and utmost professionalism; and

**WHEREAS**, he helped create and was a dedicated player on the City employee soccer team and still insists that the sport of soccer be referred to as "futbol;" and

**WHEREAS**, Ed has served under four city managers during his 11,181 days or 30 years, 7 months and 9 days as a Santee employee.

**NOW, THEREFORE**, I, John W. Minto, Mayor of the City of Santee, on behalf of the City Council do hereby proclaim December 27, 2017 as

## **EDWARD RUIZ DAY**

in the City of Santee in appreciation of Ed Ruiz' excellence in the performance of his duties, and wishing him a happy retirement and continued success in all future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand this thirteenth day of December, two thousand seventeen, and have caused the Official Seal of the City of Santee to be affixed.

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



City of Santee  
**COUNCIL AGENDA STATEMENT**

PRES

**MEETING DATE** December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE** RECOGNITION OF THE WINNER OF THE SANTEE CITY  
ACADEMIC LEAGUE PERPETUAL TROPHY

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

**SUMMARY**

The Academic League is a nation-wide program featuring the best and brightest high school students. This is a uniquely academic/intellectual pursuit that challenges the mind like any physical competition seen on any athletic field. Students are challenged in the areas of Science, Social Science, English Language Arts, Fine Arts, Mathematics and Current Events. As part of the Grossmont Union High School District 2017-2018 Academic League competition, West Hills and Santana High Schools compete for a perpetual trophy annually.

This year, the Santana Varsity team was victorious over the West Hills Varsity team. They have earned bragging rights and taken home the Perpetual Trophy, where it will remain on display until next year's competition. This is a great honor and we're very proud of their accomplishments. Santana's team members have been invited to tonight's Council meeting with their Coach Brooke Crocker to receive some well-deserved recognition.

**FINANCIAL STATEMENT** N/A

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MSB*

Present Certificates.

**ATTACHMENTS**

None.

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

1B

**MEETING DATE**     December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**     APPROVAL OF MEETING MINUTES OF THE SANTEE CITY COUNCIL,  
THE CDC SUCCESSOR AGENCY AND THE SANTEE PUBLIC  
FINANCING AUTHORITY FOR THE REGULAR MEETINGS OF  
NOVEMBER 8, 2017.

**DIRECTOR/DEPARTMENT**     Sara Real, Deputy City Clerk *SR*

**SUMMARY**

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

**FINANCIAL STATEMENT**     N/A

**CITY ATTORNEY REVIEW**      N/A      Completed

**RECOMMENDATION**

Approve Minutes as presented.

**ATTACHMENTS**

November 8, 2017 Regular Minutes

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

**Draft**

**Council Chamber – Building 2  
10601 Magnolia Avenue  
Santee, California  
November 8, 2017  
7:00 PM**

This Regular Meeting of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority was called to order by Mayor/Agency Chair/Authority Chair John W. Minto at 7:05 p.m.

Council Members present were: Mayor/Agency Chair/Authority Chair John W. Minto, Vice Mayor/Agency Vice Chair/Authority Vice Chair Ronn Hall and Council/Agency/Authority Members Stephen Houlahan, Brian W. Jones and Rob McNelis.

Officers present were: City Manager/Agency Executive Director/Authority Secretary Marlene Best, City/Agency/Authority Attorney Shawn Hagerty and City Clerk/Agency Secretary Patsy Bell.

(Note: Hereinafter the titles Mayor, Vice Mayor, Council Member, City Manager, City Attorney and City Clerk shall be used to indicate Mayor/Agency Chair/Authority Chair, Vice Mayor/Agency Vice Chair/Authority Vice Chair, Council/Agency/Authority Member, City Manager/Agency Executive Director/Authority Secretary, City/Agency/Authority Attorney and City Clerk/Agency Secretary.)

The **INVOCATION** was given by Pastor Gary Lawton of Calvary Chapel Church of Santee and the **PLEDGE OF ALLEGIANCE** was led by incoming Sheriff's Captain Daniel Brislin.

**PROCLAMATION: Teacher of the Year – Kathryn Worley**

Mayor Minto presented the proclamation to West Hills High School's Kathryn Worley. Grossmont Union High School District's Human Resources Director Gary Schwartzwald was also in attendance and thanked the Council Members for their support and recognition.

**Added Items:**

With Council consensus, Mayor Minto presented Certificates of Recognition to outgoing Sheriff's Captain Hank Turner, who was promoted to Commander, and Lieutenant Anthony O'Boyle and thanked them for their service to the City. He introduced the incoming Sheriff's Captain Daniel Brislin and Lieutenant Chris Steffen.

Mayor Minto presented a proclamation, a bouquet of roses, a City seal crystal paperweight and an engraved pen to outgoing City Clerk Patsy Bell for her retirement after 31 years of outstanding service to the City and the Santee community. Each Council Member offered reflections and congratulations.

**ITEMS TO BE ADDED, DELETED OR RE-ORDERED ON AGENDA: None**

**1. CONSENT CALENDAR:**

- (A) Approval of reading by title only and waiver of reading in full of Ordinances and Resolutions on the agenda.**
- (B) Approval of Meeting Minutes of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority for the Regular Meetings of October 25, 2017.**
- (C) Approval of Payment of Demands as presented.**
- (D) Approval of the expenditure of \$63,469.24 for October 2017 legal services and related costs.**
- (E) Adoption of a Resolution accepting the Citywide Pavement Repair and Rehabilitation Program 2017 (CIP 2017-05) as complete and directing the City Clerk to file a Notice of Completion. (Reso 116-2017)**
- (F) Rejection of three (3) claims against the City by Regina Marahrens, Marvin Toma and Milagros Jacobs-Kleisli per Government Code Section 913.**
- (G) Adoption of a Resolution awarding the Traffic Signal and Communication Systems Maintenance contract for the second half of Fiscal Year 2017-18 to Select Electric, Incorporated, authorizing the City Manager to execute the contract agreement in the pro-rated amount of \$46,408.50, authorizing the Director of Development Services to execute change orders in an amount not to exceed \$6,961.00, and approving a Categorical Exemption pursuant to the guidelines of the California Environmental Quality Act. (Reso 117-2017)**
- (H) Approval of a Fifth Amendment to the Sports Park Maintenance and Operations Services Agreement with Sportsplex USA, authorizing the City Manager to execute said Fifth Amendment and authorizing any security deposit funds be returned to Sportsplex.**

**ACTION:** On motion of Council Member McNelis, seconded by Vice Mayor Hall, the Agenda and Consent Calendar were approved as presented with all voting aye.

2. **PUBLIC HEARINGS:** None

3. **ORDINANCES:** None

4. **CITY COUNCIL REPORTS:**

**(A) Appointment of a member of the City Council to the San Diego River Conservancy Governing Board. (Minto)**

Mayor Minto reported that with the adoption of Senate Bill 214, the number of voting members on the Governing Board of the San Diego River Conservancy ("Conservancy") was increased from 11 to 15. The Conservancy is requesting Santee make an appointment to the Board before their January 2018 meeting. Mayor Minto nominated Council Member Jones because of his current and past involvement with the Conservancy.

Council Member McNelis nominated Council Member Houlahan, stating he would be a good fit for the Conservancy.

Council Member Jones stated that he has worked on San Diego River Conservancy initiatives in the past and would be honored to serve. Council Member Houlahan stated he was passionate about the San Diego River and would like to serve.

**ACTION:** After further discussion, on motion of Vice Mayor Hall, seconded by Mayor Minto, Council Member Jones was appointed to the Governing Board of the San Diego River Conservancy with all voting aye, except Council Member Houlahan who voted no.

**(B) Resolution agreeing to join Revitalize California Cities by and among municipalities and agencies within the State of California for the purpose of establishing a unified message to advocate for the return of key community and economic development tools that were lost with the dissolution of redevelopment. (Minto) (Reso 118-2017)**

Mayor Minto provided a brief report on Revitalize California Cities and answered Council's questions regarding participation by other cities, how the funding will be used and the length of commitment.

**PUBLIC SPEAKER:** Jordan Marks of Revitalize California Cities spoke in support and answered Council's questions.

**ACTION:** After discussion, on motion of Vice Mayor Hall, seconded by Council Member Jones, the Resolution appropriating \$5,000 from the General Fund reserve balance and authorizing Council and staff to participate in activities of the organization was adopted with all voting aye.

**5. CONTINUED BUSINESS:**

- (A) Second public workshop on beekeeping requirements in residential zones. (Continued from 9/6/17)**

**ENTERED INTO THE RECORD:**

Correspondence in support of the item received after issuance of the agenda was distributed.

Director of Development Services Kush introduced the item and Associate Planner Rios presented the staff report utilizing a PowerPoint presentation and answered questions from Council.

**PUBLIC SPEAKERS:**

In Support of beekeeping but not in support of minimum lot size:

- Mark Kukuchek, San Diego Beekeeping Society
- Lindsay Teunis
- Kelly Wright
- Rebecca Wolniewicz, San Diego Beekeeping Society

In Opposition:

- Jan Sherar

During discussion, staff answered Council's questions on topics such as minimum lot sizes, honey production, separation distances, the number of hives to allow, how a registration system might be implemented, bee aggression and safety for citizens with allergies.

**ACTION:** On motion of Council Member McNelis, seconded by Council Member Jones, staff was directed to make no changes to the Santee Municipal Code regarding beekeeping with all voting aye, except Mayor Minto and Council Member Houlahan who voted no.

**6. NEW BUSINESS:**

- (A) Consideration of an application for an amendment to the General Plan to change the land use designation from "Light Industrial (IL)" and "General Commercial (GC)" to "High Density Residential (R-22)" and to change the zone classification from "Light Industrial (IL)" and "General Commercial (GC)" to "High Density Residential (R-22)" of an undeveloped, 1.96-acre parcel on Rockvill Street. (APN: 384-470-09-00) Applicant: M. Grant Real Estate Incorporated**

Director of Development Services Kush introduced the item and Principal Planner O'Donnell presented the staff report utilizing a PowerPoint presentation and answered Council's questions.

**PUBLIC SPEAKER:** The applicant, Michael Grant, spoke regarding the proposed project to be used as housing for employees of Lantern Crest and he answered questions from Council.

During discussion, staff answered questions from Council regarding industrial activities in the area, land use compatibility and the merits of employee housing.

Council discussed the benefits of providing housing for employees of Lantern Crest but debated how that would be handled in the event of an employee being terminated. It was discussed that an occupancy rate be set for workforce housing and any other available units should be sold at market rate.

**ACTION:** No action taken.

- (B) **Resolution authorizing an amendment to the professional services agreement with Dokken Engineering for “as needed” engineering services on the Mast Park Improvements Project and approving the acceleration of project funding for design. (Reso 119-2017)**

Director of Development Services Kush introduced the item and Principal Civil Engineer Schmitz presented a brief staff report.

**ACTION:** On motion of Council Member McNelis, seconded by Vice Mayor Hall, the Resolution authorizing the Director of Development Services to execute an amendment with Dokken Engineering in an amount not to exceed \$75,000.00 for a total contract of \$973,360.00 and approving the acceleration of project Park-in-Lieu funding from FY 2018-19 to FY 2017-18 in the amount of \$175,000.00 was adopted with all voting aye.

- (C) **Resolution accelerating funding for the SR-67 / Woodside Avenue Interchange Improvement Project, CIP 2015-07. (Reso 120-2017)**

Director of Development Services Kush introduced the item and Principal Civil Engineer Schmitz presented a brief staff report.

**ACTION:** On motion of Council Member Houlahan, seconded by Council Member Jones, the Resolution accelerating \$98,000.00 in Regional Transportation Congestion Improvement Program project funding to FY 2017-18 for the SR-67 / Woodside Avenue Interchange Improvement project was adopted with all voting aye.

## 7. COMMUNICATION FROM THE PUBLIC:

- (A) Aaron Townsend expressed concern regarding recreational vehicle parking in Santee.

- (B) Jason Feyen spoke in opposition to the Village Run housing development.
- (C) Paulo Nulud of Senator Joel Anderson's office spoke regarding an upcoming event.
- (D) Ken Shibuya spoke in opposition to the Village Run housing development.
- (E) Tony Renna, San Diego River Park Foundation, asked the Council to help with a foul odor coming from the San Diego River.
- (F) Diana Seneca, representing West Hills High School, spoke regarding an upcoming comedy show.
- (G) Mike Root thanked the Council for addressing some of the vegetation issues at Sky Ranch but stated that more action is needed.

**8. CITY MANAGER REPORTS:**

City Manager Best reported on upcoming community events.

**9. CDC SUCCESSOR AGENCY:**

*(Note: Minutes appear as Item 1(B))*

**10. SANTEE PUBLIC FINANCING AUTHORITY:**

*(Note: Minutes appear as Item 1(B))*

**11. CITY ATTORNEY REPORTS: None**

Council Members recessed at 9:56 p.m. and convened in Closed Session at 10:02 p.m. with all Members present.

**12. CLOSED SESSION:**

**(A) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

(Gov. Code section 54956.9)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One case involving the California Voting Rights Act.

**(B) CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Gov. Code section 54956.8)

Property: Parcel 3 of Parcel Map 20177 located north of Town Center Parkway between Cuyamaca Street and Riverview Parkway in Santee, California (Theater Parcel)

City Negotiator: City Manager

Negotiating Parties: Cinemark USA, Inc. and Kimco Realty Corporation

Under Negotiation: Price and terms of payment

Council Members reconvened in Open Session at 11:10 p.m. with all Members present. Mayor Minto reported that Items 12(A) and 12(B) were discussed and direction was given to staff.

**13. ADJOURNMENT:**

There being no further business, the meeting was adjourned at 11:11 p.m.

Date Approved:

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Sara Real, Deputy City Clerk/Deputy Agency Secretary  
and for Authority Secretary Marlene Best

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

1C

**MEETING DATE** December 13, 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>
10/31/17	Accounts Payable	\$ 99,358.32
11/01/17	Retiree Health	5,385.00
11/02/17	Accounts Payable	240,564.05
11/03/17	Accounts Payable	61,592.45
11/08/17	Accounts Payable	1,680,778.61
11/08/17	Accounts Payable	260,957.74
11/09/17	Payroll	345,941.54
11/09/17	Accounts Payable	364.00
11/13/17	Accounts Payable	15,774.35
11/13/17	Accounts Payable	108,580.16
11/14/17	Accounts Payable	99,823.99
11/14/17	Accounts Payable	14,428.22
11/15/17	Accounts Payable	21,263.50
11/15/17	Accounts Payable	346,719.84
11/21/17	Accounts Payable	630,973.33
11/21/17	Accounts Payable	44,644.06
11/23/17	Payroll	341,802.67
11/27/17	Accounts Payable	110,677.53
11/28/17	Accounts Payable	98,642.66
11/28/17	Accounts Payable	55,432.71
11/29/17	Accounts Payable	408,427.97
12/01/17	Retiree Health	5,385.00
12/07/17	Payroll	<u>345,910.87</u>
	TOTAL	<u>\$ 5,343,428.57</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

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
10174	10/31/2017	10353 PERS	10 17 4		RETIREMENT PAYMENT	99,358.32	
						Total :	99,358.32
1 Vouchers for bank code : ubgen						Bank total :	99,358.32
1 Vouchers in this report						Total vouchers :	99,358.32

Prepared by:   
Date: 11-1-17

Approved by:   
Date: 11/1/17

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116792	11/2/2017	12851 A. B. HASHMI, INC	1 1R	51965	RIVERWALK PED CROSSING RETENTION	8,750.00 -437.50 <b>Total : 8,312.50</b>
116793	11/2/2017	12592 ALLEN PRECISION EQUIPMENT	830829	51923	MATERIALS & SUPPLIES	2,540.00 <b>Total : 2,540.00</b>
116794	11/2/2017	11866 BLUE PACIFIC ENGINEERING &	1 1R	51966	INFILTRATION PILOT PROJECT RETENTION	39,700.00 -1,985.00 <b>Total : 37,715.00</b>
116795	11/2/2017	10021 BOUND TREE MEDICAL LLC	82649362 82650834 82650835 82650836 82650837 82652382	51860 51860 51860 51860 51860 51860	EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES	266.60 407.38 350.61 1,093.31 11.46 147.05 <b>Total : 2,276.41</b>
116796	11/2/2017	10023 BUILDERS FENCE COMPANY INC	1665014	51861	FENCING MATERIALS	50.44 <b>Total : 50.44</b>
116797	11/2/2017	11399 CABLE, PIPE, & LEAK DETECTION	10694-989778		LEAK DETECTION	375.00 <b>Total : 375.00</b>
116798	11/2/2017	10299 CARQUEST AUTO PARTS	11102-445558 11102-445650	51766 51766	VEHICLE REPAIR PART VEHICLE SUPPLIES	6.93 59.88 <b>Total : 66.81</b>
116799	11/2/2017	10032 CINTAS CORPORATION #694	694401287 694401913	51880 51880	UNIFORM/PARTS CLEANER RNTL STATION SUPPLIES	61.57 52.52 <b>Total : 114.09</b>
116800	11/2/2017	12860 COLANTUONO, HIGHSMITH &	33965		SDCOE LITIGATION	149.38 <b>Total : 149.38</b>
116801	11/2/2017	10040 COUNTYWIDE MECHANICAL SYSTEMS	P17070512	51890	PLUMBING REPAIRS	172.00

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116801	11/2/2017	10040 COUNTYWIDE MECHANICAL SYSTEMS	(Continued) P17070513	51890	PLUMBING REPAIRS	110.00
					<b>Total :</b>	<b>282.00</b>
116802	11/2/2017	10333 COX COMMUNICATIONS	063453006 066401501 112256001		9534 VIA ZAPADOR 10601 N MAGNOLIA AVE 9130 CARLTON OAKS DR	249.56 38.85 126.50
					<b>Total :</b>	<b>414.91</b>
116803	11/2/2017	12255 CREST EQUIPMENT INC	1 1R	51848	HEATHERDALE STORM DRAIN RETENTION	89,325.00 -4,466.25
					<b>Total :</b>	<b>84,858.75</b>
116804	11/2/2017	11295 DOKKEN ENGINEERING	32125	50583	CONSTRUCTION INSPECTION	1,005.00
					<b>Total :</b>	<b>1,005.00</b>
116805	11/2/2017	12783 DVBE SUPPLY	400		FLAG POLE ROPES	420.06
					<b>Total :</b>	<b>420.06</b>
116806	11/2/2017	10580 FASTENAL COMPANY	CAELC70100	51773	EQUIPMENT REPAIR PART	2.06
					<b>Total :</b>	<b>2.06</b>
116807	11/2/2017	10009 FIRE ETC	108865	51776	SAFETY EQUIPMENT	704.25
					<b>Total :</b>	<b>704.25</b>
116808	11/2/2017	10065 GLOBAL POWER GROUP INC	51778 51779 51780 51781	51952 51952 51952 51952	GENERATOR MAINT & REPAIRS GENERATOR MAINT & REPAIRS GENERATOR MAINT & REPAIRS GENERATOR MAINT & REPAIRS	74.00 74.00 74.00 74.00
					<b>Total :</b>	<b>296.00</b>
116809	11/2/2017	12495 GROSSMONT UNION	AR008891	51985	Q1 SRO SVCS - SHS & WHHS	18,750.00
					<b>Total :</b>	<b>18,750.00</b>
116810	11/2/2017	11196 HD SUPPLY FACILITIES	9158069589 9158069590	51779 51778	ENGINE SUPPLIES SHOP SUPPLIES	116.26 52.19
					<b>Total :</b>	<b>168.45</b>

Voucher List  
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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116811	11/2/2017	10246 HUDSON SAFETY T LITE RENTALS	00047315	51891	TRAFFIC SIGNS	124.49
<b>Total :</b>						<b>124.49</b>
116812	11/2/2017	11724 ICF JONES & STOKES INC	0125238	50991	MSCP SUBAREA PLAN & EIR	6,945.00
<b>Total :</b>						<b>6,945.00</b>
116813	11/2/2017	12559 KLEINFELDER, INC	001169361	51694	CARLTON OAKS DRIVE BRIDGE	248.29
<b>Total :</b>						<b>248.29</b>
116814	11/2/2017	10997 LAKESIDE FIRE PREVENTION	119 120		EMS SOFTWARE SUBSCRIPTION EMS SOFTWARE SUBSCRIPTION	366.00 1,644.00
<b>Total :</b>						<b>2,010.00</b>
116815	11/2/2017	12718 LSA ASSOCIATES INC	155656	51879	SUSTAINABILITY PROJECT	8,152.50
<b>Total :</b>						<b>8,152.50</b>
116816	11/2/2017	11986 MARION B BORG ENVIRONMENTAL	SANTEE01-57 SECT 6 GRANT-18	51024 51024	FANITA RCH CONSULTING SVCS PROF SVCS - SUBAREA PLAN COC	6,854.40 571.20
<b>Total :</b>						<b>7,425.60</b>
116817	11/2/2017	10079 MEDICO PROFESSIONAL	2068944 2068945	51876 51876	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	8.16 20.02
<b>Total :</b>						<b>28.18</b>
116818	11/2/2017	10238 MILLER, STEVE	12068		CIP SUPPLIES	41.03
<b>Total :</b>						<b>41.03</b>
116819	11/2/2017	12451 MOBILE GRAPHICS & DESIGN	201774	51854	BANNER INSTALL & REMOVAL	225.00
<b>Total :</b>						<b>225.00</b>
116820	11/2/2017	10083 MUNICIPAL EMERGENCY SERVICES	IN1165794	51841	TURNOUTS	6,005.99
<b>Total :</b>						<b>6,005.99</b>
116821	11/2/2017	10620 NATIONAL RECREATION AND PARK	77868		NRPA MEMBERSHIP RENEWAL	650.00
<b>Total :</b>						<b>650.00</b>
116822	11/2/2017	10241 JAN SHERAR	10-13-17		PETTY CASH REIMB - DDS	292.11

Voucher List  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116822	11/2/2017	10241 10241 JAN SHERAR	(Continued)			Total : 292.11
116823	11/2/2017	12475 PPE SOFTWARE LLC	102012017		PPE TRACKING SOFTWARE SUBS	1,800.00
						Total : 1,800.00
116824	11/2/2017	10095 RASA	5129	51842	MAP CHECK	1,070.00
						Total : 1,070.00
116825	11/2/2017	10821 RIVERA, FELIX	0011		STEEL TOE WORK BOOTS	173.18
						Total : 173.18
116826	11/2/2017	10606 SD COUNTY SHERIFF'S PRINT SHOP	6558		EOC SIGNS	173.91
						Total : 173.91
116827	11/2/2017	10407 SAN DIEGO GAS & ELECTRIC	0422 970 321 8 2237 358 004 2		STREET LIGHTS TRAFFIC SIGNAL	31,216.72 4,420.55
						Total : 35,637.27
116828	11/2/2017	12223 SITEONE LANDSCAPE SUPPLY LLC	82898055 82907402 82973397 82973756 82974027 82974215 83080260 83086205 83103851 83103853 83103887 83205992	51831 51831 51831 51831 51831 51831 51831 51831 51831 51831 51831 51831	IRRIGATION SUPPLIES IRRIGATION SUPPLIES	232.90 157.16 84.25 753.72 449.10 75.38 182.37 177.70 61.72 457.98 158.97 657.39
						Total : 3,448.64
116829	11/2/2017	12105 SOLAR CITY	17-507		PERMIT REFUND	150.77
						Total : 150.77
116830	11/2/2017	11056 STANDARD ELECTRONICS	S40423	51946	SECURITY SYSTEM REPAIR	683.00
						Total : 683.00

Voucher List  
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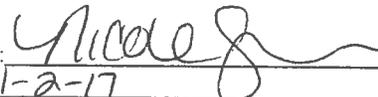
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
116831	11/2/2017	10217 STAPLES BUSINESS ADVANTAGE	3355723144	51824	OFFICE SUPPLIES	12.81	
						<b>Total :</b>	<b>12.81</b>
116832	11/2/2017	10515 THE SAN DIEGO UNION - TRIBUNE	003390683		PUBLIC NOTICE	275.92	
						<b>Total :</b>	<b>275.92</b>
116833	11/2/2017	10158 THE SOCO GROUP INC	0441783-IN CL11545	51802 51803	DELIVERED FUEL FLEET CARD FUELING	1,056.28 2,102.05	
						<b>Total :</b>	<b>3,158.33</b>
116834	11/2/2017	10479 TIRE CENTERS LLC	8720182423	51804	TIRES - V#133	123.99	
						<b>Total :</b>	<b>123.99</b>
116835	11/2/2017	10475 VERIZON WIRELESS	9794295878		CELL PHONE SERVICE	1,630.75	
						<b>Total :</b>	<b>1,630.75</b>
116836	11/2/2017	10475 VERIZON WIRELESS	9794295879		WIFI SERVICE	646.17	
						<b>Total :</b>	<b>646.17</b>
116837	11/2/2017	10537 WETMORES	63070081	51808	SHOP SUPPLIES	127.37	
						<b>Total :</b>	<b>127.37</b>
116838	11/2/2017	10232 XEROX CORPORATION	090796943 090796944	51856 51857	COPY CHARGES & LEASE COPY CHARGES & LEASE	308.85 493.79	
						<b>Total :</b>	<b>802.64</b>

47 Vouchers for bank code : ubgen

Bank total : 240,564.05

47 Vouchers in this report

Total vouchers : 240,564.05

Prepared by:   
 Date: 11-2-17  
 Approved by:   
 Date: 11/2/17

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
307	11/3/2017	12774 LIABILITY CLAIMS ACCOUNT	11/2/2017		LIABILITY CLAIMS	61,592.45
<b>Total :</b>						<b>61,592.45</b>
1 Vouchers for bank code : ubgen						<b>Bank total : 61,592.45</b>
1 Vouchers in this report						<b>Total vouchers : 61,592.45</b>

Prepared by: Nicco [Signature]  
Date: 11-7-17

Approved by: [Signature]  
Date: 11/7/17

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116839	11/8/2017	11139 ACE UNIFORMS AND ACCESSORIES	65347	51922	CLASS B UNIFORMS	357.30
					<b>Total :</b>	<b>357.30</b>
116840	11/8/2017	12874 ANCHOR SIGNS	11/6/2017		PERMIT FEE OVERPAYMENT	328.21
					<b>Total :</b>	<b>328.21</b>
116841	11/8/2017	12496 BALL, BYRON	105		HOLIDAY LIGHTING CELEBRATION	300.00
					<b>Total :</b>	<b>300.00</b>
116842	11/8/2017	10177 BAYOU BROTHERS PRODUCTIONS	11172017		HOLIDAY LIGHTING CELEBRATION	500.00
					<b>Total :</b>	<b>500.00</b>
116843	11/8/2017	10021 BOUND TREE MEDICAL LLC	82653845	51860	EMS SUPPLIES	30.29
			82655255	51860	EMS SUPPLIES	54.76
			82656710	51860	EMS SUPPLIES	72.83
			82658149	51860	EMS SUPPLIES	947.65
			82658150	51860	EMS SUPPLIES	27.32
			82658151	51860	EMS SUPPLIES	12.34
			82658152	51860	EMS SUPPLIES	368.45
			82659632	51860	EMS SUPPLIES	281.00
					<b>Total :</b>	<b>1,794.64</b>
116844	11/8/2017	10023 BUILDERS FENCE COMPANY INC	1665854	51861	FENCING MATERIALS	74.52
					<b>Total :</b>	<b>74.52</b>
116845	11/8/2017	12763 CALATLANTIC HOMES	GRD0924A		REFUNDABLE DEPOSIT	8,384.83
					<b>Total :</b>	<b>8,384.83</b>
116846	11/8/2017	11055 CALIFORNIA SIGNS AND MARKETING	14773	51940	FACILITY SIGNAGE	111.20
					<b>Total :</b>	<b>111.20</b>
116847	11/8/2017	10876 CANON SOLUTIONS AMERICA INC	988898954	51837	SCANNER MAINTENANCE	66.10
			988901937	51837	PLOTTER MAINT & USAGE	20.26
			988927181	51837	SCANNER MAINTENANCE	72.71
			988930489	51837	PLOTTER MAINT & USAGE	48.45
					<b>Total :</b>	<b>207.52</b>

Voucher List  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116848	11/8/2017	10299 CARQUEST AUTO PARTS	11102-446106	51766	VEHICLE SUPPLIES	22.79
			11102-446308	51766	VEHICLE REPAIR PARTS	65.67
<b>Total :</b>						<b>88.46</b>
116849	11/8/2017	11448 CHEN RYAN ASSOCIATES INC	2017.922	50625	CIRCULATION ELEMENT UPDATE	1,279.30
			2017.923	51721	CIRCULATION ELEMENT UPDATE	3,190.00
<b>Total :</b>						<b>4,469.30</b>
116850	11/8/2017	12349 CHOICE LOCKSMITHING	101117WHP	51888	LOCKSMITH SERVICES	9.70
<b>Total :</b>						<b>9.70</b>
116851	11/8/2017	10032 CINTAS CORPORATION #694	694404156	51880	UNIFORM/PARTS CLEANER RNTL	61.57
<b>Total :</b>						<b>61.57</b>
116852	11/8/2017	10039 COUNTY MOTOR PARTS COMPANY INC	381753	51768	VEHICLE REPAIR PART	14.96
<b>Total :</b>						<b>14.96</b>
116853	11/8/2017	10841 DANIELS, ADAM	101817		EMPLOYEE REIMBURSEMENT	189.29
<b>Total :</b>						<b>189.29</b>
116854	11/8/2017	11295 DOKKEN ENGINEERING	32176	50583	MAST PARK IMPROVEMENTS	23,145.75
			32177	50583	STORMWATER ENGINEERING	5,507.50
			32178	50583	WOODSIDE ROUNDABOUT	27,417.65
<b>Total :</b>						<b>56,070.90</b>
116855	11/8/2017	10053 EL CAJON PLUMBING & HEATING	303601	51943	PLUMBING SUPPLIES	236.64
<b>Total :</b>						<b>236.64</b>
116856	11/8/2017	10057 ESGIL CORPORATION	10/16/17-10/20/17		SHARE OF FEES	12,675.56
			10/23/17-10/27/17		SHARE OF FEES	30,652.85
<b>Total :</b>						<b>43,328.41</b>
116857	11/8/2017	10251 FEDERAL EXPRESS	5-968-27544		SHIPPING CHARGES	55.73
			5-974-80013		SHIPPING CHARGES	55.69
<b>Total :</b>						<b>111.42</b>
116858	11/8/2017	10009 FIRE ETC	109007	51920	FIRE EXTINGUISHER SERVICE	944.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116858	11/8/2017	10009 10009 FIRE ETC			(Continued)	
					<b>Total :</b>	<b>944.85</b>
116859	11/8/2017	10060 FIRE SERVICE SPEC & SUPPLY	9347	51963	HOLMATRO RESCUE TOOLS SRVC	4,927.79
					<b>Total :</b>	<b>4,927.79</b>
116860	11/8/2017	12551 FUN WITH HORSES	254		INSTRUCTOR PAYMENT	392.00
					<b>Total :</b>	<b>392.00</b>
116861	11/8/2017	10066 GLOBALSTAR USA LLC	1000000008814120		SATELLITE PHONE SERVICE	55.93
					<b>Total :</b>	<b>55.93</b>
116862	11/8/2017	10256 HOME DEPOT CREDIT SERVICES	1150501 1212552 6160585	51780 51780 51780	STATION SUPPLIES CR-STATION SUPPLIES RETRND STATION SUPPLIES	4.06 -4.06 87.98
					<b>Total :</b>	<b>87.98</b>
116863	11/8/2017	11391 HUMPHREY, BREANNE	1092017		HOLIDAY LIGHTING	250.00
					<b>Total :</b>	<b>250.00</b>
116864	11/8/2017	10075 IRON MOUNTAIN INFO MGMT INC	201407825 201428625		DATA STORAGE DATA STORAGE	306.96 308.25
					<b>Total :</b>	<b>615.21</b>
116865	11/8/2017	11292 LIEBERT CASSIDY WHITMORE	2948		TRAINING CLASS	70.00
					<b>Total :</b>	<b>70.00</b>
116866	11/8/2017	10207 LOCKHART TRAINING	1597		INSTRUCTOR PAYMENT	136.50
					<b>Total :</b>	<b>136.50</b>
116867	11/8/2017	10720 MALL MEDIA INC	21935U		HOLIDAY LIGHTING	253.94
					<b>Total :</b>	<b>253.94</b>
116868	11/8/2017	11986 MARION B BORG ENVIRONMENTAL	SANTEE01-58	51024	FANITA RCH CONSULTING SVCS	7,318.50
					<b>Total :</b>	<b>7,318.50</b>
116869	11/8/2017	10079 MEDICO PROFESSIONAL	2072411 2072412	51876 51876	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	20.02 8.16

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116869	11/8/2017	10079	10079 MEDICO PROFESSIONAL			
			(Continued)			
					<b>Total :</b>	<b>28.18</b>
116870	11/8/2017	10507	MITEL LEASING			
			1443535		MONTHLY RENTAL 124690	156.87
			1443827		MONTHLY RENTAL 122670	1,150.31
			1443943		MONTHLY RENTAL 130737	97.98
			1443963		MONTHLY RENTAL 131413	108.65
					<b>Total :</b>	<b>1,513.81</b>
116871	11/8/2017	10306	MOTOROLA SOLUTIONS INC			
			13184764	51928	RADIO EQUIPMENT UPGRADE	2,931.66
			13184874	51932	RADIO EQUIPMENT UPGRADE (2 D	8,491.99
			13184875	51931	RADIO EQUIPMENT UPGRADE(2 SI	7,735.03
			13185167	51928	RADIO EQUIPMENT UPGRADE (4 P	405.83
			13185473	51928	PORTABLE RADIOS FOR MEDICS	20,667.46
			13185474	51932	DUAL HEAD MOBILE RADIOS	504.27
					<b>Total :</b>	<b>40,736.24</b>
116872	11/8/2017	10225	NPELRA CALIFORNIA MEMBERSHIP			
			HARDY 36906		NATIONAL PELRA MEMBERSHIP	175.00
					<b>Total :</b>	<b>175.00</b>
116873	11/8/2017	10308	O'REILLY AUTO PARTS			
			2968-170550	51791	VEHICLE REPAIR PART	34.79
			2968-171605	51791	SHOP SUPPLIES	26.96
					<b>Total :</b>	<b>61.75</b>
116874	11/8/2017	10336	PADRE DAM MUNICIPAL WATER DIST			
			17-1217		PERMIT OVERPAYMENT	20.40
					<b>Total :</b>	<b>20.40</b>
116875	11/8/2017	10344	PADRE DAM MUNICIPAL WATER DIST			
			90000366		GROUP BILL	38,970.29
					<b>Total :</b>	<b>38,970.29</b>
116876	11/8/2017	10092	PHOENIX GROUP INFO SYSTEMS			
			092017031	51945	PARKING CITE SVC SEP 2017	80.60
					<b>Total :</b>	<b>80.60</b>
116877	11/8/2017	12062	PURETEC INDUSTRIAL WATER			
			1590803	51868	DEIONIZED WATER SERVICE	31.50
			1592564	51867	DEIONIZED WATER SERVICE	90.00
			1592569	51867	DEIONIZED WATER SERVICE	45.00
					<b>Total :</b>	<b>166.50</b>
116878	11/8/2017	11248	RAMONA PAVING & CONSTRUCTION			
			2	51909	CITYWIDE PAVEMENT REPAIR	211,655.60

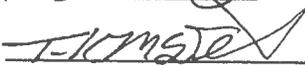
Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116878	11/8/2017	11248 RAMONA PAVING & CONSTRUCTION	(Continued) 2R		RETENTION	-10,582.78
					<b>Total :</b>	<b>201,072.82</b>
116879	11/8/2017	12829 RAPID TATTS & ENTERTAINMENT	6197606304		HOLIDAY LIGHTING	800.00
					<b>Total :</b>	<b>800.00</b>
116880	11/8/2017	10606 S.D. COUNTY SHERIFF'S DEPT.	SHERIFF 2017-09		LAW ENFORCEMENT 2017-09	1,167,550.89
					<b>Total :</b>	<b>1,167,550.89</b>
116881	11/8/2017	12046 SANCON ENGINEERING INC	25586	51796	EMERGENCY CMP REPAIRS	19,192.31
			25586R		RETENTION	-959.62
			26566REV1	51796	EMERGENCY CMP REPAIRS	5,823.56
			26566REV1R		RETENTION	-291.18
					<b>Total :</b>	<b>23,765.07</b>
116882	11/8/2017	10212 SANTEE SCHOOL DISTRICT	2017-2	51855	TEEN CENTER TRANSPORTATION	1,122.00
					<b>Total :</b>	<b>1,122.00</b>
116883	11/8/2017	12223 SITEONE LANDSCAPE SUPPLY LLC	83104262	51831	IRRIGATION SUPPLIES	72.80
			83285843	51831	IRRIGATION SUPPLIES	328.49
			83285934	51831	IRRIGATION SUPPLIES	487.02
			83286207	51831	IRRIGATION SUPPLIES	253.38
					<b>Total :</b>	<b>1,141.69</b>
116884	11/8/2017	11260 SPORTSPLEX USA - SANTEE	d10040s		DEPOSIT REFUND	60,289.09
					<b>Total :</b>	<b>60,289.09</b>
116885	11/8/2017	10217 STAPLES BUSINESS ADVANTAGE	3355877081	51939	OFFICE SUPPLIES	51.35
			3355877082	51939	OFFICE SUPPLIES	9.36
			3355877083	51815	OFFICE SUPPLIES-CSD	62.54
			3356027574	51883	OFFICE SUPPLIES	580.76
					<b>Total :</b>	<b>704.01</b>
116886	11/8/2017	10617 STATE OF CALIFORNIA	L0040110240		JULY 1 - SEPTEMBER 30, 2017 UNE	832.00
					<b>Total :</b>	<b>832.00</b>
116887	11/8/2017	12873 TENNISON, JAMES	TPM1401A		DEVELOPER DEPOSIT REFUND	2,845.55

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116887	11/8/2017	12873	12873 TENNISON, JAMES		(Continued)	
					<b>Total :</b>	<b>2,845.55</b>
116888	11/8/2017	12484	THE MINI EXPRESS, INC	15939	HOLIDAY LIGHTING	475.00
					<b>Total :</b>	<b>475.00</b>
116889	11/8/2017	10158	THE SOCO GROUP INC	0446157-IN CL11985	51802 51803	DELIVERED FUEL FLEET CARD FUELING
					<b>Total :</b>	<b>2,269.72</b>
116890	11/8/2017	12858	URS CORPORATION	EN14052S	REFUNDABLE DEPOSIT	500.00
					<b>Total :</b>	<b>500.00</b>
116891	11/8/2017	10136	WEST COAST ARBORISTS INC	130417 130418	51844 51844	URBAN FORESTRY MGMNT SVCS URBAN FORESTRY MGMNT SVCS
					<b>Total :</b>	<b>3,930.00</b>
116892	11/8/2017	10537	WETMORES	63070458	51808	EQUIPMENT REPAIR PARTS
					<b>Total :</b>	<b>36.43</b>
<b>54 Vouchers for bank code : ubgen</b>						<b>Bank total : 1,680,778.61</b>
<b>54 Vouchers in this report</b>						<b>Total vouchers : 1,680,778.61</b>

Prepared by:   
 Date: 11-8-17  
 Approved by:   
 Date: 11/8/17

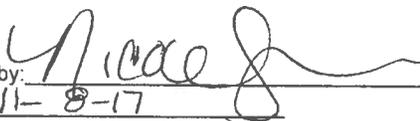
Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116893	11/8/2017	10208 ANTHEM BLUE CROSS	November 2017		EMPLOYEE ASSISTANCE PROGRAI	268.62
					<b>Total :</b>	<b>268.62</b>
116894	11/8/2017	10334 CHLIC	2209238		HEALTH/DENTAL INSURANCE	205,793.78
					<b>Total :</b>	<b>205,793.78</b>
116895	11/8/2017	10844 FRANCHISE TAX BOARD	PPE 11/01/17		WITHHOLDING ORDER	25.00
					<b>Total :</b>	<b>25.00</b>
116896	11/8/2017	10779 NATIONAL BENEFIT SERVICES LLC	PPE 11/01/17		FLEXIBLE SPENDING ACCOUNT	2,158.10
					<b>Total :</b>	<b>2,158.10</b>
116897	11/8/2017	10785 RELIANCE STANDARD LIFE	November 2017		VOLUNTARY LIFE INSURANCE	606.94
					<b>Total :</b>	<b>606.94</b>
116898	11/8/2017	10424 SANTEE FIREFIGHTERS	PPE 11/01/17		DUES/PEC/BENEVOLENT/BC EXP	2,444.11
					<b>Total :</b>	<b>2,444.11</b>
116899	11/8/2017	10776 STATE OF CALIFORNIA	PPE 11/01/17		WITHHOLDING ORDER	575.99
					<b>Total :</b>	<b>575.99</b>
116900	11/8/2017	10001 US BANK	PPE 11/01/17		PARS RETIREMENT	937.58
					<b>Total :</b>	<b>937.58</b>
116901	11/8/2017	10959 VANTAGE TRANSFER AGENT/457	PPE 11/01/17		ICMA - 457	28,284.79
					<b>Total :</b>	<b>28,284.79</b>
116902	11/8/2017	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 11/01/17		RETIREE HEALTH SAVINGS ACCOL	19,862.83
					<b>Total :</b>	<b>19,862.83</b>
<b>10 Vouchers for bank code : ubgen</b>						<b>Bank total : 260,957.74</b>
<b>10 Vouchers in this report</b>						<b>Total vouchers : 260,957.74</b>

Bank code : ubgen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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Prepared by:   
Date: 11-8-17

Approved by:   
Date: 11/8/17

Bank code : ubgen

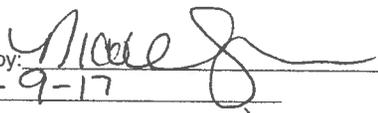
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116903	11/9/2017	10268 COOPER, JACKIE	NOVEMBER 1, 2017		RETIREE HEALTH PAYMENT	91.00
					<b>Total :</b>	<b>91.00</b>
116904	11/9/2017	10271 HORAN, BERNICE	NOVEMBER 1, 2017		RETIREE HEALTH PAYMENT	91.00
					<b>Total :</b>	<b>91.00</b>
116905	11/9/2017	12237 RAYON, KYLE	NOVEMBER 1, 2017		RETIREE HEALTH PAYMENT	91.00
					<b>Total :</b>	<b>91.00</b>
116906	11/9/2017	12641 WITTORFF, VICKY DENISE	NOVEMBER 1, 2018		RETIREE HEALTH PAYMENT	91.00
					<b>Total :</b>	<b>91.00</b>

4 Vouchers for bank code : ubgen

Bank total : 364.00

4 Vouchers in this report

Total vouchers : 364.00

Prepared by:   
Date: 11-9-17

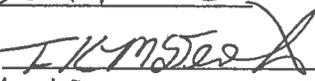
Approved by:   
Date: 11/9/17

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
313	11/13/2017	10482 TRISTAR RISK MANAGEMENT	102556		WORKERS' COMPENSATION	15,774.35	
						<b>Total :</b>	<b>15,774.35</b>
1 Vouchers for bank code : ubgen						<b>Bank total :</b>	<b>15,774.35</b>
1 Vouchers in this report						<b>Total vouchers :</b>	<b>15,774.35</b>

Prepared by: 

Date: 11-20-17

Approved by: 

Date: 11/20/17

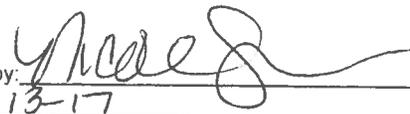
Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
83477	11/13/2017	10955 DEPARTMENT OF THE TREASURY	Nov 2017 Retirees PPE 11/01/17		FEDERAL WITHHOLDING TAX FEDERAL WITHHOLDING TAX AND	75.00 83,320.83
					<b>Total :</b>	<b>83,395.83</b>
83560	11/13/2017	10956 FRANCHISE TAX BOARD	PPE 11/01/17		CA STATE TAX WITHHELD	25,184.33
					<b>Total :</b>	<b>25,184.33</b>
2 Vouchers for bank code : ubgen						<b>Bank total : 108,580.16</b>
2 Vouchers in this report						<b>Total vouchers : 108,580.16</b>

Prepared by:

Date:

  
11-13-17

Approved by:

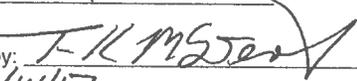
Date:

  
11/13/17

Bank code : ubgen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
292	11/14/2017	10353 PERS	11 17 3		RETIREMENT PAYMENT	99,823.99	
						<b>Total :</b>	<b>99,823.99</b>
1 Vouchers for bank code : ubgen						<b>Bank total :</b>	<b>99,823.99</b>
1 Vouchers in this report						<b>Total vouchers :</b>	<b>99,823.99</b>

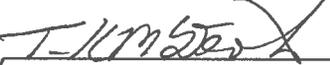
Prepared by:   
Date: 11-14-17

Approved by:   
Date: 11/14/17

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
315	11/14/2017	10482 TRISTAR RISK MANAGEMENT	102636		PREFUND REQUEST	14,428.22	
						<b>Total :</b>	<b>14,428.22</b>
1 Vouchers for bank code : ubgen						<b>Bank total :</b>	<b>14,428.22</b>
1 Vouchers in this report						<b>Total vouchers :</b>	<b>14,428.22</b>

Prepared by:   
Date: 11-20-17

Approved by:   
Date: 11/20/17

Voucher List  
 CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116908	11/15/2017	10001 US BANK	000000039		CA FIRE CHIEFS' CONFERENCE	11.69
			000033		STORM WATER SUPPLIES	54.95
			0023		MEETING SUPPLIES	9.87
			003765		CA FIRE CHIEFS' CONFERENCE	18.81
			0078		MEETING SUPPLIES	8.59
			014993		WEARING APPAREL	90.00
			01562096		SUPPLIES	19.60
			018920		MEETING SUPPLIES	6.99
			026876		OFFICE SUPPLIES	6.45
			02735		MATERIALS & SUPPLIES	30.12
			02770		MATERIALS & SUPPLIES	97.75
			028210		OFFICE SUPPLIES	23.45
			045766		SENIOR PROGRAM SUPPLIES	5.73
			0487		FIRE STATION OPEN HOUSE	380.00
			0579		MATERIALS & SUPPLIES	263.71
			079749		BATTERIES	110.99
			088114		OFFICE SUPPLIES	13.96
			09081103170024367		ANNUAL FD POSTER CONTEST	8.44
			09272017		PARMA TRAINING	20.00
			09-28-17		INTERVIEW PANEL LUNCH	56.86
			092917		TEEN CITY HALL DANCE	88.30
			095248		CITY HALL DANCE SUPPLIES	45.36
			1		HELMET SHIELDS	598.03
			100417		TEEN CENTER SUPPLIES	22.74
			100917		COUNCIL MEETING SUPPLIES	9.49
			101217		OFFICE SUPPLIES	9.67
			101417		COUNCIL MEETING SUPPLIES	23.96
			101717		VOLUNTEER APPRECIATION	28.24
			1017397519942		STATION EQUIPMENT	646.49
			10174979743890180		SUPPLIES	8.64
			104878191		MONTHLY MEMBERSHIP MEETING	15.00
			1082100		EQUIPMENT SUPPLIES	462.50
			11168448		CIP SUPPLIES	349.98
			111-7541289-1216255		OFFICE SUPPLIES	104.99
			113-0877595-8479430		TRAINING MATERIALS	99.29
			113-1264142-89-99427		SMALL TOOLS	385.53

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116908	11/15/2017	10001 US BANK	(Continued)			
			113-2421032-04122		TRAFFIC SUPPLIES	422.00
			113-5469114-3789010		TRAINING MATERIALS	58.42
			113-5803335-1573067		SMALL TOOLS	246.58
			114-4954135-5099440		TEEN CENTER SUPPLIES	42.50
			1159755		MISAC CONFERENCE	735.16
			12498155		PROFESSIONAL DEVELOPMENT	50.00
			12500876		PROFESSIONAL DEVELOPMENT	50.00
			12500878		PROFESSIONAL DEVELOPMENT	75.00
			1429706		OFFICE SUPPLIES	28.15
			1473		EQUIPMENT SUPPLIES	50.00
			152349836252-9366		STATION SUPPLIES	17.23
			15434		MATERIALS & SUPPLIES	75.26
			1580098		STATION SUPPLIES	4.71
			16649		EQUIPMENT REPAIR PART	6.50
			17-1272		MATERIALS & SUPPLIES	18.36
			177765		SD CHAPTER MTG 2017-10-28	50.00
			187994		REGISTRATION	25.00
			20824		MATERIALS & SUPPLIES	59.35
			26366125		ANNUAL SUBSCRIPTION	408.00
			26621		MATERIALS & SUPPLIES	105.94
			268510		BLUEGRASS	-26.13
			29486		MATERIALS & SUPPLIES	35.45
			30068440		ANNUAL SUBSCRIPTION	408.00
			32354		EMSWORLD CONF REGISTRATION	570.00
			337548		CANYON FIRE	29.63
			3389230137		CAPPO CONF ROOM RESERV	187.09
			340143570		KITCHEN MICROWAVE	64.64
			360993		VEHICLE REPAIR PARTS	282.22
			3783		GENERAL SUPPLIES	6.45
			39980036		SANDAG PARKING	4.00
			403104127		FIRE STATION OPEN HOUSE	323.34
			4088		SKATE PARK FENCE REPAIR	11.82
			41025		HOLIDAY LIGHTING CELEBRATION	449.91
			44434		CUSTOM WATER BOTTLES	1,720.19
			4983		SPARC BREAKFAST	76.16
			499699-A		CA FIRE CHIEFS' CONFERENCE	179.98

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116908	11/15/2017	10001 US BANK	(Continued)			
			499699-B		CA FIRE CHIEF'S CONFERENCE	24.00
			5026101		STATION SUPPLIES	10.74
			503-61		ANNUAL FIRE DEPT OPENHOUSE	85.77
			5163		VEHICLE SUPPLIES	169.30
			5268768815459		EMS WORLD CONFERENCE	232.96
			5830207774		MEETING EXPENSE	46.33
			5987		PROPANE	12.24
			654830		MISAC CONFERENCE	55.00
			654831		MISAC CONFERENCE	55.00
			673		BLUEGRASS & HOLIDAY LIGHTING	28.52
			677190770		MEETING REGISTRATION	42.99
			67920		MATERIALS & SUPPLIES	12.63
			686163808-1		GENERAL SUPPLIES	1,496.70
			69722		CPRS CONFERENCE FEE	425.00
			726900006125		EOC EQUIPMENT	1,673.31
			72791173-0001		EQUIPMENT RENTAL	144.63
			72910000011623		STATION SUPPLIES	895.59
			73213009-0002		EQUIPMENT RENTAL	128.39
			74449		MATERIALS & SUPPLIES	86.82
			74522		MATERIALS & SUPPLIES	42.97
			7459		FALL CLASS MARKETING	3.88
			8068099008		MATERIALS & SUPPLIES	121.47
			85466		MATERIALS & SUPPLIES	40.82
			908-1-7311-873032-17		OFFICE SUPPLIES	45.66
			908-4-436-794025-17		TRAINING MATERIALS	24.83
			908-4-6446-611476-17		ANNUAL FD POSTER CONTEST	113.14
			9112122		CANYON FIRE	34.96
			92957		MATERIALS & SUPPLIES	43.04
			9564934884		EQUIPMENT SUPPLIES	44.56
			96		FIRE STATION OPEN HOUSE	21.54
			97119		MATERIALS & SUPPLIES	93.44
			AA0A0AC0D88F		CALTRANS ACADEMY	360.00
			AB-119021		HOLIDAY LIGHTING CELEBRATION	619.56
			AI0A71A33974		CALTRANS ACADEMY	360.00
			BBB6119376108		STATION SUPPLIES	430.89
			D01-9206834-6601833		PROCARD USED IN ERROR	7.99

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116908	11/15/2017	10001 US BANK	(Continued)			
			E800		CREDIT	-2.16
			EZ35SHES4M2		HOLIDAY LIGHTING	25.06
			F-0131		MEETING SUPPLIES	11.28
			H76956/1		EQUIPMENT REPAIR PARTS	26.20
			KSNYVN7V5M4		MISAC 2017 CONFERENCE	525.00
			M547808		VEHICLE MAINTENANCE	100.00
			NB011710051452531630		DEPARTMENT RESEARCH	9.95
			O40467		FIRE STATION OPEN HOUSE	129.00
			P81143		VEHICLE REPAIR PARTS	49.89
			SO-51082		VEHICLE REPAIR PART	16.16
			V527648		VEHICLE REPAIR PART	14.26
			WC-2000		TRAINING REGISTRATION	1,200.00
			WEB1296860098		SMALL TOOLS	137.11
					<b>Total :</b>	<b>21,263.50</b>

1 Vouchers for bank code : ubgen

Bank total : 21,263.50

1 Vouchers in this report

Total vouchers : 21,263.50

Prepared by:   
Date: 11-15-17  
Approved by:   
Date: 11/15/17

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116909	11/15/2017	10003 A & B SAW & LAWNMOWER SHOP	28558		EQUIPMENT REPAIR	124.64
					<b>Total :</b>	<b>124.64</b>
116910	11/15/2017	12781 AHLEE BACKFLOW SERVICE, INC	75030 75557	51902 51902	ANNUAL BACKFLOW TESTING BACKFLOW REPAIRS	3,657.00 1,313.62
					<b>Total :</b>	<b>4,970.62</b>
116911	11/15/2017	11859 AIRGAS USA LLC	9068886055		EQUIPMENT SUPPLIES	224.73
					<b>Total :</b>	<b>224.73</b>
116912	11/15/2017	11275 AMERICAN SAFETY EMT	12807 12865		CPR CARDS CPR RECERTIFICATION	32.00 344.00
					<b>Total :</b>	<b>376.00</b>
116913	11/15/2017	10516 AWARDS BY NAVAJO	1017175 1017206		NAMETAGS DEPARTMENTAL AWARDS	23.71 678.13
					<b>Total :</b>	<b>701.84</b>
116914	11/15/2017	10516 AWARDS BY NAVAJO	1017202		STAFF NAMETAGS	24.36
					<b>Total :</b>	<b>24.36</b>
116915	11/15/2017	10020 BEST BEST & KRIEGER LLP	LEGAL SVCS OCT 2017		LEGAL SERVICES OCT 2017	63,469.24
					<b>Total :</b>	<b>63,469.24</b>
116916	11/15/2017	10021 BOUND TREE MEDICAL LLC	82662449 82665022 82665023 82666496 82666497	51860 51860 51860 51860 51860	EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES	27.38 217.46 50.05 317.83 533.05
					<b>Total :</b>	<b>1,145.77</b>
116917	11/15/2017	10032 CINTAS CORPORATION #694	694407046	51880	UNIFORM/PARTS CLEANER RNTL	61.57
					<b>Total :</b>	<b>61.57</b>
116918	11/15/2017	10033 CITY ELECTRIC SUPPLY COMPANY	STE/044366	51904	ELECTRICAL SUPPLIES	49.57
					<b>Total :</b>	<b>49.57</b>

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116919	11/15/2017	10979 CITY OF LA MESA	19695		FINGERPRINTING	80.00
						<b>Total :</b>
116920	11/15/2017	10845 CONTROLLED ENTRY SPECIALISTS	831090	51838	DOOR & GATE REPAIRS	1,406.00
						<b>Total :</b>
116921	11/15/2017	10541 COUNTY OF SAN DIEGO	SN-2017/2018-2		ANIMAL CONTROL SERVICES	97,425.00
						<b>Total :</b>
116922	11/15/2017	10333 COX COMMUNICATIONS	038997401 094486701 105080401		10601 N MAGNOLIA AVE CITY HALL GROUP BILL 9310 FANITA PKWY	103.57 3,143.22 34.28
						<b>Total :</b>
116923	11/15/2017	11168 CTE INC CLARK TELECOM AND	1433 1434 1435 1484 1485 1486	51926 51926 51926 51926 51926 51926	STREET LIGHT MAINTENANCE STREET LIGHT REPAIR DIG ALERT MARK-OUTS STREET LIGHT MAINTENANCE STREET LIGHT REPAIR DIG ALERT SERVICES	507.52 205.43 1,424.40 507.52 652.47 532.82
						<b>Total :</b>
116924	11/15/2017	10449 DAY WIRELESS SYSTEMS	208287-02 208287-05		BLUEGRASS BLUEGRASS	190.08 -35.00
						<b>Total :</b>
116925	11/15/2017	12655 DELL MARKETING LP	10187829246 10187829254	51885 51884	IT EQUIPMENT LAPTOP REPLACEMENTS	1,627.27 7,456.05
						<b>Total :</b>
116926	11/15/2017	10057 ESGIL CORPORATION	10/30/17-11/03/17		SHARE OF FEES	20,101.15
						<b>Total :</b>
116927	11/15/2017	10059 FAILSAFE TESTING	9347		EQUIPMENT TESTING	1,395.05
						<b>Total :</b>
116928	11/15/2017	12271 FERNO WASHINGTON INC	815234		EQUIPMENT REPAIR PARTS	794.75

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116928	11/15/2017	12271 12271 FERNO WASHINGTON INC	(Continued)			
					<b>Total :</b>	<b>794.75</b>
116929	11/15/2017	12120 GEOCON INCORPORATED	1709347	51689	GEOTECHNICAL REVIEW	335.00
			1709366	51960	GEOTECHNICAL REVIEW	1,015.00
					<b>Total :</b>	<b>1,350.00</b>
116930	11/15/2017	10065 GLOBAL POWER GROUP INC	51220	51951	ELECTRICAL REPAIRS/MAINT	720.00
			51221	51951	ELECTRICAL REPAIRS & MAINT	526.20
			51222	51951	ELECTRICAL REPAIRS	750.64
			51223	51951	ELECTRICAL REPAIRS & MAINT	2,582.15
			CMGPG6198	51951	ELECTRICAL REPAIRS & MAINT	-76.19
					<b>Total :</b>	<b>4,502.80</b>
116931	11/15/2017	10490 HARRIS & ASSOCIATES INC	35898	51326	FANITA RANCH EIR	4,892.50
					<b>Total :</b>	<b>4,892.50</b>
116932	11/15/2017	10070 HAWTHORNE MACHINERY	29095801		EQUIP RENTAL	4,308.28
					<b>Total :</b>	<b>4,308.28</b>
116933	11/15/2017	10256 HOME DEPOT CREDIT SERVICES	0150648	51780	EQUIPMENT REPAIR PARTS	3.82
			0160687	51780	STATION SUPPLIES	8.49
			2160643	51780	STATION SUPPLIES	29.22
					<b>Total :</b>	<b>41.53</b>
116934	11/15/2017	11724 ICF JONES & STOKES INC	0125677	50991	MSCP SUBAREA PLAN & EIR	22,997.50
					<b>Total :</b>	<b>22,997.50</b>
116935	11/15/2017	10174 LN CURTIS AND SONS	INV129221	51975	WILDLAND SHIRTS	762.65
			INV136316	51974	SAFETY EQUIPMENT	653.77
					<b>Total :</b>	<b>1,416.42</b>
116936	11/15/2017	10079 MEDICO PROFESSIONAL	2075891	51876	MEDICAL LINEN SERVICE	20.02
			2075892	51876	MEDICAL LINEN SERVICE	8.16
					<b>Total :</b>	<b>28.18</b>
116937	11/15/2017	10306 MOTOROLA SOLUTIONS INC	13185642	51929	RADIO BASE STATION	3,914.02
			13185901	51930	PUBLIC SRVCS MOBILE RADIO	2,984.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
116937	11/15/2017	10306	10306 MOTOROLA SOLUTIONS INC		(Continued)		
					<b>Total :</b>	<b>6,898.66</b>	
116938	11/15/2017	10083	MUNICIPAL EMERGENCY SERVICES	IN1170870	51841	TURNOUTS	43,731.42
					<b>Total :</b>	<b>43,731.42</b>	
116939	11/15/2017	10218	OFFICE DEPOT				
			960493687001	51933	CREDIT OFFICE SUPPLIES	-48.48	
			966845785001	51830	OFFICE SUPPLIES	323.14	
			972800719001		BUSINESS CARDS	61.02	
			97280096001	51830	OFFICE SUPPLIES	129.96	
					<b>Total :</b>	<b>465.64</b>	
116940	11/15/2017	10308	O'REILLY AUTO PARTS	2968-172568	51791	VEHICLE REPAIR PARTS	8.40
					<b>Total :</b>	<b>8.40</b>	
116941	11/15/2017	12878	PACIFIC COAST AWARDS	3018		ANNUAL POSTER CONTEST	23.20
					<b>Total :</b>	<b>23.20</b>	
116942	11/15/2017	10344	PADRE DAM MUNICIPAL WATER DIST				
			21105559		9170 VIA DE CRISTINA	198.47	
			24206565		10580 PROSPECT AVE	120.49	
			24206698		10541 PROSPECT AVE	537.75	
			24218157		10054 PROSPECT AVE	233.05	
			24218344		10027 PROSPECT AVE	233.39	
			29701296		TEMPORARY METER	578.69	
			90000367		GROUP BILL	24,613.74	
					<b>Total :</b>	<b>26,515.58</b>	
116943	11/15/2017	11888	PENSKE FORD				
			10162137	51793	VEHICLE REPAIR PART	3.30	
			50532	51793	EQUIPMENT REPAIR	110.00	
					<b>Total :</b>	<b>113.30</b>	
116944	11/15/2017	12176	SAN DIEGO BEACH RIDES	3152	51996	HOLIDAY LIGHTING CELEBRATION	5,056.92
					<b>Total :</b>	<b>5,056.92</b>	
116945	11/15/2017	10768	SANTEE SCHOOL DISTRICT	7845	51797	LIGHTS @ CHET HARRITT FIELDS	495.15
					<b>Total :</b>	<b>495.15</b>	
116946	11/15/2017	12885	SANTEE SR RETIREMENT COMM II	GRD1234A		REFUNDABLE DEPOSIT	5,551.17

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116946	11/15/2017	12885	12885 SANTEE SR RETIREMENT COMM II	(Continued)		<b>Total : 5,551.17</b>
116947	11/15/2017	11318	SEALMASTER OF SO CAL	58410	51895 ASPHALT MATERIALS	281.64
						<b>Total : 281.64</b>
116948	11/15/2017	12538	SEARCHLIGHTS OF SAN DIEGO	SL20171117-02	HOLIDAY LIGHTING CELEBRATION	200.00
						<b>Total : 200.00</b>
116949	11/15/2017	10217	STAPLES BUSINESS ADVANTAGE	3356535040	51832 OFFICE SUPPLIES	166.83
				3356720849	51815 OFFICE SUPPLIES	533.98
				3356720852	51815 OFFICE SUPPLIES	3.22
				3356720856	51815 OFFICE SUPPLIES	20.21
						<b>Total : 724.24</b>
116950	11/15/2017	10119	STEVEN SMITH LANDSCAPE INC	36959	51869 A1 LANDSCAPE SERVICES	110.00
				36960	51869 A1 LANDSCAPE SERVICES	110.00
				36982	51869 A1 LANDSCAPE SERVICES	600.00
				36983	51869 A1 LANDSCAPE SERVICES	600.00
				36984	51869 A1 LANDSCAPE SERVICES	600.00
						<b>Total : 2,020.00</b>
116951	11/15/2017	10316	TCB EMBROIDERY	13560	WEARING APPAREL	50.00
						<b>Total : 50.00</b>
116952	11/15/2017	10250	THE EAST COUNTY	00056614	PUBLIC HEARING NOTICE	255.50
				00056616	CIRCULATION ELEMENT UPDATE	308.00
				00056791/56796	PUB ORD 548 & 549	714.00
						<b>Total : 1,277.50</b>
116953	11/15/2017	10158	THE SOCO GROUP INC	0450628-IN	51834 VEHICLE SUPPLIES	407.24
				CL12763	51803 FLEET CARD FUELING	1,304.29
						<b>Total : 1,711.53</b>
116954	11/15/2017	10555	UNITIS CONTRACTOR SUPPLIES	138715	51978 STREET REPAIR MATERIALS	888.94
				138761	51978 STREET REPAIR SUPPLIES	58.43
						<b>Total : 947.37</b>
116955	11/15/2017	10704	VIRTUAL GRAFFITI INC	740817	51986 SOFTWARE MAINTENANCE	1,129.26

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116955	11/15/2017	10704 10704 VIRTUAL GRAFFITI INC				
			(Continued)			
				<b>Total :</b>		<b>1,129.26</b>
116956	11/15/2017	10537 WETMORES	63070764	51808	VEHICLE SUPPLIES	25.82
			63070786	51808	VEHICLE REPAIR PARTS	47.24
			63070792	51808	VEHICLE REPAIR PARTS	71.19
			63070797	51808	VEHICLE REPAIR PARTS	18.26
			63070814	51808	VEHICLE REPAIR PARTS	2.54
			63070826	51808	VEHICLE REPAIR PARTS	14.18
				<b>Total :</b>		<b>179.23</b>
116957	11/15/2017	10232 XEROX CORPORATION	090942130	51810	COPY CHARGES & LEASE	184.39
			090942131	51811	COPY CHARGES	61.69
				<b>Total :</b>		<b>246.08</b>
116958	11/15/2017	10318 ZOLL MEDICAL CORPORATION	2590372	51817	EMS SUPPLIES	856.42
				<b>Total :</b>		<b>856.42</b>
50 Vouchers for bank code : ubgen						<b>Bank total : 346,719.84</b>
50 Vouchers in this report						<b>Total vouchers : 346,719.84</b>

Prepared by: Micole [Signature]

Date: 11-15-17

Approved by: J-K [Signature]

Date: 11/15/17

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116959	11/21/2017	12742 ALL AMERICAN ASPHALT	1 (FINAL) 1 (FINAL)R	51846	CITYWIDE SLURRY SEAL & MAINT RETENTION	313,561.09 -15,678.05 <b>Total : 297,883.04</b>
116960	11/21/2017	11445 AMERICAN MESSAGING	L1072898RK		FD PAGER SERVICE	220.55 <b>Total : 220.55</b>
116961	11/21/2017	12083 ANIMAL PEST MANAGEMENT	565744 568669 571380 571486	51760 51760 51760 51760	PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES	45.00 640.00 120.00 120.00 <b>Total : 925.00</b>
116962	11/21/2017	10412 AT&T	000004807075		TELEPHONE	794.26 <b>Total : 794.26</b>
116963	11/21/2017	12886 BARRALL, AARON	068587		SAFETY BOOTS	129.29 <b>Total : 129.29</b>
116964	11/21/2017	10018 BENCHMARK LANDSCAPE SVCS INC	137400 137401	51903 51859	A3 LANDSCAPE SERVICES A2 LANDSCAPE SERVICES	10,001.01 12,575.00 <b>Total : 22,576.01</b>
116965	11/21/2017	11148 BICKMORE	BRS-0015852	51957	OPEB ACTUARIAL VALUATION SVC	6,600.00 <b>Total : 6,600.00</b>
116966	11/21/2017	11866 BLUE PACIFIC ENGINEERING &	2 2R	51966	INFILTRATION PILOT PROJECT RETENTION	85,203.17 -4,260.16 <b>Total : 80,943.01</b>
116967	11/21/2017	11513 BOND, ELLEN	12012017-263		MEADOWBROOK HARDSHIP PGRM	33.28 <b>Total : 33.28</b>
116968	11/21/2017	10021 BOUND TREE MEDICAL LLC	82667743 82671899 82673638	51860 51860 51860	EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES	9.22 666.71 87.94

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116968	11/21/2017	10021 10021 BOUND TREE MEDICAL LLC	(Continued)			
					<b>Total :</b>	<b>763.87</b>
116969	11/21/2017	11055 CALIFORNIA SIGNS AND MARKETING	15060	51940	FACILITY SIGNAGE	161.63
					<b>Total :</b>	<b>161.63</b>
116970	11/21/2017	11169 CALIFORNIA WATERS LLC	2084	51887	FOUNTAIN MAINT & REPAIRS	2,474.00
					<b>Total :</b>	<b>2,474.00</b>
116971	11/21/2017	12234 CAPPO - SAN DIEGO	000078		SD CHAPTER CAPPO MTG 10/25/17	20.00
					<b>Total :</b>	<b>20.00</b>
116972	11/21/2017	10327 CARLIN, TAMMIE K	035		INSTRUCTOR PAYMENT	1,706.25
					<b>Total :</b>	<b>1,706.25</b>
116973	11/21/2017	10299 CARQUEST AUTO PARTS	11102-447111 11102-447112	51766 51766	VEHICLE REPAIR PART VEHICLE REPAIR PARTS	5.77 7.60
					<b>Total :</b>	<b>13.37</b>
116974	11/21/2017	11402 CARROLL, JUDI	12012017-96		MEADOWBROOK HARDSHIP PGRM	33.38
					<b>Total :</b>	<b>33.38</b>
116975	11/21/2017	10223 CHRISTIAN WHEELER ENGINEERING	44165 44175	51725 51980	GEOTECHNICAL REVIEW GEOTECHNICAL REVIEW	280.00 490.00
					<b>Total :</b>	<b>770.00</b>
116976	11/21/2017	10032 CINTAS CORPORATION #694	694409907	51880	UNIFORM/PARTS CLEANER RNTL	79.65
					<b>Total :</b>	<b>79.65</b>
116977	11/21/2017	10033 CITY ELECTRIC SUPPLY COMPANY	STE/044401 STE/044561	51904 51904	ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES	74.35 101.40
					<b>Total :</b>	<b>175.75</b>
116978	11/21/2017	11409 CLAYTON, SYLVIA	12012017-340		MEADOWBROOK HARDSHIP PGRM	34.91
					<b>Total :</b>	<b>34.91</b>
116979	11/21/2017	11330 CLEANSTREET	88195	51847	STREET SWEEPING SVCS	14,876.64
					<b>Total :</b>	<b>14,876.64</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116980	11/21/2017	12153 CORODATA RECORDS	RS4358017	51981	DOC RETRIEVAL AND STORAGE	578.05
					<b>Total :</b>	<b>578.05</b>
116981	11/21/2017	10234 COUNTY OF SAN DIEGO	01149-2012-RI-2017	51995	GENERATOR PERMITS	869.00
					<b>Total :</b>	<b>869.00</b>
116982	11/21/2017	10358 COUNTY OF SAN DIEGO	18CTOFSAN04 18CTOFSASN04	51967 51826	RCS SHERIFF RADIO 800 MHZ ACCESS (FIRE/PS)	4,503.00 1,567.50
					<b>Total :</b>	<b>6,070.50</b>
116983	11/21/2017	10486 COUNTY OF SAN DIEGO	201700679		MAP COPIES	6.00
					<b>Total :</b>	<b>6.00</b>
116984	11/21/2017	10040 COUNTYWIDE MECHANICAL SYSTEMS	P17071422 P17071776	51890 51890	PLUMBING REPAIRS/MAINT PLUMBING REPAIRS/MAINT	165.00 467.00
					<b>Total :</b>	<b>632.00</b>
116985	11/21/2017	10333 COX COMMUNICATIONS	052335901		8950 COTTONWOOD AVE	202.72
					<b>Total :</b>	<b>202.72</b>
116986	11/21/2017	10595 CUTTER'S EDGE INDUSTRIES INC	103017-2 110117-7	51770 51770	EQUIPMENT REPAIR EQUIPMENT REPAIR	135.21 161.87
					<b>Total :</b>	<b>297.08</b>
116987	11/21/2017	10043 D & D SERVICES INC	10874	51942	DEAD ANIMAL REMOVAL SERVICE	1,325.00
					<b>Total :</b>	<b>1,325.00</b>
116988	11/21/2017	10046 D MAX ENGINEERING INC	3863	51950	WATER OUTFALL MONITORING	21,686.36
					<b>Total :</b>	<b>21,686.36</b>
116989	11/21/2017	12438 DIESEL PRINT CO, LLC	1433	51991	HOLIDAY LIGHTING	824.29
					<b>Total :</b>	<b>824.29</b>
116990	11/21/2017	12483 DISCOUNT SIGNS AND BANNERS	4863		EQUIPMENT DECALS	2.69
					<b>Total :</b>	<b>2.69</b>
116991	11/21/2017	10988 ESPINOLA, TOBY	267643		CITYWIDE PAVEMENT REPAIR & RE	90.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
116991	11/21/2017	10988	10988 ESPINOLA, TOBY		(Continued)		
					<b>Total :</b>	<b>90.71</b>	
116992	11/21/2017	12735	FERANDELL TENNIS COURTS, INC.	2017-186	51818	SPORTS COURT RESURFACING	43,000.00
					<b>Total :</b>	<b>43,000.00</b>	
116993	11/21/2017	10060	FIRE SERVICE SPEC & SUPPLY	9364		EQUIPMENT REPAIR	425.00
					<b>Total :</b>	<b>425.00</b>	
116994	11/21/2017	10848	GARLOW, JOHN	11152017	51959	TUITION REIMBURSEMENT	1,260.00
					<b>Total :</b>	<b>1,260.00</b>	
116995	11/21/2017	12120	GEOCON INCORPORATED	1710354	51960	GEOTECHNICAL REVIEW	155.00
					<b>Total :</b>	<b>155.00</b>	
116996	11/21/2017	12638	GEORGE HILLS COMPANY, INC.	INV1012623	51851	ADMIN -LIABILITY CLAIMS	1,400.00
					<b>Total :</b>	<b>1,400.00</b>	
116997	11/21/2017	10065	GLOBAL POWER GROUP INC	51862	51951	ELECTRICAL REPAIRS & MAINT	290.76
				52160	51951	ELECTRICAL REPAIRS & MAINT	972.45
				52161	51951	ELECTRICAL REPAIRS & MAINT	90.00
					<b>Total :</b>	<b>1,353.21</b>	
116998	11/21/2017	11196	HD SUPPLY FACILITIES	9158514652	51779	STATION SUPPLIES	118.87
				9158549532	51779	STATION SUPPLIES	204.67
					<b>Total :</b>	<b>323.54</b>	
116999	11/21/2017	10144	HDL COREN & CONE	0024681-IN	51906	PROP TAX SVCS OCT-DEC 2017	4,625.00
					<b>Total :</b>	<b>4,625.00</b>	
117000	11/21/2017	10256	HOME DEPOT CREDIT SERVICES	4150730	51780	STATION SUPPLIES	22.58
					<b>Total :</b>	<b>22.58</b>	
117001	11/21/2017	10246	HUDSON SAFETY T LITE RENTALS	00047721	51891	TRAFFIC SIGNS - SUPPLIES	141.81
				00047793	51891	TRAFFIC SIGNS- SUPPLIES	38.97
					<b>Total :</b>	<b>180.78</b>	
117002	11/21/2017	11464	INSTITUTE OF TRANSPORTATION	ID 216662		ITE MEMBERSHIP	300.00

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117002	11/21/2017	11464	11464 INSTITUTE OF TRANSPORTATION	(Continued)		
					<b>Total :</b>	<b>300.00</b>
117003	11/21/2017	10075	IRON MOUNTAIN INFO MGMT INC	201459351	DATA STORAGE	309.00
					<b>Total :</b>	<b>309.00</b>
117004	11/21/2017	11009	KNN PUBLIC FINANCE	10/26/2017	51411 WESTON CFD FORMATION	20,000.00
					<b>Total :</b>	<b>20,000.00</b>
117005	11/21/2017	10906	KRONOS INC	11241791	51953 TELESTAFF SOFTWARE UPGRADE	215.00
					<b>Total :</b>	<b>215.00</b>
117006	11/21/2017	10174	LN CURTIS AND SONS	INV137761	51974 TURNOUT BAGS	339.14
					<b>Total :</b>	<b>339.14</b>
117007	11/21/2017	11986	MARION B BORG ENVIRONMENTAL	SANTEE01-59	51024 FANITA RCH CONSULTING SVCS	10,210.20
				SECT 6 GRANT-19	51024 PROF SVCS - SUBAREA PLAN COC	464.10
					<b>Total :</b>	<b>10,674.30</b>
117008	11/21/2017	12461	MARSHALL DJ SERVICES	12117	DJ SERVICES CITY HALL DANCE	395.00
					<b>Total :</b>	<b>395.00</b>
117009	11/21/2017	10079	MEDICO PROFESSIONAL	2079453	51876 MEDICAL LINEN SERVICE	20.02
				2079454	51876 MEDICAL LINEN SERVICE	8.16
					<b>Total :</b>	<b>28.18</b>
117010	11/21/2017	10308	O'REILLY AUTO PARTS	2968-173873	51791 VEHICILE SUPPLIES	7.75
					<b>Total :</b>	<b>7.75</b>
117011	11/21/2017	11442	PATTERSON, LUANNE	12012017-225	MEADOWBROOK HARDSHIP PGRM	32.30
					<b>Total :</b>	<b>32.30</b>
117012	11/21/2017	11888	PENSKE FORD	10163452	51793 VEHICLE REPAIR PART	70.72
					<b>Total :</b>	<b>70.72</b>
117013	11/21/2017	12348	PHYSIO CONTROL	117086514	EQUIPMENT REPAIR	145.47
					<b>Total :</b>	<b>145.47</b>
117014	11/21/2017	10161	PRIZM JANITORIAL SERVICES INC	151866	51881 CUSTODIAL SERVICES	2,502.63

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117014	11/21/2017	10161 PRIZM JANITORIAL SERVICES INC	(Continued) 151867	51893	CUSTODIAL SERVICES	1,973.85
					<b>Total :</b>	<b>4,476.48</b>
117015	11/21/2017	10101 PROFESSIONAL MEDICAL SUPPLY	Z992381 Z992382 Z992383	51821 51821 51821	OXYGEN CYLINDERS & REFILLS OXYGEN CYLINDERS & REFILLS OXYGEN CYLINDERS & REFILLS	55.44 78.75 184.80
					<b>Total :</b>	<b>318.99</b>
117016	11/21/2017	12883 REVITALIZED CALIFORNIA CITIES	50		MEMBERSHIP	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
117017	11/21/2017	12828 RICK ENGINEERING COMPANY	18100(1)	51964	AS-NEEDED ENGINEERING SVCS	23,297.01
					<b>Total :</b>	<b>23,297.01</b>
117018	11/21/2017	12256 ROE, DARLENE	12012017-318		MEADOWBROOK HARDSHIP PGRM	33.84
					<b>Total :</b>	<b>33.84</b>
117019	11/21/2017	11318 SEALMASTER OF SO CAL	58525	51895	ASPHALT MATERIALS	142.23
					<b>Total :</b>	<b>142.23</b>
117020	11/21/2017	10110 SECTRAN SECURITY INC	17110382	51958	TRANSPORT SERVICES NOV 2017	113.93
					<b>Total :</b>	<b>113.93</b>
117021	11/21/2017	10585 SHARP REES-STEALY MEDICAL	313834536 313835322 313835323		MEDICAL SERVICES FF#5 PREPLACEMENT PHYSICAL FF#5 PREPLACEMENT PHYSICAL	287.00 52.00 41.00
					<b>Total :</b>	<b>380.00</b>
117022	11/21/2017	11403 ST. JOHN, LYNNE	12012017-78		MEADOWBROOK HARDSHIP PGRM	33.44
					<b>Total :</b>	<b>33.44</b>
117023	11/21/2017	11056 STANDARD ELECTRONICS	S40533	51946	SECURITY SYSTEM MAINT	190.00
					<b>Total :</b>	<b>190.00</b>
117024	11/21/2017	10217 STAPLES BUSINESS ADVANTAGE	3356720836 3356720846	51824 51824	OFFICE SUPPLIES OFFICE SUPPLIES	2.68 71.08

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117024	11/21/2017	10217 10217 STAPLES BUSINESS ADVANTAGE	(Continued)			<b>Total : 73.76</b>
117025	11/21/2017	10119 STEVEN SMITH LANDSCAPE INC	36996 37005	51869 51869	A1 LANDSCAPE SERVICES A1 LANDSCAPE SERVICES	1,300.00 36,849.82 <b>Total : 38,149.82</b>
117026	11/21/2017	10515 THE SAN DIEGO UNION - TRIBUNE	003422052		PUB ORD 548 & 549	1,471.44 <b>Total : 1,471.44</b>
117027	11/21/2017	10158 THE SOCO GROUP INC	0435488-IN 0450908-IN	51802 51802	DELIVERED FUEL DELIVERED FUEL	1,202.59 997.84 <b>Total : 2,200.43</b>
117028	11/21/2017	10133 UNDERGROUND SERVICE ALERT	1020170681	51843	DIG ALERT SERVICES	173.35 <b>Total : 173.35</b>
117029	11/21/2017	12480 UNITED SITE SERVICES	47426	51913	PORTABLE TOILET RENTAL	122.79 <b>Total : 122.79</b>
117030	11/21/2017	12676 U.S. GEOLOGICAL SURVEY	90582616		MSCP SUBAREA PLAN & EIR	2,486.13 <b>Total : 2,486.13</b>
117031	11/21/2017	11194 USAFACT INC	7111124		BACKGROUND CHECK	28.92 <b>Total : 28.92</b>
117032	11/21/2017	10317 WM HEALTHCARE SOLUTIONS INC	0384839-2793-5 0384840-2793-3	51809 51809	BIOMEDICAL WASTE DISPOSAL BIOMEDICAL WASTE DISPOSAL	92.25 92.24 <b>Total : 184.49</b>
117033	11/21/2017	10232 XEROX CORPORATION	091148885 091148886 091148887 091148888 091148889 091148890 091148891 091148892 091148893	51835 51813 51812 51810 51872 51856 51857 51811 51910	COPY CHARGES COPY CHARGES COPY CHARGES COPY CHARGES & LEASE COPY CHARGES & LEASE COPY CHARGES & LEASE COPY CHARGES & LEASE COPY CHARGES COPY CHARGES & LEASE	171.02 417.09 68.02 259.31 254.93 308.85 330.65 178.06 276.09

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CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117033	11/21/2017	10232 XEROX CORPORATION	(Continued)			
			091148894	51912	COPY CHARGES & LEASE	318.10
			091148895	51836	COPY CHARGES & LEASE	126.38
			091148896	51911	COPY CHARGES & LEASE	327.52
					<b>Total :</b>	<b>3,036.02</b>
75 Vouchers for bank code : ubgen						<b>Bank total : 630,973.33</b>
75 Vouchers in this report						<b>Total vouchers : 630,973.33</b>

Prepared by: Nicole S  
Date: 11-21-17  
Approved by: F. K. M. S. A.  
Date: 11/21/17

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117034	11/21/2017	12724 AMERICAN FIDELITY ASSURANCE	B681366		VOL LIFE/CANCER/ACCIDENT INS-7	3,021.88
					<b>Total :</b>	<b>3,021.88</b>
117035	11/21/2017	12722 FIDELITY SECURITY LIFE	163318281		EYEMED - VOLUNTARY VISION	741.04
					<b>Total :</b>	<b>741.04</b>
117036	11/21/2017	10844 FRANCHISE TAX BOARD	PPE 11/15/17		WITHHOLDING ORDER	25.00
					<b>Total :</b>	<b>25.00</b>
117037	11/21/2017	10508 LIFE INSURANCE COMPANY OF	November 2017		LIFE/LTD INSURANCE	2,765.54
					<b>Total :</b>	<b>2,765.54</b>
117038	11/21/2017	10779 NATIONAL BENEFIT SERVICES LLC	PPE 11/15/17		FLEXIBLE SPENDING ACCOUNT	2,158.10
					<b>Total :</b>	<b>2,158.10</b>
117039	11/21/2017	10784 NATIONAL UNION FIRE INSURANCE	November 2017		VOLUNTARY AD&D	98.48
					<b>Total :</b>	<b>98.48</b>
117040	11/21/2017	10335 SAN DIEGO FIREFIGHTERS FEDERAL	November 2017		LONG TERM DISABILITY-SAFETY	1,053.50
					<b>Total :</b>	<b>1,053.50</b>
117041	11/21/2017	10424 SANTEE FIREFIGHTERS	PPE 11/01/17		DUES/PEC/BENEVOLENT/BC EXP	2,389.13
					<b>Total :</b>	<b>2,389.13</b>
117042	11/21/2017	10776 STATE OF CALIFORNIA	PPE 11/15/17		WITHHOLDING ORDER	575.99
					<b>Total :</b>	<b>575.99</b>
117043	11/21/2017	10001 US BANK	PPE 11/15/17		PARS RETIREMENT	808.78
					<b>Total :</b>	<b>808.78</b>
117044	11/21/2017	10959 VANTAGE TRANSFER AGENT/457	PPE 11/15/17		ICMA - 457	27,246.38
					<b>Total :</b>	<b>27,246.38</b>
117045	11/21/2017	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 11/15/17		RETIREE HEALTH SAVINGS ACCOL	3,760.24
					<b>Total :</b>	<b>3,760.24</b>
<b>12 Vouchers for bank code : ubgen</b>						<b>Bank total : 44,644.06</b>

Bank code : ubgen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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12 Vouchers in this report

Total vouchers : 44,644.06

Prepared by:   
Date: 11-21-17

Approved by:   
Date: 11/21/17

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
14261	11/27/2017	10955 DEPARTMENT OF THE TREASURY	PPE 11/15/17		FEDERAL WITHHOLDING TAX AND	85,058.06
					Total :	85,058.06
14344	11/27/2017	10956 FRANCHISE TAX BOARD	PPE 11/15/17		CA STATE TAX WITHHELD	25,619.47
					Total :	25,619.47
2 Vouchers for bank code : ubgen						Bank total : 110,677.53
2 Vouchers in this report						Total vouchers : 110,677.53

Prepared by: [Signature]  
Date: 11-28-17  
Approved by: [Signature]  
Date: 11/28/17

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
296	11/28/2017	10353 PERS	11 17 4		RETIREMENT PAYMENT	98,642.66	
						Total :	98,642.66
1 Vouchers for bank code : ubgen						Bank total :	98,642.66
1 Vouchers in this report						Total vouchers :	98,642.66

Prepared by:   
Date: 11-28-17

Approved by:   
Date: 11/28/17

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
319	11/28/2017	12774 LIABILITY CLAIMS ACCOUNT	11272017		PREFUND REQUEST	55,432.71	
						Total :	55,432.71
1 Vouchers for bank code : ubgen						Bank total :	55,432.71
1 Vouchers in this report						Total vouchers :	55,432.71

Prepared by: Middle

Date: 11-28-17

Approved by: J. K. M. S.

Date: 11/28/17

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117046	11/29/2017	12851 A. B. HASHMI, INC	2 2R	51965	RIVERWALK PED CROSSING RETENTION	49,524.01 -2,476.20
<b>Total :</b>						<b>47,047.81</b>
117047	11/29/2017	12542 BEN OWENS GUITAR	17		SENIOR HOLIDAY LUNCHEON	100.00
<b>Total :</b>						<b>100.00</b>
117048	11/29/2017	10021 BOUND TREE MEDICAL LLC	82674893 82678962 82678963 82678964 82678965 82678966 82680478 82680479 82680480 82680481	51860 51860 51860 51860 51860 51860 51860 51860 51860 51860	EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES	134.46 54.94 1,365.76 18.20 22.94 219.77 54.94 6.61 682.61 11.62
<b>Total :</b>						<b>2,571.85</b>
117049	11/29/2017	10098 BURNER, RONALD	110517-1	51862	ATHLETIC FIELD COORDINATION	2,083.34
<b>Total :</b>						<b>2,083.34</b>
117050	11/29/2017	10876 CANON SOLUTIONS AMERICA INC	988941075 988945880	51837 51837	SCANNER MAINTENANCE PLOTTER MAINT & USAGE	72.71 25.11
<b>Total :</b>						<b>97.82</b>
117051	11/29/2017	10031 CDW GOVERNMENT LLC	KST4874	51989	MS WINDOWS SERVER LICENSES	712.00
<b>Total :</b>						<b>712.00</b>
117052	11/29/2017	10032 CINTAS CORPORATION #694	694412806	51880	UNIFORM/PARTS CLEANER RNTL	61.57
<b>Total :</b>						<b>61.57</b>
117053	11/29/2017	10050 CITY OF EL CAJON	0000014416		HFTA FEES - 2ND QUARTER	10,280.00
<b>Total :</b>						<b>10,280.00</b>
117054	11/29/2017	10845 CONTROLLED ENTRY SPECIALISTS	831295	51838	ROLL UP DOOR REPAIRS	448.00

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117054	11/29/2017	10845	10845 CONTROLLED ENTRY SPECIALISTS (Continued)			Total : 448.00
117055	11/29/2017	10268	COOPER, JACKIE		DECEMBER 1, 2017	RETIREE HEALTH PAYMENT 91.00
						Total : 91.00
117056	11/29/2017	10486	COUNTY OF SAN DIEGO		201700694	RECORDED DOCUMENTS 132.00
						Total : 132.00
117057	11/29/2017	10839	COUNTY OF SAN DIEGO		CIP2008-53	PLAN CHECK 33.00
						Total : 33.00
117058	11/29/2017	10333	COX COMMUNICATIONS		063453006	9534 VIA ZAPADOR 264.05
					066401501	10601 N MAGNOLIA AVE 38.82
					112256001	9130 CARLTON OAKS DR 125.77
						Total : 428.64
117059	11/29/2017	12255	CREST EQUIPMENT INC		2 (FINAL)	51848 HEATHERDALE STORM DRAIN 199,593.00
					2 (FINAL)R	RETENTION -9,979.65
						Total : 189,613.35
117060	11/29/2017	10053	EL CAJON PLUMBING & HEATING		304120	51943 PLUMBING SUPPLIES 120.23
					304352	51943 PLUMBING SUPPLIES 111.57
						Total : 231.80
117061	11/29/2017	10057	ESGIL CORPORATION		11/13/17-11/17/17	SHARE OF FEES 19,928.95
						Total : 19,928.95
117062	11/29/2017	10251	FEDERAL EXPRESS		5-997-92739	SHIPPING CHARGES 26.32
						Total : 26.32
117063	11/29/2017	10065	GLOBAL POWER GROUP INC		52226	51952 GENERATOR MAINT & REPAIRS 858.83
						Total : 858.83
117064	11/29/2017	11196	HD SUPPLY FACILITIES		9158704545	51779 STATION SUPPLIES 748.93
					9158757273	51779 STATION SUPPLIES 90.62
						Total : 839.55
117065	11/29/2017	10256	HOME DEPOT CREDIT SERVICES		6150875	51780 STATION SUPPLIES 55.37

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
117065	11/29/2017	10256	10256 HOME DEPOT CREDIT SERVICES (Continued)			Total : 55.37		
117066	11/29/2017	10271	HORAN, BERNICE		DECEMBER 1, 2017	RETIREE HEALTH PAYMENT	91.00	
						Total :	91.00	
117067	11/29/2017	10174	LN CURTIS AND SONS		INV138512	51975	WILDLAND SHIRTS	164.53
						Total :	164.53	
117068	11/29/2017	12891	MCKAY REAL ESTATE INVESTMENTS		GRD1278A		REFUNDABLE DEPOSIT	8,395.07
						Total :	8,395.07	
117069	11/29/2017	11888	PENSKE FORD		10164097	51793	VEHICLE REPAIR PART	43.49
						Total :	43.49	
117070	11/29/2017	10521	PNC EQUIPMENT FINANCE LLC		6133343		PIERCE PUMPER LEASE PYMT #8	44,371.58
						Total :	44,371.58	
117071	11/29/2017	10161	PRIZM JANITORIAL SERVICES INC		151904	51881	CUSTODIAL SVCS - OFFICES	600.00
						Total :	600.00	
117072	11/29/2017	12062	PURETEC INDUSTRIAL WATER		1599700	51867	DEIONIZED WATER SERVICE	90.00
						Total :	90.00	
117073	11/29/2017	12237	RAYON, KYLE		DECEMBER 1, 2017		RETIREE HEALTH PAYMENT	91.00
						Total :	91.00	
117074	11/29/2017	12887	RYDIN		338306		ALARM PERMIT DECALS	438.40
						Total :	438.40	
117075	11/29/2017	10830	SAN DIEGO COMMUNITY COLLEGE		16368		ANNUAL FTES REGISTRATION	4,416.00
						Total :	4,416.00	
117076	11/29/2017	10407	SAN DIEGO GAS & ELECTRIC		0422 970 321 8		STREET LIGHTS	31,275.81
					2237 358 004 2		TRAFFIC SIGNAL	4,493.15
					3422 380 562 8		GAS TAX	110.64
					4394 020 550 9		LMD	3,872.56
					8509 742 169 4		CITY HALL GROUP BILL	7,562.17

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117076	11/29/2017	10407	10407 SAN DIEGO GAS & ELECTRIC		(Continued)	
					<b>Total :</b>	<b>47,314.33</b>
117077	11/29/2017	11594	SAN DIEGO METROPOLITAN TRANSIT	1202018	ACTIVE LIFESTYLE/RACEWALK	750.00
					<b>Total :</b>	<b>750.00</b>
117078	11/29/2017	11638	SAVMART PHARMACEUTICAL	606425	51798 EMS SUPPLIES	71.60
					<b>Total :</b>	<b>71.60</b>
117079	11/29/2017	10714	SILVERMOON LIGHTING INC	1732	51993 HOLIDAY LIGHTING	5,100.00
					<b>Total :</b>	<b>5,100.00</b>
117080	11/29/2017	12223	SITEONE LANDSCAPE SUPPLY LLC	83416234	51831 IRRIGATION SUPPLIES	673.14
				83416296	51831 IRRIGATION SUPPLIES	147.81
				83433823	51831 IRRIGATION SUPPLIES	326.89
				83469201	51831 IRRIGATION SUPPLIES	207.99
				83522437	51831 IRRIGATION SUPPLIES	1,196.08
					<b>Total :</b>	<b>2,551.91</b>
117081	11/29/2017	12890	SNYDER, MIKE	GRD1108S	REFUNDABLE DEPOSIT	11,651.00
					<b>Total :</b>	<b>11,651.00</b>
117082	11/29/2017	10217	STAPLES BUSINESS ADVANTAGE	3358440989	51823 OFFICE SUPPLIES	83.19
				3358595767	51824 OFFICE SUPPLIES	78.30
				3358595770	51882 OFFICE SUPPLIES	57.23
					<b>Total :</b>	<b>218.72</b>
117083	11/29/2017	10027	STATE OF CALIFORNIA	266192	FINGERPRINTING CHARGES	64.00
					<b>Total :</b>	<b>64.00</b>
117084	11/29/2017	10119	STEVEN SMITH LANDSCAPE INC	37093	51869 A1 LANDSCAPE SERVICES	105.00
				37094	51869 A1 LANDSCAPE SERVICES	105.00
					<b>Total :</b>	<b>210.00</b>
117085	11/29/2017	10158	THE SOCO GROUP INC	0455924-IN	51802 DELIVERED FUEL	1,371.58
					<b>Total :</b>	<b>1,371.58</b>
117086	11/29/2017	10479	TIRE CENTERS LLC	8720183274	51804 TIRES - V170	648.30

Bank code : ubgen

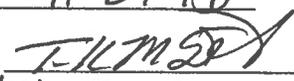
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117086	11/29/2017	10479 10479 TIRE CENTERS LLC	(Continued)			Total : 648.30
117087	11/29/2017	10692 UNITED PARCEL SERVICE	000006150X447		SHIPPING CHARGES	11.95
						Total : 11.95
117088	11/29/2017	10475 VERIZON WIRELESS	9796071778 9796071779		CELL PHONE SERVICE WIFI SERVICE	1,732.52 646.17
						Total : 2,378.69
117089	11/29/2017	10537 WETMORES	63071290	51808	VEHICLE REPAIR PARTS	165.70
						Total : 165.70
117090	11/29/2017	12641 WITTORFF, VICKY DENISE	DECEMBER 1, 2017		RETIREE HEALTH PAYMENT	31.00
						Total : 31.00
117091	11/29/2017	12771 XEROS HIGH PERFORMANCE WORK	30552 30559	52005 52005	TURNOUT INSPECTION/MAINT TURNOUT INSPECTION/MAINT	868.42 678.50
						Total : 1,546.92

46 Vouchers for bank code : ubgen

Bank total : 408,427.97

46 Vouchers in this report

Total vouchers : 408,427.97

Prepared by:   
 Date: 11-29-17  
 Approved by:   
 Date: 11/29/17

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

**MEETING DATE** December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE** APPROVAL OF THE EXPENDITURE OF \$44,900.80 FOR NOVEMBER 2017 LEGAL SERVICES AND RELATED COSTS

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

**SUMMARY**

Legal service billings proposed for payment for the month of November 2017 total \$44,900.80 as follows:

1) General Retainer Services	\$ 13,696.40
2) Labor & Employment	832.84
3) Litigation & Claims	2,874.02
4) Special Projects (General Fund)	7,731.87
5) Special Projects (Other Funds)	3,500.92
6) Applicant Initiated Projects	<u>16,264.75</u>
Total	<u>\$ 44,900.80</u>

**FINANCIAL STATEMENT**

	<u>AMOUNT</u>	<u>BALANCE</u>
General Fund:		
Adopted Budget	\$ 535,000.00	
Revised Budget	\$ 535,000.00	
Prior Expenditures	(143,793.51)	
Current Request	(25,135.13)	\$ 366,071.36
Other Funds (excluding applicant initiated items):		
Adopted Budget	\$ 40,000.00	
Revised Budget	\$ 40,000.00	
Prior Expenditures	(45,320.05)	
Current Request	(3,500.92)	\$ (8,820.97)

**CITY ATTORNEY REVIEW**     N/A     Completed

**RECOMMENDATION** *MAB*

Approve the expenditure of \$44,900.80 for November 2017 legal services and related costs.

**ATTACHMENT (Listed Below)**

Legal Services Billing Summary

**LEGAL SERVICES BILLING SUMMARY**  
**FY 2017-18**

<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	\$ 174,000.00	\$ 174,000.00	\$ 55,131.24	\$ 118,868.76	Nov-17	\$ 13,696.40
Labor & Employment	50,000.00	50,000.00	8,971.50	41,028.50	Nov-17	832.84
Litigation & Claims	70,000.00	70,000.00	31,840.80	38,159.20	Nov-17	2,874.02
Special Projects	241,000.00	241,000.00	47,849.97	193,150.03	Nov-17	7,731.87
<b>Total</b>	<b>\$ 535,000.00</b>	<b>\$ 535,000.00</b>	<b>\$ 143,793.51</b>	<b>\$ 391,206.49</b>		<b>\$ 25,135.13</b>
<b>Other City Funds:</b>						
Special Projects	\$ 35,000.00	\$ 35,000.00	\$ 45,297.55	\$ (10,297.55)	Nov-17	\$ 3,500.92
MHFP Commission	5,000.00	5,000.00	22.50	4,977.50		-
<b>Total</b>	<b>\$ 40,000.00</b>	<b>\$ 40,000.00</b>	<b>\$ 45,320.05</b>	<b>\$ (5,320.05)</b>		<b>\$ 3,500.92</b>
<b>Applicant-initiated (paid from developer/applicant deposits)</b>						
Sky Ranch	n/a	n/a	\$ 5,425.78	n/a	Nov-17	\$ 435.20
Lantern Crest	n/a	n/a	163.20	n/a		-
Weston	n/a	n/a	8,806.03	n/a	Nov-17	1,818.00
Weston CFDs	n/a	n/a	24,981.56	n/a	Nov-17	499.50
Home Fed/Subarea Plan	n/a	n/a	21,583.48	n/a	Nov-17	9,639.24
East County Estates	n/a	n/a	136.17	n/a		-
Cameron Commercial Center	n/a	n/a	81.60	n/a		-
Village Run Homes	n/a	n/a	1,393.80	n/a	Nov-17	363.60
Karl Strauss	n/a	n/a	2,636.10	n/a		-
New West Investment Group	n/a	n/a	-	n/a	Nov-17	54.40
Davisson Multi-Family	n/a	n/a	108.80	n/a		-
Walker Trails	n/a	n/a	2,172.55	n/a		-
Prospect Fields	n/a	n/a	490.45	n/a		-
Prospect Estates	n/a	n/a	-	n/a	Nov-17	54.40
Hillside Meadows Reorg	n/a	n/a	217.60	n/a	Nov-17	90.90
Graves Ave. Verizon Wireless Fac.	n/a	n/a	909.00	n/a		-
Costco Fuel Facility Relocation	n/a	n/a	2,211.90	n/a	Nov-17	2,178.11
Carribbean Way	n/a	n/a	212.10	n/a		-
Panera Bread	n/a	n/a	-	n/a	Nov-17	1,131.40
<b>Total</b>			<b>\$ 71,530.12</b>			<b>\$ 16,264.75</b>

**LEGAL SERVICES BILLING SUMMARY  
FY 2017-18**

<b>Total Previously Spent to Date FY 2017-18</b>	
<b>General Fund</b>	<b>\$ 143,793.51</b>
<b>Other City Funds</b>	<b>45,320.05</b>
<b>Applicant Deposits</b>	<b><u>71,530.12</u></b>
<b>Total</b>	<b><u><u>\$ 260,643.68</u></u></b>

<b>Total Proposed for Payment</b>	
<b>General Fund</b>	<b>\$ 25,135.13</b>
<b>Other City Funds</b>	<b>3,500.92</b>
<b>Applicant Deposits</b>	<b><u>16,264.75</u></b>
<b>Total</b>	<b><u><u>\$ 44,900.80</u></u></b>

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

1E

**MEETING DATE**      December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**            **ANNUAL PRESENTATION OF LOCAL APPOINTMENTS LIST —  
BOARDS, COMMISSIONS & COMMITTEES**

**DIRECTOR/DEPARTMENT**      Sara Real, Deputy City Clerk *SR*

**SUMMARY**

Government Code 54970 et seq., commonly known as the Maddy Act, requires the legislative body, on or before December 31 of each year, to prepare a list of all "regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency" known as the Local Appointments List. The list is attached and contains the following required information: (1) all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position; and (2) all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position. The Local Appointments List is required to be made available to members of the public for a fee not to exceed actual cost and provided to the public library with the largest service population within its jurisdiction.

In accordance with Council Legislative Policy Memorandum 84-1, a related item will be placed on the January 24, 2018, City Council Agenda. At that time, the City Council may wish to make changes and/or may deactivate any board, commission, or committee the Council believes has completed its original purpose.

**FINANCIAL STATEMENT** *fm*

N/A

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *MAB*

Receive Local Appointments List and direct the City Clerk to return the material at the January 24, 2018, Regular Meeting for review; changes to City Board, Commissions or Committees; and appointments.

**ATTACHMENTS (Listed Below)**

Local Appointments List  
Attendance Reports

CITY OF SANTEE  
LOCAL APPOINTMENTS LIST  
BOARDS, COMMISSIONS AND COMMITTEES

Revised By:  
The City Clerk's Office  
November 2017

**PART ONE:**

The following Boards, Commissions and Committees exist and function as a part of the City of Santee's internal municipal structure.

**CITY COUNCIL & SANTEE ELEMENTARY SCHOOL DISTRICT CONFERENCE COMMITTEE**

Established: 3/27/85 [City Council Minutes]. Established by City Council to meet with School Board Members to discuss selected items.

Qualifications: Member of City Council or School Board

Term: Annual

Representatives: Rob McNelis, Council Member  
Stephen Houlahan, Council Member

School District: Elana Levens-Craig, President [Appointed 12/20/16]  
Dianne El-Hajj, Vice President [Appointed 12/20/16]

Appointed: 1/12/11 [McNelis]

Reappointed: 1/25/12, 1/23/13, 1/22/14, 2/11/15, 1/27/16, 1/25/17

Appointed: 1/25/17 [Houlahan]

Contact Person: Lisa Arreola, Executive Assistant  
Phone: (619) 258-2304

LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**COMMUNITY ORIENTED POLICING COMMITTEE**

**Established:** 8/14/96 [Resolution 129-96]. The purpose of the Committee is to make recommendations regarding the City's Community Oriented Policing Program. These may include recommendations regarding crime prevention, drug awareness, education programs, neighborhood watch programs, law enforcement staffing, and other issues regarding the City's overall policing effort. Committee recommendations may be forwarded to the Council for final action.

**Qualifications:** Members are set forth by Council and include a City Council Member, City Manager, Santee Sheriff's Station Commander, representatives from the Santee School District, Grossmont Union High School District, Chamber of Commerce, Santee Collaborative [1/23/08 City Council Minutes], Institute for Public Strategies [1/28/09 City Council Minutes], 2 Citizens-At-Large [2/11/15 Council Minutes], and Santee Solutions Coalition [8/26/15 Council Minutes].

**Term:** At the pleasure of the legislative body.

**Meetings:** Meetings are held on the 2<sup>nd</sup> Monday of each month at 2:00 p.m.; City Hall, 10601 Magnolia Avenue, Council Chambers Conference Room.

**Staff Assistance:** Anne Morrison, Recreation Services Manager, Community Services Department  
Martha Miramontes, Crime Prev. Specialist, Santee Sheriff Station

**Representatives:** John Minto, Mayor  
Marlene Best, City Manager  
Captain Daniel Brislin, Santee Sheriff's Station Commander  
John Schweller, Santee School District  
Larry Oedewaldt, Vice Principal, Santana High School  
Mary Nishikawa, Assistant Principal, West Hills High School  
Meredith Riffel, Santee Collaborative  
Sandy Schmitt, Executive Director, Santee Chamber of Commerce  
Joyce Moore, Institute for Public Strategies  
Lisa Bridges, Santee Solutions Coalition

**Citizen-At-Large:** Warren Savage  
**Appointed:** 1/25/12  
**Reappointed:** 1/23/13, 1/22/14, 2/11/15, 1/27/16, 1/25/17

**Citizen-At-Large:** Dustin Trotter  
**Appointed:** 3/25/15  
**Reappointed:** 1/27/16, 1/25/17



LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**MANUFACTURED HOME FAIR PRACTICES COMMISSION**

**Established:** 6/10/94 [by City Ordinance 324]. Amended 8/26/94 by Ordinance 329, 10/28/98 by Ordinance 381, and on 1/24/01 by Ordinance 412. The purpose of the Commission is to ensure that the provisions of the Santee Manufactured Home Fair Practices Ordinance are appropriately implemented in Santee.

**Qualifications:** The Commission consists of five regular members. All members must be resident electors and are appointed by the Mayor, with the approval of the City Council. No member shall be:

- (a) a manufactured home owner or resident;
- (b) an owner, operator or manager of a manufactured home park;
- (c) any person owning or possessing any interest in, or operating or managing, any other rental property totaling four (4) or more dwelling units, whether such four (4) units are located on one parcel or lot, or are spread among several parcels or lots. As used in this section, "dwelling unit" shall mean an apartment unit, a condominium unit, or a single-family residence.
- (d) a person with an identifiable economic or professional interest in the rights of park owners or residents.

**Term:** Each regular member shall be appointed to serve a two-year term. Each regular member shall hold office until a new member has been duly appointed.

**Meetings:** Meetings are held quarterly on the 3<sup>rd</sup> Thursday of March, June, September, and the 2<sup>nd</sup> Thursday of December at City Hall Council Chambers, 10601 Magnolia Avenue.

**Staff Assistance:** Tom Romstad, Senior Management Analyst, Development Services Department

**Commission Members:**  
(next page)

## LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

### Commission Members:

Lee E. Wilson

Appointed: 1/25/95

Reappointed: 1/22/97, 1/27/99, 1/24/01, 2/12/03, 1/26/05, 1/24/07, 1/28/09, 1/12/11,  
1/23/13, 2/11/15, 1/25/17

Term Ends: 2019

Rusty Williams

Appointed: 9/24/03

Reappointed: 1/26/05, 1/24/07, 1/28/09, 1/12/11, 1/23/13, 2/11/15, 1/25/17

Term Ends: 2019

Frank Bathrick

Appointed: 2/10/10

Reappointed: 1/25/12, 1/22/14, 1/27/16

Term Ends: 2018

Keshav Damoor

Appointed: 8/28/13

Reappointed: 1/22/14, 1/27/16

Term Ends: 2018

Nick Bradley

Appointed: 11/12/14

Reappointed: 2/11/15, 1/27/16

Term Ends: 2018

LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**SALARY SETTING ADVISORY COMMITTEE**

Established: 1/28/09 [City Council Minutes]. The purpose of the Committee is to make recommendations to the Council regarding the appropriate level of salary and benefits for the Mayor and the City Council.

Qualifications: Appointments are made by the Mayor, with the approval of the City Council.

Term: At the pleasure of the legislative body.

Meetings: Regular biennial meetings on odd-numbered years at City Hall, 10601 Magnolia Avenue, Council Chambers Conference Room.

Staff Assistance: Kathy Valverde, Assistant to the City Manager

**Committee Members:**

Karen Bisignano	Appointed: 1/28/09
Bill Howell	Appointed: 1/28/09
VACANT	Appointed:
Marilynn Linn	Appointed: 1/28/09
James Montague	Appointed: 1/28/09
Warren Savage	Appointed: 1/28/09
VACANT	Appointed:
Keshav Damoor	Appointed: 8/28/13

## LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

### **SANTEE PARK AND RECREATION COMMITTEE (SPARC)**

Established: 9/28/81 [Resolution 75-81]. The purpose of the Committee is to act in an advisory capacity to the City Council on matters pertaining to municipal parks and recreation programs in the City of Santee. April 26, 1995, Council adopted revised bylaws [City Council Minutes].

Qualifications: Resident appointments to the Santee Park and Recreation Committee are made by the Mayor, with the approval of the City Council.

Term: At the pleasure of the legislative body.

Meetings: Meetings are on the first Thursday of each month at 6:30 p.m. at City Hall, 10601 Magnolia Avenue, Conference Room. in Bldg. 6, Community Services

Staff Assistance: Bill Maertz, Director of Community Services; and Heather Heckman, Administrative Secretary

### **Committee Members:**

Anita Bautista	Appointed: 10/11/95
Ken Fox, Chair	Appointed: 4/28/99
Lisa Neely, Vice-Chair	Appointed 6/13/01
Rusty Williams	Appointed: 10/24/01
Charles Hattaway	Appointed: 5/27/03
Arli Wolfson	Appointed: 4/08/09
Heather Jones, Secretary	Appointed: 5/25/11
Alan Tuthill	Appointed: 6/22/11
John Morley	Appointed: 1/25/12
Laqueta Strawn	Appointed: 1/25/12
Patricia Fortin	Appointed: 8/26/15
Dustin Trotter	Appointed: 8/26/15
(Vacant)	Appointed:
Stacey LoMedico	Appointed: 1/13/16

LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**PART TWO - JOINT AGENCIES**

The following Boards, Commissions, and Committees, external to the City of Santee's internal governmental process, have appointed delegates to represent the City of Santee.

Unless otherwise stated, appointments are made by the Mayor, with the approval of the City Council.

**CITY SELECTION COMMITTEE (League of California Cities)**

- Established: Under the auspices of the League of California Cities, San Diego County Division, this committee makes appointments to LAFCO, the Service Authority for Freeway Emergencies, and the Abandoned Vehicle Abatement Service Authority.
- Qualifications: Every City Mayor is automatically a representative.
- Term: 2020 (Corresponds to the Mayor's term)
- Meetings: This committee meets as needed.
- Representative: John Minto, Mayor
- Contact Person: Gliceria Magpayo, Program Manager for County Clerk of the Board of Supervisors  
County of San Diego  
1600 Pacific Highway, Room 402  
San Diego, CA 92101-2471
- Phone: (619) 531-4870

LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**COMMUNITY LEADERS FORUM MCAS MIRAMAR**

Established: 4/28/99 [City Council Minutes]. Meetings to provide current information regarding ongoing activities at the base relating to helicopter flight patterns at MCAS Miramar.

Qualifications: Member of the City Council

Term: Annual

Representative: Rob McNelis [1/25/17]

Resident Co-Rep: James D. Panknin

Appointed: 6/9/04 [Panknin], 1/25/17 [McNelis]

Reappointed: 1/26/05, 1/25/06, 1/24/07, 1/23/08, 1/28/09, 1/27/10, 1/12/11, 1/25/12, 1/23/13, 1/22/14, 2/11/15 [Panknin], 1/27/16, 1/25/17

Address: Community Plans and Liaison Director  
Attn: Kristin Camper  
P. O. Box 452001  
San Diego, CA 92145-2001

Phone: (858) 577-6603

Meetings: Third Thursdays, monthly, at 5:30 p.m. at MCAS Miramar.

LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**EAST COUNTY ECONOMIC DEVELOPMENT COUNCIL**

Established: 12/12/84 [City Council Minutes].

Rejoin: 7/23/86 [City Council Minutes].

Qualifications: Position-specific; Mayor and Council Member.

Term: Annual

Meetings: Third Wednesday, monthly, 7:30 a.m. in the East County Economic Development Council's Board Room.

Representative: Ronn Hall, Council Member

Alternate: (Vacant)

Deactivated: 11/18/92

Reactivated: 1/14/93

Appointed: 12/5/00 [Voepel] 2/12/03 [Minto], 1/25/17 [Hall], 5/10/17 [Hall as Rep]

Reappointed: 1/24/01, 1/23/02, 2/12/03, 1/28/04, 1/26/05, 1/25/06, 1/24/07, 1/23/08, 1/28/09, 1/27/10, 1/12/11, 1/25/12, 1/23/13, 1/22/14, 2/11/15, 1/27/16, 1/25/17

Address: East County Economic Development Council  
1908 Friendship Drive, Suite A  
El Cajon, CA 92020

Phone: (619) 258-3670

Contact Person: Jo Marie Diamond, President/Chief Executive Officer

## LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

### **GILLESPIE FIELD DEVELOPMENT COUNCIL**

The Gillespie Field Development Council oversees the industrial and economic development of Gillespie Field through a Joint Powers Agreement between the City of El Cajon and the County of San Diego.

- Established: Joint Powers Agreement executed March 19, 1974, last amended on April 8, 2015.
- Qualifications: A member must have expertise and experience in such fields as real estate, finance, industrial development, aviation, or other fields related to the development program for Gillespie Field, and have a demonstrated interest in the economic viability of the field.
- Term: 4 years
- Membership: The Council shall be composed of five members, three of whom shall be nominated by the Board of Supervisors of the County of San Diego, and two of whom shall be nominated by the City Council of the City of El Cajon. Of the three nominated by the County, one shall be selected from qualified candidates identified by the City of Santee. If the City of Santee fails to identify qualified candidates, the County may nominate members of its own choice. No person shall be nominated or appointed who is a member of the governing body or planning commission or a full-time employee of the County of San Diego, City of Santee or the City of El Cajon. Two members are appointed by the City Council of the City of El Cajon and ratified by the Board of Supervisors.
- Meetings: Bimonthly on the third Wednesday of the month starting in January 2015 at 6:00 p.m.
- Representative: John Morley  
Term Expires: June 23, 2019
- Appointed: 6/23/15, 1/27/16, 1/25/17
- Contact Person: Jennifer Kaylor
- Address: 1960 Joe Crosson Dr.  
El Cajon, CA 92020
- Phone: (619) 956-4818

## LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

### **GOODAN RANCH POLICY COMMITTEE**

**Established:** In July 1991, an agreement was signed by the State of California Department of Fish and Game, the County of San Diego, the City of Poway, and the City of Santee to jointly purchase Goodan Ranch. The Joint Powers Agreement, effective November 7, 1995, establishes the Goodan Ranch Policy Committee.

**Qualifications:** The Goodan Ranch Policy Committee is comprised of three elected representatives, appointed by the governing bodies of the County of San Diego, the City of Poway, and the City of Santee, and one representative from the State of California Department of Fish and Game. An alternate is also appointed by each of the Public Agencies.

**Term:** Annual

**Meetings:** Once annually

**Appointed:** 1/25/17

**Representative:** Stephen Houlahan, Council Member

**Alternate:** Rob McNelis, Council Member

**Contact Person:** Bill Maertz, Director of Community Services

**Address:** City of Santee  
10601 Magnolia Avenue  
Santee, CA 92071

**Phone:** (619) 258-4100, Extension 126

LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**SAN DIEGO RIVER CONSERVANCY BOARD**

Established: November 8, 2017 [City Council Minutes.] The Conservancy's 13 member Governing Board consists of both state and local representatives, creating a partnership which reflects the diversity and dedication to conserving this highly valued resource of statewide significance.

Qualifications: Member of the City Council

Term: Annual

Representative: Brian Jones [11/8/17]

Appointed: 11/8/17

Address: San Diego River Conservancy  
1350 Front Street, Suite 3024  
San Diego, CA 92101

Contact Person: Julia Richards, Executive Director  
Phone: (619) 645-3188

Meetings: Bimonthly at 1:00 p.m. at the County Administration Building

LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**HEARTLAND COMMUNICATIONS FACILITY COMMISSION\***

Established: 7/23/86 [Council Minutes]. The governing body of Heartland Communications Facility Authority Board of Chiefs. Each public agency which is a party to this agreement has one seat on the Commission. The cities of El Cajon, Lemon Grove, Santee, and La Mesa, and the Alpine, Bostonia, Lakeside and San Miguel Fire Protection Districts jointly equip, maintain, operate and staff a facility, thereby providing emergency services of receiving and dispatching calls to said public agencies.

Qualifications: Member of governing body of public agency.

Term: Per appointing public agency.

Meetings: Fourth Thursday in January, April, July, and October at the Ronald Reagan Center in El Cajon, 4:00 p.m.

Representative: Brian Jones, Council Member  
Alternate: Rob McNelis, Council Member

Appointed: 2/11/15 [Hall], 1/25/17 [McNelis], 5/10/17 [Jones]  
Reappointed: 1/24/07, 1/23/08, 1/28/09, 1/27/10, 1/12/11, 1/25/12, 1/23/13, 1/22/14, 2/11/15 [Minto], 1/27/16, 1/25/17

Contact: Valerie Nellis  
Heartland Communications Facility Authority  
100 East Lexington Ave.  
El Cajon, CA 92020  
Phone: (619) 441-1623

Diane McClarty, Communications Director  
Heartland Communications Facility Authority  
100 East Lexington Ave.  
El Cajon, CA 92020-4517  
(619) 441-1624  
FAX: (619) 444-5982

*\*Stipend Received*

LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**HEARTLAND FIRE TRAINING FACILITY AUTHORITY COMMISSION\***

Parties involved have common powers to secure the construction and operation of a fire training facility for training personnel, etc., at the Owens Tower Fire Training Facility.

Established: 12/01/73

Qualifications: Agency member Heartland Fire Training Facility Authority.

Term: Per appointing public agency.

Meetings: Second Thursdays in January, April, July, and October at Heartland Facility at 4:00 p.m.

Representative: Rob McNelis, Council Member [1/12/11; changed from alternate to representative 1/23/13]

Alternate: Ronn Hall, Council Member

Appointed: 1/12/11 [McNelis], 2/11/15 [Hall]

Reappointed: 1/25/12, 1/23/13, 1/22/14, 2/11/15 [McNelis], 1/27/16, 1/25/17

Contact: Dave Miller  
Heartland Communications Facility Authority  
1301 N. Marshall Avenue  
El Cajon, CA 92020

Phone: (619) 441-1693

*\*Stipend Received*

**LEAGUE OF CALIFORNIA CITIES**

Qualifications: Members of the City Council.

Term: Annual

Representative: John Minto, Mayor [1/26/05]

Alternate: Ronn Hall, Council Member [1/27/16]

Appointed: 1/26/05 [Minto] and 1/12/11 [McNelis]

Reappointed: 1/25/06, 1/24/07, 1/23/08, 1/28/09, 1/27/10, 1/12/11, 1/25/12, 1/23/13, 1/22/14, 2/11/15, 1/27/16 [Minto], 1/25/17

Address: League of California Cities  
P.O. Box 82081  
San Diego, CA 92138-2081

Phone: (619) 733-1751

Contact Person: Catherine Hill, Regional Representative

LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**METROPOLITAN TRANSIT SERVICES (MTS) (formerly MTDB)\***

Established: 1/31/85 [City Council Minutes].

Qualifications: Members of the City Council.

Term: Annual

Meetings: Third Thursday monthly at 9:00 a.m.

Representative: Ronn Hall, Council Member [05/10/17]

Alternate: (Vacant)

Appointed: 1/12/11, 1/25/17 [Hall], 5/10/17 [Hall as Rep]

Reappointed: 1/25/12, 1/23/13, 1/22/14, 2/11/15, 1/27/16, 1/25/17

Address: Metropolitan Transit Development Board  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

Phone: (619) 557-4515

Contact Person: Julia Tuer, Executive Assistant to CEO Paul Jablonski and Clerk of the Board

*\*Stipend Received*

LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**MISSION TRAILS REGIONAL PARK TASK FORCE**

This Committee, comprised of representatives of various cities and agencies, advises on matters pertaining to acquisition, development, operation, and maintenance of Mission Trails Regional Park.

Qualifications: Member of the City Council

Term: Annual

Membership: The Mission Trails Regional Park Task Force is comprised of two members from the San Diego City Council, one of whom shall be from the Council District in which the Regional Park is located; two members from the County Board of Supervisors, one of whom shall be from the Supervisorial District in which the Regional Park is located; one member from the Santee City Council, one member from the La Mesa City Council, and the Chairperson of the Mission Trails Regional Park Citizens Advisory Committee.

Meetings: Third Thursday of odd-numbered months at 10:00 a.m. at the Mission Trails Regional Park Visitor and Interpretive Center, One Father Junipero Serra Trail, San Diego, CA 92119.

Representative: Stephen Houlahan, Council Member [1/25/17]  
Alternate: Rob McNelis, Council Member [1/12/11; changed to Alternate 2/11/15]

Appointed: 2/11/15 [Hall], 1/12/11 [McNelis]  
Reappointed: 1/25/12, 1/23/13, 1/22/14, 2/11/15 [McNelis], 1/27/16, 1/25/17 [McNelis]

Contact Person: Steve Haupt, District Manager, Open Space Division  
Address: 202 C Street, MS 35A  
San Diego, CA 92101-3860

Phone: (619) 685-1311

LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**CITIZENS ADVISORY COMMITTEE FOR MISSION TRAILS REGIONAL PARK**

Qualifications: City of Santee resident.

Term: Although the Mayor has term length discretion, representatives typically serve a term concurrent with the appointing Mayor. Appointment process requires each of the eleven represented groups nominate a member every two years in the odd numbered years so that nomination can be considered at task force's January meeting.

Representative: Frank Bathrick

Appointed: 12/11/13

Reappointed: 1/22/14, 2/11/15, 1/27/16, 1/25/17

Alternates: Chair and Vice Chair of Santee Park and Recreation Committee (Alternates per Council meeting 03/13/91)

Meetings: Meetings are held at 7:00 p.m. on the first Tuesday of odd numbered months at the Mission Trails Regional Park Visitor and Interpretive Center.

Contact Person: Steve Haupt, District Manager, Open Space Division

Address: 202 C Street, MS 35A  
San Diego, CA 92101-3860

Phone: (619) 685-1311

LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**SAN DIEGO AIRPORT AUTHORITY BOARD**

This Joint Agency body, created January 1, 2003, convenes on matters connected to its state-mandated mission to effectively manage and operate San Diego International Airport and address the region's long-term air transportation needs.

Qualifications: A member of one of the East County City Councils or a resident of one of the East County cities.

Term: 3 years

Membership: The Airport Authority is governed by an appointed board of nine members who represent all areas of San Diego County and three ex-officio members.

Meetings: Third Thursday of every month at 9:00 a.m. on the third floor of the Administration Building (formerly the Commuter Terminal) at the San Diego International Airport.

Representative: Mary Sessom (former Lemon Grove Mayor)  
Term Expires: January 31, 2019

Appointing Authority: East County area mayors

Appointed: 2/4/13  
Reappointed: 1/27/16, 1/25/17

Contact Person: Tony Russell, Authority Clerk  
Address: San Diego International Airport  
Administration Building, 3rd Floor - Board Conference Room  
3225 N. Harbor Dr. - San Diego, CA 92101

Phone: (619) 400-2550

LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) Board of Directors\***

Qualifications: Members of the City Council

Term: Annual

Representative: John Minto, Mayor [1/25/17]

Alternate: Ronn Hall, Council Member [1/25/17]

2<sup>nd</sup> Alternate: Rob McNelis, Council Member [1/12/11]

Appointed: 1/26/05 [Dale], 1/12/11 [Minto, McNelis], 1/25/17 [Hall]

Reappointed: 1/25/06, 1/24/07, 1/23/08, 1/28/09, 1/27/10, 1/12/11, 1/25/12, 1/23/13,  
1/22/14, 2/11/15 [Dale], 1/27/16  
1/25/12, 1/23/13, 1/22/14, 2/11/15 [Minto, McNelis], 1/27/16, 1/25/17  
[McNelis]

Address: SANDAG  
401 B Street, Suite 800  
San Diego, CA 92101

Phone: (619) 699-1900

Contact Person: Tessa Lero, Clerk of the Board (619) 699-1991

*\*Stipend Received*

LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**COUNTY SERVICE AREA (CSA) 69 (PARAMEDICS)**

County Service Area (CSA) 69 (Paramedics) provides input to the County of San Diego relative to paramedic services offered to the Santee/Lakeside area. The group advises on such things as the level of services provided, how services might be better provided, and on funding and budgetary aspects of the programs within this service district.

Qualifications: City of Santee resident representative and a Member of the Santee City Council.

Term: Although the Mayor has term length discretion, Resident Representatives typically serve a term concurrent with the appointing Mayor. Council Representatives have no specified term length.

Membership: Members are appointed by participating organizations: two at-large members from the City of Santee (one resident and one City Council Member, both appointed by the Mayor with the approval of the City Council), one representative each from the Santee School District, Santee Chamber of Commerce, Lakeside Fire Protection District, Lakeside Planning Committee, Lakeside Chamber of Commerce, Lakeside Union School District, East County Fire Protection District, and Grossmont Hospital District.

Reference Dates: 11/22/82 [Council Minutes], 9/04/85 [Resolution 175-85] change in membership.

Representative: Brian Jones, Council Member [05/10/17]  
Alternate: Stephen Houlahan, Council Member [1/25/17]

Resident: Warren H. Savage, Jr.  
Appointed: 1/24/96

Reappointed: 1/24/96, 1/22/97, 1/28/98, 1/27/99, 1/26/00, 1/24/01, 1/23/02, 2/12/03, 1/28/04, 1/26/05, 1/25/06, 1/24/07, 1/23/08, 1/28/09, 1/27/10, 1/12/11, 1/25/12, 1/23/13, 1/22/14, 2/11/15, 1/27/16, 1/25/17

Contact Person: Nicole del Toro-Cummings, Administrative Secretary III

Address: San Diego County Health and Human Services Agency  
Emergency Medical Services  
6255 Mission Gorge Road  
San Diego, CA 92120-3599  
Phone: (619) 285-6476

Meetings: Meetings are held quarterly on the 2<sup>nd</sup> Thursday of the month at 4:00 p.m. during the months of February, May, September and November at Lakeside Fire Administrative Office, 12216 Lakeside Avenue, Lakeside, CA.

Staff Assistance: Fire Department

LOCAL APPOINTMENTS LIST, REVISED NOVEMBER 2017

**UNIFIED SAN DIEGO EMERGENCY SERVICES ORGANIZATION**

Address: Office of Disaster Preparedness  
5580 Overland Avenue, Suite 100  
San Diego, CA 92123

Contact Person: Shirla Hueth

Phone: (858) 715-2211

**Disaster Council**

Qualifications: Position-specific

Term: Annual

Meetings: Every other month (February, April, June, August, October, and December) on the third Thursday at 9:00 a.m.

Representatives: Mayor John Minto as Chairperson; City Manager Marlene Best as Director of Emergency Services and Director of Fire & Life Safety/Fire Chief Richard Smith as Assistant Director of Emergency Services.

Appointed: 10/26/81 [Council Minutes], 11/09/81 [Ordinance 35]



## Library Committee

Attendance: No meetings held for 2017

Council Rep.: Ronn Hall, Council Member

[Appointed 2/11/15]

Council Rep.: Rob McNelis, Council Member

[Appointed 1/25/17]

### Library Committee Members:

County Library - Santee Branch

Friends of the Library (3)

Grossmont Union HS District (2)

Santee School District

Santee School District PTA

Santee Historical Society

SMOAC

Santee Chamber of Commerce

Santee Ministerial Council

### Members-At-Large:

Kimberley Layton

Appointed: 5/10/00

Karen Stackpole

Appointed: 1/26/05

Gabriel Pina

Appointed: 6/24/09

VACANT

Appointed:

**MANUFACTURED HOME FAIR PRACTICES COMMISSION  
2017 ATTENDANCE ROSTER**

2017 COMMISSION MEMBERS	3/16/17 (Regular)	6/15/17 (Regular)	9/21/17 (Regular)	12/14/17 (Regular)
Frank Bathrick	P	P	P	
Nicholas Bradley	P	A	P	
Keshav Damoor	P	P	P	
Rusty Williams	P	P	P	
Lee Wilson	P	P	P	

KEY: P= PRESENT

E= EXCUSED ABSENCE

A= ABSENT W/O NOTIFYING STAFF

C= CANCELED MEETING

Q= ADJOURNED MEETING/ NO QUORUM

S= SPECIAL MEETING

**SALARY SETTING ADVISORY COMMITTEE  
2017 ATTENDANCE ROSTER**

COMMITTEE MEMBERS	Meeting Dates (No meetings were scheduled in 2017)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Karen Bisignano												
Bill Howell												
(Vacant)												
Marilynn Linn												
James Montague												
Warren Savage												
(Vacant)												
Keshav Damoor												

KEY: P = Present      A = Absent      C = Cancelled Meeting

Note: No meetings were scheduled in 2017.

**SANTEE PARK AND RECREATION COMMITTEE  
ATTENDANCE ROSTER  
2017**

COMMITTEE MEMBER	Meeting Dates											
	01/05	02/02	03/02	04/06	05/04	06/01	07/06 *	08/03 *	09/07	10/05	11/02	12/07
Anita Bautista	A	P	P	P	P	A	C	C	A	P	P	
Patricia Fortin	A	P	P	P	A	P	C	C	A	P	A	
Ken Fox	P	A	P	P	P	P	C	C	P	P	P	
Charles Hattaway	P	P	A	P	A	A	C	C	P	P	P	
Mason Herron	A	A	A	A	A	A	C	C	A	A		
Heather Jones	P	P	P	P	A	A	C	C	P	P	P	
Stacey LoMedico	A	P	P	P	A	P	C	C	P	A	A	
John Morley	P	P	P	P	P	P	C	C	A	P	P	
Lisa Neely	P	P	A	A	P	P	C	C	P	P	A	
Laqueta Strawn	P	P	P	A	P	P	C	C	P	A	P	
Dustin Trotter	P	P	P	P	P	P	C	C	A	P	P	
Alan Tuthill	P	A	P	A	P	P	C	C	P	P	P	
Rusty Williams	A	A	P	P	P	A	C	C	P	P	P	
Arli Wolfson	A	P	P	P	P	A	C	C	A	P	P	
<b>Previous Members:</b>												

KEY: P = PRESENT

A = ABSENT

C = CANCELLED MEETING

Notes:

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

**MEETING DATE** December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE** RESOLUTIONS APPROVING REDUCED PAYMENT OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR MISCELLANEOUS AND FIRE MANAGEMENT EMPLOYEE GROUPS AND FOR EMPLOYER PICK UP AS REQUIRED BY CALPERS AND APPROVING AN AMENDED SALARY SCHEDULE

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



**SUMMARY**

On October 25, 2017, City Council directed staff to bring an item for consideration of a change by the City in the payment and reporting of the employer paid member contribution (EPMC) towards CalPERS retirement. City Council also directed staff to amend the salary schedule to reflect a 1% salary increase for all General and Management employees. In addition, effective January 1, 2018, the hourly minimum wage for non-exempt employees in California will increase to \$11.00 per hour.

Staff has provided Resolutions for the proposed changes which are more fully described in the attached staff report. Staff recommends approval of all Resolutions.

The City intends to implement additional pay increases for all unrepresented employees effective June 28, 2018. These increases will be brought to the City Council for formal approval prior to implementation.

**FINANCIAL STATEMENT**

Implementation of these changes will result in annual budget savings of approximately \$107,000.

**CITY ATTORNEY REVIEW**

N/A

Completed

**RECOMMENDATION**

Adopt the attached Resolutions and Salary Schedule

**ATTACHMENTS (Listed Below)**

1. Staff Report
2. Resolutions (5)
  - a. Salary Schedule

## STAFF REPORT

### RESOLUTIONS APPROVING REDUCED PAYMENT OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR MISCELLANEOUS AND FIRE MANAGEMENT EMPLOYEE GROUPS AND FOR EMPLOYER PICK UP AS REQUIRED BY CALPERS AND APPROVING AN AMENDED SALARY SCHEDULE

On October 25, 2017, City Council directed staff to bring an item for consideration of a change by the City in the payment and reporting of the employer paid member contribution (EPMC) towards CalPERS retirement. The Resolution reflects direction from City Council for consideration of stopping the reporting of the employer paid member contribution as additional compensation, effective with the pay period beginning December 28, 2017, for all unrepresented employees. The Resolution also reflects direction from City Council for consideration of increases to the employees' contribution towards the member contribution (reducing the employer paid member contribution), which will result in all unrepresented employee groups paying the full member contribution by June 28, 2018.

The proposed changes for each employee group will occur as outlined below:

Effective December 28, 2017:

- Miscellaneous Tier I
  - Additional 2% employee contribution; total 6% employee contribution
- Miscellaneous Tier II
  - Additional 2% employee contribution; total 6% employee contribution
- Safety Management
  - Additional 2% employee contribution; total 6% employee contribution

Effective June 28, 2018:

- Miscellaneous Tier I
  - Additional 2% employee contribution; total 8% employee contribution
- Miscellaneous Tier II
  - Additional 1% employee contribution; total 7% employee contribution
- Safety Management
  - Additional 3% employee contribution; total 9% employee contribution

To reduce the employer paid member contribution and to end the reporting of the employer paid member contribution as additional compensation, CalPERS requires Resolutions for each group of unrepresented employees, which are included for consideration.

Section 414(h) (2) of the Internal Revenue Code allows contributions made by employees and employers to qualified retirement plans to be made on a pre-tax basis. This has the effect of reducing employees' tax obligations; because it reduces the amount of taxable gross income employees receive. In order to make these contributions on a pre-tax basis, the City is required to adopt a current "pick-up"

resolution reflecting the City's continued intent to pick up these contributions on a pre-tax basis. Adoption of the resolution does not cost the City anything, as the benefits to the employees accrue in the form of tax savings. A Resolution implementing the pick-up is included for consideration.

In addition, City Council directed staff to bring an item to City Council for consideration of a 1% salary increase for all General and Management employees. California Code of Regulations, Title 2, Section 570.5 requires that, for purposes of determining a retiring employee's pension allowance, the pay rate be limited to the amount listed on a publicly approved pay schedule. Therefore, to implement the proposed change and ensure that it is included within employees' retirement calculations, the salary schedule must be amended. Staff has provided a Resolution amending the Hourly, General and Management salary schedule to reflect a 1% salary increase effective December 28, 2017.

Effective January 1, 2018, the hourly minimum wage for non-exempt employees in California will increase from \$10.50 to \$11.00 per hour. The proposed salary schedule also reflects increases to certain part-time salary bands affected by the California minimum wage increase.

Approval of all Resolutions will implement the changes described above. Staff recommends approval of these Resolutions.

The City also intends to implement additional pay increases for all unrepresented employees effective June 28, 2018. All general and non-safety management employees will receive an additional 1% salary increase and safety management employees will receive an additional 2% salary increase. These increases are in addition to the 2.5% salary increase already planned to be effective on June 28, 2018. These increases will be brought to the City Council for formal approval prior to implementation.

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,  
CALIFORNIA, FOR EMPLOYER PAID MEMBER CONTRIBUTIONS  
(TIER I MISCELLANEOUS EMPLOYEES)**

**WHEREAS** the governing body of the City of Santee has the authority to implement Government Code Section 20691; and

**WHEREAS**, the governing body of the City of Santee has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer; and

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Santee of a Resolution to commence said Employer Paid Member Contributions (EPMC); and

**WHEREAS**, the City of Santee was previously paying EPMC and reporting the value of EPMC, but intends to stop reporting the value of EPMC, but to continue paying EPMC, as set forth herein; and

**WHEREAS**, the governing body of the City of Santee has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all Tier I Miscellaneous employees, except New Members as that term is defined in the California Public Employees' Pension Reform Act of 2013, pursuant to the terms set forth below.
- Effective December 28, 2017, this benefit shall consist of paying 2% of the normal member contributions as EPMC.
- Effective June 28, 2018, this benefit shall consist of paying 0% of the normal member contributions as EPMC.

The effective date of this Resolution shall be December 13, 2017.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the City of Santee elects to pay EPMC, as set forth above.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13<sup>th</sup> day of December, 2017, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

**ATTEST:**

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

\_\_\_\_\_  
**SARA REAL, DEPUTY CITY CLERK**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,  
CALIFORNIA, FOR EMPLOYER PAID MEMBER CONTRIBUTIONS  
(TIER II MISCELLANEOUS EMPLOYEES)**

**WHEREAS** the governing body of the City of Santee has the authority to implement Government Code Section 20691; and

**WHEREAS**, the governing body of the City of Santee has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer; and

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Santee of a Resolution to commence said Employer Paid Member Contributions (EPMC); and

**WHEREAS**, the City of Santee was previously paying EPMC and reporting the value of EPMC, but intends to stop reporting the value of EPMC, but to continue paying EPMC, as set forth herein; and

**WHEREAS**, the governing body of the City of Santee has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all Tier II Miscellaneous employees, except New Members as that term is defined in the California Public Employees' Pension Reform Act of 2013, pursuant to the terms set forth below.
- Effective December 28, 2017, this benefit shall consist of paying 1% of the normal member contributions as EPMC.
- Effective June 28, 2018, this benefit shall consist of paying 0% of the normal member contributions as EPMC.

The effective date of this Resolution shall be December 13, 2017.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the City of Santee elects to pay EPMC, as set forth above.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13<sup>th</sup> day of December, 2017, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

**ATTEST:**

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

\_\_\_\_\_  
**SARA REAL, DEPUTY CITY CLERK**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,  
CALIFORNIA, FOR EMPLOYER PAID MEMBER CONTRIBUTIONS  
(FIRE MANAGEMENT EMPLOYEES)**

**WHEREAS** the governing body of the City of Santee has the authority to implement Government Code Section 20691; and

**WHEREAS**, the governing body of the City of Santee has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer; and

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Santee of a Resolution to commence said Employer Paid Member Contributions (EPMC); and

**WHEREAS**, the City of Santee was previously paying EPMC and reporting the value of EPMC, but intends to stop reporting the value of EPMC, but to continue paying EPMC, as set forth herein; and

**WHEREAS**, the governing body of the City of Santee has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all Fire Management employees (Fire Battalion Chief, Fire Division Chief, Deputy Fire Chief, Director of Fire & Life Safety/Fire Chief), except New Members as that term is defined in the California Public Employees' Pension Reform Act of 2013, pursuant to the terms set forth below.
- Effective December 28, 2017, this benefit shall consist of paying 3% of the normal member contributions as EPMC.
- Effective June 28, 2018, this benefit shall consist of paying 0% of the normal member contributions as EPMC.

The effective date of this Resolution shall be December 13, 2017.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the City of Santee elects to pay EPMC, as set forth above.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13<sup>th</sup> day of December, 2017, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

**ATTEST:**

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

\_\_\_\_\_  
**SARA REAL, DEPUTY CITY CLERK**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,  
CALIFORNIA, FOR EMPLOYER PICK UP**

**WHEREAS**, the City Council of the City of Santee, as the governing body of the City, has the authority to implement the provisions of Section 414(h)(2) of the Internal Revenue Code (IRC); and

**WHEREAS**, the Board of Administration of the Public Employees' Retirement System adopted its resolution regarding Section 414(h)(2) IRC on September 18, 1985; and

**WHEREAS**, the Internal Revenue Service has stated in December 1985, that the implementation of the provisions of Section 414(h)(2) IRC pursuant to the Resolution of the Board of Administration would satisfy the legal requirements of section 414(h)(2) IRC; and

**WHEREAS**, the City of Santee has determined that even though the implementation of the provisions of Section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to its employees who are members of the Public Employees' Retirement System:

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the City of Santee will implement the provisions of Section 414(h) (2) Internal Revenue Code by making employee contributions pursuant to California Government Code Section 20691 to the Public Employees' Retirement System on behalf of its employees who are members of the Public Employees Retirement System. "Employee contributions" shall mean those contributions to the Public Employees' Retirement System which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code section 20691.

2. That the contributions made by the City of Santee to the Public Employees' Retirement System, although designated as employee contributions, are being paid by the City of Santee in lieu of contributions by the employees who are members of the Public Employees' Retirement System.

3. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City of Santee to the Public Employees' Retirement System.

4. That the City of Santee shall pay to the Public Employees' Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.

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

5. That the amount of the contributions designated as employee contributions and paid by the City of Santee to the Public Employees' Retirement System on behalf of an employee shall be the entire contribution required of the employee by the Public Employees' Retirement Law (California Government Code sections 20000, et seq.).

6. That the contributions designated as employee contributions made by the City of Santee to the Public Employees' Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the Public Employees' Retirement System.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13<sup>th</sup> day of December, 2017, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**SARA REAL, DEPUTY CITY CLERK**

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,  
CALIFORNIA, APPROVING THE SALARY SCHEDULE FOR HOURLY, GENERAL  
AND MANAGEMENT EMPLOYEES AND THE PAYMENT OF EMPLOYER PAID  
MEMBER CONTRIBUTIONS TO CALPERS**

**WHEREAS**, the City Council desires to provide a 1% across the board salary increase to General and Management employees effective December 28, 2017; and

**WHEREAS**, effective January 1, 2018, the hourly minimum wage for non-exempt employees in California will increase from \$10.50 to \$11.00 per hour; and

**WHEREAS**, the Hourly, General, and Management salary schedule has been updated to reflect a 1% salary increase for General and Management employees and increases to certain part-time salary bands affected by the minimum wage increase, which are included as part of Exhibit "A"; and

**WHEREAS**, the City Council desires to decrease its payment of employer paid member contributions (EPMC) towards CalPERS retirement benefits, by increasing employees' contributions to the member contribution as follows:

- Miscellaneous Tier I – Effective December 28, 2017, an additional 2% employee contribution; total 6% employee contribution
- Miscellaneous Tier II – Effective December 28, 2017, an additional 2% employee contribution; total 6% employee contribution
- Safety Management – Effective December 28, 2017, an additional 2% employee contribution; total 6% employee contribution
- Miscellaneous Tier I – Effective June 28, 2018, an additional 2% employee contribution; total 8% employee contribution
- Miscellaneous Tier II – Effective June 28, 2018, an additional 1% employee contribution; total 7% employee contribution
- Safety Management – Effective June 28, 2018, an additional 3% employee contribution; total 9% employee contribution

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Santee, California, does hereby find, determine and declare the salary schedule for Hourly, General and Management employees is hereby updated as provided in Exhibit "A" effective December 28, 2017.

**RESOLUTION NO.**

**BE IT FURTHER RESOLVED** that the City of Santee will continue to pay EPMC for the unrepresented employees of the City of Santee, subject to the increased contributions by employees set forth above.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13<sup>th</sup> day of December, 2017, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**SARA REAL, DEPUTY CITY CLERK**

Attachment: Exhibit A –Salary Schedule effective December 28, 2017

CITY OF SANTEE  
 FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE  
 EFFECTIVE JUNE 29, 2017

Exhibit A

Classification		A	B	C	D	E
<b>Fire Captain / PM</b> <b>Base salary</b>	Hourly	30.27	31.79	33.38	35.05	36.80
	Annual	88,160.22	92,569.22	97,197.40	102,056.56	107,159.98
<i><b>Educational Incentive</b></i>						
Fire Captain / PM 31-45 units = 1.5% over base	Hourly	30.73	32.27	33.88	35.57	37.35
	Annual	89,482.43	93,957.77	98,655.44	103,587.55	108,767.40
Fire Captain / PM 46 units and over = 3.0% over base	Hourly	31.18	32.74	34.38	36.10	37.90
	Annual	90,804.93	95,346.30	100,113.48	105,117.98	110,374.53
Fire Captain / PM A.A. Degree = 4.5% over base	Hourly	31.64	33.22	34.88	36.62	38.46
	Annual	92,127.43	96,734.56	101,571.22	106,648.98	111,981.94
Fire Captain / PM Bachelor Degree = 6% over base	Hourly	32.09	33.70	35.38	37.15	39.01
	Annual	93,449.64	98,123.09	103,029.26	108,179.98	113,589.66

CITY OF SANTEE  
 FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE  
 EFFECTIVE JUNE 29, 2017

Exhibit A

<u>Classification</u>		A	B	C	D	E
<b>Fire Captain</b> Base salary	Hourly	28.97	30.42	31.94	33.54	35.21
	Annual	84,363.73	88,582.69	93,011.59	97,661.69	102,544.79
<b><i>Educational Incentive</i></b>						
Fire Captain 31-45 units = 1.5% over base	Hourly	29.41	30.88	32.42	34.04	35.74
	Annual	85,629.12	89,911.25	94,407.06	99,126.64	104,082.99
Fire Captain 46 units and over = 3.0% over base	Hourly	29.84	31.33	32.90	34.54	36.27
	Annual	86,894.82	91,240.09	95,801.95	100,591.32	105,621.20
Fire Captain A.A. Degree = 4.5% over base	Hourly	30.27	31.79	33.38	35.05	36.80
	Annual	88,160.22	92,568.94	97,197.11	102,056.56	107,159.41
Fire Captain Bachelor Degree = 6% over base	Hourly	30.71	32.25	33.86	35.55	37.33
	Annual	89,425.62	93,897.50	98,592.57	103,521.24	108,697.60

CITY OF SANTEE  
 FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE  
 EFFECTIVE JUNE 29, 2017

Exhibit A

<u>Classification</u>		A	B	C	D	E
<b>Fire Engineer/PM</b> <b>Base salary</b>	Hourly	25.97	27.25	28.58	30.04	31.47
	Annual	75,629.28	79,341.01	83,237.62	87,484.06	91,627.61
<b><i>Educational Incentive</i></b>						
Fire Engineer / PM 31-45 units = 1.5% over base	Hourly	26.36	27.65	29.01	30.49	31.94
	Annual	76,763.92	80,530.99	84,485.88	88,796.37	93,001.92
Fire Engineer / PM 46 units and over = 3.0% over base	Hourly	26.75	28.06	29.44	30.94	32.41
	Annual	77,898.28	81,721.29	85,734.72	90,108.37	94,376.26
Fire Engineer / PM A.A. Degree = 4.5% over base	Hourly	27.14	28.47	29.87	31.39	32.88
	Annual	79,032.63	82,911.28	86,983.25	91,420.67	95,750.87
Fire Engineer / PM Bachelor Degree = 6% over base	Hourly	27.53	28.88	30.30	31.85	33.35
	Annual	80,167.27	84,101.57	88,231.79	92,732.99	97,125.21

CITY OF SANTEE  
 FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE  
 EFFECTIVE JUNE 29, 2017

Exhibit A

<u>Classification</u>		A	B	C	D	E
<b>Fire Engineer</b> <b>Base salary</b>	Hourly	24.73	25.94	27.22	28.61	29.96
	Annual	72,012.51	75,546.01	79,256.84	83,300.19	87,246.07
<b><i>Educational Incentive</i></b>						
Fire Engineer 31-45 units = 1.5% over base	Hourly	25.10	26.33	27.63	29.04	30.41
	Annual	73,092.78	76,679.32	80,445.83	84,549.74	88,554.71
Fire Engineer 46 units and over = 3.0% over base	Hourly	25.47	26.72	28.03	29.46	30.86
	Annual	74,173.04	77,812.37	81,634.52	85,799.27	89,863.68
Fire Engineer A.A. Degree = 4.5% over base	Hourly	25.84	27.11	28.44	29.89	31.31
	Annual	75,253.02	78,945.69	82,823.49	87,048.81	91,172.32
Fire Engineer Bachelor Degree = 6% over base	Hourly	26.21	27.50	28.85	30.32	31.76
	Annual	76,333.56	80,078.73	84,012.20	88,298.35	92,480.98

CITY OF SANTEE  
 FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE  
 EFFECTIVE JUNE 29, 2017

Exhibit A

Classification		A	B	C	D	E	F	G	H
Firefighter Paramedic Base salary	Hourly	22.26	23.17	24.12	25.12	26.60	27.68	28.79	29.96
	Annual	64,813.75	67,476.33	70,249.66	73,136.61	77,465.16	80,594.63	83,850.71	87,246.07

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

	G	H
Firefighter Paramedic 31-45 units = 1.5% over base	29.23 85,108.32	30.41 88,554.71
Firefighter Paramedic 46 units and over = 3.0% over base	29.66 86,365.94	30.86 89,863.68
Firefighter Paramedic A.A. Degree = 4.5% over base	30.09 87,624.12	31.31 91,172.32
Firefighter Paramedic Bachelor Degree = 6% over base	30.52 88,881.74	31.76 92,480.98

CITY OF SANTEE  
 FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE  
 EFFECTIVE JUNE 29, 2017

Exhibit A

Classification		A	B	C	D	E	F	G	H
Firefighter Base salary	Hourly	18.89	19.83	20.73	21.86	22.96	24.10	25.31	26.57
	Annual	54,995.06	57,743.58	60,374.75	63,663.11	66,846.51	70,189.11	73,697.80	77,383.54
<b>Educational Incentive (after completing 3 1/2 years of employment)</b>								<b>G</b>	<b>H</b>
Firefighter 31-45 units = 1.5% over base								25.69	26.97
								74,803.42	78,544.27
Firefighter 46 units and over = 3.0% over base								26.07	27.37
								75,908.79	79,704.99
Firefighter A.A. Degree = 4.5% over base								26.45	27.77
								77,014.42	80,866.00
Firefighter Bachelor Degree = 6% over base								26.83	28.17
								78,119.77	82,026.43

CITY OF SANTEE  
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE  
 EFFECTIVE DECEMBER 28, 2017

Range	Classification		A	B	C	D	E
29	Account Clerk	Hourly	20.53	21.56	22.64	23.77	24.96
		Annual	42,711.49	44,847.12	47,089.54	49,444.20	51,916.21
35	Administrative Secretary	Hourly	23.81	25.00	26.25	27.57	28.95
		Annual	49,532.44	52,009.01	54,609.50	57,340.24	60,207.16
	Assistant to the City Manager	Hourly		49.81	to	67.25	
		Annual		103,612.61	to	139,877.18	
50	Assistant Engineer	Hourly	34.49	36.21	38.02	39.93	41.92
		Annual	71,737.68	75,324.77	79,091.19	83,045.49	87,197.96
58	Associate Civil Engineer / Associate Traffic Engineer	Hourly	42.02	44.12	46.33	48.65	51.08
		Annual	87,405.27	91,775.91	96,364.98	101,183.08	106,242.46
49	Associate Planner	Hourly	33.65	35.33	37.10	38.95	40.90
		Annual	69,988.11	73,487.54	77,162.00	81,020.36	85,071.18
	City Clerk	Hourly		41.93	to	58.71	
		Annual		87,206.20	to	122,110.18	
	City Manager (Single Rate)	Hourly		101.79	to	101.79	
		Annual		211,725.29	to	211,725.29	
	City Planner	Hourly		49.81	to	67.25	
		Annual		103,613.06	to	139,876.88	

CITY OF SANTEE  
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE  
 EFFECTIVE DECEMBER 28, 2017

Range	Classification		A	B	C	D	E
26	Code Compliance Assistant	Hourly	19.07	20.02	21.02	22.07	23.18
		Annual	39,661.81	41,644.97	43,727.20	45,913.65	48,209.19
44	Code Compliance Officer	Hourly	29.74	31.23	32.79	34.43	36.15
		Annual	61,859.36	64,952.15	68,200.01	71,609.77	75,190.28
46	Confidential Accountant	Hourly	31.25	32.81	34.45	36.17	37.98
		Annual	64,990.99	68,240.55	71,652.59	75,235.11	78,996.96
38	Confidential Human Resources & Risk Management Technician	Hourly	25.64	26.93	28.27	29.69	31.17
		Annual	53,341.11	56,008.15	58,808.53	61,749.14	64,836.51
46	Confidential Payroll Specialist	Hourly	31.25	32.81	34.45	36.17	37.98
		Annual	64,990.99	68,240.55	71,652.59	75,235.11	78,996.96
46	Confidential Secretary to City Manager/Council	Hourly	31.25	32.81	34.45	36.17	37.98
		Annual	64,990.99	68,240.55	71,652.59	75,235.11	78,996.96
	Confidential Senior Human Resources Analyst	Hourly		37.82	to	51.05	
		Annual		78,661.40	to	106,193.58	
	Crossing Guards ^ (Single Rate)	Hourly			12.52		
43	Deputy City Clerk	Hourly	29.01	30.47	31.99	33.59	35.27
		Annual	60,350.51	63,367.93	66,536.40	69,863.34	73,356.19
	Deputy Fire Chief	Hourly		54.63	to	73.65	
		Annual		113,639.60	to	153,188.65	

CITY OF SANTEE  
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE  
 EFFECTIVE DECEMBER 28, 2017

Range	Classification		A	B	C	D	E
	Development Services Aide ^	Salary Band		11.00	to	16.76	
35	Development Services Technician	Hourly	23.81	25.00	26.25	27.57	28.95
		Annual	49,532.44	52,009.01	54,609.50	57,340.24	60,207.16
	Director of Community Services	Hourly		60.05	to	80.06	
		Annual		124,894.31	to	166,532.39	
	Director of Development Services	Hourly		59.41	to	80.10	
		Annual		123,579.59	to	166,601.81	
	Director of Finance / City Treasurer	Hourly		62.77	to	84.46	
		Annual		130,567.96	to	175,681.09	
	Director of Fire & Life Safety (Fire Chief)	Hourly		65.35	to	85.30	
		Annual		135,926.06	to	177,423.01	
	Director of Human Resources & Risk Management	Hourly		53.39	to	72.08	
		Annual		111,055.98	to	149,925.75	
	Economic Development Manager	Hourly		36.92	to	49.84	
		Annual		76,788.51	to	103,665.16	
44	Engineering Inspector	Hourly	29.74	31.23	32.79	34.43	36.15
		Annual	61,859.36	64,952.15	68,200.01	71,609.77	75,190.28

CITY OF SANTEE  
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE  
 EFFECTIVE DECEMBER 28, 2017

Range	Classification		A	B	C	D	E
39	Equipment Mechanic	Hourly	26.29	27.60	28.98	30.43	31.95
		Annual	54,674.62	57,408.48	60,278.83	63,292.83	66,457.29
35	Equipment Operator	Hourly	23.81	25.00	26.25	27.57	28.95
		Annual	49,532.44	52,009.01	54,609.50	57,340.24	60,207.16
25	Facilities Maintenance Technician	Hourly	18.60	19.53	20.51	21.54	22.61
		Annual	38,694.36	40,628.97	42,660.66	44,793.45	47,033.01
	Finance Manager	Hourly		46.35	to	62.57	
		Annual		96,408.14	to	130,151.06	
	Fire Battalion Chief (2920 hours)	Hourly		34.81	to	47.20	
		Annual		101,661.70	to	137,817.04	
	Fire Division Chief	Hourly		51.31	to	69.26	
		Annual		106,723.32	to	144,057.18	
	Fire Marshal	Hourly		46.35	to	62.57	
		Annual		96,408.14	to	130,151.06	
	Graphic Artist ^	Hourly		19.16	to	24.70	
53	Information Technology Analyst	Hourly	37.14	39.00	40.95	43.00	45.15
		Annual	77,253.67	81,116.31	85,172.55	89,430.97	93,902.68
	Information Technology Manager	Hourly		42.14	to	56.88	
		Annual		87,643.76	to	118,319.22	
	IT Systems Technician^	Hourly		27.76	to	33.74	
29	Landscape and Irrigation Maintenance Worker	Hourly	20.53	21.56	22.64	23.77	24.96
		Annual	42,711.49	44,847.12	47,089.54	49,444.20	51,916.21

CITY OF SANTEE  
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE  
 EFFECTIVE DECEMBER 28, 2017

Range	Classification		A	B	C	D	E
48	Lead Equipment Mechanic	Hourly	32.83	34.47	36.19	38.00	39.90
		Annual	68,281.10	71,695.14	75,279.66	79,043.78	82,996.09
38	Lead Maintenance Worker	Hourly	25.64	26.93	28.27	29.69	31.17
		Annual	53,341.11	56,008.15	58,808.53	61,749.14	64,836.51
29	Maintenance Worker	Hourly	20.53	21.56	22.64	23.77	24.96
		Annual	42,711.49	44,847.12	47,089.54	49,444.20	51,916.21
43	Management Assistant	Hourly	29.01	30.47	31.99	33.59	35.27
		Annual	60,350.51	63,367.93	66,536.40	69,863.34	73,356.19
	Office Aide ^	Hourly		11.00	to	16.76	
48	Parks & Landscape Supervisor	Hourly	32.83	34.47	36.19	38.00	39.90
		Annual	68,281.10	71,695.14	75,279.66	79,043.78	82,996.09
	Planning Director	Hourly		54.80	to	73.97	
		Annual		113,973.84	to	153,864.89	
	Principal Civil Engineer	Hourly		52.08	to	70.54	
		Annual		108,322.37	to	146,715.10	
	Principal Planner	Hourly		41.27	to	55.72	
		Annual		85,842.65	to	115,889.40	
	Principal Traffic Engineer	Hourly		52.08	to	70.54	
		Annual		108,322.37	to	146,715.10	

CITY OF SANTEE  
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE  
 EFFECTIVE DECEMBER 28, 2017

Range	Classification		A	B	C	D	E
38	Procurement Specialist	Hourly	25.64	26.93	28.27	29.69	31.17
		Annual	53,341.11	56,008.15	58,808.53	61,749.14	64,836.51
	Public Services Manager	Hourly		40.08	to	54.11	
		Annual		83,356.34	to	112,557.42	
43	Public Works Supervisor	Hourly	29.01	30.47	31.99	33.59	35.27
		Annual	60,350.51	63,367.93	66,536.40	69,863.34	73,356.19
	Recreation Aide ^	Hourly		11.00	to	16.76	
		Annual					
28	Recreation Coordinator	Hourly	20.03	21.04	22.09	23.19	24.35
		Annual	41,669.80	43,753.46	45,941.06	48,238.04	50,650.08
	Recreation Coordinator ^	Hourly		15.19	to	21.09	
		Annual					
	Recreation Leader ^	Hourly		11.90	to	17.50	
		Annual					
	Recreation Services Manager	Hourly		40.08	to	54.11	
		Annual		83,356.34	to	112,557.42	
	Recreation Supervisor	Hourly		28.63	to	40.90	
		Annual		59,549.83	to	85,071.18	
23	Secretary	Hourly	17.71	18.59	19.52	20.50	21.52
		Annual	36,829.73	38,671.24	40,604.70	42,634.97	44,766.89
36	Senior Account Clerk	Hourly	24.41	25.63	26.91	28.26	29.67
		Annual	50,770.86	53,309.41	55,975.02	58,773.71	61,712.60

CITY OF SANTEE  
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE  
 EFFECTIVE DECEMBER 28, 2017

Range	Classification					
		A	B	C	D	E
	Senior Civil Engineer / Senior Traffic Engineer		45.65	to	62.08	
			94,953.46	to	129,118.43	
	Senior Management Analyst		36.02	to	48.62	
			74,915.63	to	101,136.73	
	Senior Planner		35.89	to	48.45	
			74,645.23	to	100,773.53	
48	Senior Procurement Specialist	32.83	34.47	36.19	38.00	39.90
		68,281.10	71,695.14	75,279.66	79,043.78	82,996.09
48	Special Events Supervisor	32.83	34.47	36.19	38.00	39.90
		68,281.10	71,695.14	75,279.66	79,043.78	82,996.09
	Special Projects Coordinator ^		31.52	to	42.55	
	Storm Water Program Assistant^		27.76	to	33.74	
50	Storm Water Program Manager	34.49	36.21	38.02	39.93	41.92
		71,737.68	75,324.77	79,091.19	83,045.49	87,197.96
	Student Intern ^		11.00	to	16.00	
	Student Intern ^ (Graduate)		11.00	to	17.60	
	^Part-time, temporary status					

CITY OF SANTEE  
MAYOR AND CITY COUNCIL MEMBERS SALARY SCHEDULE  
EFFECTIVE JANUARY 1, 2017

<b>Range</b>	<b>Classification</b>		
	City Council Member	Monthly	1,686.24
		Annual	20,234.88
	Mayor	Monthly	2,841.84
		Annual	34,102.08

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

1G

**MEETING DATE**      December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**      **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH DALEY & HEFT, LLP FOR ON-CALL LEGAL SERVICES RELATED TO INSURANCE DEFENSE**

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

**SUMMARY**

The City maintains insurance coverage to provide a broad range of public entity liability protection, including protection from claims related to dangerous condition, road design, paramedic liability, etc. Following the dissolution of San Diego Pooled Insurance Program Authority ("SANDPIPA") in 2016, the City joined the California State Association of Counties Excess Insurance Authority ("CSAC-EIA"). As part of this shift, City staff believed it would be appropriate to formalize the City's relationship with the law firm that handles the City's insurance defense, Daley & Heft, LLP. Daley & Heft, LLP has successfully provided insurance defense services to the City for several years, and the City desires that Daley & Heft, LLP continue to provide these services.

The attached Professional Services Agreement for on-call legal services establishes the terms and conditions by which Daley & Heft, LLP will continue to provide insurance defense services to the City on an as-needed basis. This one-year Agreement sets the hourly rates for attorneys and paralegals for general public entity legal services, specialty litigation, and appellate work. The Agreement does not establish an annual not-to-exceed amount. Instead, a budget will be set for each individual matter.

Daley & Heft has already executed the Agreement and looks forward to continuing to serve the City.

**FINANCIAL STATEMENT** 

Funding for this agreement is included in the adopted Risk Management Budget or is reimbursed by CSAC-EIA for claims that exceed the City's self-insured retention of \$150,000.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** 

Approve the Professional Services Agreement with Daley & Heft, LLP.

**ATTACHMENTS**

Professional Services Agreement with Daley & Heft, LLP.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF SANTEE  
AND  
DALEY & HEFT LLP**

This Agreement for Professional Services ("Agreement") is made and entered into this \_\_\_\_ day of December 2017, by and between the City of Santee ("City"), a California charter city, and Daley & Heft LLP, a California limited liability partnership ("Consultant").

**RECITALS**

- A. City is a charter city and is in need of non-exclusive, on-call professional legal services related to insurance defense ("Services").
- B. Consultant is duly licensed and/or has the necessary qualifications to provide such Services.
- C. The parties' desire by this Agreement to establish the terms for the City to retain Consultant to provide the Services described herein.

**AGREEMENT**

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

**1. Services**

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

The City makes no representation regarding the amount or type of services, if any, that Consultant will be asked to provide to the City during the term(s) of this on-call Agreement. It is expressly understood that the City is under no obligation to request any Services from Consultant and no minimum amount of work is contemplated under this Agreement.

**2. Compensation**

- a. Subject to paragraphs 2(b) - (c) below, City shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit 'B' attached hereto and hereby made a part of this Agreement; provided, however that the contents of this Agreement shall supersede any provision in Exhibit 'B' that is inconsistent herewith.
- b. Each month Consultant shall furnish City with an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 2(c). In the event any charges or expenses are disputed, the original invoice shall be returned by City to Consultant for correction and resubmission.
- c. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice; provided however, that untimely invoices may be subject to nonpayment if funding has not been appropriated

or budgeted for payment of the invoice due to Consultant's untimely submission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

**3. Additional Work**

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

**4. Maintenance of Records**

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

**5. Ownership and Use of Work**

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

**6. Findings Confidential**

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

**7. Conflict of Interest**

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

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

Consultant shall perform its services hereunder in a prompt and timely manner, and in accordance with the Activity Schedule shown in Exhibit 'C' attached hereto and made a part hereof; provided, however, that the contents of this Agreement shall supersede any provisions in Exhibit 'C' that is inconsistent herewith. Work shall commence upon receipt of a written Notice to Proceed from the City. The Notice to Proceed shall set forth the date of commencement of the work. Unless a different date is set forth in the Activity Schedule, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement unless terminated sooner pursuant to the provisions of this Agreement or the Work is complete. Such term may be extended upon written agreement of both City and Consultant.

**9. Delays in Performance**

Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing

party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

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

**10. Compliance with Law**

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

**11. Standard of Care**

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

**12. Assignment and Subconsultants**

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

**13. Independent Consultant**

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

**14. Integration**

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

**15. Insurance**

a. Commercial General Liability

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

b. Automobile Liability

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

c. Workers' Compensation/Employer's Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.
- (ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.

- (iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.
- (iv) Before beginning work, the Consultant shall furnish to the City satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this Section.

d. Professional Liability (Errors and Omissions)

- (i) At all times during the performance of the work under this Agreement and for 60 (sixty) months following the date of final payment under the Agreement, the Consultant shall maintain Professional Liability insurance, in a form and with insurance companies acceptance to the City and in an amount indicated herein.

e. Cyber Liability.

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

f. Minimum Policy Limits Required.

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

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury (including death) and property damage
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)
Cyber Liability Insurance	\$1,000,000 per occurrence/\$2,000,000 aggregate (if Project involves electronic data processing or development of hardware or software)

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

g. Evidence Required.

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

h. Policy Provisions Required.

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

i. Qualifying Insurers.

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

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

j. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents the City may terminate the Agreement or may elect to withhold compensation in an amount sufficient to purchase insurance to replace any expired or insufficient coverage.
- (iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.
- (iv) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Services.
- (v) Neither the City, nor its City Council, nor any member of thereof, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

16. Indemnification

To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel approved by the City) and hold harmless the City and its officers, employees and elected and appointed officials, and volunteers (each, an "Indemnified Party") from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of the Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party. The acceptance or approval of the Consultant's work by an Indemnified Party shall not relieve or reduce the Consultant's indemnification obligation. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance.

17. Confidentiality

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

18. Laws, Venue, and Attorneys' Fees

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to

recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

**19. Termination or Abandonment**

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

**20. Key Personnel**

Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. Any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from involvement in the performance of the Services by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Robert R. Heft and Mitchell D. Dean.

**21. Notice**

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed as shown below and shall be effective upon receipt thereof.

CITY:

City of Santee  
Attn: City Manager  
10601 Magnolia Avenue  
Santee, CA 92071-1222

CONSULTANT:

Robert R. Heft  
Daley & Heft LLP  
462 Stevens Avenue, Suite 201  
Solana Beach, CA 92075

WITH COPY TO:

Shawn Hagerty  
Best Best & Krieger LLP  
655 West Broadway, Suite 1500  
San Diego, 92101

**22. Third Party Rights**

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

**23. Severability and Waiver**

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

**24. Nondiscrimination**

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

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

CITY OF SANTEE

CONSULTANT:

DALEY & HEFT LLP

By: \_\_\_\_\_  
Marlene D. Best, City Manager

By: /s/ Robert R. Heft  
Robert R. Heft

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: \_\_\_\_\_  
Shawn D. Hagerty

## **EXHIBIT 'A'**

### **SCOPE OF SERVICES**

Consultant will provide the City with on-call professional legal services related to insurance defense, which include, but are not limited to, the following:

1. General public entity legal services (this includes dangerous condition, road design, basic sewer back up, paramedic liability, subrogation claims, etc.).
2. Specialty litigation (this includes inverse condemnation, civil rights, employment claims, ADA, and other specialty type litigation).
3. Appellate work.

**EXHIBIT 'B'**  
**SCHEDULE OF CHARGES**

Consultant shall be paid for Services based upon the following fee schedule. The hourly rates for the following scope of services shall remain in effect for the duration of the Agreement.

General public entity legal services	\$200 per hour (attorney) \$100 per hour (paralegal)
Specialty litigation	\$220 per hour (attorney) \$100 per hour (paralegal)
Appellate work	\$250 per hour (attorney) \$100 per hour (paralegal)

**EXHIBIT 'C'**  
**ACTIVITY SCHEDULE**

The term of this Agreement shall be from one year from the date of execution, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines as set in the City's sole discretion. Consultant shall provide the Services efficiently and in a timely fashion.

City of Santee  
**COUNCIL AGENDA STATEMENT**

1H

**MEETING DATE**                      December 13, 2017                      **AGENDA ITEM NO.**

**ITEM TITLE**      **AUTHORIZE AN AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF SANTEE AND FIREWORKS & STAGE FX  
AMERICA**

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

**SUMMARY**

Santee Salutes, the City's community-wide signature event has for years featured a concert, fun zone and fireworks aerial display. Fireworks and Stage FX America (FWA) has provided a July 4<sup>th</sup> aerial fireworks display for the City of Santee since 1998.

For the last four years, although FWA's cost to purchase aerial displays has risen and the CPI for the San Diego area has increased 8.7% during this same time period, FWA has not increased the cost to perform the fireworks aerial display in Santee, which has been at \$22,500.

For 2018, FWA has proposed a fireworks aerial program similar in size and scope to those used for the last four years at an increased cost of \$23,500, which is a 4% increase from the 2017 cost.

As City staff would like to continue to use the services of FWA for the City's July 4<sup>th</sup> fireworks display, it is recommended the City Council approve a Professional Services Agreement with FWA to perform a fireworks aerial display on July 4, 2018 for an amount not to exceed \$23,500.

Staff is also recommending the City Council authorize the City Manager to sign said Professional Services Agreement on the City's behalf.

In addition, staff is recommending the City Council authorize the City Manager to sign three optional one-year extensions as long as each extension does not exceed \$23,500 plus an additional amount tied to the change in the San Diego All Urban Consumers Price Index.

**FINANCIAL STATEMENT** *m*

Funding for the 2018 agreement is included in the adopted FY 2017-18 operating budget. The July 4, 2018 Fireworks aerial display is totally funded via a contribution from Waste Management, Inc.

**RECOMMENDATION** *MAB*

1. Authorize the City Manager to execute a Professional Services Agreement with Fireworks and Stage FX America to perform a fireworks aerial display on July 4, 2018 for an amount not to exceed \$23,500; and
  
2. Authorize the City Manager to execute three optional one-year extensions not to exceed, for each extension, \$23,500 plus an additional amount tied to the change in the San Diego All Urban Consumers Price Index.

**ATTACHMENTS (Listed Below)**

None

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

**MEETING DATE**

December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**      **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, ACCEPTING THE CITYWIDE SLURRY SEAL AND ROADWAY MAINTENANCE 2017 (CIP 2017-06) AS COMPLETE**

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

**SUMMARY**

This item requests City Council accept the Citywide Slurry Seal and Roadway Maintenance 2017 (CIP 2017-06) as complete.

City Council awarded the construction contract for the Citywide Slurry Seal and Roadway Maintenance 2017 (CIP 2017-06) to All American Asphalt on June 14, 2017 in the amount of \$285,061.09 with change order authorization up to \$28,500.00. This project resurfaced a total of 14 residential streets as identified in the Pavement Management Report. A Notice to Proceed was issued on August 7, 2017 and the work was completed on October 11, 2017. Three change orders were approved in the amount of \$28,500.00 for additional work, making the total contract price \$313,561.09. The change orders included the addition of pedestrian ramps along Carefree Drive.

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

**FINANCIAL STATEMENT** *m*

This project is included in the adopted Capital Improvement Program budget as part of the Pavement Roadway Maintenance Citywide project. Funding for this project is provided by TransNet Local Street Improvements funds.

Total Budget	<u>\$353,239.75</u>
Design and Bidding	\$ 11,746.66
Construction Contract	285,061.09
Construction Change Orders	28,500.00
Construction Management and Inspection	18,795.11
Project Close Out	<u>3,000.00</u>
Total Project Cost	<u>\$347,102.86</u>

**CITY ATTORNEY REVIEW**

N/A

Completed

**RECOMMENDATION** *MSB*

Adopt the attached Resolution accepting the Citywide Slurry Seal and Roadway Maintenance 2017 (CIP 2017-06) as complete.

**ATTACHMENTS**

Resolution

Street List

Location Map

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
ACCEPTING THE CITYWIDE SLURRY SEAL AND ROADWAY MAINTENANCE 2017  
(CIP 2017-06) AS COMPLETE**

**WHEREAS**, the City Council awarded the construction contract for the Citywide Slurry Seal and Roadway Maintenance 2017 (CIP 2017-06) to All American Asphalt on June 14, 2017 for \$285,061.09; and

**WHEREAS**, City Council authorized staff to approve construction change orders not to exceed \$28,500.00; and

**WHEREAS**, Staff approved three construction change orders totaling \$28,500.00; and

**WHEREAS**, the project was completed for a total contract amount of \$313,561.09; and

**WHEREAS**, All American Asphalt has completed the project in accordance with the contract plans and specifications.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Santee, California, that the work for the construction of the Citywide Slurry Seal and Roadway Maintenance 2017 (CIP 2017-06) is accepted as complete on this date and the City Clerk is directed to record a "Notice of Completion".

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 13th day of December, 2017, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**SARA REAL, DEPUTY CITY CLERK**

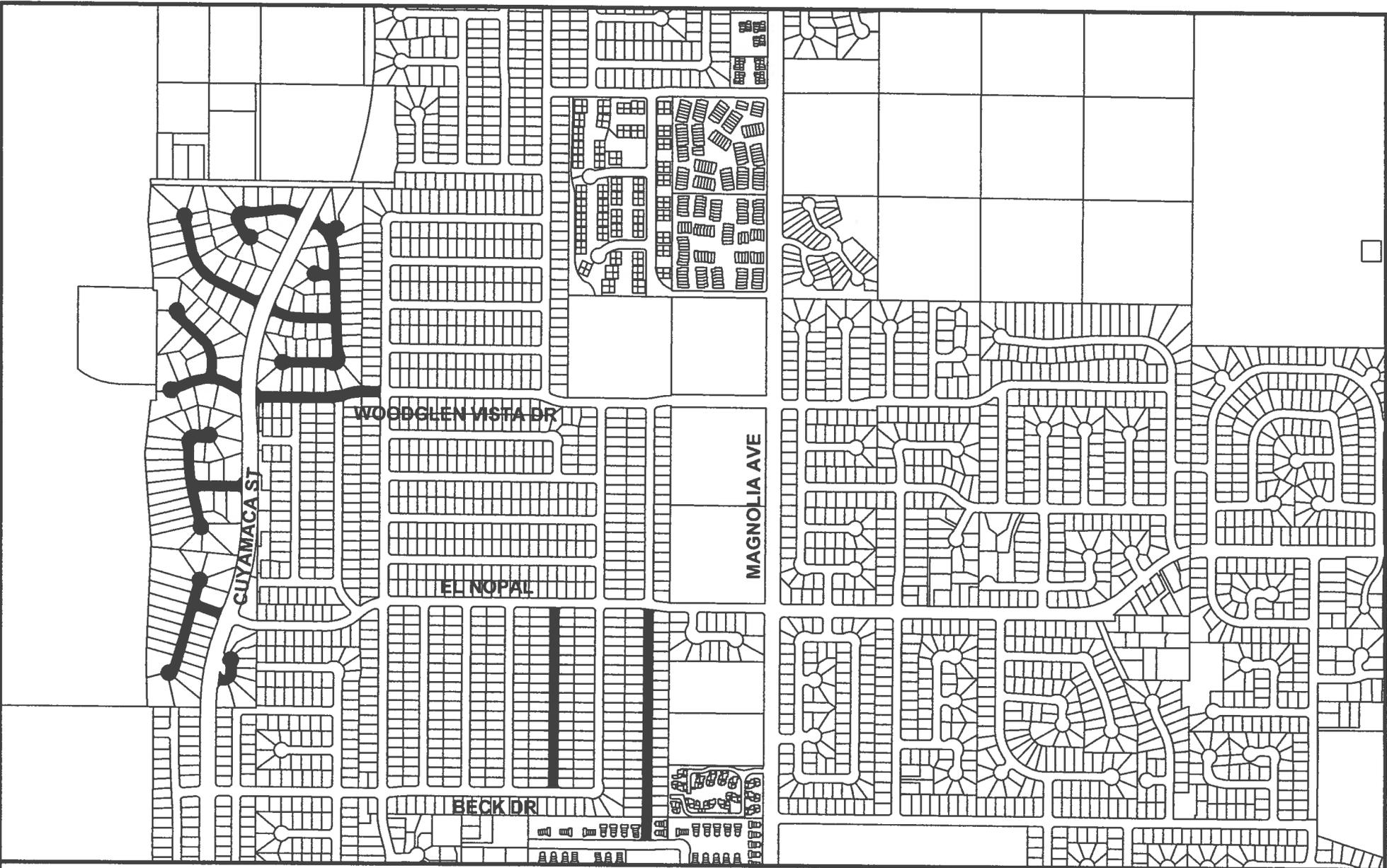
**Citywide Slurry Seal and Roadway Maintenance 2017  
CIP 2017-06**

**ZONE BB**

<b>Street</b>	<b>Begin</b>	<b>End</b>
Appalossa Ct	Chaparral Dr	Cul de Sac
Black Hills Ln	Chaparral Dr	Cul de Sac
Chaparral Dr	Cul de Sac	Black Hills Ln
El Nopal Rd	Cuyamaca St	Shenodoah Rd
Hitching Post Way	Woodglen Vista	Cul de Sac
Jay Ct	Chaparral Dr	Cul de Sac
Lariat Dr	Cul de Sac	Cul de Sac
Mandi Ln	Lariat Dr	Cuyamaca St
Mollie Ln	Cul de Sac	Chaparral Dr
Shenodoah Dr	Cul de Sac	Cul de Sac
Silverado Ct	Cuyamaca St	Cul de Sac
Woodglen Vista	Timberlane Wy	Cul de Sac

**ZONE BF**

<b>Street</b>	<b>Begin</b>	<b>End</b>
Waynecrest Ln	El Nopal	Beck Dr
Woodpark Dr	El Nopal	Beck Dr



**Citywide Slurry Seal Program 2017**  
**CIP 2017-06**



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

1J

**MEETING DATE**      December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**      RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA APPROVING THE FINAL MAP FOR THE LAS OLIVITAS PROJECT (TM 2005-14) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ASSOCIATED SUBDIVISION IMPROVEMENT AGREEMENT. LOCATION: 8850 OLIVE LANE. APPLICANT: NEW POINTE INVESTMENT 36, LLC.

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

**SUMMARY**

This item requests City Council approve the final map for the Las Olivitas project consisting of 18 residential condominium units and the associated Subdivision Improvement Agreement. On June 14, 2006, City Council adopted Resolution No. 050-2006 for Tentative Map 2005-14, approving the project located on the site addressed as 8850 Olive Lane. Development would be in substantial conformance with Development Review Permit DR 2005-30. Public improvements along the west side of Olive Lane include landscaping, sidewalk, streetscape trees, and pedestrian facilities. In addition, an existing mid-block concrete cross gutter will be replaced with an underground drainage culvert and the road surface re-constructed to provide for a smoother transition along Olive Lane. Dedications and plan approvals required by Tentative Map Resolution No. 050-2006 have been satisfied. The final map has been reviewed by the Department of Development Services and found to be technically correct, in substantial conformance with the tentative map requirements of Resolution No. 050-2006, the Santee Municipal Code and the Subdivision Map Act.

**ENVIRONMENTAL REVIEW**

A Negative Declaration (AEIS05-36) was approved for the project on April 20, 2006.

**FINANCIAL STATEMENT** *m*

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

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *MSB*

Adopt the Resolution:

1. Authorizing the approval of the final map for the Las Olivitas project, TM 2005-14; and
2. Authorizing the City Manager to execute the associated Subdivision Improvement Agreement.

**ATTACHMENTS**

Resolution  
Vicinity Map  
Subdivision Improvement Agreement

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
APPROVING THE FINAL MAP FOR THE LAS OLIVITAS PROJECT (TM 2005-14)  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ASSOCIATED  
SUBDIVISION IMPROVEMENT AGREEMENT.**

**LOCATION: 8850 OLIVE LANE.  
APPLICANT: NEW POINTE INVESTMENT 36, LLC.**

**WHEREAS**, on June 14, 2006, the City Council adopted Resolution No. 050-2006 approving Tentative Map 2005-14, a residential condominium development comprised of 18 units on the site addressed as 8850 Olive Lane; and

**WHEREAS**, on April 20, 2006 a Negative Declaration (AEIS05-36) was approved for the project, compliant with the requirements of the California Environmental Quality Act; and

**WHEREAS**, the developer New Pointe Investment 36, LLC. has complied with all provisions of the tentative map approval required for recordation of the Final Map; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Santee does hereby approve the Final Map of Tentative Map 2005-14.

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

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 13<sup>th</sup> day of December 2017, by the following vote to wit:

**AYES:  
NOES:  
ABSENT:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**SARA REAL, DEPUTY CITY CLERK**



Vicinity Map  
Las Olivitas (TM2005-14)

**CITY OF SANTEE  
SUBDIVISION IMPROVEMENT AGREEMENT**

DATE OF AGREEMENT: December 13, 2017

NAME OF SUBDIVIDER: New Pointe Investment 36, LLC  
(referred to as "Subdivider")

NAME OF SUBDIVISION: Las Olivitas  
(referred to as "Subdivision")

TENTATIVE MAP RESOLUTION  
AND DATE OF APPROVAL: Resolution No. 050-2006, June 14, 2006  
(referred to as "Resolution of Approval")

IMPROVEMENT PLAN NO(S): 2017-285 to -296

GRADING PLAN NO(S): 2017-264 to -284

LANDSCAPE PLAN NO(S): 2017-264 to -284  
(all hereinafter referred to as "Improvement Plans")

ESTIMATED TOTAL COST OF GRADING AND LANDSCAPING: \$ 367,421

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$ 136,198

ESTIMATED TOTAL COST OF MONUMENTATION: \$ 2,500

SURETY/FINANCIAL INSTITUTION: SURETEC INSURANCE COMPANY

ADDRESS: 3131 CAMINO DEL RIO N., SUITE 1450, SAN DIEGO, CA 92108

FORM OF SECURITY: BOND

SECURITY ID NOS.: 4416981

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

## RECITALS

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

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

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

1. Subdivider's Obligations to Construct Improvements.

Subdivider shall:

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

IMPROVEMENTS

DEADLINE DATE

City of Santee Plans Drawing

Prior to first occupancy and/or

Nos. 2017-264 to -296

per Director of Development Services

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

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

schedule inspections.

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

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

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

3. Security. Subdivider shall at all times guarantee Subdivider's performance of this agreement by furnishing to City, and by maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by City for the purposes and in the amounts as follows:

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

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

4. Guarantee or Warranty for One Year. In addition to any other remedy in law or equity, Subdivider shall guarantee or warranty the work done pursuant to this agreement for a period of one year after final acceptance by the City Council of the work and improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed

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

5. Release of Securities. The securities required by this agreement shall be released as follows:
  - a. Security given under Paragraph 3.a as Grading and Landscaping Security shall be released in accordance with the City Design and Development Manual procedures for release of grading and erosion control securities.
  - b. Security given under Paragraph 3.b as Faithful Performance Security shall be released upon the final completion and acceptance of the improvements by the City. An amount equal to ninety percent (90%) of the security shall be released with the provision for ten percent (10%) of the original security amount to be retained as Warranty Security for guarantee and warranty of the work performed.
  - c. Security given under Paragraph 3.c as Labor and Material Security shall be released six months after the completion and acceptance of the work. The amount released shall be reduced to an amount equal to 125% of the total amounts claimed by all claimants for whom liens have been filed and of which notice has been given to the City, conditioned upon the payment of said claims together with costs of suit plus reasonable attorney's fees, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security is to be released upon the settlement of all claims and obligations for which the security was given.
  - d. Security given under Paragraph 3.d as Warranty Security shall be released after expiration of the warranty period providing any claims filed during the warranty period have been settled. As

provided in Paragraph 4, the warranty period shall not commence until final acceptance of all work and improvements by the City.

- e. Security given under Paragraph 3.e as Monumentation Security shall be released upon receipt by the City Engineer of written notice by the Subdivider, stating that monuments have been set in accordance with Subdivision Laws and receipt of evidence the Subdivider has paid the Engineer or Surveyor for the setting of subdivision monuments.
  - f. The City may retain from any security released, an amount sufficient to cover costs, reasonable expenses, and fees, including reasonable attorneys' fees.
6. Inspection and Acceptance. Subdivider shall at all times maintain proper facilities and safe access for inspection of the public improvements by City inspectors and to the shops wherein any work is in preparation. Upon completion of the work the Subdivider shall request a final inspection by the City. Upon receipt of the request the City will make final inspection within fifteen (15) days. If the City Engineer, or his/her authorized representative, determines that the work has been completed in accordance with this agreement, they shall certify the completion of the public improvements to the City Council. If the City Council determines that the improvements have been completed as required by this agreement, they shall accept the improvements within thirty (30) days. No improvements shall be accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. Subdivider shall bear all costs of inspection and certification.
7. Final Acceptance of Work. Acceptance of the work on behalf of City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. Such acceptance shall not constitute a waiver of defects by City, nor of the applicable statutes of limitation.
8. Alteration to Improvement Plans.
- a. Any changes, alterations or additions to the Improvement Plans and specifications or to the improvements which are mutually agreed upon by City and Subdivider, not exceeding ten percent (10%) of the original estimated cost of the improvement or \$50,000 whichever is less, shall not change the amount of security required under Paragraph 3. In the event such changes, alterations, or additions exceed such amounts, Subdivider shall provide additional security as required by Paragraph 3 of this agreement based on the Total Estimated Cost of Improvements as changed, altered, or amended, minus any completed partial releases allowed by Paragraph 5 of this agreement.



any other obligation under this agreement.

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

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

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

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

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

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

18. Sale or Disposition of Subdivision. Sale or other disposition of this property will not relieve Subdivider from the obligations set forth herein. If Subdivider sells the property or any portion of the property within the subdivision to any other person, the Subdivider may request a novation of this agreement and a substitution of security. Upon approval of the novation by City and substitution of securities approved by City, the Subdivider may request a release or reduction of the securities required by this agreement. Nothing in the novation shall relieve the Subdivider of the obligations under Paragraph 17 for the work or improvement done by Subdivider.
19. Time is of the Essence. Time is of the essence in this agreement. Unless otherwise noted all "days" shall be construed to mean calendar days.
20. Time for Commencement of Work; Time Extensions. Subdivider shall commence substantial construction of the improvements required by this agreement not later than nine (9) months prior to the time for completion. In the event good cause exists, as determined by the City Engineer, the time for commencement of construction or completion of the improvements may be extended. The extension shall be made in writing executed by the City Manager. Any such extension may be granted without notice to Subdivider's Surety and shall in no way affect the validity



In the event a party chooses to bring an action to enforce this agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees in enforcing the terms of this agreement.

26. Incorporation of Recitals. The Recitals to this agreement are hereby incorporated into the terms of this agreement.
27. Entire Agreement. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties. In the case of the City, the appropriate party shall be the City Manager.
28. Force Majeure. Delay, other than delay in the commencement of work, resulting from an act of City, or by an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prohibits the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, shall constitute good and sufficient cause for a time extension.

Executed by SUBDIVIDER this 11<sup>th</sup> day of November, 2017.

SUBDIVIDER:

CITY OF SANTEE, a municipal corporation of the State of California

New Pointe Investments 36, LLC

(Name of Subdivider)  
A California Limited Liability Company

By: \_\_\_\_\_  
(sign here)

Scot C Sandstrom  
(print name here)

President, New Pointe Communities, Inc  
(title and organization of signatory)

by A California Corporation  
Managing Member

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

City Manager

Attest: \_\_\_\_\_

Patsy Bell,  
CMC, City Clerk

By: \_\_\_\_\_  
(sign here)

\_\_\_\_\_  
(print name here)

\_\_\_\_\_  
(title and organization of signatory)

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

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

BONDING ESTIMATE FOR:  
8850 Olive Lane



DWG# G-1266  
TM-2005-14  
10/30/2017  
JN:1034

PREPARED BY:  
REC Consultants  
2442 Second Ave, San Diego 92101  
(619) 232-9200

**PUBLIC IMPROVEMENTS**

ITEM	UNIT	Qty	UNIT PRICE	COST
CATCH BASIN (SDRSD D-8)	EA	1	\$3,900.00	\$3,900.00
1.5'x3' CONCRETE BOX CULVERT	LF	58	\$1,100.00	\$63,800.00
4" AC PAVING	SF	6600	\$1.75	\$11,550.00
11" AGGREGATE BASE	SF	6600	\$2.00	\$13,200.00
AC PAVING REMOVAL	SF	4292	\$2.00	\$8,584.00
2" AC GRIND AND OVERLAY	SF	3955	\$0.45	\$1,779.75
6" AC BERM	LF	87	\$9.50	\$826.50
MODIFIED DRIVEWAY PER G-14	SF	600	\$7.00	\$4,200.00
SIDEWALK	SF	400	\$5.00	\$2,000.00
CURB RAMP	EA	2	\$1,600.00	\$3,200.00
6" CURB AND GUTTER	LF	70	\$20.00	\$1,400.00
CURB INLET (SDRSD D-6 TYPE B)	EA	1	\$3,850.00	\$3,850.00
2" AC PAVING (TEMPORARY SIDEWALK)	SF	526	\$1.00	\$526.00
EROSION CONTROL (SWPPP)	LS	1	\$5,000.00	\$5,000.00

Total Public Improvements \$123,816.25  
 Plus 10% Contingency \$12,381.63  
 Public Improvement Bond \$136,197.88

Public Improvement Bond \$136,198

<b>FOR CITY USE ONLY</b>
A bond in the amount of \$ _____ will satisfy the provisions of the municipal Code for the improvement of Las Olivitas
Estimated time of completion is _____

*Jonathan Raab Rydeen* 10/31/17  
 Prepared By RCE No. Date  
 Jonathan Raab Rydeen, RCE 64811, EXP. 6/30/19

CA 01011 D



**Civil Engineering • Environmental  
Land Surveying**  
2442 2<sup>nd</sup> Ave  
San Diego, CA 921018  
Ph (619) 232 9200 • Fax (619) 232 9210

Consultants, Inc.

November 9, 2017

John Keane

**City of Santee**

Department of Development Services  
10601 Magnolia Avenue  
Santee, CA 92071

Subject: Los Olivitas (Olive Lane) TM 2005-14  
Re: Delayed Monumentation Letter

Dear Mr. Keane:

This is a request for a delayed monumentation bond to be posted in the amount of \$2,500.00 prior to the map recordation as allowed by Section 66496 of the California Subdivision Map Act.

If you have any questions, please contact our office at your convenience.

Sincerely,



A handwritten signature in black ink, appearing to read 'AJR', written over a horizontal line.

Alan J. Ream, L.S. 7619

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

1K

**MEETING DATE**    December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**    **RESOLUTION AUTHORIZING THE APPLICATION FOR HOUSING RELATED PARKS PROGRAM FUNDING AND AUTHORIZING EXPENDITURE OF GRANT FUNDS NOT TO EXCEED \$321,431**

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

**SUMMARY**

In June 2017 the California Department of Housing and Community Development awarded the City a Housing Related Park Program grant of \$321,431 to support improvements at Mast Park. Although the City has previously adopted a resolution authorizing City staff to apply for the grant, the Department has requested a new resolution that includes the dollar amount of the grant award within a specific format that meets the Department's legal requirements. The new resolution will allow the Department to issue a standard grant agreement and make the funds available to the City.

Staff is recommending the City Council approve the Resolution authorizing staff to apply for this grant and authorizing the City Manager to execute the application and any agreements involved with the State Housing-Related Parks Program.

**ENVIROMENTAL REVIEW**

This action does not qualify as a project for purposes of environment review under the California Environmental Quality Act. Environmental review will occur prior to the start of construction for the redevelopment of Mast Park.

**FINANCIAL STATEMENT** *m*

The grant funds from the state will help offset costs associated with the redevelopment of Mast Park.

**CITY ATTORNEY REVIEW**

N/A     Completed

**RECOMMENDATION** *MDB*

Approve the Resolution

1. Authorizing the City Manager to apply for Housing Related Parks ("HRP") Program funding; and
2. Authorizing the City Manager to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement), and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").

**ATTACHMENTS**

Resolution

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
AUTHORIZING THE APPLICATION FOR HOUSING RELATED PARKS GRANT  
FUNDING AND AUTHORIZING EXPENDITURE OF GRANT FUNDS NOT TO  
EXCEED \$321,431**

**WHEREAS**, the State of California, Department of Housing and Community Development (Department) issued a Notice of Funding Availability dated Nov. 21, 2016 (NOFA), under its Housing Related Parks (HRP) Program; and

**WHEREAS**, the City of Santee desires to apply for a HRP Program grant and submit the Designated 2016 Program Year Application Package released by the Department for the HRP Program; and

**WHEREAS**, the Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Santee, California, is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released November 2016 for the Designated 2016 Program Year in an amount not to exceed \$321,431; and

**BE IT FURTHER RESOLVED** that if the application is approved, the City is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in an amount not to exceed \$321,431, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents"); and

**BE IT FURTHER RESOLVED** that the City of Santee shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of Santee hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package; and

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

**BE IT FURTHER RESOLVED** that the City Manager or designee is hereby authorized to execute the City of Santee HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13<sup>TH</sup> day of December, 2017, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**SARA REAL, DEPUTY CITY CLERK**

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

**MEETING DATE**      December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**    PUBLIC HEARING FOR A TENTATIVE MAP (TM2015-4), DEVELOPMENT REVIEW PERMIT (DR2015-8), AND MITIGATED NEGATIVE DECLARATION (AEIS2015-14) AND A MITIGATION MONITORING AND REPORTING PROGRAM PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR 40 MULTI-FAMILY DWELLING UNITS, DEVELOPED ON A TWO-ACRE SITE LOCATED ON THE NORTHEAST CORNER OF BUENA VISTA AVENUE AND MISSION GREENS ROAD, IN THE MEDIUM-HIGH DENSITY RESIDENTIAL (R-14) LAND USE DESIGNATION AND ZONE (APN 384-042-22-00 & 384-042-23-00). APPLICANT: VILLAGE RUN HOMES, LLC

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

**SUMMARY** The proposed project is a request for a Tentative Map (TM2015-4) and Development Review Permit (DR2015-8) for a 40 multi-family dwelling unit condominium project on a two-acre site located at the northeast corner of Buena Vista Avenue and Mission Greens Road. The proposed project would be developed at a density of 20 dwelling units per acre which is consistent with the R-14 designation, allowing between 14 and 22 dwelling units per acre.

The proposed development would consist of eight buildings with a maximum height of 33 feet and each with five attached units. Each unit consists of an at-grade two-car garage below two floors of living area of approximately 1,300 square feet. Vehicular access would be provided from two driveways off of Mission Greens Road and internal circulation would be provided via a U-shaped road. Ninety parking spaces are required and 91 parking spaces are provided. Common open space would be provided and includes a tot lot, a water feature, picnic tables, and gazebos. The common area and street frontages would be landscaped with low water use plants, disintegrated granite, dry creek bed areas, and planted bio-swales.

**ENVIRONMENTAL REVIEW** An Environmental Initial Study, prepared in accordance with the California Environmental Quality Act (CEQA), indicates that the project would have no significant impact on the environment with mitigation. Therefore, a Mitigated Negative Declaration (MND) has been prepared. It was advertised and made available for agency and public review/comment from October 13, 2017 through November 13, 2017. Written comments did not raise any new environmental issues requiring substantial revisions to the Mitigated Negative Declaration or further environmental review; approval is recommended.

**FINANCIAL STATEMENT** *hr* Staff costs for application processing are paid on an actual cost recovery basis. Development Impact Fees are estimated to total \$779,925.60 with potential credit given for existing development and for drainage facilities that may qualify as a Master Drainage Fee Facility.

**CITY ATTORNEY REVIEW**       N/A       Completed

- RECOMMENDATIONS** *MSB*
1. Conduct and close the Public Hearing; and
  2. Find that Tentative Map (TM2015-4) and Development Review Permit (DR2015-8) will not have a significant effect on the environment with mitigation; and approve and adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program as complete and in compliance with the provisions of the California Environmental Quality Act (CEQA) per the attached Resolution and authorize a filing of a Notice of Determination; and
  3. Adopt the attached Resolutions approving Tentative Map (TM2015-4) and Development Review Permit (DR2015-8).

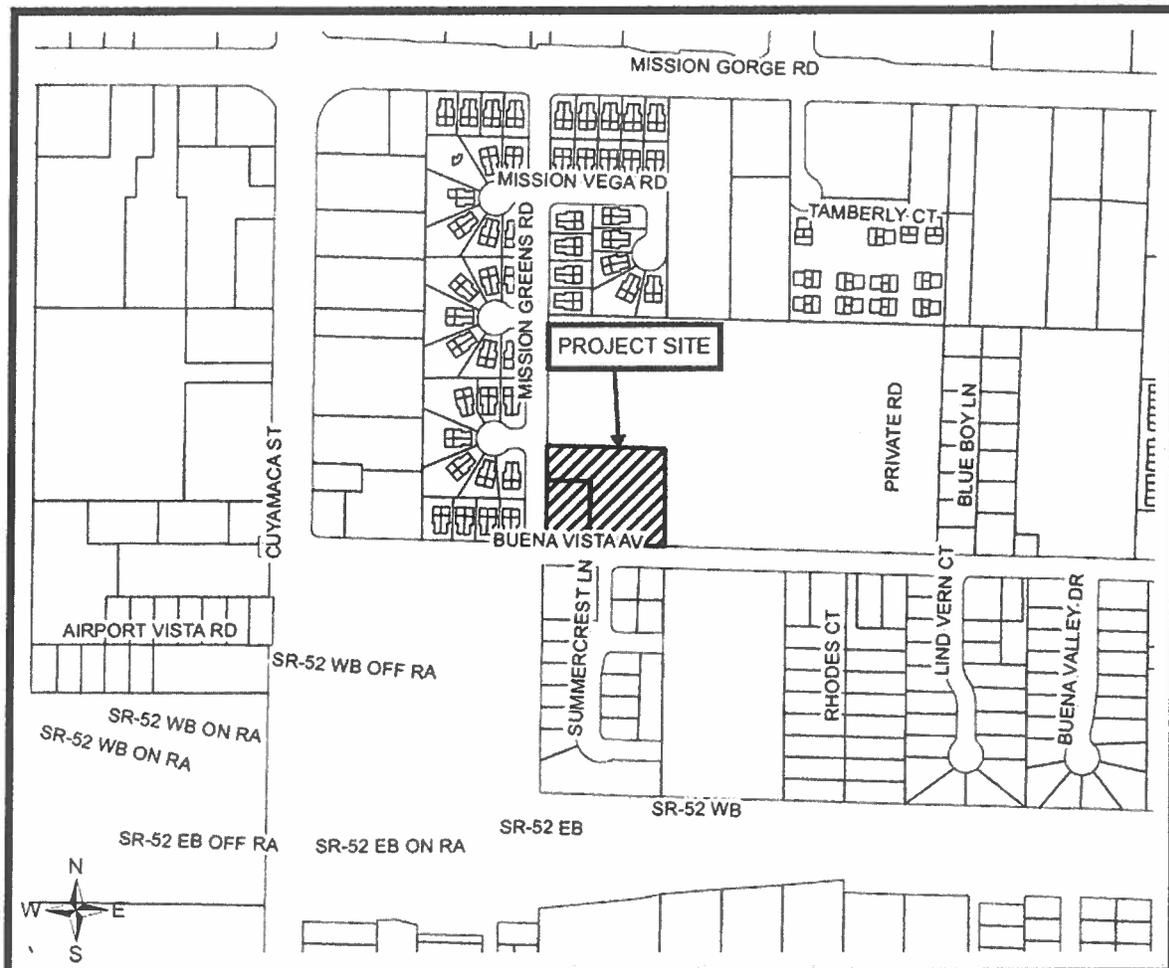
**ATTACHMENTS**  
Staff Report    Aerial View    Project Plans    Front/Rear Building Renderings    Resolutions  
Initial Study/Mitigated Negative Declaration and comments/responses (excluding appendices) and MMRP as Exhibits to the MND resolution

## STAFF REPORT

**PUBLIC HEARING FOR A TENTATIVE MAP (TM2015-4), DEVELOPMENT REVIEW PERMIT (DR2015-8), AND MITIGATED NEGATIVE DECLARATION (AEIS2015-14) AND A MITIGATION MONITORING AND REPORTING PROGRAM PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR 40 MULTI-FAMILY DWELLING UNITS, DEVELOPED ON A TWO-ACRE SITE LOCATED ON THE NORTHEAST CORNER OF BUENA VISTA AVENUE AND MISSION GREENS ROAD, IN THE MEDIUM-HIGH DENSITY RESIDENTIAL (R-14) LAND USE DESIGNATION AND ZONE (APN 384-042-22-00 & 384-042-23-00). APPLICANT: VILLAGE RUN HOMES, LLC**

**CITY COUNCIL MEETING, DECEMBER 13, 2017**

Notice of the Public Hearing was published in the East County Californian on November 30, 2017. The Notice of Public Hearing was mailed to **156** owners of property within 300 feet of the request and other interested parties, including the owner of the subject property and the applicant, by U.S. Mail on **November 30, 2017**.



**A. SITUATION AND FACTS**

1. Requested by ..... Village Run, LLC
2. Land Owner..... Village Run, LLC
3. Type and Purpose of Request Tentative Map and Development Review Permit for a multi-family dwelling unit residential condominium complex comprised of 40 units.
4. Location NE corner of Buena Vista Avenue and Mission Greens Road
5. Site Area 2.0 acres
6. Number of lots ..... Two (Proposed Condominium)
7. Hillside Overlay ..... No
8. Existing Zoning..... R-14 (Medium-High Density Residential)
9. Proposed Zoning ..... R-14 (Medium-High Density Residential)
10. Surrounding Zoning ..... North: R-7 (Medium Density Residential)  
South: R-2 (Low-Medium Density Residential)  
East: R-7 (Medium Density Residential)  
West: R-7 (Medium Density Residential)
11. General Plan Designation..... R-14 (Medium-High Density Residential)
12. Proposed G.P. Designation ..... R-14 (Medium-High Density Residential)
13. Existing Land Use..... Two single-family residences and an auto body shop
14. Surrounding Land Use ..... North: Hawaiian Village Mobile Homes  
South: Single-family residences  
East: Hawaiian Village Mobile Homes  
West: Mission La Vega Condominiums
15. Terrain..... Relatively flat
16. Environmental Status ..... A Mitigated Negative Declaration (MND) has been prepared in accordance with the California Environmental Quality Act (CEQA). The Public Review Period was from October 13, 2017 to November 13, 2017 (SCH No. 2017101026)
17. APN..... 384-042-22-00 & 384-042-23-00
18. Within Airport Influence Area ..... The project is within Airport Influence Area 1 and a consistency review with the Gillespie Field Airport Land Use Compatibility Plan has been completed.

## **B. BACKGROUND**

### **Existing Conditions:**

The project site consists of two acres located on the northeast corner of Buena Vista Avenue and Mission Greens Road. The site is developed with two single-family residences and an auto body shop that were developed prior to 1972. The two residences are currently occupied and the auto body shop has vacated the buildings and no other businesses are being conducted on the property.

The site is surrounded by residential development. The Hawaiian Village Mobile Homes is located to the north and east of the project site. The Mission La Vega condominium complex is located to the west across Mission Greens Road and single family-residences are located to the south across Buena Vista Avenue. The nearest commercial zoned property is a vacant lot located southwest of the project site across Buena Vista Avenue. Further west are various commercial uses including offices, retail, restaurants, and auto repair.

The majority of the site has been previously graded from prior development and is relatively flat. The site gradually slopes downward southwest to northeast approximately four feet. A biological survey of the site prepared by Recon Environmental shows no sensitive plants or wildlife on the site; the survey identified scattered individual trees consisting of a sycamore, pine, Mexican fan palm, and Peruvian peppertree which will be removed. However, none of the trees have any particular historic or scenic qualities.

## **C. PROJECT DESCRIPTION**

### **Overview:**

The project is a request for a Tentative Map and Development Review Permit for a 40 multi-family dwelling unit condominium project, developed in eight buildings each with five attached units on a two-acre site.

The proposed buildings would be three stories with a maximum height of 33 feet. Each unit consists of an at-grade two-car garage below two floors of living area approximately 1,300 square feet. All buildings would be constructed with a stucco finish, concrete tile roofing, and stone elements at each unit entrance. Vehicular access would be provided from two driveways off of Mission Greens Road and internal circulation would be provided via a U-shaped road. A five-foot wide sidewalk would be constructed on Mission Greens Road along the project frontage.

Common open space will be provided and includes a tot lot, a water feature, picnic tables, and gazebos running east–west through the project. The common area and street frontages would be landscaped with low water use plants, disintegrated granite, dry creek bed areas, and planted bioswales. Trees would be planted along Buena Vista Avenue and within the project site. The proposed landscaping consists of ornamental evergreen, low maintenance, and drought tolerant trees.

Pre-wiring for vehicle charging stations, roof-top solar panels, and rain barrels will be incorporated in the project.

### **Zoning Requirements:**

Development Standards: The site would be subject to the development standards of the R-14 zone, which are delineated in Chapter 17.10 of the Santee Municipal Code. The maximum allowable density in the R-14 zone is 22 units per acre. The project proposes a density of 20 dwelling units per acre. The maximum allowable height is 45 feet or three stories. This project proposes three stories and a maximum height of 33 feet. There is a 60% lot coverage limitation in the R-14 zone and the development proposes 59% coverage. The setbacks in the R-14 zone are 10 feet along each property line and along Buena Vista Avenue a 20-foot wide setback is required because of its collector street designation (Mobility Element). The project will meet the minimum setback requirements.

On-Site Parking: Parking requirements for residential condominiums are established in Section 174.24.040(A)(2) of the Santee Municipal Code and 90 on-site parking spaces are required for a project of this type and size. Dwelling units with two or more bedrooms must provide two parking spaces per unit. In addition, one guest parking space must be provided for every four dwelling units. The project would provide two parking spaces within a garage for each unit, one accessible parking space, and ten surface guest parking spaces for a total of 91 on-site parking spaces. Approximately 180 cubic feet of storage space is provided within the garage which exceeds the requirement of 150 cubic feet. Each garage will meet the minimum interior garage dimensions of 20 feet by 20 feet.

Private and Common Open Space: Approximately 116 square feet of private open space is provided per unit on the front and rear elevations which exceeds the minimum requirement of 100 square feet. Common open space is centrally located, with amenities for a range of age groups.

## **D. ANALYSIS**

### **General Plan/Zoning Consistency:**

The project is consistent with the General Plan and Zone Code. The project would be developed at a density of 20 dwelling units per acre which is consistent with the R-14 General Plan land use designation/zone classification allowing 14–22 dwelling units per gross acre. The project furthers Objective 5.0 of the Housing Element which encourages a wide range of housing by location, type of unit, and price. The project proposes a net gain of 38 residences (40 minus demolition of two residences) that will be added to the City's housing stock. The Housing Element's Inventory of Residential Sites includes the subject site with an estimated yield of 35 dwelling units. The project, as proposed, would exceed this estimate.

The use of the two-car garages for resident parking, as intended by the Municipal Code, is a key component of multiple-family development. Therefore, the project

has been conditioned to include language in the recorded Covenants, Conditions and Restrictions (CC&Rs) for the condominium development that requires residents of the development to make their required garage parking spaces available for parking of automobiles at all times, with provisions that grant the Homeowner's Association the right to inspect private garages and ensure residents' compliance with this parking requirement. The condition would also require that guest parking spaces not be used as long-term parking by residents of the condominium development.

The City's Noise Element in the General Plan identifies noise levels up to 65 Day-Night Average Sound Level (Ldn) as normally acceptable for multi-family uses. Based upon Noise Element Figure 7.2, "Future Noise Levels", the subject site would not be exposed to noise levels exceeding 65Ldn.

The project site is partially located within the 60-65 decibel (dB) Community Noise Equivalent Level (CNEL) noise contour in the Gillespie Field Airport Land Use Compatibility Plan (ALUCP) and must be sound-attenuated to 45 dB CNEL interior noise levels. The proposed project will be constructed with standard light frame construction which provides an exterior to interior noise level reduction to 45 dB CNEL interior noise level as required by Title 24 of the California Code Regulations (CCR), California Noise Insulation Standards.

**Compatibility with On-site and Adjacent Land Uses:**

The proposed multiple-family condominium project is compatible with the existing developments in the immediate vicinity, including the Mission La Vega condominiums located west of the project site, the Laurel Park Apartments located east on Buena Vista Avenue, and the Morningside Villas, the Town Center Apartments and Las Brisas multiple-family complex located further east on Cottonwood Avenue. These nearby multiple-family communities exhibit densities ranging from 13.4 to 28 dwelling units per acre.

The building design consists of varied structure height, projections, and window treatments to soften the scale and massing. The project is conditioned to include design features such as decorative accent features and to provide wall offsets that more readily identify each unit. As conditioned, the architecture will be compatible with the other multiple-family communities in the neighborhood.

**Traffic:**

According to the SANDAG guide to vehicle trip generation rates, a residential condominium land use is estimated to generate eight trips per unit. Therefore, the addition of 40 condominium units would generate 320 Average Daily Trips. An evaluation of the surrounding roadways and intersections in the Initial Study show that existing roadways can accommodate this increase in traffic. According to the City of Santee Mobility Element Existing Conditions Report (2014), Buena Vista Avenue and Mission Gorge Road currently operate an acceptable Level of Service (LOS) A through C with remaining capacity. Therefore, the project would result in a less than significant impact in relation to the existing traffic load and capacity.

**Drainage:**

The subject site currently drains from southwest to northeast, toward the Hawaiian Village mobile home park. In lieu of obtaining an off-site drainage easement from the park owner, the applicant's engineer of work proposes the diversion of water with the installation of a new storm drain system, including new inlets and storm drain pipe from the project site through Mission Greens to a point of connection with the existing drainage system located in Mission Gorge Road. While this diversion will reduce the drainage from the northeast corner of the site that currently drains through the Hawaiian Village mobile home park, it will re-direct and increase water toward the west to Mission Greens Road.

If the site were designed without this diversion of drainage, a reduction in the size of the public drainage system could be possible. The final drainage study shall provide calculations demonstrating the final drainage design would not result in flooding or damage to downstream properties and conforms to the requirement of the City of Santee Public Works Standards.

Should the final drainage study, conditioned herein, demonstrate the necessity for a 36-inch or larger reinforced concrete storm drain pipe without the proposed diversion, the storm drainage system may be subject to a credit of the project drainage impact fees up to the amount of drainage impact fees to be paid as a part of this project. Improvements to this area would benefit existing drainage in the area as well as support further development. No additional reimbursement beyond crediting of project drainage fees is proposed.

**Safe Routes to School:**

Pride Academy (9303 Prospect Avenue) is located approximately 1.1 miles west of the project site. Generally, kids do not walk to the school but use the bus service provided on Mission Greens Road. Sidewalks exist on Buena Vista Avenue and a sidewalk exists on the west side of Mission Greens Road. This project is conditioned to provide a five-foot wide sidewalk on the east side of Mission Greens Road along the project frontage. Therefore, the project will provide new pedestrian walkway that will directly contribute to Santee's "Safe Routes to School" program.

**Environmental Status:**

An Initial Study of the project was conducted in accordance with the California Environmental Quality Act (CEQA). The analysis indicated that the project would not have a significant adverse impact on the environment with mitigation. Therefore a Mitigated Negative Declaration was prepared and made available for review and comment by agencies and the public from October 13, 2017 to November 13, 2017. Comments received during this period did not raise any new environmental issues requiring substantial revisions to the Mitigated Negative Declaration or further environmental review. A Mitigation, Monitoring, and Reporting Program for potential impacts to air quality, biological resources, cultural resources, hazards and hazardous materials, and noise is attached to the Resolutions of Approval.

**Impact Fees:**

The proposed development would trigger development impact fees as listed below:

Drainage . . . . .	\$ 77,560.00
Traffic . . . . .	\$ 89,320.00
Traffic Signal . . . .	\$ 9,240.00
Park-in-Lieu . . . .	\$ 278,680.00
Public Facilities . .	\$ 228,960.00
RTCIP Fee . . . . .	\$ 96,165.60
<b>Total</b>	<b>\$ 779,925.60</b>

This estimate does not include the potential credit for Drainage Impact Fees, Traffic, and Traffic Signal Impact fees for the existing single family homes on the property or the potential credit for drainage impact fees for the existing industrial impermeable areas that are present on the property. Also, the Drainage Impact Fees may be credited toward the cost of any drainage facilities that qualify as “Master Drainage Fee Facilities” up to the amount of fees to be paid by the development.

**E. STAFF RECOMMENDATION**

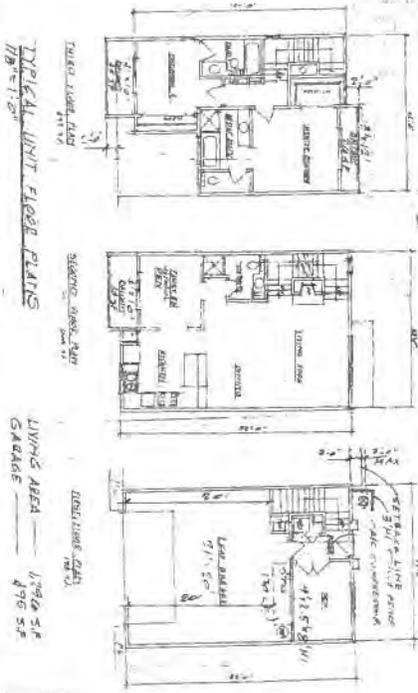
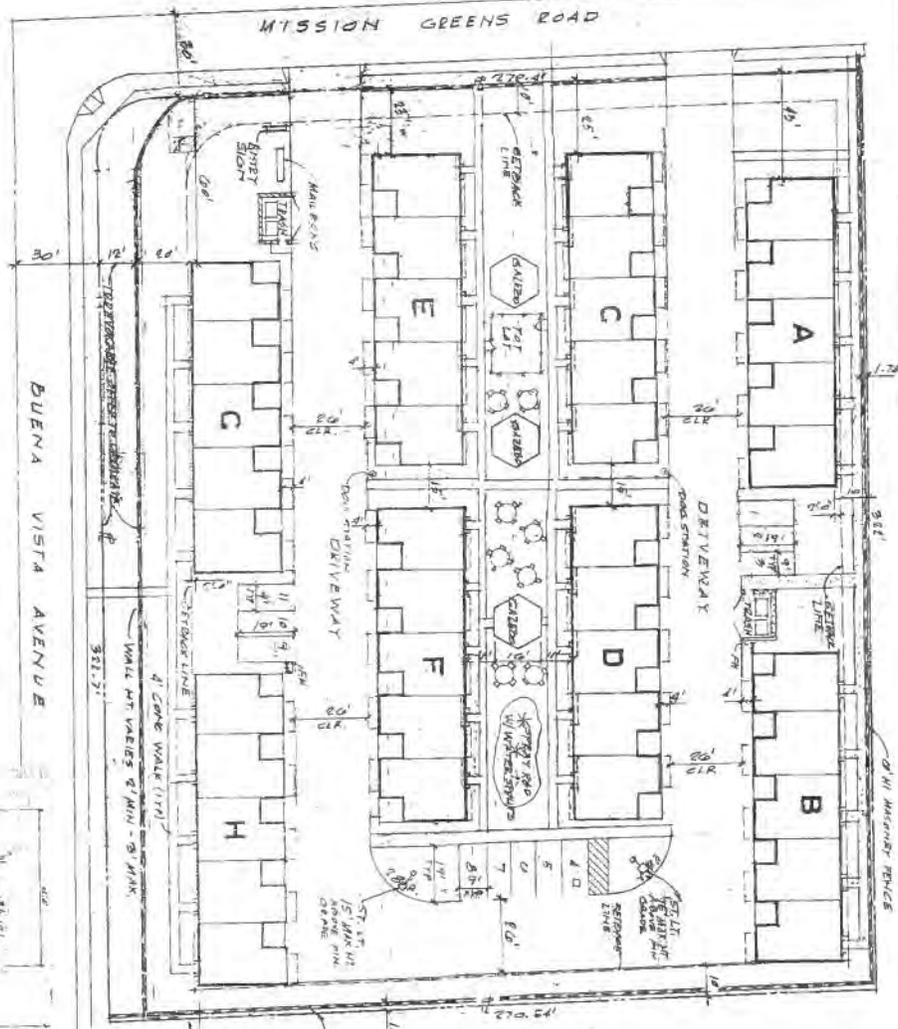
1. Conduct and close the Public Hearing; and
2. Find that Tentative Map (TM2015-4), Development Review Permit (DR2015-8) will not have a significant effect on the environment with mitigation; and approve and adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program as complete and in compliance with the provisions of the California Environmental Quality Act (CEQA) per the attached Resolution; and authorize a filing of a Notice of Determination; and
3. Adopt the attached Resolutions approving Tentative Map (TM2015-4) and Development Review Permit (DR2015-8).

- Attachments:
- A. Aerial Map
  - B. Project Plans
  - C. Front Building Rendering
  - D. Rear Building Rendering

## Aerial Map Attachment A



Village Run Homes  
Tentative Map (TM2015-4)  
Development Review Permit (DR2015-8)  
Mitigated Negative Declaration (AEIS2015-14)  
  
(APN 384-042-22-00 & 384-042-23-00)



TYPICAL UNIT FLOOR PLANS

LIVING AREA 1,190 SQ. FT.  
GARAGE 496 SQ. FT.

**PROJECT DATA**

**LAND AREA**  
51,122 SQ. FT. (1.16 AC) APPROX  
53,201 SQ. FT. (1.21 AC) NET

**PARKING**  
80 CARSPACES @ 110'x60' CAR  
10 GUEST SPACES @ 9'x11'  
1 ACCESSIBLE SPACE @ 11'x11'  
71 STAGES

**TRUCK/STORAGE SPACE**  
114 SQ. FT. UNIT (BALCONIES)  
STORAGE  
1 TRUCK UNIT (ON GARAGE)

**LOT COVERAGE**  
TOTAL GROSS - BUILDINGS  
4,051 SQ. FT. - PARKING (OPEN)  
11,281 SQ. FT. - DRIVEWAYS  
47,014 SQ. FT. - TOTAL (84% COV.)



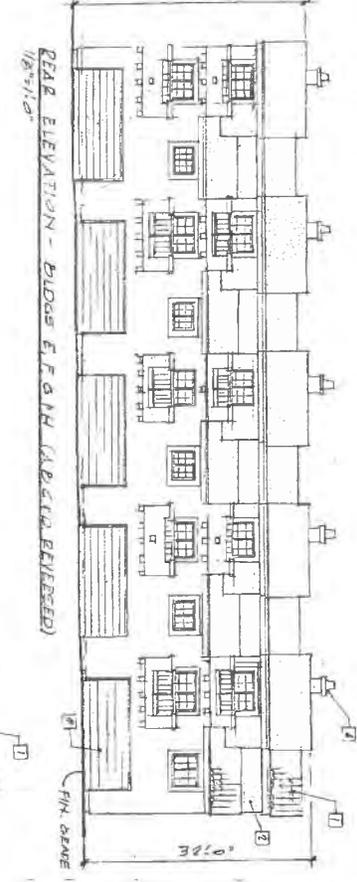
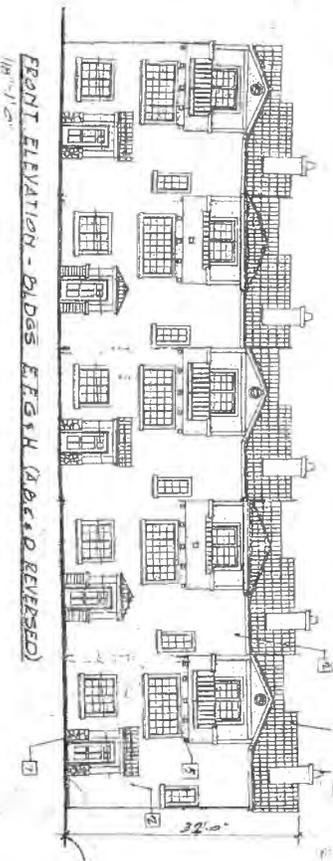
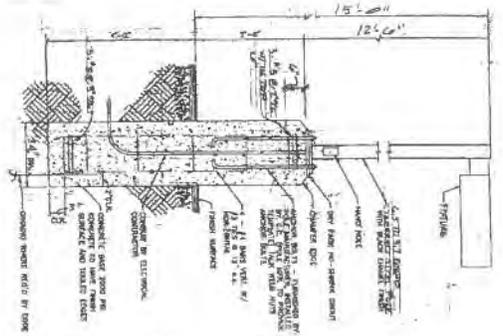
**LEGAL DESCRIPTION**  
A PORTION OF LOT 8 OF SECTION 36 AND QUARTER 3 AND QUARTER 4, TOWNSHIP 36 NORTH, RANGE 12 WEST, COUNTY OF SAN DIEGO COUNTY, CALIFORNIA, SUBJECT TO THE DEEDS RECORDED AT SAN DIEGO COUNTY, CALIFORNIA, SHOWING THE CORNER, BEING, BEING, AND ALSO BEING WITH ABOVE SHOWN OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12 WEST, COUNTY OF SAN DIEGO COUNTY, CALIFORNIA.

DATE	11/17/15
BY	[Signature]
PROJECT	VILLAGE RUN
DESCRIPTION	CONCEPT SITE PLAN
SHEET NO.	1 OF 3

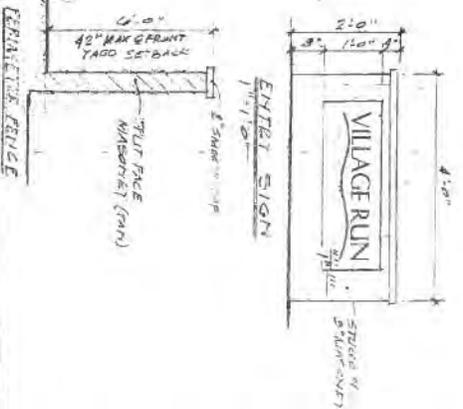
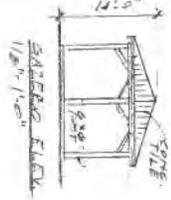
**VILLAGE RUN**  
Windmill Construction Company Inc.  
4414 Buena Vista Santee, CA, 92071  
Contact # 619-390-7070

**roy johnson a.i.a.**  
**architect**  
ARCHITECTURE & PLANNING

NOTE: PERMIT SET FOR REVIEW AND APPROVAL BY THE CITY OF SAN JOSE, CALIFORNIA. ALL DIMENSIONS ARE IN FEET AND INCHES. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO FACE. SEE SHEET 1000 FOR GENERAL NOTES.



- ELEVATION KEY NOTES**
- 1) CEMENT TILE BARRING
  - 2) SLICES
  - 3) WROUGHT IRON FILING
  - 4) METAL CHIMNEY CAP
  - 5) 6"-0" WOOD SHAKES
  - 6) METAL ELECTRICAL DARK
  - 7) METAL VENEER
  - 8) 6"-0" STUCCOED PORT-OUT



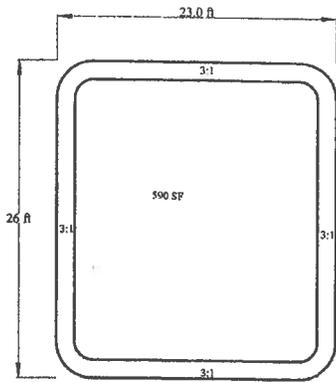
DATE	08-10
DATE	11-19-15
REVISIONS	
NO DATE DESCRIPTION	
SHEET TITLE	ELEVATIONS
SHEET NUMBER	2 of 3

**VILLAGE RUN**  
 Winamill Construction Company Inc.  
 9914 Buena Vista Santee, CA 92071  
 Contact# 619-390-7070

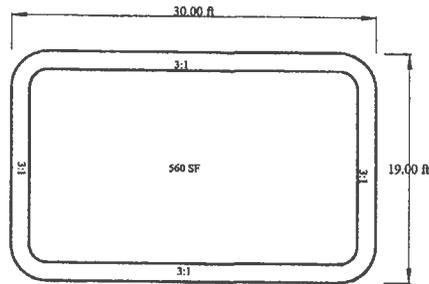
**roy johnson a.i.a.**  
**architect**  
 ARCHITECTURE & PLANNING

200 LARGAN BLVD. SUITE 4  
 WILSONVILLE, OR 97148  
 (503) 638-2222

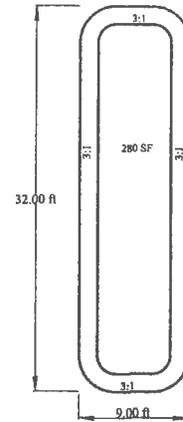




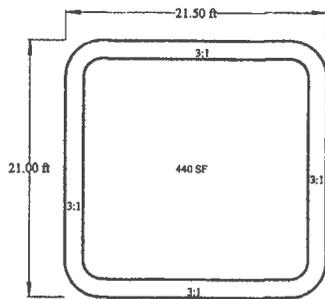
**BMP 1 & 5-BIOFILTRATION BASIN**



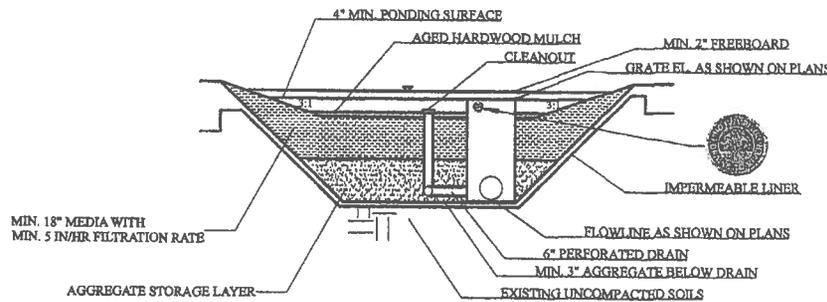
**BMP 2-BIOFILTRATION BASIN**



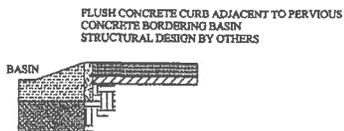
**BMP 3-BIOFILTRATION BASIN**



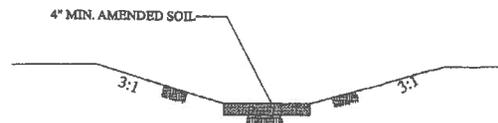
**BMP 4-BIOFILTRATION BASIN**



**TYPICAL BIOFILTRATION BMP**



**BMP 6-PERVIOUS CONCRETE**



**BMP 7-VEGETATED SWALE**

**Maintenance Plan**

BMP TABLE	DESCRIPTION	MAINTENANCE TABLE
BMP 1-5	BIOFILTRATION BASIN	TABLE 1
BMP 6	PERVIOUS CONCRETE	TABLE 2
BMP 7	VEGETATED SWALE	TABLE 1

Table 1  
Routine Maintenance Activities for Biofiltration Basin and Vegetated Swales

No.	Maintenance Task	Frequency of Task
1	Remove obstructions, debris and trash from Biofiltration Basin and dispose of properly.	Monthly, or as needed after storm events
2	Inspect Biofiltration basin to ensure that it drains between storms and within five days after rainfall.	Monthly, or as needed after storm events
3	Inspect rip rap for channels, soil exposure or other evidence of erosion. Clear obstructions and remove sediment.	Monthly, or as needed after storm events
4	Remove and replace all dead and diseased vegetation.	Twice a year
5	Maintain vegetation and the irrigation system. Prune and weed to keep Biofiltration basin neat and orderly in appearance.	Before wet season begins, or as needed
6	Check that mulch is at appropriate depth (3 inches per soil specifications) and replenish as necessary before wet season begins.	Monthly
7	Inspect Biofiltration basin using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material

Table 2  
Routine Maintenance Activities for Pervious Concrete Areas

No.	Maintenance Task	Frequency of Task
1	Avoid sealing or repaving with impervious materials. In particular, never use asphalt or other oil-type sealers on pervious concrete.	N/A
2	Visually inspect pervious pavement area to ensure that it: - is clean of debris - is washed between storms - is clean of sediments.	Monthly, or as needed after storm events
3	Maintain upland and adjacent grassy areas. - Seed upland and adjacent bare areas. - Keep the pervious pavement surface free of sediment by blowing, sweeping or vacuuming.	As needed
4	Inspect the pervious pavement surface for deterioration or spalling.	Annually

BIOFILTRATION BMP DETAILS FOR VILLAGE RUN CONDOMINIUMS



**FRONT BUILDING RENDERING**

Attachment C



REAR BUILDING RENDERING

Attachment D

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
APPROVING AND ADOPTING A MITIGATED NEGATIVE DECLARATION  
(AEIS2015-14) AND A MITIGATION MONITORING AND REPORTING PROGRAM  
FOR A 40 MULTI-FAMILY DWELLING UNIT CONDOMINIUM PROJECT LOCATED  
ON THE NORTHEAST CORNER OF BUENA VISTA AVENUE AND MISSION  
GREENS ROAD, IN THE MEDIUM-HIGH DENSITY RESIDENTIAL (R-14) LAND USE  
DESIGNATION AND ZONE**

**(APPLICANT: VILLAGE RUN HOMES, LLC)  
APNs: 384-042-22-00, 384-042-23-00  
(RELATED CASE FILES: TM2015- 4, DR2015-8)**

**WHEREAS**, on August 30, 2017 Village Run, LLC submitted a complete application for a Tentative Map TM2015-4 and Development Review Permit DR2015-8 to develop 40 multi-family dwelling unit condominium project, developed in eight buildings each with five attached units on a two-acre site located on the northeast corner of Buena Vista Avenue and Mission Greens Road, in the City of Santee, County of San Diego, State of California; and

**WHEREAS**, based on the information contained in the Initial Study, which concluded that the Project would not have significant impacts on the environment with mitigation incorporated, the City determined that a Mitigated Negative Declaration should be prepared for the Project, and a Draft Initial Study/MND, State Clearinghouse No. 2017101026 ("MND") was prepared in accordance with CEQA, the State CEQA Guidelines, and the City's Local CEQA Guidelines; and

**WHEREAS**, the proposed project is located within Airport Influence Area (AIA) 1 for the Gillespie Field Airport Land Use Compatibility Plan (ALUP) and the Federal Aviation Administration (FAA) determined that the project, as designed, presented no hazard to air navigation and the Airport Land Use Commission (ALUC) determined that the project is conditionally consistent with the ALUP pursuant to the ALUC Resolution 2017-0020; and

**WHEREAS**, the Director of Development Services scheduled Tentative Map TM2015-4, Development Review Permit DR2015-8, and Mitigated Negative Declaration (AEIS2015-14) for public hearing on December 13, 2017; and

**WHEREAS**, on December 13, 2017, the City Council held a duly advertised public hearing on Tentative Map TM2015-4, Development Review Permit DR2015-8, and Mitigated Negative Declaration (AEIS2015-14); and

**WHEREAS**, pursuant to State CEQA Guidelines section 15072, on October 12, 2017, the Notice of Intent to Adopt the MND was posted by the Clerk for the County of San Diego and published in the East County Californian; and

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

**WHEREAS**, pursuant to State CEQA Guidelines section 15073, the Draft MND was circulated for a 30-day public review period from October 13, 2017 through November 13, 2017; and

**WHEREAS**, the Notice of Intent to Adopt the Draft MND was also submitted to the State Clearinghouse for state agency review and, as required by State CEQA Guidelines section 15073, the state agency review period began on October 13, 2017 and closed on November 13, 2017; and

**WHEREAS**, during the public comment period, copies of the Draft MND, including any technical appendices, were available for review and inspection at City Hall, on the City's website, and at the Santee Branch of the San Diego County Library system at 9225 Carlton Hills Boulevard, #17; and

**WHEREAS**, three comment letters were received during the public review period, which did not raise any new environmental issues. The State Office of Planning and Research confirmed that no comments were received from State agencies; and

**WHEREAS**, staff has reviewed all comments and prepared responses to each comment as reflected in the Final MND; and

**WHEREAS**, the Final MND consists of the Draft MND, comments and responses on the Draft MND, and the Mitigation Monitoring and Reporting Program ("MMRP"); and

**WHEREAS**, the MND and the MMRP are attached hereto as "Exhibit A" and "Exhibit B" respectively; and

**WHEREAS**, in compliance with Public Resources Code section 21080.3.1, the City solicited Tribal input on the Project on June 15 and June 27, 2017, and received feedback on mitigation measures which have been incorporated in the MMRP; and

**WHEREAS**, as contained herein, the City Council has endeavored in good faith to set forth the basis for its decision on the Project; and

**WHEREAS**, all the requirements of the Public Resources Code and the State CEQA Guidelines have been satisfied by the City in connection with the preparation of the MND, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project, as well as feasible mitigation measures, have been adequately evaluated; and

**WHEREAS**, all of the findings and conclusions made by the City Council pursuant to this Resolution are based upon the oral and written evidence presented to it as a whole and the entirety of the administrative record for the Project, which are incorporated herein by this reference, and not based solely on the information provided in this Resolution; and

**WHEREAS**, prior to taking action, the City Council had heard, been presented with, reviewed and considered all of the information and data in the administrative

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

record, including but not limited to the Initial Study, MND, and MMRP; and

**WHEREAS**, the MND reflects the independent judgment of the City Council and is deemed adequate for purposes of making decisions on the merits of the Project; and

**WHEREAS**, no comments submitted during the public review period, or made during the public hearing conducted by the City Council, and no additional information submitted to the City require substantial revisions to the MND necessitating recirculation or additional environmental review of the Project under State CEQA Guidelines section 15073.5; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

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

**SECTION 1.** RECITALS. The City Council hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

**SECTION 2.** COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the MND, comments received, other documents contained in the administrative record, and all other written and oral evidence presented to the City Council for the Project (collectively, the "Record"). The City Council further finds that the MND and the MMRP have been completed in compliance with CEQA and the State CEQA Guidelines.

**SECTION 3.** FINDINGS ON ENVIRONMENTAL IMPACTS. Based on the whole record before it, the City Council finds that the Project would have potentially significant impacts but that those impacts can be mitigated to less than significant through mitigation measures outlined in the MND and the MMRP. The City Council finds that the MND contains a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment and analysis of the City Council.

No new significant environmental effects have been identified in the Final MND and no changes to the Final MND constitute substantial revisions requiring recirculation under State CEQA Guidelines section 15073.5. All of the mitigation measures contained in the MMRP have been made conditions of Project approval in accordance with State CEQA Guidelines 15074 (d).

**SECTION 4.** WILDLIFE RESOURCES. Pursuant to Fish and Game Code Section 711.4(c), all project applicants and public agencies subject to the California Environmental Quality Act shall pay a filing fee for each proposed project, as specified in subdivision 711.4(d) for any adverse effect on wildlife resources or the habitat upon which wildlife depends unless a "no effect" finding is made by the California Department of Fish and Wildlife. This fee is due and payable as a condition precedent to the County

## RESOLUTION NO. \_\_\_\_\_

Clerk's filing of a Notice of Determination. The City of Santee hereby notifies the Applicant that in order to comply with State Law, the Applicant shall remit to the City of Santee Department of Development Services, within two (2) working days of the effective date (as defined in Section 8 below) of this approval, a certified check payable to the "County Clerk, County of San Diego" in the amount of \$2,266.25. This fee includes an authorized County administrative fee of \$50. Failure to remit the required fee in full within the time specified above will result in notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation Code. In addition, Section 21089 (b) of the Public Resources Code, and Section 711.4 (c) of the Fish and Game Code, provide that no project shall be operative, vested, or final until the required filing fee is paid.

**SECTION 5.** ADOPTION OF THE MND. The Final MND, attached hereto as "Exhibit A", is hereby approved and adopted.

**SECTION 6.** ADOPTION OF THE MMRP. The MMRP prepared for the Project, attached hereto as "Exhibit B", is hereby approved and adopted.

**SECTION 7.** NOTICE OF DETERMINATION. Staff is directed to file a Notice of Determination with the San Diego County Clerk within five (5) working days of approval of the Project and adoption of the Final MND.

**SECTION 8.** LOCATION AND CUSTODIAN OF RECORDS. The documents and materials associated with the Project and the MND that constitute the record of proceedings on which these findings are based are located at Santee City Hall, 10601 Magnolia Avenue, Building #3, Santee CA 92071. The City Clerk is the custodian of the record of proceedings.

**SECTION 9.** EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

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

**ADOPTED** by the City Council of Santee, California, at a Regular meeting held this 13th day of December 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**SARA REAL, DEPUTY CITY CLERK**

Attachment: Exhibit A - MND  
Exhibit B - MMRP



# CITY OF SANTEE

**MAYOR**  
John W. Minto

**CITY COUNCIL**  
Ronn Hall  
Stephen Houlahan  
Brian W. Jones  
Rob McNelis

## DRAFT MITIGATED NEGATIVE DECLARATION

1. Name or description of project:	<p>Village Run</p> <p>Applications for a Tentative Map (TM2015-4), Development Review Permit (DR2015-8), and Environmental Initial Study (AEIS2015-14) for a proposed 40 multi-family dwelling unit condominium project, developed in eight buildings each with five attached units on a two-acre lot located on the northeast corner of Buena Vista Avenue and Mission Greens Road in the City of Santee. AEIS2015-14 is an application that initiated review of the project in accordance with the California Environmental Quality Act (CEQA).</p> <p>The project site is developed with two single-family residences and an auto body shop that will be demolished. The project will consist of 40 units and each unit will consist of an at-grade two car garage with two floors of living area (approximately 1,300 square feet) above. Internal circulation would be provided through a U-shaped road with two driveways accessed from Mission Greens Road. Full municipal services, including sewer and water, are available to the site.</p> <p>San Diego County Assessor Parcel Number (APN): 384-042-22 &amp; 384-042-23</p> <p>Case File Numbers: Tentative Map TM2015-4, Development Review Permit DR2015-8, and Application for Environmental Initial Assessment AEIS2015-14. Project Applicant: <u>Village Run Homes, LLC.</u></p>
2. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	<p>9914, 9936, and 9938 Buena Vista Avenue</p> <p>Northeast corner of Buena Vista Avenue and Mission Greens Road (APN's 384-042-22-00 &amp; 384-042-23-00) in the City of Santee.</p>
3. Entity or Person undertaking project:	
A. Entity	
(1) Name:	<p>Roy Johnson 7830 La Mesa Blvd. #A La Mesa, CA 91942 (310) 314-5074</p>
B. Other (Private)	N/A
(1) Name:	
(2) Address:	

The Lead Agency, having reviewed the Initial Study of this proposed project and having reviewed the recommendation of the Lead Agency's Staff, does hereby find and declare that the proposed project will not have a significant effect on the environment as mitigated. A brief statement of the reasons supporting the Lead Agency's findings are as follows:

The project is located on a disturbed site, within an urbanized area where existing services are available to serve the project. The Initial Study indicated that there were potential significant adverse effects on air quality, biology, cultural resources, hazards and hazardous materials, and noise that with mitigation would be less than significant. Therefore, a Draft Mitigated Negative Declaration has been prepared.

The Lead Agency hereby finds that the Mitigated Negative Declaration reflects its independent judgment. A copy of the Initial Study is attached.

The location and custodian of the documents and any other material which constitute the record of proceedings upon which the Lead Agency based its decision to adopt this Mitigated Negative Declaration are as follows:

City of Santee  
Development Services  
10601 Magnolia Avenue  
Santee, CA 92071  
(619) 258-4100, Extension 167

Comments will be received from October 13, 2017 to November 13, 2017. Any person wishing to comment on this matter must submit such comments, in writing, to the Lead Agency by November 13, 2017. Comments of all Responsible Agencies are also requested.

Phone No.: 619 248 4100  
x 167

Date Received  
for Filing: October 12, 2017

  
Christina Rios  
Staff – Associate Planner



# CITY OF SANTEE

**MAYOR**  
John W. Minto

**CITY COUNCIL**  
Ronn Hall  
Stephen Houlahan  
Brian W. Jones  
Rob McNelis

**CITY OF SANTEE INITIAL**  
**STUDY/ENVIRONMENTAL CHECKLIST FORM**  
(TM2015-4; DR2015-8; AEIS2015-14)

1. **Project Title:** Village Run Homes, LLC
2. **Proposed Use of the Site:** Multi-family residential development (40 condominium units)
3. **Project Location:** 9914, 9936 & 9938 Buena Vista Avenue
4. **Project APN(s):** 384-042-22 & 384-042-23
5. **Lead Agency:** City of Santee, 10601 Magnolia Avenue, Santee, CA 92071
6. **Contact Person and Phone Number:** Christina Rios, (619) 258-4100 x157

7. Applicant	Property Owner
Roy Johnson 7830 La Mesa Blvd. #A La Mesa, CA 91942	Duane Dubbs Village Run Homes, LLC P.O. Box 1587 Lakeside, CA 92040

8. **Description of Project:** The proposed project applications for a Development Review Permit (DR2015-8) and Tentative Map (TM2015-4) for the "Village Run Homes, LLC" Condominiums project. Refer to Figure 1 for the project's regional location and Figure 2 for an aerial photograph of the project site and its surroundings. The project includes 40 multi-family dwelling units, developed in eight, 33-foot-tall buildings of five attached units on a two-acre lot. The Tentative Map would subdivide and establish legal boundaries for the condominiums. Refer to Figure 3 for the project Tentative Map.

The City's General Plan land use designation for the project site is R-14 medium-high density residential. The purpose of the R-14 zone is to accommodate a residential density of 14-22 dwelling units per gross acre. The project would be developed at a density of 20 dwelling units per acre.

Each unit would consist of an at-grade two-car garage with two floors of living area (approximately 1,300 square-foot) above. Running east-west through the project would be common open space including recreational areas and amenities. The common areas and street frontages would be landscaped with low water use plants, disintegrated granite, dry creek bed areas enhanced with boulders, and planted bioswales. A small area of the central common open space area would be planted with sod. Trees would be planted along Buena Vista Avenue and within the project site.

Internal circulation would be provided via a U-shaped road with two separate driveways taking access from Mission Greens Road. The internal project roadway would not allow street parking. A five-foot-wide sidewalk would be constructed on Mission Greens Roads along the project frontage, and a crosswalk would be installed at the intersection of Mission Greens Road and Mission Greens Court. A sidewalk already exists on Buena Vista Avenue. Two fire hydrants would be provided on-site. The project includes 11 guest parking spaces, including one handicap-accessible space. Each unit would also provide garage parking for two vehicles.

The Padre Dam Municipal Water District (MWD) would provide water and sewer service to the project site and private/public potable water, recycled water and sewer lines would be provided. An off-site water line would connect to an existing water line along Mission Greens Road. The proposed off-site sewer line would connect to an existing sewer line at the intersection of Mission Greens Road and Mission Greens Court. Proposed storm drain improvements include inlets and storm drain pipes including an off-site reinforced concrete pipe (RCP) that would be constructed within Mission Greens Road from the project site to the east, to connect to existing pipes in Mission Gorge Road. Bioswales are proposed throughout the project site to maximize infiltration of storm water. Five bio-retention areas are proposed along the western end of the project site. Refer to Figure 4 for the project landscape plan. All on-site and off-site construction was considered as part of this environmental analysis.

The project site currently contains two single-family residences, an auto body/garage facility, and associated paving that would be removed prior to grading. Grading volumes would include approximately 1,520 cubic yards of cut to be reused on-site, and 4,160 cubic yards of fill.

9. **General Plan Designation:** Medium High Density Residential (R-14)

10. **Zoning Designation:** Medium High Density Residential (R-14)

11. **Existing Conditions:** (Is the site currently served by the following?)

Paved Road	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Water Services	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Sewer Services	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Septic System	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Electric Service	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

12. **Surrounding Land Uses and Setting:** Briefly describe the project's surroundings, including plants animals, any cultural, historic, or scenic aspects, type of land use, intensity of land use, and scale of development.

The project site is located on a 2.0-acre parcel developed with two residences and an auto body repair shop. The project site is located at the northeast corner of Buena Vista Avenue and Mission Greens Road, less than one-half mile south of Mission Gorge Road and one-quarter mile east of Cuyamaca Street. A majority of the site has been previously graded from prior development. The Hawaiian Village Mobile Home park is located directly adjacent to the north and east of the project site. Multi-family residential land uses (duplexes) are located west of the project site and single-family residences are located south of the site across Buena Vista Avenue. A vacant lot and a parking lot exist southwest of the project site. Additional land uses within the project area include commercial and retail development approximately 1,000 feet to the west and north. Approximately 1,100 feet south of the project site is California State Route 52 (SR-52) and a venture business park.

13. **Gillespie Field Airport Land Use Compatibility Plan (ALUCP):** Use the SD Airport Authority online tool <http://www.san.org/Airport-Projects/Land-Use-Compatibility#118025-gis-data> to answer the following:

**Airport Influence Area (AIA)** (Exhibit III-5):

1  
 2  
 Not Applicable

**Overflight Zone** (Exhibit III-4):

Yes  
 No

**Safety Zone** (Exhibit III-2):

1  
 2  
 3  
 4  
 5  
 6  
 None

**Noise Contour** (Exhibit III-1):

< 60dB CNEL  
 60-65dB CNEL  
 65-70dB CNEL  
 70-75 dB CNEL  
 75+dB CNEL

**Avigation Easement Area** (Exhibit III-6):

Yes  
 No

**FAA Height Notification Boundary** (Exhibit III-3):

Yes  
 No

The entire Gillespie Field plan can downloaded from:  
<http://www.san.org/Airport-Projects/Land-Use-Compatibility#118076-alucps>

14. **Other public agencies whose approval is required** (e.g., permits, financing approval, or participation agreement):

CA General Construction Permit and San Diego County Airport Land Use Commission.

15. **Topography:** Describe the existing topography of the site: Relatively flat. A majority of the site has been previously graded from prior development.

16. **Will Grading be Required?**  Yes  No

CUT (CU/YDS): 1,520 FILL(CU/YDS): 4,160 PERCENT OF LOT GRADED: 81

17. **Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?**

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission’s Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

Yes  No

On June 15 and June 27, 2017, in accordance with the Public Resource Code Section 21080.3.1, the City of Santee sent a notice regarding the proposed project to the Barona Band of Mission Indians, the Jamul Indian Village, and Mesa Grande Band of Mission Indians which are traditionally and culturally affiliated within Santee. The city received a request for consultation on June 23, 2017 from the Jamul Indian Village. On September 27, 2017, Jamul Indian Village agreed with mitigation measures which include requiring an archaeological and Native American monitor on the project site during grading activities.

**SUMMARY OF ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist below:

	Aesthetics		Agricultural Resources	X	Air Quality
X	Biological Resources	X	Cultural Resources		Geology/Soils
	Greenhouse Gas Emissions	X	Hazards and Hazardous Materials		Hydrology/Water Quality
	Land Use/Planning		Mineral Resources	X	Noise
	Population/Housing		Public Services		Recreation
	Transportation/Traffic		Tribal Cultural Resources		Utilities /Service Systems
X	Mandatory Findings of Significance				

DETERMINATION (To be completed by the Lead Agency):

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

\_\_\_\_\_  
Signature

Christina Rios  
Printed Name

10/11/2017  
\_\_\_\_\_  
Date

City of Santee  
\_\_\_\_\_  
For

**ATTACHED FIGURES:**

- Figure 1: Regional Location
- Figure 2: Project Location on Aerial Photograph
- Figure 3: Tentative Map
- Figure 4: Landscape Plan
- Figure 5: Elevation Plans

**LIST OF APPENDICES**

- A. Air Quality Model Results (CalEEMod Output Files)
- B. Biology Letter Report (RECON Environmental), dated April 12, 2017
- C. Onsite and Offsite Drainage Study (Draper Engineering), dated April 3, 2017
- D. Storm Water Quality Management Plan (Draper Engineering), dated May 9, 2017
- E. Preliminary Evaluation Report for Infiltration LID Improvements (C.W. La Monte Company Inc.), dated May 1, 2017
- F. Addendum Report of Limited Geotechnical Investigation, Seismic Hazard Study and Geologic Reconnaissance (C.W. La Monte Company Inc.), dated December 31, 2015
- G. Updated Geotechnical Investigation Report (C.W. La Monte Company Inc.), dated January 4, 2016
- H. Phase I Environmental Site Assessment (Alliance Environmental Services), dated August 13, 2004
- I. Historic Evaluation of Structures on the Village Run Condominiums Project Property (RECON Environmental), dated March 22, 2016



 Project Location

**FIGURE 1**  
Regional Location

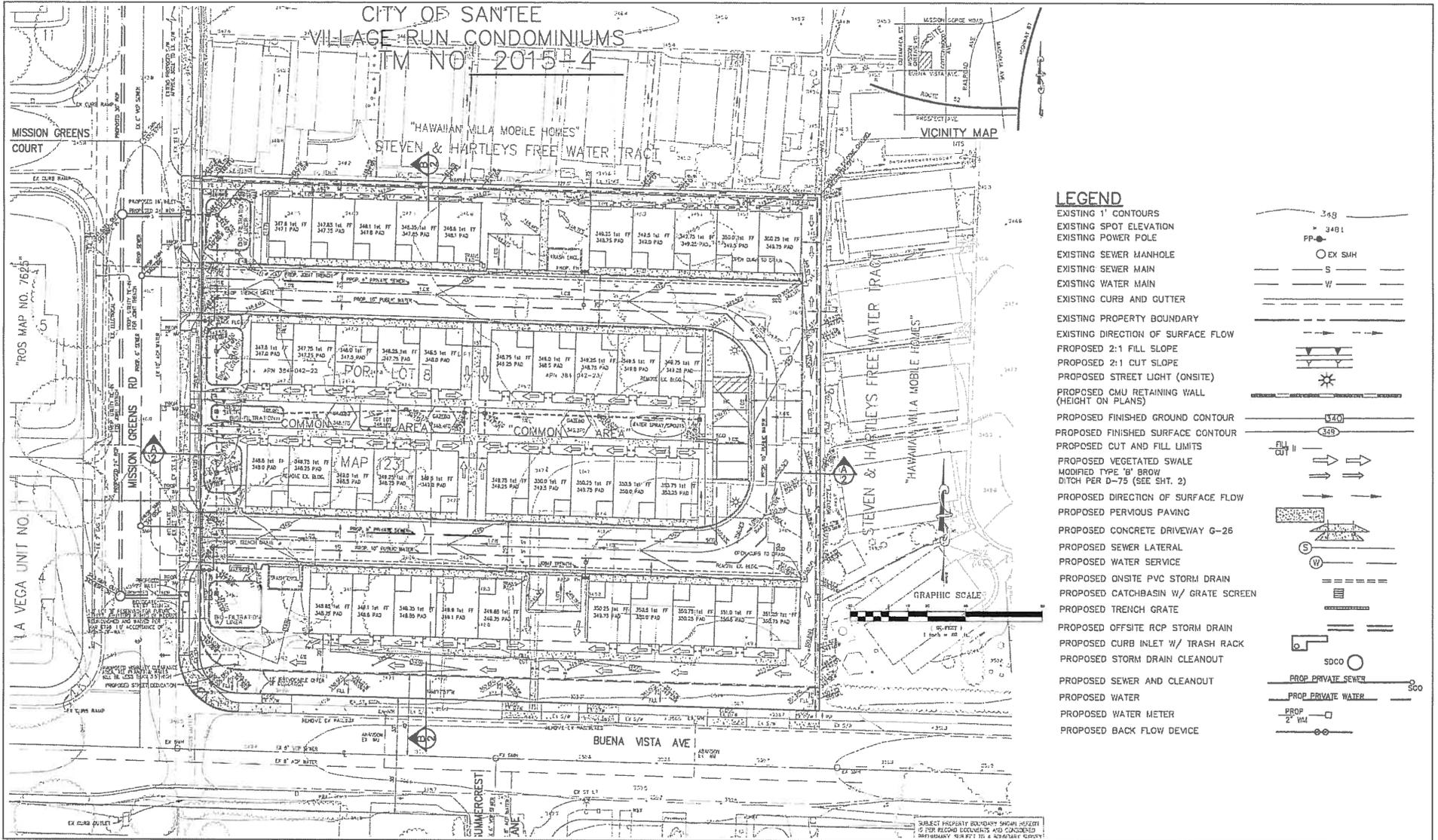


 Project Boundary

FIGURE 2

Project Location on Aerial Photograph

Map Source: Draper Engineering



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**FIGURE 3**  
Tentative Map

Map Source: George Mercer Associates Inc.

**LEGEND**

SYMBOL	SPECIES	MIN. SIZE	QUANTITY
	CALLISTEMON CUNEATUS LEMON MYRTLE/LEAFY	24" DIA. STANDARD	10
	PTERIS PIERIS EMERALD FERN/PIE	24" DIA. STANDARD	10
	PANDANUS FRAXINIFOLIUS FERN PALM	24" DIA. STANDARD	14
	GLEDITSIA PUMILA AUSTRALIAN WATTLE	24" DIA. LOW SPREAD	9
	STENOLA ATRATA SAGE WICKER/PIE	24" DIA. SPREAD	12
	ATRIPLEX CANESCENS SAGEBUSH	1 GAL.	75
	RHUS GLABRA SMOOTH LEAFED	5 GAL.	34
	CALLISTEMON CUNEATUS LEMON MYRTLE/LEAFY	5 GAL.	174
	EUCALYPTUS GLOBULUS GUM TREES	5 GAL.	100
	QUERCUS LAEVIS WHITE OAK	5 GAL.	107
	ELEAGNUS ARGENTEA SILVER OLEA	5 GAL.	177
	LANTANA CAMARA ORANGE BLOSSOM	5 GAL.	78
	PENNISETUM SETACEUM SWEETGRASS	5 GAL.	23
	PTERIS PIERIS EMERALD FERN/PIE	5 GAL.	130
	PTERIS PIERIS EMERALD FERN/PIE	5 GAL.	236
	PTERIS PIERIS EMERALD FERN/PIE	5 GAL.	23
	PTERIS PIERIS EMERALD FERN/PIE	5 GAL.	25

- TURF: METALUM SOIL
- BRICK PAVES: 4" x 8" x 4" (4" DIA.)
- DRY CREEK BED: 18" x 18" x 18" (18" DIA.)
- STONE: 18" x 18" x 18" (18" DIA.)
- CONCRETE: 18" x 18" x 18" (18" DIA.)
- FILTER FABRIC: 18" x 18" x 18" (18" DIA.)
- 3/4" INCH GRAVEL: 18" x 18" x 18" (18" DIA.)
- 1/2" INCH GRAVEL: 18" x 18" x 18" (18" DIA.)
- 1/4" INCH GRAVEL: 18" x 18" x 18" (18" DIA.)

ALL THESE AREAS SHALL BE LOCATED WITHIN 4' NORTH OF THE DRY CREEK BED. ALL THESE AREAS SHALL BE LOCATED WITHIN 4' NORTH OF THE DRY CREEK BED.

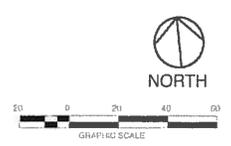
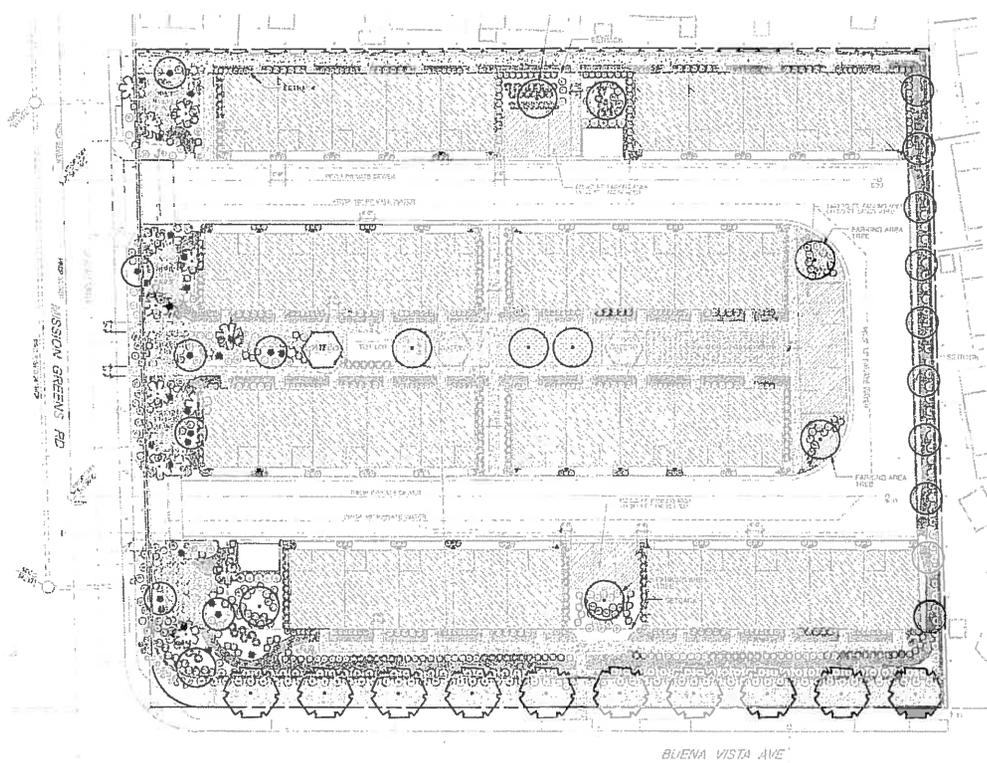
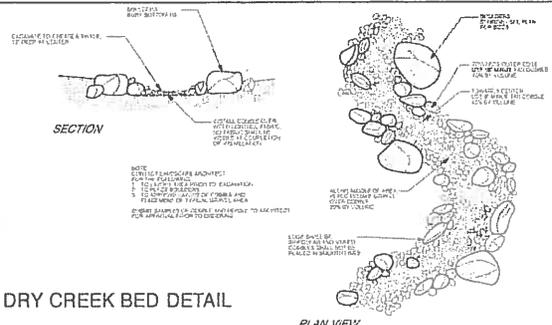


FIGURE 4  
Landscape Plan



Issues:

**I. AESTHETICS** – Would the project:

a) Have a substantial adverse effect on scenic vista?

Potentially Significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

**Discussion:** The project site is not located within a designated scenic vista or adjacent to a designated scenic vista. The project site consists of two single-family residences and an auto-body repair shop. To the north and east of the site is the Hawaiian Village Mobile Home park, to the west are multi-family residential duplexes, and to the south are single-family residences. Additional land uses within the project area include commercial and retail development approximately 1,000 feet to the west and north. The project site is located in a low-lying, developed area with no scenic resources in the area and the proposed project, a 40 multi-family residential development, would have no impact on a scenic vista.

Source(s): City of Santee General Plan, Community Enhancement Element.

b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings with a scenic highway?

Potentially Significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

**Discussion:** The project site is not located within the vicinity or view shed of a state scenic highway and does not contain any scenic resources including rock outcroppings or historic buildings. The nearest State Scenic Highway is State Route 52 however, it is designated scenic from post mile 9.5 near Santo Road to post mile 13 near Mast Boulevard. The project site is located over two and a half miles from this segment. The nearest County Scenic Highway is State Route 67, which is approximately one mile from the project site. Due to the distance, topography, and existing development, the project site is not visible from State Route 52 or County Route 67. The project site does contain some trees that will be removed; however, these trees are not considered scenic resources, as they are not highly visible and do not have any particular scenic or historic qualities. Therefore, the project would result in a less than significant impact to scenic resources.

Source(s): City of Santee General Plan, Community Enhancement and Circulation Elements.

a) Substantially degrade the existing visual character or quality of the site and its surroundings?

Potentially Significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

**Discussion:** The existing visual character of the project site consists of two single-story, single-family residences and an auto-body repair shop. To the north and east of the project site is a mobile home park, to the south are single-story, single-family homes, and to the west is a multi-family residential development that consists of two-story duplex units. The proposed multi-family condominium project would be consistent with the existing visual character and quality of the site and surrounding area, because the project will continue to provide a residential use in an area that is predominately residential.

The proposed project includes architectural elements that would provide varied structure height (maximum 33 feet) features that would soften the scale and massing of the three-story buildings. There have been few improvements to the project site or to the existing residences on-site since the original construction. Thus, the project would replace a generally unmaintained site that lacks visual interest and appeal with new housing and site design enhancement that would improve the visual character of the site and the surrounding area. In addition, the project would incorporate landscaping including trees and drought-tolerant plants in compliance with the City's Landscape and Irrigation Ordinance. The project would not substantially degrade the existing visual character or quality of the site and its surroundings. Impacts would be less than significant.

Source(s): City of Santee General Plan.

b) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

- Potentially Significant Impact
- Less Than Significant Impact
- Less than Significant with Mitigation Incorporated
- No Impact

**Discussion:** The project includes outdoor lighting typical of residential uses that would result in less than significant impacts. The proposed light poles are 12'6" tall on a 2'6" base and will be shielded and directed to avoid glare on adjacent properties to comply with Santee Municipal Code Section 17.30.030(B). The code requires that all lights and illuminated signs shall be shielded or directed so as to not cause glare on adjacent properties or to motorists. As a result, consistency with Section 17.30.030(B) would ensure that the project would result in less than significant impacts related to light, glare, and nighttime views. In addition, the project consists of stucco material, which is a non-reflective building finish that will not create a source of glare or light.

Source(s): City of Santee General Plan, Santee Municipal Code.

**II. AGRICULTURE AND FORESTRY RESOURCES** – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and the forest carbon measurement methodology provided in Forest protocols adopted by the California Air Resource Board – Would the project:

- a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

- Potentially Significant Impact
- Less Than Significant Impact
- Less than Significant with Mitigation Incorporated
- No Impact

**Discussion:** The project site is designated as Urban and Built-Up land according to the Farmland Mapping and Monitoring Program. The project site does not contain any agricultural operations and has no recent history of agricultural production. The site is currently developed with two single-family residences and an auto-body repair shop. Therefore, the project would not result in the conversion of agricultural land or any Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to a non-agricultural use. No impact would occur.

Source(s): Department of Conservation, Farmland Mapping and Monitoring Program.

- b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

- Potentially Significant Impact
- Less Than Significant Impact
- Less than Significant with Mitigation Incorporated
- No Impact

**Discussion:** The project site is disturbed and developed with two single-family residences and an auto body shop. It is not within an Agricultural Preserve and is not subject to a Williamson Act Contract, nor is the site zoned for agricultural purposes. Therefore, there is no conflict with agriculture zoning or Williamson Act lands. No impact would occur.

Source(s): City of Santee, General Plan, Land Use Element; City of Santee, Zoning Ordinance.

- c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

- Potentially Significant Impact
- Less Than Significant Impact
- Less than Significant with Mitigation Incorporated
- No Impact

**Discussion:** The project site is disturbed and developed with two single-family residences and an auto body shop. It does not contain any forest or timberland as defined by Public Resource code section 4526 or Government Code section 51104(g). The project site is zoned medium-high density residential (R-14). No impact would occur.

Source(s): City of Santee, General Plan, Land Use Element; City of Santee, Zoning Ordinance.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project site is disturbed and developed with two single-family residences and an auto body shop. It does not contain any forest or timberland as defined by Public Resource code section 4526 or Government Code section 51104(g). No impact would occur.

Source(s): City of Santee, General Plan, Land Use Element; City of Santee, Zoning Ordinance.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project includes the construction of a multi-family development and the site is surrounded by residential development. There are no agricultural uses or forest lands on-site or in the vicinity of the project site. Therefore, the project would not result in conversion of farmland or forest land to non-agricultural use. No impact would occur.

Source(s): City of Santee, General Plan, Land Use Element; and City of Santee, Zoning Ordinance.

**III. AIR QUALITY** -- Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project is consistent with the San Diego Regional Air Quality Strategy Plan and the California State Implementation Plan. Both are based on the growth anticipated by local general plans. The proposed project is consistent with the City of Santee's General Plan and zoning land use designations. Therefore, the project would not conflict with or obstruct the implementation of an applicable air quality plan. No impact would occur.

Source(s): City of Santee, General Plan, Land Use Element.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** Air pollutant emissions resulting from implementation of the project would be primarily due to construction and traffic associated with daily operation of the project. Construction-related pollutants result from dust raised during demolition and grading, emissions from construction vehicles, and chemicals used during construction. Operational emissions include mobile source emissions originating from traffic generated by the project, and area source emissions resulting from activities such as the use of natural gas and consumer products. In addition, landscaping maintenance activities associated with the proposed land uses would produce pollutant emissions.

The San Diego Air Pollution Control District (SDAPCD) does not provide specific numeric thresholds for determining the significance of air quality impacts under California Environmental Quality Act (CEQA). However, the SDAPCD does specify Air Quality Impact Analysis trigger levels for new or modified stationary sources (SDAPCD Rules 20.2 and 20.3). For comparative purposes, these levels are used to evaluate emissions due to the project.

Emissions due to construction and operation of the project were calculated using the California Emissions Estimator

Model (CalEEMod). CalEEMod parameters for heavy construction equipment use are based on surveys of similar development projects. Common accessory work such as water/sewer laterals and storm-drain pipes are accounted for in modeling parameters. The emissions associated with construction activities are compared to SDAPCD’s trigger levels in Table 1, Construction Emissions. The emissions associated with project operation are compared to SDAPCD’s trigger levels in Table 2, Operational Emissions.

Table 1. Construction Emissions (pounds per day)						
	ROG	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
2016	9.4	39.3	32.7	0.1	5.4	2.6
<i>Significance Threshold</i>	<i>250</i>	<i>250</i>	<i>550</i>	<i>250</i>	<i>100</i>	<i>67</i>
ROG = reactive organic gas; NO <sub>x</sub> = nitrogen oxide ; CO = carbon monoxide; SO <sub>x</sub> = sulfur oxide ; PM <sub>10</sub> = particulate matter less than 10 microns ; PM <sub>2.5</sub> = particulate matter less than 2.5 microns. Source: CalEEMod Output, Attachment 1						

Table 2. Operational Emissions (pounds per day)						
	ROG	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
Area Sources <sup>1</sup>	61.5	0.9	69.8	0.0	9.2	9.2
Mobile Sources	2.3	1.7	8.6	0.0	1.2	0.3
<b>Total<sup>2</sup></b>	<b>63.9</b>	<b>2.6</b>	<b>78.3</b>	<b>0.0</b>	<b>10.3</b>	<b>9.5</b>
<i>Significance Threshold</i>	<i>250</i>	<i>250</i>	<i>550</i>	<i>250</i>	<i>100</i>	<i>100</i>
ROG = reactive organic gas, ROG is same as volatile organic compound (VOC); NO <sub>x</sub> = nitrogen oxide ; CO = carbon monoxide; SO <sub>x</sub> = sulfur oxide ; PM <sub>10</sub> = particulate matter less than 10 microns ; PM <sub>2.5</sub> = particulate matter less than 2.5 microns. <sup>1</sup> CalEEMod calculates emissions due to area and energy sources. These emissions were combined and are reported together as area sources <sup>2</sup> Totals may vary due to independent rounding. Source: CalEEMod Output, Attachment 1						

Modeling included consideration of SDAPCD Rules 55 and 67, which require construction to include watering the site to control dust and limiting interior paints to 150 milligrams per liter of volatile organic compounds. Additionally, trip lengths were based on an average regional trip length of 5.8 miles as identified by the San Diego Association of Governments (SANDAG; 2014). The details of the calculations are provided in Attachment 1.

As shown, construction and operational emissions would be less than the applicable thresholds for all criteria pollutants. However, without application of the SDAPCD Rules, impacts could be significant. Thus, the following mitigation measure is required to ensure air quality impacts during construction are less than significant:

**AIR-1: SDAPCD Regulations – Dust Control and Low-VOC Paint**

The applicant shall include a note on all grading plans and construction documents as follows:

- “The following measures shall be implemented during site grading and construction:
- As required by SDAPCD, the applicant shall implement watering of the site for dust control during grading; shall minimize grading to the extent feasible; prevent “track out” onto streets, and comply with idling time restrictions for construction equipment.
  - As required by SDAPCD Rule 67, all interior paints shall contain no more than 150 milligrams per liter of volatile organic compounds.
  - For detailed SDAPCD requirements see Rule 50 (Visible Emissions), Rule 51 (nuisance), Rule 52 (particulate matter), Rule 54 (dust and fumes), Rule 55 (Fugitive Dust Control), and Rule 67 (architectural coatings) at [http://www.sdapcd.org/content/sdc/apcd/en/Rule\\_Development/Rules\\_and\\_Regulations.html](http://www.sdapcd.org/content/sdc/apcd/en/Rule_Development/Rules_and_Regulations.html).”

Source(s): San Diego Air Pollution Control District (SDAPCD) regulations; California Air Pollution Control Officers Association’s (CAPCOA) California Emission Estimator Model (CalEEMod); CalEEMod Output Files (Attachment 1).

- c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The San Diego Air Basin (SDAB) is classified as attainment for all criterion pollutants except ozone, particulate matter less than 10 microns (PM10), and particulate matter less than 2.5 microns (PM2.5). Ozone is not emitted directly but is a result of atmospheric activity on precursors. Nitrogen oxide (NOX) and reactive organic gases (ROG) are known as the chief “precursors” of ozone. These compounds react in the presence of sunlight to produce ozone.

As shown in Tables 1 and 2 above, emissions of ozone precursors (ROG and NOX), PM10, and PM2.5 from construction and operation would be below the applicable thresholds, the SDAPCD trigger levels. Therefore, the project would not generate emissions in quantities that would result in an exceedance of the National Ambient Air Quality Standards or California Ambient Air Quality Standards for ozone, PM10, or PM2.5, and impacts would be less than significant.

In addition, the project, and other projects in the air basin would be required to comply with SDAPCD rules and regulations, such as watering during grading activities, preventing “track out” onto streets, and limitations on idling time. Specific rules applicable to the project and other construction sites in the air basin include the following: Rule 50 (Visible Emissions), Rule 51 (nuisance), Rule 52 (particulate matter), Rule 54 (dust and fumes), Rule 55 (Fugitive Dust Control), and Rule 67 (architectural coatings), all of which will be adhered to as required by mitigation measure AIR-1 and the SDAPCD. Compliance with these standards would ensure that cumulative air quality impacts would be reduced to less than significant.

Compliance with applicable regulations discussed above and provided in AIR-1 would ensure that the project would not cause or result in a cumulatively considerable net increase of any criterion pollutant or increase the frequency or severity of any existing non-attainment status. As a result, with implementation of mitigation measure AIR-1, the project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation and project impacts would be less than significant.

Source(s): SDAPCD Regulations; City of Santee General Plan, Land Use Element.

- d) Expose sensitive receptors to substantial pollutant concentrations?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** No elderly care facilities or schools are identified in the surrounding area; however, the site is adjacent to residential uses, which are considered sensitive receptors. Grading and construction of the project site could generate fugitive dust emissions from the use of equipment. However, these emissions are temporary and would not generate an ongoing, substantial source of emissions that could adversely affect surrounding sensitive receptors (e.g., residential uses). Implementation of standard grading and construction measures for dust control and pollution prevention as required by SDAPCD (e.g., watering during grading activities, preventing “track out” onto streets, and limitations on idling time) would avoid potential impacts. In addition, the proposed residential use would not involve activities that would result in substantial pollutant concentrations during the operational phase of the project. Specific rules applicable to the project include the following: Rule 50 (visible emissions), Rule 51 (nuisance), Rule 52 (particulate matter), Rule 54 (dust and fumes), Rule 55 (fugitive dust control), and Rule 67 (architectural coatings), all of which will be adhered to as required by the SDAPCD. Thus, the project would result in a less than significant impact related to exposure of sensitive receptors to substantial pollutant concentrations.

Source(s): SDAPCD Requirements, Municipal Code.

- e) Create objectionable odors affecting a substantial number of people?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project proposes the development of 40 multi-family residential condominiums. Residential use is not associated with the generation of objectionable odors. In addition, no sources of objectionable odors were identified in the surrounding area. The use of fuels and diesel during construction would generate some odors; however, odors generated from construction would be temporary and would not affect a substantial number of people. As a result, impacts would be less than significant.

Source(s): SDAPCD requirements, Project Design, Municipal Code.

**IV. BIOLOGICAL RESOURCES -- Would the project:**

- a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** A biological survey (Attachment 2) was conducted by RECON Environmental. The project site consists of 1.30 acres of disturbed habitat and 0.70 acre of developed land. The disturbed land within the project boundary is dominated by non-native plant species, including redstem filaree (*Erodium cicutarium*) and giant reed (*Arundo donax*). This vegetation class also includes some scattered individual trees that are too few and widespread to form a distinct habitat. These species consist of sycamore (*Platanus racemosa*), pine (*Pinus* sp.), Mexican fan palm (*Washingtonia robusta*), and Peruvian peppertree (*Schinus molle*). No sensitive plant or wildlife species were observed during on-site surveys, and no sensitive plants or wildlife species are expected to occur due to the existing land uses and surrounding development. However, there is a potential for the project to have direct impacts on nesting and migratory bird species from the removal of trees within the project site. Therefore, the project could potentially have significant impacts on nesting and migratory birds or raptors (Impact **Bio-1**), if tree removal or construction occurs during the typical bird breeding season.

In order to ensure the project complies with the regulations that protect nesting and migratory birds or raptors, the following mitigation measure will be required:

**BIO-1:** No more than 5 days prior to the start of construction/ground disturbance, a pre-grading survey shall be required. The survey shall determine the presence of active bird nests if vegetation clearing is proposed during the typical bird breeding season of January 15–September 15 (starting as early as January 1 for some raptors). A note shall be added to the grading plans documenting this requirement. If avoidance of the bird breeding season is not feasible, surveys by a qualified biologist with experience in conducting breeding bird surveys to detect protected native birds occurring in suitable nesting habitat that is to be disturbed and (as access to adjacent areas allows) any other such habitat within 300 feet of the disturbance area (within 500 feet for raptors). Project personnel, including all contractors working on-site, shall be instructed on the sensitivity of the area. Reductions in the nest buffer distance may be appropriate depending on the bird species involved, ambient levels of human activity, screening vegetation, or possibly other factors. No direct impacts shall occur to any nesting birds or their eggs, chicks, or nests. If an active nest is located, nest avoidance measures would be required in accordance with the Migratory Bird Treaty Act of 1918 (MBTA) and California Department of Fish and Game Code 3503.

Biological resource impacts would be less than significant after the implementation of the above mitigation measure.

Source(s): Aerial photo, Biological Letter Report (RECON Environmental) dated April 12, 2017.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

- Potentially Significant Impact
- Less than Significant with Mitigation Incorporated
- Less Than Significant Impact
- No Impact

**Discussion:** The site does not contain any riparian habitat or sensitive natural community. In addition, the project site is not located in the Draft Santee Draft Multiple Species Conservation Program (MSCP) Subarea Preserve. The project would result in a less than significant impact due to the disturbed nature of the site and the lack of riparian habitat or sensitive natural communities.

Source(s): Aerial photo, Biological Letter Report (RECON Environmental) dated April 12, 2017.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

- Potentially Significant Impact
- Less than Significant with Mitigation Incorporated
- Less Than Significant Impact
- No Impact

**Discussion:** The site does not contain any federally protected wetlands. Thus, no impact to wetlands would occur.

Source(s): Aerial photo, Biological Letter Report (RECON Environmental) dated April 12, 2017.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

- Potentially Significant Impact
- Less than Significant with Mitigation Incorporated
- Less Than Significant Impact
- No Impact

**Discussion:** The site is not likely to serve as a wildlife corridor or linkage because the project site is developed with two single-family residences and an auto body repair shop. In addition, the project site is surrounded by development on all four sides. Furthermore, the project site is not within or adjacent to a planned preserve area in the City's Draft MSCP Subarea Plan. Therefore, the site would not interfere with native resident or migratory fish or wildlife species, or with established native resident migratory wildlife corridors, and would not impede the use of native wildlife nursery sites. Impacts would be less than significant.

Source(s): City of Santee General Plan, Open Space Conservation Element; City of Santee Draft MSCP Subarea Plan.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

- Potentially Significant Impact
- Less than Significant with Mitigation Incorporated
- Less Than Significant Impact
- No Impact

**Discussion:** The City does not currently have an adopted MSCP Subarea Plan. However, the project would not conflict with or prevent implementation of the City's current Draft MSCP Subarea Plan preserve design because the project site is not located within the Draft Subarea Preserve, is not proposed for conservation, and is not adjacent to any preserve areas. The project would not conflict with any local policies or ordinances protecting biological resources. Thus, there would be no impact.

Source(s): City of Santee Draft MSCP Subarea Plan.

- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** See response provided for IV. e) above.

Source(s): City of Santee Draft MSCP Subarea Plan.

**V. CULTURAL RESOURCES --** Would the project:

- a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project site is developed with two single-family residences and an auto body shop. Based on the review of historical aerial photos of the project site, these existing structures are over 50 years old. A historic evaluation of the structures was completed by RECON to determine the historical significance of the structures. The following is a summary of the findings of the historical evaluation that shows none of the on-site structures meet the criteria to be considered a historic resource as defined in Section 15064.5.

The residence addressed 9914 Buena Vista Avenue is the oldest of the structures on the project property. The earliest map that shows a structure in the area of the existing house is a 1939 U.S. Geological Survey photograph, although no details or the actual size of function are apparent from the map. The house appears on a 1953 aerial photograph and shows a rectangular ground plan, approximately 30 feet by 20 feet, oriented north–south. The 1964 aerial photo shows a different configuration, with a large 26-feet-by-20-foot addition on the west side of the original house and an approximately 15-foot-long addition on the south end of the original house. A 1989 aerial photograph shows a garage added to the west end of the west addition.

The residence has been heavily altered from its apparent original configuration. The small front addition has resulted in the moving of the front door from the south façade to the west wall of the addition, and a change in the roofline. The two western additions have changed the house massing from a small square massing to a large horizontal massing. The 1964 configuration of the house is not a unique design and is not an exemplary example of the massed plan side-gabled style of architecture. It does not exhibit exceptional craftsmanship or use of unique local materials in its construction. The alterations have impacted the building to the point it no longer retains sufficient integrity in aspects of design, materials, and workmanship.

The residence addressed 9938 Buena Vista Avenue first appears on a 1964 aerial photograph. The ground plan is rectangular with an east–west orientation. There is a small shed addition along the east half of the south side of the house. Sometime in the 1990s, the shed addition was enlarged to cover the entire south side of the house. The house currently has a rectangular ground plan, with a low-pitched side-gabled roof and stucco-cladded walls. Architecture is a very plain vernacular style. The extent of alterations to this house is unknown. The house itself is not a unique design and is not an exemplary example of a particular form of architecture. It does not exhibit exceptional craftsmanship or use of unique local materials or design features.

The auto body shop, addressed 9936 Buena Vista Avenue, first appears in a 1964 aerial photograph. It has a rectangular ground plan and appears to be the same size it is now, 50 feet north–south by 40 feet east–west. In 1966, a small rectangular room was added to the north corner of the west wall. A 1994 aerial photograph appears to show a large addition to the west wall of the building and the small room on the northwest corner gone. A small shed roof is also present on the east wall of the original building.

The additions to the auto body shop structure have significantly altered its appearance. It was originally a small, plain, rectangular building dominated by the two large openings for the service bays. The western addition is a completely blank façade that does not have bays or architectural detail that complements the original building façade. The rear of the addition is plywood covered, which does not match the stucco of the original building. The additions have altered the



(California Public Resources Code Section 5097.98), with the most likely descendants regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.

Source(s): City of Santee General Plan, Conservation Element; City of Santee Municipal Code

- c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project site is located in the El Cajon Valley and is underlain by older alluvium (Qu) described as "Late Pleistocene alluvial deposits; moderately consolidated, poorly-sorted flood plain deposits consisting of gravelly, sandy silt and clay". Alluvium deposits of relatively recent age (i.e., generally younger than 10,000 years old) consist of clays, silts, sands, and gravels that were generally transported by ephemeral streams. Due to the geologically young age, alluvium deposits are considered to have low paleontological resource sensitivity.

In addition, proposed site preparation and grading includes approximately 1,520 cubic yards of cut and 4,160 cubic yards of fill. Surficial loose topsoils will be removed and replaced by compacted fill at approximate depths ranging from 2 to 3 feet. According to the Addendum Report of Limited Geotechnical Investigation, Seismic Hazard Study and Geologic Reconnaissance, the site is overlain by topsoil at typical 1 to 2 feet depths that is underlain by old alluvium (Qu). The old alluvium is anticipated to overlie stable granitic bedrock at depth. Since the old alluvium is considered to provide suitable strata for the proposed development, the proposed excavation depths are minor (2 to 3 feet) and would not impact older bedrock that has a higher likelihood to contain paleontological resources. Thus, no paleontological resource impact would occur.

Source(s): City of Santee General Plan, Conservation Element; Updated Geotechnical Investigation Report dated January 4, 2016 prepared by C.W. La Monte Company Inc., Addendum Report of Limited Geotechnical Investigation, Seismic Hazard Study and Geologic Reconnaissance (C.W. La Monte Company Inc.) dated December 31, 2015; Paleontological Resources County of San Diego (Deméré, Thomas A. and Stephen L. Walsh) dated 1993.

- d) Disturb any human remains, including those interred outside of formal cemeteries?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** In the unlikely event that unknown human remains and/or burials are encountered during project grading and construction, they would be handled in accordance with procedures of the Public Resources Code Section 5097.98, the California Government Code Section 27491, the Health and Safety Code Section 7050.5, and State CEQA Guidelines Section 15064.5. These regulations detail specific procedures to follow in the event of a discovery of human remains. In addition, mitigation measure CUL-1 would ensure that any buried human remains inadvertently uncovered during grading operations are handled in compliance with these regulations and ensure that impacts would be less than significant with mitigation. See also V. b) above.

Source(s): City of Santee General Plan, Conservation Element, Municipal Code.

- e) Cause a substantial adverse change in the significance of a Tribal Cultural Resource as defined in Public Resources Code §21074?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** Tribal cultural resources are sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either included or determined to be eligible for inclusion in the California Register of Historical Resources or included in a local register of historical resources as defined in subdivision (k) of Public Resources Code Section 5020.1. As discussed in sections V. b), the project site has been disturbed by prior development and has a low potential for supporting cultural resources. Nonetheless, an archeological and Native American monitor will be required on-site during grading (CUL-1) to ensure that any buried resources are identified. In compliance with California Public Resources Code Section 21080.3.1, on June 15, 2017, the City of Santee

sent a letter to Art Bunce, Tribal Attorney for the Barona Band of Mission Indians and Lisa Cumper, Secretary/Treasurer for the Jamul Indian Village notifying the tribes of the proposed project. On June 27, 2017, the City of Santee sent a letter to Mario Morales with the Mesa Grande Band of Mission Indians notifying the tribe of the proposed project. The City of Santee received a request for consultation on June 23, 2017 from the Jamul Indian Village. On September 27, 2017, Jamul Indian Village agreed with the mitigation measures which include requiring an archaeological and Native American monitor on the project site during grading activities.

Source(s): City of Santee General Plan, Conservation Element.

**VI. GEOLOGY AND SOILS -- Would the project:**

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

- Potentially Significant Impact
- Less Than Significant Impact
- Less than Significant with Mitigation Incorporated
- No Impact

**Discussion:** The project site is not located within an area that has been identified as having a known earthquake fault as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map. Current geologic literature indicates that the Rose Canyon Fault Zone is the nearest active fault zone with the nearest segment mapped approximately 15 miles southwest of the site. The Elsinore and San Jacinto Fault zones located about 28 and 48 miles, respectively, northeast of the site. Therefore, the risk of earthquake ground rupture is low. In addition, all earthwork would be conducted in accordance with the City's Excavation and Grading Ordinance (Santee Municipal Code, Chapter 15.58) and site-specific recommendations discussed in the Updated Geotechnical Investigation Report. Implementation of geotechnical recommendations are required as part of the grading permit pursuant to Municipal Code Section 15.58.120. Seismic design of the proposed structures would be provided in accordance with the California Building Code guidelines that are currently adopted by the City of Santee. Therefore, the project would not expose people or structures to risk of loss injury or death involving rupture of an earthquake fault and impacts would be less than significant.

Source(s): Addendum Report of Limited Geotechnical Investigation, Seismic Hazard Study and Geologic Reconnaissance (C.W. La Monte Company, Inc.) dated December 31, 2015; Updated Geotechnical Investigation Report (C.W. La Monte Company Inc.) dated January 4, 2016.

ii. Strong seismic ground shaking?

- Potentially Significant Impact
- Less Than Significant Impact
- Less than Significant with Mitigation Incorporated
- No Impact

**Discussion: a-ii)** There are seven known active faults within a search radius of 50 miles from the property with potential to cause strong seismic ground shaking in Santee. The most significant seismic hazard at the site is shaking caused by an earthquake occurring on a nearby or distant active fault. However, the project site is not considered to possess a significantly greater seismic risk than that of the surrounding area (as the majority of southern California is seismically active). Conformance with the California Building Code guidelines, adopted by the City of Santee, would reduce potential impacts to less than significant.

Source(s): Addendum Report of Limited Geotechnical Investigation, Seismic Hazard Study and Geologic Reconnaissance (C.W. La Monte Company, Inc.) dated December 31, 2015; Updated Geotechnical Investigation Report (C.W. La Monte Company, Inc.) dated January 4, 2016.

iii. Seismic-related ground failure, including liquefaction?

- Potentially Significant Impact
- Less Than Significant Impact
- Less than Significant with Mitigation Incorporated
- No Impact

**Discussion:** The Geotechnical/Seismic Hazard Study for the Safety Element of the Santee General Plan identifies the site as being located in Hazard Category C3, which is assigned to areas with gently sloping topography (Figure 8-3). The soil type associated with Hazard Category C3 consists of terrace deposits or older alluvium. According to the General Plan, the potential for seismically induced liquefaction in C3 areas is low to moderate and expansive soil conditions are variable. As stated in the Geotechnical Investigation, the materials of mostly medium dense to dense silty sand and clayey sand and some stiff sandy clay at the site are not subject to liquefaction due to such factors as soil density, grain-size distribution, and groundwater conditions. Additionally, the project would not expose people or structures to substantial adverse effects, including the risk of loss, injury, or death, because the project would be designed to comply with all the California Building Code and geotechnical recommendations to protect the site in the event of an earthquake. Implementation of geotechnical recommendations are required as part of the grading permit pursuant to Municipal Code Section 15.58.120. Thus, impacts from seismic-related ground failure or liquefaction would be less than significant.

Source(s): City of Santee General Plan, Safety and Conservation Elements; Addendum Report of Limited Geotechnical Investigation, Seismic Hazard Study and Geologic Reconnaissance (C.W. La Monte Company, Inc.) dated December 31, 2015; Updated Geotechnical Investigation Report (C.W. La Monte Company, Inc.) dated January 4, 2016

iv. Landslides?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The Geotechnical/Seismic Hazard Study for the Safety Element of the Santee General Plan identifies the site as being located in Hazard Category C3, which is assigned to areas with gently sloping topography (Figure 8-3). The soil type associated with Hazard Category C3 consists of terrace deposits or older alluvium. This classification category is only susceptible to landslide hazards when underlain by the landslide-prone Friars Formation. Since the site is not underlain by Friars Formation, the site is not susceptible to landslide hazards. Due to the site's underlying stable geologic units and gentle topography, deep-seated landsliding does not present a hazard to the site and no impact would occur.

Source(s): City of Santee General Plan, Safety and Conservation Elements; City of Santee Municipal Code; Updated Geotechnical Investigation Report (C.W. La Monte Company, Inc.) dated January 4, 2016.

b) Result in substantial soil erosion or the loss of topsoil?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project site is generally flat, which limits the potential for substantial soil erosion. In addition, the project would include landscaping for both long-term erosion control and aesthetic purposes. The project is required to comply with the SMC Section 15.58.140, which requires preparation of an erosion control plan to the satisfaction of the City Engineer, inclusion of the plan as part of the grading plans, and plan compliance made a condition of issuance of the grading permit. In addition, as described in Section VIII, Hydrology and Water Quality, the project would implement best management practices (BMPs) during construction and operation in compliance with stormwater permit requirements. Due to these factors, the project would not result in unprotected erodible soils or significantly increased erosion potential. Therefore, a less than significant impact would occur.

Source(s): City of Santee Municipal Code, Engineering Division.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The site is underlain with loose surficial topsoil that is typically 1 to 2.5 feet in thickness. This surficial material requires remedial grading; however, the topsoil is underlain with competent old alluvium that provides suitable

bearing strata for the proposed improvements. Geotechnical issues are not anticipated in regards to settlement or other soil instability issues based on the nature of the material. Landslides do not represent a risk at the subject property. The site would not be subject to landslide, lateral spreading, subsidence, liquefaction, or collapse. Refer also to response a) iii. and iv. As a result, impacts would be less than significant.

Source(s): City of Santee General Plan, Safety and Conservation Elements; Updated Geotechnical Investigation Report (C.W. La Monte Company, Inc.) dated January 4, 2016.

- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code, creating substantial risks to life or property?

- Potentially Significant Impact
- Less Than Significant Impact
- Less than Significant with Mitigation Incorporated
- No Impact

**Discussion:** The majority of the project site is located in Geotechnical Hazard Zone C3 according to the Seismic Safety Element of the General Plan. Zone C3 is classified as having a variable potential for soil expansion. The Geotechnical Investigation found that the anticipated subgrade materials are low to moderately expansive.

Thus, the Geotechnical Investigation includes some recommendations to ensure there is no risk to life or property due to expansive soils. The foundation recommendations provided in the report are based on a moderately expansive as-built subgrade condition. Recommendations are specified in the Geotechnical Investigation and include requirements to be adhered to during earthwork, grading, and preparation for and construction of foundations. With implementation of geotechnical recommendations required as part of the grading permit as required pursuant to Municipal Code 15.58.120, no substantial risk associated with expansive soils would occur. Thus, the project would not result in substantial risks to life or property from expansive soils and impacts would be less than significant.

Source(s): Updated Geotechnical Investigation Report (C.W. La Monte Company, Inc.) dated January 4, 2016

- e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

- Potentially Significant Impact
- Less Than Significant Impact
- Less than Significant with Mitigation Incorporated
- No Impact

**Discussion:** The proposed project is served by public water and sewer and therefore no septic tanks or alternative wastewater disposal systems are proposed. No impact would occur.

Source(s): Public Service Availability Forms from the Padre Dam Municipal Water District.

**VII. GREENHOUSE GAS EMISSIONS -- Would the project:**

- a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

- Potentially Significant Impact
- Less Than Significant Impact
- Less than Significant with Mitigation Incorporated
- No Impact

**Discussion:** This analysis follows significance thresholds from the CAPCOA report CEQA & Climate Change, dated January 2008 (CAPCOA 2008). Guidance from CAPCOA references 900 metric tons of carbon dioxide equivalent (MT CO<sub>2</sub>E) as a conservative threshold for determining when further greenhouse gas (GHG) analysis is required. This threshold is intended as a bright-line test that would exempt projects that are small enough to be unlikely to have significant impacts from further analysis. Projects that exceed the 900 MT CO<sub>2</sub>E screening thresholds are further required to perform a focused GHG analysis.

Although the CAPCOA criteria are interim guidance, they represent a good faith effort to evaluate whether GHG impacts from a project are significant, taking into account the type and location of the proposed development, the best available scientific data regarding GHG emissions, and the current statewide goals and strategies for reduction of GHG emissions.

Annual GHG emissions due to construction and operation of the proposed project were calculated using California Emissions Estimator Model (CAPCOA 2013). Model results are included as Attachment 1. CalEEMod was developed with the participation of several state air districts. The emissions sources include construction (off-road vehicles), mobile (on-road vehicles), area (fireplaces and landscape maintenance equipment), water and wastewater, and solid waste sources. Table 4 summarizes the project's GHG emissions.

GHG emissions are estimated in terms of MT CO<sub>2</sub>E. CO<sub>2</sub>E emissions are the preferred way to assess combined GHG emissions, because they give weight to the global-warming potential (GWP) of different gases.

The GWP is the potential of a gas to warm the global climate in the same amount as an equivalent amount of emissions of carbon dioxide (CO<sub>2</sub>). As example, CO<sub>2</sub> has a GWP of 1, methane (CH<sub>4</sub>) has a GWP of 21, and nitrous oxide (N<sub>2</sub>O) has a GWP of 310, which means that CH<sub>4</sub> and N<sub>2</sub>O have 21 and 310 times greater global warming effect than CO<sub>2</sub>, respectively.

Table 4. Project GHG Emissions (MT CO <sub>2</sub> E per Year)	
Emission Source	GHG Emissions
Vehicles	277
Energy Use	62
Area Sources	52
Water Use	13
Solid Waste Disposal	8
Construction (Amortized over 30 Years)	12
<b>TOTAL</b>	<b>424</b>

As shown, the project would result in a total of 424 MT CO<sub>2</sub>E per year. These emissions include emissions associated with the combustion of fossil fuels in vehicle engines. Vehicle trip generation rates were based on SANDAG's (Not So) Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region (SANDAG 2002). Energy consumption values are based on the California Energy Commission-sponsored California Commercial End Use Survey and Residential Appliance Saturation Survey studies, which identify energy use by building type and climate zone. Area sources emissions include GHG emissions that would occur from the use of fireplaces and landscaping equipment, as well as from the use of consumer products and architectural coatings. Water emissions result from the energy used to supply, distribute, and treat the water and wastewater. The disposal of solid waste produces GHG emissions from anaerobic decomposition in landfills, incineration, and transportation of waste. To calculate the GHG emissions generated by disposing of solid waste for the project, the total volume of solid waste was calculated using waste disposal rates identified by California Department of Resources Recycling and Recovery. Emissions from construction are primarily associated with fossil fuel combustion associated with construction equipment.

The estimated 424 MT CO<sub>2</sub>E per year is substantially less than the identified 900 MT CO<sub>2</sub>E per year screening threshold used in this analysis. In addition, the City's obligations to comply with State energy-saving requirements such as Assembly Bill 939, 2016 Title 24 Energy Code, California Green Building Standards Code, Assembly Bill 341, and drought-tolerant landscaping would be implemented by the project through City and building code ordinance compliance.

In addition, the project will include design features such as pre-wiring for vehicle charging stations, roof-top solar, and rain barrels that would reduce potable water demand. Therefore, GHG impacts associated with the project would be less than significant.

Source(s): CAPCOA 2008, CalEEMod Output Files (Attachment 1).

- b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases?

Potentially Significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact



c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project would not emit hazardous emissions or handle hazardous or acutely hazardous materials and is not located within one-quarter mile of an existing or proposed school. As a result, no impact would occur.

Source(s): Santee School District website.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project site is not identified as a hazardous waste site or clean-up site in the California Department of Toxic Substance Control Board EnviroStor Database, the State Water Resources Control Board – Ground Water Ambient Monitoring and Assessment Program, or the State Water Resources Control Board – Water Data Library.

A review of the Regional Water Quality Control Board’s GeoTracker database shows that there were 9 contaminated wells found within 0.25 miles of the project site northwest of the project site by Cuyamaca Street and Mission Gorge Road. In 2007, an Arco Facility on 9811 Mission Gorge Road released gasoline into aquifers used for drinking water supply. Five underground storage tanks and associated piping were removed from the site for extensive remediation and monitoring. All soils and water contaminated with gasoline have been removed and disposed of under the oversight of applicable regulatory agencies. The case was closed in 2013–2014 (Case number 9UT3564).

A Phase I Environmental Site Assessment (ESA) was completed in 2004 to identify any recognized environmental conditions (REC) in connection with the project site and was completed in conformance with the scope and limitations of the American Society for Testing and Materials (ASTM). The term REC is defined by the ASTM as the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water, or surface water of the property.

The Phase I ESA identified evidence of the following RECs on-site:

- The auto body repair facility located on-site has been in operation since 1984, and operations appear to have been conducted in a manner consistent with environmental regulations. However, prior occupants of the commercial building, dating to at least 1963, have also been auto body repair shops. Notices of Violation (NOVs) were found during local regulatory agency research, including improper disposal of hazardous materials on-site.
- A metal pipe was observed adjacent to an exterior wall of one of the on-site residences. The pipe was adjacent to an outer wall of a bathroom. Based on building department records, it appears the residence was connected to natural gas in 1976. While the pipe is likely a vent pipe for the bathroom, there is a possibility that the feature is a vent pipe from a former heating oil underground storage tank (UST).

Based on these identified RECs, the Phase I ESA recommends that a soil vapor survey be conducted and additional investigations be conducted to determine the function of the pipe at the 9914 Buena Vista Avenue residence. The purpose of the vapor survey is to identify levels of volatile organic compounds in soil to determine whether there is a risk associated with vapor intrusion. Vapor intrusion generally occurs when there is a migration of volatile chemicals from contaminated groundwater or soil into an overlying building.

Additional tasks completed as part of the Phase I ESA include a site investigation by a qualified environmental assessor, review of regulatory agency databases to identify listings of environmental concern, and review of the site history/land uses.

While not a REC, the Phase I ESA also identified the potential presence of asbestos-containing materials (ACMs). The report recommends that prior to building renovation or demolition, an asbestos survey be completed and any ACMs be removed by a licensed asbestos abatement contractor in accordance with local, state, and federal regulations.

Although the report is over 12 years old, the site's history and existing land use have not changed during this time. Any on-site contamination that may have occurred on-site since 2004 would be associated with the ongoing use of the site as a car repair shop. The following mitigation measures would address all potentially hazardous conditions on the project site and would require an investigation to ensure all potential on-site contamination is remediated.

**HAZ-1: Soil Contamination**

Prior to initiation of grading, the applicant shall conduct a soil vapor survey, consisting of a minimum of six sampling points placed in the vicinity of the commercial business/auto repair shop. The purpose of the soil vapor survey is to assess the potential for volatile organic compounds to be present in the soil. Regulatory guidance procedures from the Department of Toxic Substance Control and the Regional Water Quality Control Board shall be followed when performing soil gas surveys. If soil vapor is detected at levels in excess of regulatory guidance, remediation measures shall be implemented to the satisfaction of the applicable regulatory oversight agency and the City of Santee. Examples of remedial measures include (1) the removal of contaminated soils and/or (2) a soil vapor barrier. The removal of contaminated soils would involve hauling the excavated soil to a regulated landfill. Once the contaminated soils are removed, a soil vapor barrier would be installed, if necessary, to be used as a precautionary measure to prevent vapor intrusion. The vapor barrier would be installed under the new foundations during construction. Typical vapor barriers are made from high-density polyethylene that are between 40 and 60 millimeters. All site remediation shall be completed to the satisfaction of the County Department of Environmental Health (DEH) Voluntary Assistance Program.

**HAZ-2: Underground Storage Tank**

Prior to initiation of any grading or ground-disturbing activities on-site, the applicant shall have a UST inspector from the County DEH complete a site visit to determine the function of the metal pipe at the 9914 Buena Vista Avenue residence. If the pipe is associated with an underground storage tank, the tank shall be removed in accordance with applicable regulations (DEH permit).

**HAZ-3: Asbestos**

Prior to demolition of any on-site structures, an asbestos survey shall be completed and any asbestos-containing materials shall be removed by a licensed asbestos abatement contractor in accordance with local, state, and federal regulations.

With implementation of mitigation measures **HAZ-1** through **HAZ-3**, impacts associated with a release of hazardous materials into the environment would be reduced to less than significant.

Source(s): California Department of Toxic Substances Control, EnviroStor Database; Geotracker Database; State Water Resources Control Board – Ground Water Ambient Monitoring and Assessment Program; State Water Resources Control Board – Water Data Library; Phase I Environmental Site Assessment (Alliance Environmental Services) dated August 13, 2004.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

Potentially Significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

**Discussion:** The project site is located less than 1 mile from the Gillespie Airport and is within the Airport Influence Area, Review Area 1 and Safety Zone 6 – Traffic Pattern Zone. The proposed land use is a compatible land use within Safety Zone 6 based on Table III-2 Safety Compatibility Criteria. In a letter dated October 7, 2015, the Airport Land Use Commission determined that the proposed project is conditionally consistent with the San Diego County Airport Land Use Plan. An updated letter is required. The San Diego County Regional Airport Authority is currently reviewing the project. As a result, the project would result in a less than significant impact for people residing or working in the project area.

Source(s): Gillespie Field Airport Land Use Compatibility Plan (ALUCP).

- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** There is no private airstrip in the project area. No impact would occur.

Source(s): City of Santee General Plan, Safety Element.

- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project is an infill project in an existing developed area with access to major roadways that would allow for emergency evacuation. Additionally, the project design includes a U-shaped internal roadway and two access points from Mission Greens Road. The Santee Fire Department has reviewed the project and determined adequate emergency access is available to the project site. Therefore, the project would not impair implementation of, or physically interfere with emergency response and impacts would be less than significant.

Source(s): City of Santee General Plan, Safety Element; City of Santee Emergency Operations Plan; Santee Fire Department.

- h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project site is located within an urbanized area and is not within or adjacent to a California Department of Forestry State Responsibility Area for wildland fire protection. Project design elements are required to conform to City Fire Code requirements (Municipal Code, Title 15, Chapter 15.20) including provision of adequate roadway width and vertical clearance to allow access by fire apparatus. Additionally, roads shall be designed and maintained to support the imposed loads of fire apparatus. The project design incorporates the recommendations of the Fire Department including a U-shaped fire main system that connects with water services on Mission Green Road, providing two fire hydrants on-site, and a 26-foot-wide fire lane. As a result, impacts would be less than significant.

Source(s): City of Santee General Plan, Safety and Conservation Elements; Santee Municipal Code-Urban Wildland Interface; Santee Fire Department.

**IX. HYDROLOGY AND WATER QUALITY --** Would the project:

- a) Violate any water quality standards or waste discharge requirements?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project site is located in the San Diego Watershed, Lower San Diego Hydrologic Unit, and Santee Hydrologic Sub-Area 907.12. The existing site drains from southwest to northeast. The new development would alter the drainage flow and would direct the flow east to west to a new proposed public drainage system on Mission Green Road by bringing in fill soil to direct the flow from east to west. Off-site runoff from a portion of the property to the east and north would be captured in a 12-inch gravel-filled sub drain and would exit the property at its northeast corner.

The Storm Water Quality Management Plan (SWQMP) prepared for the project identified operational BMPs that would be implemented. In addition, an infiltration study was prepared by C.W. L Monte Company, Inc. However, pursuant to the results

of the study, storm water infiltration was considered unsuitable. Therefore, proposed storm water management would utilize bio-filtration basins instead of infiltration. These include five bio-filtration basins that would collect and treat runoff from the project site. The basins would be designed to detain a 4-inch depth of the flow, which would percolate through a 4-inch perforated pipe underdrain. The over flow would then be directed to inlets and into the storm drain system. The basins were designed to detain the peak flow from a 100-year storm. Additionally, all flow would be from impervious to pervious surfaces as required by Low Impact Development (LID) practices.

The project would incorporate construction and post-construction BMPs in compliance with the City's Standard Urban Storm Water Mitigation Plan. Typical construction BMPs are anticipated to include silt fencing, gravel bag barriers, street sweeping, solid waste management, stabilized construction entrance/exits, water conservation practices, and spill prevention and control. Ultimately, the project would be required to comply with the drainage and water quality regulations in place at the time of construction. Operational pollutant sources would include on-site storm drain inlets, landscape/outdoor pesticide use, refuse area, sidewalks, and parking lots. Pollutant and flow control BMPs will be integrated on-site through the proposed bio-filtration basins. A Storm Water Facilities Maintenance Agreement would be prepared during the final engineering phase for the project to ensure long-term maintenance of these BMPs. These agreements are enforced as part of the City's storm water permit from the Regional Water Quality Control Board. The project would also be required to prepare a Storm Water Pollution Prevention Plan that addresses erosion and sediment controls, pollution prevention standards, and requirements for inspections and corrective actions with the intended purpose of preventing discharges of pollutants into receiving waters during construction.

The City requires implementation of the BMPs and storm water requirements outlined in applicable storm water plans during grading and construction. These measures, as detailed in required storm water plans, would preclude any violations of applicable standards and discharge regulations. Project impacts related to water quality would be less than significant.

Source(s): City of Santee General Plan, Conservation Element; Regional Water Quality Control Board Basin Plan; Offsite and Onsite Drainage Study (Draper Engineering) dated April 3, 2017; Storm Water Quality Management Plan (Arrow Civil Engineering, Inc.) dated May 9, 2017; Preliminary Evaluation Report for Infiltration LID Improvements (C.W. La Monte Company Inc.) dated May 1, 2017.

- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project would obtain its water supply from the Padre Dam MWD and would not use groundwater supply for any purpose. Therefore, the project would not deplete supplies of groundwater resources and a less than significant impact would occur.

Source(s): City of Santee General Plan, Conservation Element; Project Facility Availability Forms

- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The existing site drains from southwest to northeast. The new development would alter the drainage flow and would direct the flow east to west to a new proposed public drainage system on Mission Green Road by bringing in fill soil to direct the flow. The increased peak flows and runoff that would occur to an increase in impervious surfaces would be detained in on-site bioretention basins such that the peak flows from a 100-year storm would be restricted to pre-project peak flows. By retaining runoff on-site in bioretention area and employing BMPs to protect water quality and prevent runoff, the project would avoid off-site erosion or siltation. The project would not have any bare ground surfaces that are not either paved or landscaped.

Additionally, the project includes an orifice sized to prevent discharge rates that are greater than the existing 100-year rate. Thus, runoff would be conveyed to bioretention facilities with sufficient storage volume to retain the proposed increase in discharge for the 100 year storm event.

The project would not substantially alter the drainage pattern of the site or the surrounding area in a manner that could result in substantial erosion because project drainage would be retained on-site prior to discharge, which would prevent erosion. With implementation of the proposed BMPs, including bioretention swales and proposed landscaping, the project would not result in substantial erosion or siltation on- or off-site. As a result, impacts would be less than significant.

Source(s): Same as VIII. a) above.

- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project would not substantially alter the existing drainage pattern as discussed in response to VIII. c). The project would not alter the course of a stream or river or substantially increase the rate or amount of surface runoff in a manner that would result in flooding. The existing two-acre site is currently 28.9 percent impervious. Approximately 1.9 acres of the property would be converted to residential lots, streets, and landscaping and 0.1 acre would be dedicated to the City of Santee for utility easements. The project would result in the site being 69.1 percent impervious. This change in land use would increase runoff and peak flows; however, the increase would be detained in bioretention basins so that the peak flows would be restricted to pre-project flows. As a result, the project would result in a less than significant impact.

Source(s): Same as VIII. a) above.

- e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The increase in runoff rates resulting from the increase in impervious surfaces would be offset through the use of bioretention facilities sized to retain storm water and capture pollutants from runoff. With the retention of runoff in appropriately sized bioretention basins, project runoff would not exceed the capacity of storm water drainage systems and would not provide substantial sources of polluted runoff. Refer also to response to VIII. a), c), and d) above.

Source(s): Same as VIII. a) above.

- f) Otherwise substantially degrade water quality?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project would incorporate BMPs to prevent polluted storm water runoff in accordance with the Storm Water Management and Discharge Control Ordinance. See also response to VIII. a) and c) above. As a result, impacts would be less than significant.

Source(s): Same as VIII. a) above.

- g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The Safety Element of the General Plan identifies the site as located outside the inundation limits of the 100-year floodplain and inundation areas of the Chet Harrit Dam, the El Capitan Dam, and the San Vicente Dam. Therefore, no impact would occur related to the placement of housing in a 100-year flood hazard area.

Source(s): City of Santee General Plan, Safety Element and Updated Geotechnical Investigation Report (C.W. La Monte Company Inc.) dated January 4, 2016.

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project site is not located within a 100-year floodplain. As a result, the project would not have the potential to impede or redirect flows and no impact would occur.

Source(s): Same as VIII. g).

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project site is not located within a 100-year floodplain or dam inundation area as identified in the Conservation Element of the General Plan. As a result, no impact related to risk of loss, injury, or death involving flooding would occur.

Source(s): City of Santee General Plan, Conservation Element and Updated Geotechnical Investigation Report (C.W. La Monte Company, Inc.) dated January 4, 2016.

j) Expose people or structures to inundation by seiche, tsunami, or mudflow?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project site is located 16 miles inland from the coast, at approximately 341 feet above mean sea level. The risk of tsunami is negligible due to the distance from the ocean and high elevation. There would be no risk from a seiche, as the site is not located near a body of water. The project would not be at risk for mudflow, because the site is generally flat and surrounded by urbanization. No impact would occur.

Source(s): Project Plans.

**X. LAND USE AND PLANNING -- Would the project:**

a) Physically divide an established community?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project includes construction of 40 multi-family residential condominiums on a 2.0-acre project site. The project site is located within an urbanized area with access from Buena Vista Avenue and Mission Greens Road. The project would not include any project features that would have the potential to physically divide a community. In addition, the project is consistent with the General Plan. Thus, the project would not physically divide an established community. No impact would occur.

Source(s): City of Santee General Plan, Land Use Element.

- b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project would be consistent with the R-14 Medium-High Density Residential General Plan and zoning designation for the project site. The project would not conflict with any policies or regulations identified in the General Plan or zoning ordinance. The project is not located within the coastal zone and no conflicts with any other policies, plans, or regulations have been identified. As a result, the project would not conflict with any plan, policy, or regulation adopted for the purpose of mitigating an environmental effect. No impact would occur.

Source(s): City of Santee General Plan, Land Use Element; Zoning Ordinance.

- c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The City does not currently have an approved habitat conservation plan or natural community conservation plan. However, the project would not conflict with or prevent implementation of the City’s Draft MSCP Subarea Plan, because the project site is not within a planned preserve area. As a result, no impact would occur.

Source(s): City of Santee General Plan, Land Use Element; City of Santee Draft MSCP Subarea Plan 2006.

**XI. MINERAL RESOURCES --** Would the project:

- a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project site is not located within a floodplain or another area with known mineral resources. According to the Conservation Element in the City of Santee General Plan, areas where significant mineral deposits are present are located along the floodplain of the San Diego River and on hills underlain by granite rocks which are located north of the existing development in Carlton Hills, south of Prospect Avenue between Mesa Road and Fanita Drive, and the north end of Magnolia Avenue. The project site is located within a developed area that would not be compatible with mining activities due to land use incompatibilities. As a result, extraction of mineral resources is not a viable use of the site. Furthermore, the project is consistent with the planned residential land uses for the site. As a result, no impact would occur.

Source(s): City of Santee General Plan, Conservation Element.

- b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant                       No Impact

**Discussion:** See response to X. a) above.

Source(s): City of Santee General Plan, Conservation Element.

**XII. NOISE** -- Would the project result in:

- a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Potentially Significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

**Discussion:** The noise descriptors used in this analysis are the one-hour equivalent noise level ( $L_{eq}$ ) and the day-night equivalent level ( $L_{dn}$ ). The  $L_{eq}$  is the level of a steady sound that, in a stated time period and at a stated location, has the same A-weighted sound energy as the time-varying sound. The  $L_{dn}$  is also a 24-hour equivalent sound level that applies an additional 10 A-weighted decibels (dB(A)) to the sound levels occurring between 10:00 P.M. and 7:00 A.M.

General Plan

The City's Noise Element of the General Plan specifies compatibility standards for different categories of land use. For multi-family residential uses, the Noise Element identifies noise levels up to 65  $L_{dn}$  as normally acceptable and up to 70  $L_{dn}$  as conditionally acceptable. Additionally, interior noise levels for multi-family uses are regulated by Title 24 of the California Code of Regulations (CCR), California Noise Insulation Standards. Title 24 requires that interior noise levels attributable to exterior sources not exceed 45  $L_{dn}$  in any habitable room within a residential structure. A habitable room is a room used for living, sleeping, eating, or cooking. Bathrooms, closets, hallways, utility spaces, and similar areas are not considered habitable rooms for this regulation. Additionally, acoustical studies must be prepared for proposed residential structures located where the noise level exceeds 60  $L_{dn}$ . The studies must demonstrate that the design of the building would reduce interior noise to 45  $L_{dn}$  in habitable rooms. If compliance requires windows to be inoperable or closed, the structure must include ventilation or air-conditioning (24 CCR 1207 2010). [Note that the noise metric identified in Title 24 is the community noise equivalent level (CNEL) and not the  $L_{dn}$ . However, for all practical purposes, CNEL and  $L_{dn}$  can be considered synonymous, and  $L_{dn}$  is used in the analysis for consistency.]

Existing land uses in the project area include single-family and multi-family residential land uses including an adjacent mobile home park. The project site is bordered on two sides by roads including Mission Greens Road and Buena Vista Avenue. Noise conditions in the area from the existing surrounding land uses are typical of residential uses and are not a significant contributor to noise levels on the project site due to the adjacent traffic noise that would be greater than any residential noise sources. The main source of traffic noise at the project site is Buena Vista Avenue. Based on SANDAG's Transportation Forecast Information Center, in 2035, Buena Vista Avenue would carry 3,700 average daily trips (ADT; SANDAG 2016). Based on a posted traffic speed of 25 miles per hour and a traffic mix of 95 percent automobile three percent medium truck, and two percent heavy truck, the traffic noise generated by future traffic on Buena Vista Avenue is estimated to be 60  $L_{dn}$  at 41 feet from the centerline of Buena Vista Avenue and 65  $L_{dn}$  at 13 feet from the centerline of Buena Vista Avenue. The southernmost property line is located 30 feet north of the centerline of Buena Vista Avenue. At this distance, noise levels would be approximately 62  $L_{dn}$ . Since the project site would not be exposed to noise levels in excess of 65  $L_{dn}$ , noise levels would be considered compatible with the Noise/Land Use Compatibility Guide provided in the General Plan Noise Element (Figure 7-3).

The southernmost building façade is located approximately 60 feet north of the centerline of Buena Vista Avenue. At this distance, noise levels would be approximately 58  $L_{dn}$ . Standard light-frame construction provides a 20 decibels (dB) exterior to interior noise reduction (FHWA 2011). Therefore, interior noise levels are not projected to exceed 45  $L_{dn}$  and would be compatible with Title 24 standards.

Noise Ordinance

The noise sources on the project site after completion of construction are anticipated to be those that would be typical of any residential complex, such as vehicles arriving and leaving, children at play, and landscape maintenance machinery. None of these noise sources would violate the City of Santee Municipal Code Noise Ordinance or result in a substantial permanent increase in existing noise levels.

Project heating, ventilation, and air conditioning (HVAC) equipment would be located on the first floor near the building entrances with 3-foot stucco walls. Based on the project noise model results, due to attenuation provided by the 3-foot stucco walls, project noise-generating HVAC equipment would be attenuated by the 3-foot stucco walls and will not generate noise levels in excess of the noise level limits of the Municipal Code.

In summary, the proposed project would not generate significant noise levels. The project would be compatible with the existing and future noise environments. Therefore, the project would not expose people to noise levels in excess of the established standards.

Source(s): City of Santee General Plan, Noise Element; Santee Municipal Code; SANDAG's Transportation Forecast Information Center.

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The proposed residential use would involve standard construction activities that do not require the use of equipment that creates significant ground-borne vibration or ground-borne noise, and no uses occur in the area that produce vibration or ground-borne noise. Standard construction equipment would be used such as tractors, loaders, backhoes, graders, scrapers, forklifts, and rollers. Construction activities would include site preparation work and building construction. All construction activities will comply with SMC Section 8.12.290 to reduce potential adverse effects resulting from construction noise.

As a result, the project would not expose people to excessive groundborne vibration or groundborne noise levels, and a less than significant impact would occur.

Source(s): City of Santee General Plan, Noise Element; Santee Municipal Code; Caltrans.

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** According to SANDAG's Not So Brief Guide to Trip Generation, multi-family residential developments (such as condominiums) generate an average of 8 trips per weekday, or approximately 320 ADTs for 40 dwelling units. The project traffic volumes would have the potential to result in a noise level increase on roadways nearest to the project site (Mission Greens Road and Buena Vista Avenue).

According to Caltrans (2013), a change of three (3) dB is barely perceptible to the human ear, and is used for defining when an increase in ambient noise occurs. A change of at least five (5) dB(A) is considered a readily perceivable change in a normal environment. A 10 dB(A) increase is subjectively heard as a doubling in loudness and would cause a community response. In terms of ADTs, a three (3) dB increase in traffic noise would result from the doubling of traffic on a roadway (Caltrans 2013).

According to SANDAG's Transportation Forecast Information Center, the future traffic volume on Buena Vista Avenue is 3,700 ADT. Therefore, the generation of 320 ADTs would not result in a doubling of traffic on Buena Vista Avenue. Forecast information is not available for Mission Greens Road. However, given the developed nature of the project area and the traffic volumes on other adjacent roadways, it is not anticipated that the generation of 320 ADTs would result in a doubling of traffic on Mission Greens Road. Therefore, the project would not result in a permanent increase in ambient noise levels on Buena Vista Avenue and Mission Greens Road.

In addition, the project would comply with the City's Noise Ordinance, contained in Section 8.12.040 of the Santee Municipal Code, and would not substantially alter the vehicle classifications mix on local or regional roadways nor would it alter the speed on an existing roadway or create a new roadway. The proposed residential uses would be similar to other existing uses in the project area and not result in a substantial increase in the existing ambient noise in the project's vicinity. A less than significant impact would occur.

Source(s): City of Santee General Plan, Noise Element, SANDAG's Not So Brief Guide to Trip Generation, SANDAG's Transportation Forecast Information Center

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** Ambient noise levels in the project vicinity may increase for a temporary period due to construction. Temporary construction activity noise is regulated pursuant to the limitations established in the Municipal Code for the protection of public health, safety, and welfare of sensitive receptors. Regarding noise associated with construction activities, Section 8.12.290 of the Santee Municipal Code states that it is unlawful for any person to operate any single or combination of powered construction equipment at any construction site on Mondays through Saturdays except between the hours of 7 A.M. and 7 P.M. The Municipal Code prohibits equivalent noise levels in excess of 75 A-weighted decibels for more than 8 hours (dB(A)  $L_{eq[8]}$ ) during any 24-hour period when measured at, or within, the property lines of any property that is developed and used either in part or in whole for residential purposes. Temporary noise levels in excess of 75 decibels are allowed for shorter periods, as shown in Table 3.

Total Duration in 24 Hours	Decibel Level Allowance	Total Decibel Level
Up to 15 minutes	+15	90
Up to 30 minutes	+12	87
Up to 1 hour	+9	84
Up to 2 hours	+6	81
Up to 4 hours	+3	78
Up to 8 hours	0	75

Source: City of Santee Municipal Code Section 8.12.290

Project construction noise would be generated by diesel engine-driven construction equipment used for site preparation and grading, removal of existing structures and pavement, loading, unloading, and placing materials and paving. Also diesel engine-driven trucks would bring materials to the site and remove the soils from excavation. During excavating, grading, and paving operations, equipment moves to different locations and goes through varying load cycles, and there are breaks for the operators and for non-equipment tasks. Thus, equipment is not continuously generating noise. Although maximum noise levels may be 85 to 90 dB(A) at a distance of 50 feet during the loudest construction activities (FTA 2006), hourly average noise levels from the grading phase of construction would be 82 dB(A)  $L_{eq}$  at 50 feet from the center of construction activity when assessing the loudest pieces of equipment working simultaneously.

Construction noise is considered a point source and would attenuate at approximately 6 dB(A) for every doubling of distance. Construction activities, such as grading, generate the loudest noise levels. Grading would occur over the entire grading footprint and would not be situated at any one location for a long period of time.

There are residential uses immediately adjacent to the project site. These residential uses are approximately 130 feet north, 200 feet south, 165 feet east, and 215 feet west of the center of the project site. Assuming that the acoustic center of the construction activity would be the center of the grading footprint, hourly average construction noise levels at the adjacent northern, southern, eastern, and western residential properties was modeled at 74, 70, 72, and 69 dB(A)  $L_{eq}$ , respectively. Although the existing adjacent residences would be exposed to construction noise levels that could be heard above ambient conditions, the exposure would be temporary and within the time allowances specified in the Municipal Code (see Table 3). Based on modeling results, construction noise levels are not anticipated to exceed 75 dB(A)  $L_{eq}$  at the nearest residential uses. However, in order to ensure that construction noise levels comply with Municipal Code requirements, Mitigation Measure **NOS-1** would be applied:

**NOS-1:** Construction Equipment. For all construction equipment on the project site operating over 75 dBA, the use of such equipment shall be restricted to the time limits specified in Municipal Code Section 8.12.290 when measured at or within the property lines of any property that is used in either in part or in whole for residential purposes. Specified noise level limits and time allowances in the Municipal Code shall be added as a note to the grading plans.

Therefore, with implementation of mitigation measure **NOS-1**, project construction activities would not result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project. Impacts would be less than significant with mitigation.

Source(s): City of Santee General Plan, Noise Element; Santee Municipal Code (Chapter 8.12).

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project site is located within Review Area 1 of the Gillespie Field ALUCP. A majority of the project site is outside any airport noise contours, only the southwestern corner of the site is located within the (exterior) 60 dB noise contour (with 45 dB for interior residential land uses) for the Gillespie Field Airport. However, the Noise Element of the General Plan identifies noise levels up to 65 L<sub>dn</sub> as normally acceptable for multi-family residential land uses, meaning noise levels in excess of 65 L<sub>dn</sub> may be considered “excessive”, or “noisy”. Since outdoor noise from the airport is projected at 60 dB in the southwestern corner of the site based on airport noise contours (noise was modelled at 62 L<sub>dn</sub> for outdoor noise), the project would not expose residents to noises considered excessive (over 65 L<sub>dn</sub>). In addition, standard light-frame construction provides a 20 dB exterior to interior noise reduction (FHWA 2011), and interior noise levels from airport noise would not exceed 42 L<sub>dn</sub>, or levels that are considered “excessive” (over 45 L<sub>dn</sub>). Thus, the project would not expose people to excessive noise levels from airport noise, and impacts would be less than significant.

Source(s): Gillespie Field ALUCP.

- f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** There are no private airstrips in the project area. No impact would occur.

Source(s): Aerial photograph.

**XIII. POPULATION AND HOUSING -- Would the project:**

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project would add 40 residential units which would accommodate population growth rather than induce population growth because the proposed density is consistent with the City’s General Plan and zoning. The project would not include any new roads or infrastructure that would accommodate or encourage new development. Thus, no impact would occur.

Source(s): Project Description.

- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The site currently has two residences and an auto body shop that would be displaced by the construction of 40 multi-family dwelling units. While the project would displace two residential units, construction of the multi-family project would ultimately increase the supply of housing in the City. Thus, construction of replacement housing elsewhere would not be required. No impact would occur.

Source(s): Project Description.

- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** Two residences and an auto body shop would be displaced by the construction of 40 multi-family dwelling units. A substantial number of people would not be displaced by the project, and construction of the project would ultimately increase the supply of housing in the City. Thus, construction of replacement housing elsewhere would not be required. No impact would occur.

Source(s): Project Description.

**XIV. PUBLIC SERVICES --** Would the project:

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

i. Fire Protection?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** Based on a review of the project by the Santee Fire Department, existing fire services are available to serve the proposed project and no new facilities would be needed. Conditions of approval required by the Fire Department include emergency access, fire lanes, public fire service main, fire hydrants, address directory and numbers, fire sprinkler system, exterior horn/strobe for waterflow notification, fire sprinklers, double detector check valve/fire department connection, knox boxes, knox fire connection, and fire extinguishers. Additionally, the City is a member of the San Diego County Central Zone for fire and emergency response. Each participating member has a mutual aid agreement with each other to provide paramedic and fire protection services in the event that additional fire-fighting units are required. Thus, service levels to the project site would be adequate. Impacts would be less than significant.

Source(s): City of Santee General Plan, Safety Element; Fire Department.

ii. Police Protection?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** Existing police protection is adequate to serve the project. Police protection for the project area is provided by the San Diego Sheriff's Department under contractual agreement with the City. Budget considerations and other special areas of concern are reflected in the staffing levels, which are addressed prior to renewal of the yearly contract between the City and the San Diego County Sheriff. As a result, the project would not necessitate the need for any new police facilities and no impact would occur. The San Diego County Sheriff's Department has reviewed the proposed plans and has no objections.

Source(s): City of Santee General Plan, Safety Element; San Diego County Sheriff's Department.

iii. Schools?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project would add 40 residences, which could increase demand for neighborhood schools. The project would be required to pay school fees in accordance with Government Code Section 65996. Payment of statutory school fees mitigates potential impacts to school facilities. No new schools would need to be constructed to accommodate the project. In a letter dated June 30, 2015, the Santee School District supports the development of the project. As a result, a less than significant impact would occur.

Source(s): City of Santee General Plan, Safety Element; Santee School District.

iv. Parks?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** An increase in population associated with new residential housing would result in an increase in demand for parkland and recreational services. The project would not adversely affect existing City park facilities or create the need for new park facilities, because the project would be required to pay park-in-lieu fees in lieu of actual public park construction. Park-in-lieu fees can only be used for providing public park facilities. A number of City and regional park facilities are available in the area including Padre Dam Park, Mast Park and Disc Golf Course, Walker Preserve Trail, Town Center Community Park, Santee Lakes, and Mission Trails Regional Park. The additional park use from the proposed 40 residences would not generate significant demand for new parks that would exceed the existing capacity. As a result, the project would not necessitate the need for construction of new parks, and impacts would be less than significant.

Source(s): City of Santee Parks and Recreation Facilities Master Plan, Municipal Code.

v. Other Public Facilities?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** All public facilities are available to serve the proposed project and new public facilities are not required. As a result, no impact would occur.

Source(s): City of Santee General Plan, Safety Element.

**XV. RECREATION –**

- a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project would add residential uses that could increase the use of neighborhood or regional parks. However, the project would not adversely affect existing City park facilities or create the need for new park facilities because the increase in use would be minimal in relation to the availability of parkland in the City and surrounding areas. The project would also incorporate a landscaped area for common open space and recreation. The project would not necessitate the need for construction of new parks and would not result in a substantial physical deterioration of existing parks. As a result, impacts would be less than significant.

Source(s): City of Santee Municipal Code.

- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** No recreational facilities are required or proposed as part of the project. As a result, no impact would occur from the construction or expansion of recreational facilities.

Source(s): Project Description.

**XVI. TRANSPORTATION / TRAFFIC --** Would the project:

- a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation and including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** According to the SANDAG guide to vehicle trip generation rates, a residential condominium land use is estimated to generate 8 trips per unit. Therefore, the addition of 40 condominium units would generate 320 ADT. These trip generation rates were used to calculate anticipated ADT associated with project buildout.

Vehicles would access the project site from Mission Greens Road and the site borders Buena Vista Avenue to the south. Mission Gorge Road is located less than a half-mile north of the project site. Mission Gorge Road is classified as a prime arterial 6-lane roadway and Buena Vista Avenue is classified as a 2-lane collector road.

According to the City of Santee Circulation Element Update Existing Conditions Report (2014), each of these segments bordering and providing access to the project site currently operate at an acceptable Level of Service (LOS) A through LOS C. Buena Vista Avenue operates at LOS B with 2,900 ADT with a capacity of up to 8,000 ADT before LOS E is triggered. Cuyamaca Street operates at 35,200 ADT (capacity 50,000 ADT), and Mission Gorge Road at 20,900–23,500 ADT (capacity 60,000 ADT). Thus, all roadways in the surrounding area and signalized intersections operate at an acceptable LOS with remaining capacity. Based upon the existing remaining capacity of the roadways and intersections in the area and the small volume of trips that would be added to area roadways and intersections (320 ADT), the project would result in a less than significant impact in relation to the existing traffic load and capacity of the street system.

No conflicts with any applicable plans, ordinances, or policies for establishing effectiveness of the circulation system would occur. The project would not conflict with the provision of pedestrian, bicycle, or mass transit facilities. A pedestrian walkway would be installed at the intersection of Mission Greens Road and Mission Greens Court. Since the project would not result in significant impacts to roadway segments or intersections and the project would not impede implementation of plans for mass transit or bicycle or pedestrian facilities, impacts would be less than significant.

Source(s): Project Description; SANDAG (Not So) Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region, April 2002; City of Santee Circulation Element Update Existing Conditions Report, June 27, 2014.

- b) Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** See response to XV. a) above.

Source(s): Same as XV. a).

- c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project site is located within Review Area 1 of the Gillespie Field Airport Influence Area and within Safety Zone 6 – Traffic Pattern Zone of the Gillespie Field ALUCP Compatibility Policy Map. Based on a review of Table III-2, Safety Compatibility Criteria of the Gillespie Field ALUCP, the proposed land uses would be consistent with Safety Zone 6, and the Airport Land Use Commission determined the proposed project is conditionally consistent with

the San Diego County Airport Land Use Plan. Thus, the project would not have the potential to result in a change in air traffic patterns or create substantial safety risks. Refer to VII. e) above.

Source(s): Gillespie Field ALUCP.

- d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project includes the addition of 40 multi-family residential units that would be accessed from Mission Greens Road. Access to the project site would be via existing access roads, and internal circulation would be via a U-shaped driveway. No design features are proposed that would increase hazards in the area or introduce incompatible equipment. During construction, the project would require construction of off-site sewer lines, providing a connection to Mission Greens Road and Mission Greens Court. All construction in public roadways would be subject to applicable City traffic control requirements to ensure hazards or safety risks are not created during construction. Thus, impacts would be less than significant.

Source(s): Project Description.

- e) Result in inadequate emergency access?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** See response to XIII. a. i) above. The Fire Department has reviewed the project and has recommended the installation of a U-shaped fire main system that connects with water services on Mission Greens Road. The project would include installation of this system. In addition, two fire hydrants and a 26-foot-wide fire lane would be provided. The site provides two access points from Mission Greens Road. New and existing access is adequate to serve the project. Therefore, a less than significant impact would occur.

Source(s): Project Design; Santee Fire Department.

- f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project would install pedestrian facilities through the construction of sidewalks within the internal confines of the property. The internal sidewalks would provide access to and from each unit to the internal road, as well as providing direct pedestrian access to Mission Greens Road and Buena Vista Avenue. The project also proposes to provide off-site pervious paving (in sections) along the project frontage of Mission Greens Road and Buena Vista Avenue. The project pedestrian paths would connect to existing sidewalks along the west side of Mission Greens Road and the north/south sides of Buena Vista Avenue providing pedestrian and bicyclist opportunities and access to public transit. A proposed pedestrian walkway at the intersection of Mission Greens Road and Mission Greens Court would also improve pedestrian connections.

The City of Santee Bicycle Master Plan does not identify Mission Greens Road or Buena Vista Avenue as an existing bicycle facility nor is there a public transit line utilizing these roads. However, Trolley Square Transit Center is located within walking distance, approximately 0.3 miles north of the project site. In addition, public transit along Cuyamaca Street, located one block to the west, provides access to bus line 834.

The project would be accessible to off-site pedestrian, bicycle, and public transit facilities and would not conflict with adopted policies, plans, or programs regarding these public facilities. A less than significant impact would occur.

Source(s): City of Santee General Plan, Circulation and Safety Elements; San Diego Metropolitan Transit System; City of Santee Bicycle Master Plan.

**XVII. TRIBAL CULTURAL RESOURCES** – Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in the Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in the Public Resources Code section 5020.1(k), or

Potentially Significant Impact  Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact  No Impact

**Discussion:** The project site is developed with residential and commercial uses and is identified in the City of Santee's General Plan Conservation Element as having low potential for eligible archaeological sites. On June 15 and June 27, 2017, in accordance with the Public Resource Code Section 21080.3.1, the City of Santee sent a notice regarding the proposed project to the Barona Band of Mission Indians, the Jamul Indian Village, and Mesa Grande Band of Mission Indians which are traditionally and culturally affiliated within Santee. The city received a request for consultation on June 23, 2017 from the Jamul Indian Village. On September 27, 2017, Jamul Indian Village agreed with mitigation measures which include requiring an archaeological and Native American monitor on the project site during grading activities. Impacts would be less than significant with the incorporation of mitigation measure CUL-1.

- b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe.

Potentially Significant Impact  Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact  No Impact

**Discussion:** See response XV11 a.

**XVIII. UTILITIES AND SERVICE SYSTEMS** -- Would the project:

- a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

Potentially Significant Impact  Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact  No Impact

**Discussion:** Wastewater treatment would be provided by the Padre Dam Municipal Water District. The Padre Dam Municipal Water District treats all wastewater to the requirements of the Regional Water Quality Control Board. Therefore, no impact would occur.

Source(s): City of Santee General Plan, Conservation Element; Padre Dam Municipal Water District Public Facility Availability Forms.

- b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Potentially Significant Impact  Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact  No Impact

**Discussion:** The Padre Dam MWD has indicated in Public Facility Availability Forms dated May 17, 2017 that facilities for water and sewer are available to serve the project. The district requires preparation of plans and installation of a recycled water system for purposes of irrigation. The applicant has been in consultation with the district regarding the required plans and improvements, and the applicant will be required to obtain approval from Padre Dam MWD prior to installation of facility improvements. Water and sewer lines would be constructed in Mission Greens Road along the



f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** Solid waste generated by the project that cannot be recycled would be sent to the area landfill. Based on the Five-Year Review Report of the County Integrated Waste Management Plan for the County of San Diego, remaining capacity at area landfills would be adequate to handle the project's solid waste disposal needs. Most of the solid waste collected in the City is disposed of at the Sycamore Sanitary Landfill, which has remaining capacity through the year 2042. Other landfills that handle waste from San Diego and Santee include the Miramar Landfill and the Otay Landfill, which have remaining capacity.

The project would generate construction waste during the construction phase of the project. However, a minimum of 65 percent by weight of construction and demolition debris must be diverted from landfills by using recycling, reuse, and diversion programs. A construction and demolition debris management plan that demonstrates how the project would comply with diversion requirements is required pursuant to the Municipal Code prior to issuance of a building or demolition permit. As a result, the project would be served by landfill(s) with sufficient permitted capacity and impacts would be less than significant.

Source(s): County of San Diego Countywide Five-Year Review Report of the Countywide Integrated Waste Management Plan, September 2012.

g) Comply with federal, state, and local statutes and regulations related to solid waste?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** The project would comply with the City's construction and demolition recycling ordinance (Santee Municipal Code Section 13.38.060) and Solid Waste Ordinance #3239-A, which follow state regulations for solid waste and recycling. The project would comply with all applicable regulations related to solid waste. No impact would occur.

Source(s): Santee Municipal Code; Project Design.

#### XIV. MANDATORY FINDINGS OF SIGNIFICANCE –

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** One potentially significant impact to wildlife species was identified related to potential impacts to nesting birds during construction, as detailed in Section IV a). A preconstruction bird survey, as required pursuant to mitigation measure **BIO-1**, would be conducted to comply with the MBTA. No other impacts to biological resources would occur due to project implementation. There would be no significant and unavoidable effects that would have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current project, and the effects of probable future projects.)

- Potentially Significant Impact                       Less than Significant with Mitigation Incorporated  
 Less Than Significant Impact                       No Impact

**Discussion:** Per the instructions for evaluating environmental impacts in this Initial Study, the potential for adverse cumulative effects were considered in response to each question in Sections I through XVII of this form. In addition to evaluation of potential project-specific effects, this evaluation considered the project’s potential for incremental effects that may be cumulatively considerable when viewed in connection with the effects of past, current, or probable future projects in the area.

Cumulative projects within a one-mile search radius are shown in Table 5. Fanita Ranch is also included to provide a conservative analysis, although it is located outside of the one-mile radius.

Project	Location	Description	Status
Parc One Apartments	Town Center Parkway and Riverview Parkway	172-unit apartment complex	Constructed
Fanita Ranch	Northern edge of City	Master Plan Residential Community (approx. 2,949 residences)	Application under review
Cameron Mobile Estates Expansion	Magnolia Avenue and Railroad Avenue	Addition of 16 mobile home units	In construction
Mastercraft Homes	Magnolia Ave., north of State Route 52 and west of State Route 67.	Specific Plan Amendment for 83 residences at the RCP Block & Brick site.	Pending application
Prospect Estates	Prospect Avenue, north of Clifford Heights Road	74 single-family residential lots	Approved
Source: City of Santee, Department of Development Services			

Regarding cumulative aesthetics impacts, the scope for cumulative analysis of impacts related to aesthetics and views is the viewshed surrounding the project site. Development of the cumulative projects would result in a change to the visual environment of the immediate area of each project; however, the visual effect of these cumulative projects does not combine to create a cumulative impact, since the projects do not share the same viewsheds or visual setting. Thus, no cumulatively significant aesthetic impact would occur.

Regarding potential cumulative impacts from air quality and noise construction impacts, applicable regulatory requirements addressing noise levels and air emissions during construction would ensure that a cumulative impact would not occur. Furthermore, the cumulative projects are not located within proximity to each other. Thus, they would not contribute to cumulative localized air quality or noise impact during construction. No cumulative operational noise impact would occur due to required compliance with property line noise limits.

Impacts from GHG emissions are cumulative in nature due to the global scope of the project. As described in Section XVII, the project would not result in a cumulatively considerable contribution related to GHG emissions and impacts would be less than significant.

There are no anticipated cumulative impacts to biological resources, because the project site is located in a disturbed, urbanized area, and the project (and other projects located in the urbanized area) would result in less than significant impacts on biological resources due to their urban location. As with the proposed project, other projects would be required to comply with the MBTA and the CDFW code.

Regarding historic, archaeological, paleontological, and tribal cultural resources, a cumulative impact has not been identified for these issue areas because significant impacts to these resources associated with other cumulative projects would either not occur or would be mitigated as part of a discretionary permit process.

Regarding geology and soils impacts, these impacts are limited to localized impacts on each individual development. Because there are no potentially significant impacts identified for this project, the project does not contribute to any cumulative impacts.

No cumulative impact related to hydrology and water quality would occur, because individual developments would be required to prepare and comply with drainage studies and storm water management plans that would ensure that significant drainage and storm water impacts would not occur and cumulative impacts would be avoided.

As the project and cumulative projects are located in a developed, urban area, where public facilities and services are available, cumulative impacts related to the provision of public services would not occur. Regarding water supply, each individual project would be required to obtain a Public Facility Availability Letter from the applicable water district indicating whether water supplies are adequate to serve the project. As the project is consistent with planned land uses for

the project site, its water demand would be consistent with planned water supplies for the site, and thus the project would not contribute to a cumulative impact. Compliance with water use restrictions in place to address drought conditions also ensures that cumulative water supply impacts would not occur.

Since the project would be consistent with the planned land use, it would not have the potential to contribute to a cumulative land use impact. Additionally, the project would not contribute to a cumulative impact related to population and housing, as the project is accommodating projected population growth.

Regarding traffic impacts, as discussed in Section XV. a), no cumulative traffic impacts would occur to study area street segments or intersections. No other potential cumulative impacts were identified.

In conclusion, public services would be adequate to serve the projects and cumulative projects. Significant impacts to biological resources would either not occur due to the disturbed nature of the sites or would be appropriately mitigated. Other cumulative projects are located a mile or more from the project site and potentially significant impacts would not combine to create any significant cumulative impacts. Thus, no significant cumulative impact would occur and cumulative impacts would be less than significant.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Potentially Significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

**Discussion:** The project as designed adequately addresses public health and safety objectives identified in the General Plan and Municipal Code. Potentially significant impacts related to potential existing hazardous conditions were identified. These impacts would be mitigated through implementation of measures HAZ-1 through HAZ-3. (Refer to Section VII. d) for additional detail.) Additionally, mitigation measure NOS-1 would ensure that construction noise levels comply with applicable noise limits of the Municipal Code. (Refer to Section XI. d.) Therefore, the project would result in a less than significant effect on human beings either directly or indirectly with implementation of mitigation.

### Checklist References

1. Project documents – including all plans, documents, departmental comments and information contained in the files for the Village Run Homes, LLC (TM2015-4; DR2015-8; AEIS2015-14).
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3. Arrow Civil Engineering Inc., Storm Water Quality Management Plan Village Run Subdivision. May 9, 2017.
4. California Department of Toxic Substances Control, EnviroStor Database.
5. California Department of Transportation (Caltrans), Transportation and Construction Vibration Guidance Manual, September, 2013.
6. California Air Pollution Control Officers Association (CAPCOA), CEQA & Climate Change, January 2008.
7. California Air Pollution Control Officers Association (CAPCOA), California Emissions Estimator Model (CalEEMod), 2013.
8. California Air Resources Board (CARB), Climate Change Scoping Plan: A Framework for Change. [http://www.arb.ca.gov/cc/scopingplan/document/adopted\\_scoping\\_plan.pdf](http://www.arb.ca.gov/cc/scopingplan/document/adopted_scoping_plan.pdf). December 2008.
9. City of Santee Circulation Element Existing Conditions Report, June 2014.
10. City of Santee Zoning Ordinance.
11. City of Santee Parks and Recreation Facilities Master Plan, April 1990.
12. City of Santee Draft Multiple Species Conservation Subarea Plan.
13. County of San Diego, Air Pollution Control District, [http://www.sdapcd.org/rules/current\\_rules.html](http://www.sdapcd.org/rules/current_rules.html), Accessed January 26, 2015.
14. County of San Diego, Department of Environmental Health Environmental Assessment Listing.
15. County of San Diego, Countywide Five-Year Review Report of the Countywide Integrated Waste Management Plan, September 2012.
16. C.W. La Monte Company Inc., Addendum Report of Limited Geotechnical Investigation, Seismic Hazard Study and Geologic Reconnaissance, December 31, 2015.
17. C.W. La Monte Company Inc., Updated Geotechnical Investigation Report, January 4, 2016.
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19. Draper Engineering, Onsite and Offsite Drainage Study for TM NO. 2015-4, Revised April 3, 2017.
20. Federal Transit Administration (FTA). Transit Noise and Vibration Impact Assessment. Office of Planning and Environment. FTA-VA-90-1003-06. May 2006.
21. Federal Highway Administration (FHWA), Highway Traffic Noise: Analysis and Abatement Guidance. December 2011.
22. Gillespie Field Airport Land Use Compatibility Plan (ALUCP).
23. Padre Dam Municipal Water District Project Facility Availability Forms and Conditions of Approval for Sewer and Water dated December 17, 2014.
24. RECON Environmental, Historic Resource Evaluation of Structures on the Village Run Condominiums Project Property dated March 22, 2016.
25. RECON Environmental, Biological Letter Report for the Village Run Condominiums Project dated April 12, 2017.
26. San Diego Association of Governments (SANDAG), (Not So) Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region, April 2002.
27. SANDAG. Correspondence with RECON and SANDAG on 03/20/14 confirming the urban regional trip length of 5.8 miles derived from Series 12 base year (2008) model 2014.
28. SANDAG Transportation Forecast Information Center online tool: <http://maximus.sandag.org/tficsr11/tfic30.html>. Accessed January 2016.
29. San Diego Regional Water Quality Control Board Basin Plan

## COMMENT LETTER 1

**From:** [REDACTED]  
**Sent:** Sunday, October 15, 2017 3:03 PM  
**To:** Christina Rios  
**Subject:** Comment on DR2015-8 TM2015-4 Buena Vista & Mission Greens placement  
**Importance:** High

1A

Attention Christina Rios – Santee Project Planner  
Smart Development with an intelligent planned motive to break up area.  
I have an ideal solution... Keep the balance...

Greetings!

Your goal is more of a tax base and possibly to placate Bob Lloyd, if he is still the owner of that old vacated car repair facility. That could be a conflict of interest....being that he is associated with Santee Govt. I like him, very nice guy but..not the way to go, please read solution below. Keep Santee balanced, not like parts of El Cajon....where there are too many tenants pushed together...***break it up.....a little.***

**Response to 1A:** Noted. This comment is not related to CEQA and does not address the information provided in the draft MND.

My bullet points:

1B

- Bad move.... Lot is toooooo small to do a decent project! You need to break up the rental condo areas and that property needs some nice quieter homes on it like on Blue Boy Lane.... So what if it is near the police station, you don't want it to be full of undesirable renters and traffic....there is a limit to concentration..... You have a whole riverbed to develop on...I can just see the line of cars waiting to make a right hand turn all the way down Mission Greens on to Mission Gorge heading east. But a solution!

**Response to 1B:** The City's General Plan land use designation for the project site is medium-high density residential (R-14) which allows for 14-22 dwelling units an acre. The project would be developed at a density of 20 dwelling units per acre which is consistent with the R-14 land use designation and compatible with the nearby multi-family developments which range from 13.4 to 28 dwelling units per acre. According to the SANDAG guide to vehicle trip generation rate, a residential condominium land use is estimated to generate eight trips per unit. Therefore, the addition of 40 dwelling units would generate 320 Average Daily Trips. An evaluation of the surrounding roadways and intersections in the Initial Study show that existing roadways can accommodate this increase in traffic. According to the City of Santee Mobility Element Existing

Conditions Report (2014), Buena Vista Avenue and Mission Gorge Road currently operate an acceptable Level of Service (LOS) A through C with remaining capacity thus; the project would result in a less than significant impact in relation to the existing traffic load and capacity.

1C

- Idea is to move the rental project of 3 stories across the street to parallel 52 west and it has MORE LAND to add a nice green space could be planned into project along with development of CONDOS not rentals. Build them as condos with thicker sound proof walls even if you insist on rentals at first so owner can sell off as condos only.

**RESPONSE TO 1C:** The vacant parcel located southwest of the project and parallel to SR-52 is zoned General Commercial (GC) and is intended for commercial activities such as shopping facilities, service oriented uses, and financial and corporate headquarters. A Development Review Application has been submitted for a medical office building.

1D

- **You have all that UGLY chain link fenced area doing NOTHING next to 52 just across the street North of 52 and south of Buena Vista by the light . Use the buildings as a SOUND BUFFER to the area residents on Buena Vista on other side.**

**RESPONSE TO 1D:** See Response to 1C.

1E

- Forget the tax base increase motives for a moment and redirect to shielding us from the 52 freeway noise by putting project on the south side of Buena Vista, then you could ENHANSE the vacant corner lot on north side, which is growing weeds that never get cut, enhancing corner lot for a store etc, with the new building / am asking you focus on south side of Buena Vista... You kill two birds with one decision.
- I do not care who owns that property south of Buena Vista that is next to 52. Purchase it from Caltrans or whomever and utilize it effectively for your 3 story buildings and small green area.
- My proposal will allow less traffic east on Buena Vista and more to the west by the light if you move project to south side of Buena Vista next to 52 and other vacant corner lot, keeping traffic away from majority of Buena Vista and more towards the 52 access. The vacant corner could then be sold justified by more traffic on corner.
- Leave proposed small 2 acre lot as a quieter more friendly single family home area. next to the over 65 senior oldsters that are noise sensitive in that nice mobile home park next door and in back. This will make area nicer and keep the pressure off your police force.

**RESPONSE TO 1E:** See Responses to 1B and 1C. The proposed project would not generate significant noise levels during construction or after project completion. The development of the project would consist of standard construction equipment such as tractors, loaders, backhoes, graders, scrapers, forklifts, and rollers which would not create significant ground-borne vibration or ground borne-noise. All construction activities will comply with the Santee noise regulations (Santee Municipal Code Chapter 8.12). After project completion, the noise levels are anticipated to be typical of any residential complex and would be compatible with the existing surrounding residential noise environments. The addition of 40 dwelling units would generate 320 Average Daily Trips (ADT). In terms of ADT, a three dB increase in traffic noise would result from the doubling of traffic on a roadway (Caltrans 2013). However, the generation of 320 ADT would not result in the doubling of traffic; therefore, the project would not result in a permanent increase in ambient noise levels.

1F

- Other idea.... The old Home Town Buffet, get RED Robbin to move in.... The closest Red Robbin is in Yuma!
- Redevelop the Santee Drive-In, lots of land, too apartments...good area with the industrial and breweries

Also, why do you keep police car engines running all the time at your facility by Panda Express. They say it is to keep the computers on.... I think that is a waste of gas and engine wear, where you could install an additional

2

battery in trunk to keep computers powered up as power backup which is needed anyway for emergencies.

I am 65 and a retired commercial business development manager and have lived here 10 years at 10000 Buena Vista and the area is nicely balanced with industrial, HOMES, and rentals presently. I escaped El Cajon for a reason....and even going through those heavy concentrated apartment areas in El Cajon is demoralizing... You will have enough tax base increase from that project of new homes west of Santee Lakes. If you make them rentals you may attract a certain El Cajon sect. I want to be able to the read store signs, thank you.

The increased tax base will just go into retirement pension increases for Santee City and school employees, so what have you accomplished by increasing the tax base.... It should go into reducing the taxes on existing Santee residents. The urgency should be in smart planning and reducing concentrations of people so Santee can be preserved as best as possible. Keep it as a condo project on the other side of the street by freeway if you have to go through with this at all. Thanks

Regards,  
Rich  
Feel free to e-mail on observations.

**RESPONSE TO 1D:** Noted. This comment is not related to CEQA and does not address the information provided in the draft MND. See Response to 1C.

**COMMENT LETTER 2**

*Please read this to all concerned parties.*

2A

Re: Village Run Project

October 19,2017

My husband and I are residents of Hawaiian Village, and as we have experienced living in this neighborhood, I am aware of the traffic patterns and problems. The cul-de-sacs along Mountain Green have serious parking problems already. The condominiums along Buena Vista create congested parking along both sides of that street as it goes east toward Cottonwood, making driving along that street difficult at any time of the day. The area inside Hawaiian Village allows for most parking needs, but not all. Visitors sometimes have to park on the street.

Stuffing 40 multi-family units into such a small space will create a terrible parking and traffic problem along Mountain Green and Buena Vista!! Forty families on two acres.....way too much, not to mention the other stresses on the environment!

**RESPONSE TO 2A:** The City's General Plan land use designation for the project site is medium-high density residential (R-14) which allows for 14-22 dwelling units an acre. The project would be developed at a density of 20 dwelling units per acre which is consistent with the R-14 land use designation. According to the SANDAG guide to vehicle trip generation rate, a residential condominium land use is estimated to generate eight trips per unit. Therefore, the addition of 40 dwelling units would generate 320 Average Daily Trips. An evaluation of the surrounding roadways and intersections in the Initial Study show that existing roadways can accommodate this increase in traffic. According to the City of Santee Mobility Element Existing Conditions Report (2014), Buena Vista Avenue and Mission Gorge Road currently operate an acceptable Level of Service (LOS) A through C with remaining capacity thus; the project would result in a less than significant impact in relation to the existing traffic load and capacity. The proposed project requires 90 on-site parking spaces and 91 on-site parking spaces are proposed. The project would provide two parking spaces within a garage for each unit, one accessible parking space, and ten surface guest parking spaces.

2B

The other challenge in this small space is the respect for four beautiful, decades-old trees that are majestic and stately! They have earned their right to be protected from invasion and to be cherished. "Asphalt Jungle" and "Cement City" come to mind when I think of cramming so many human beings ( i.e. "digits", "ahh, but the \$\$\$") into eight buildings in this small area which will involve removing these gorgeous trees. There are emotional needs for humans to be surrounded by space and nature in order to be comfortable and at peace. It appears to me that the object of this project is to "stuff" as many human beings into one small space as is possible, make as much money as possible and make it look "good" to the public. This is totally unacceptable. What would YOU think if this land use were proposed for the end of your block?

My suggestion would be to make this small space for only 20 families, at most, and to create a plan that would leave the beautiful trees right where they are. A creative person can do this!!

**RESPONSE TO 2B:** The trees on-site do not have any particular historic or scenic qualities. Approximately 44 trees are proposed throughout the project site and along Buena Vista Avenue. The project is conditioned to comply with the City of Santee Landscape Regulations and the City of Santee Water Efficient Landscape Guidelines.

2C

This neighborhood needs upscale beauty added to keep it viable as "a nice neighborhood." As it is now, there is obvious need in this area. Some beautiful condominiums and private property in the area are surrounded by some unkempt homes and "ugly patches." The Village Run project should be an inspiration, not a Crammed Community as it is now designed. Please be considerate of the needs of the people who live in this area. We need your sensitivity as human beings to be put to this test. Your treatment of this corner in the city will either uplift or degrade the neighborhood, and the plans you have right now will be a negative factor, sorrowfully. Please choose beauty!!

Sincerely,  
  
Betty S. Whitlock



**RECEIVED**

OCT 23 2017

Dept. of Development Services  
City of Santee

**RESPONSE TO 2C:** The proposed development would replace an unmaintained site that is developed with two residences and an auto repair facility that were built prior to 1972. The proposed project would provide a residential condominium complex that would be constructed with a stucco finish, concrete tile roofing, and stone elements. The common open space areas and street frontages would be landscaped. In addition, the project would comply with the City's Zoning Ordinance including density, building height, setbacks, parking, and landscaping.

### COMMENT LETTER 3

Jason Feyen  
9915 Buena Vista Ave  
Santee, CA 92071  
[REDACTED]

11/10/17

Santee City Council Members and Staff  
10601 Magnolia Avenue  
Santee, CA 92071  
(619) 258-4100

Subject: Formal opposition to the Village Run Homes development as currently designed  
Site of Development: The northeast corner of Buena Vista Ave and Mission Greens Road  
Scope: 40 three story multi-family dwelling unit condominiums at a height of 33 feet

Dear Santee City Council Members and Staff,

This letter serves as official written documentation which the city is required to consider regarding our neighborhoods opposition to the Village Run Homes development as currently designed. The issues which need to be addressed are as follows:

- The number of overall units to be built on the proposed site.
- The size of the units being built on the proposed site.
- The parking problems which such a development will create for current residence.
- The dramatic change to the current aesthetics of the neighborhood.
- The increase in traffic and congestion.

We wish to work with you as a community moving forward to create a plan for the proposed development that would benefit all parties while insuring that the neighborhood retains its current quality of life. I myself am available anytime to discuss these issues as are many of my neighbors. We have seen far too many neighborhoods ruined by encroachment and overdevelopment after their voices went unheard. We do not wish to follow suit and hope that the city will take our concerns and comments seriously.

Sincerely,

Jason Feyen  


**RECEIVED**  
NOV 13 2017  
BY: *Angie Busalacchi*

To those on the city council as well as the planning and development committee,

I am writing to express my opposition to the proposed Village Run development which will create 40 three story condominiums on a 2 acre parcel of land. I do so on the grounds that this development, going forward as planned, will have a drastic negative effect on the quality of life for the residents of the neighborhood. I would also like to address issues and concerns of the neighborhood which have been blatantly disregarded in the Draft Mitigated Negative Declaration (DMND) which was already conducted. My goal is to come to common grounds on what is to be built in our neighborhood so that everyone in the community may benefit from this development. My family has lived across from this two acre parcel of land for close to forty years. There was a time when Santee wasn't about over development and trying to put as many dense cheaply constructed unappealing dwellings as possible but rather was about the community and quality of life for its residence. Sadly, those times are long gone. We now find ourselves inundated with new construction on every available plot of land with no regard to what that open space used to represent or the neighborhoods where they are found. All that is seen now are dollar signs.

Growth and progress is inevitable and I have no problems what so ever concerning the growth of our wonderful town, but I do believe that we have lost sight of what this town once was and are blindly rushing to become something which we never were nor should become, which is a densely overpopulated city riddled with congestion, parking issues, crime, and general squalor which will come with the more people we force into our town.

**RESPONSE TO 3A:** Noted. These comments are either not related to CEQA or are discussed in the comments below.

To begin I want to address the current family who resides on the parcel of land which is to be developed, so that they are not forgotten during this process. They have lived there over twenty years and are a part of not only our neighborhood but of this community and of the town.

They are retired and live off of a fixed income and once this construction begins they will effectively be homeless, forced from their life and everything that they have known for the last twenty years just because some people want to make some money. I understand that the owner of that property has every right to do with it as he pleases but what I take issue with is the cold and callus nature to which these fine people have been regarded in the assessment and in the overall process so far as they have not once been notified of what has been transpiring around them. Considerations need to be made to ensure that this family is allowed equal housing opportunities to the level which they currently poses such a detached single family home, that allows them to remain a part of our community given that they chose to do so. What this development will do is remove existing affordable housing replacing it with expensive unsightly monolithic eyesores which families on fixed incomes will not be able to afford. The message that this development sends to the community is that we do not want fixed or low income residence as part of this town. Is that really what Santee has become now?

3B

**Response to 3B:** This comment is not related to CEQA and does not address the information provided in the draft MND. The project would not displace a substantial number of existing housing but increase the supply of housing in Santee by 38 units.

3C

The Village Run condominiums will create the dramatic influx of people along with drastically changing to the look and feel of the neighborhood. This neighborhood has always consisted of primarily single story unattached family homes with the exception of a few second story additions and the two story townhomes along Mission Greens road. It wasn't until the Morningside development in 2004 on Cottonwood did we see any three story condos being built in this area. This development serves as a prime example of what we can expect should the Village Run development proceed as designed. The buildings clash with the housing around them and now the existing residence are forced to have these three story buildings look down right into their property and in some instances even their bedrooms. Where they once had privacy, seclusion, and blue skies to look up to they now have prying eyes and stucco glaring

back down at them. From then on these residents would forever live with their blinds drawn shut. Since 2004 the street of Cottonwood has suffered from gross congestion and a severe lack of parking which at times resembles a street in downtown San Diego with no available curb parking for the existing residence should they have guests over and a need for it. The overflow of street parking has even spilled over onto Buena Vista impacting residents who aren't even directly across from these three story condos. Morningside should serve as a warning, a cautionary tale, and as a lesson to learn from instead of being the standard and a precedence for monstrous over development which only further proves that the town of Santee cares less for its existing residence and community members than they do about money and expansion.

3C

The DMND does not take into account the impact that such a gross over development would have on the quality of life of the current residence who should have a say and priority as to what is being built around them. While current residence, ourselves included, do not enjoy grand sweeping vistas of valleys or lakes we do enjoy the current view of beautiful mature trees as well as a striking vista of El Capitain mountain which is enough to remind us that we live do in a beautiful town that has yet to be completely inundated by overreaching concrete and steel. You can ask anyone around the proposed development and even those further down Buena Vista that they would much rather be looking at the open and airy view which they see now than at the confining shadow of a three story condo. This development would effectively create a three story wall along Buena Vista bordered by a hedge of bumper to bumper parked cars in front of it. Would you like such a view in front of your house? Just because we don't have a view of the ocean doesn't mean that we don't love the view we already have and considerations need to be made in order to maintain that view along with the quality of life which currently exists. This can be done by scaling down the size of the development to a more reasonable and modest one, one

that blends in more with the current aesthetics of the neighborhood and can add to the quality of life instead of detract from it.

**RESPONSE TO 3C:** The City's General Plan land use designation for the project site is medium-high density residential (R-14) which allows for 14-22 dwelling units an acre. The project would be developed at a density of 20 dwelling units per acre which is consistent with the R-14 land

use designation. The project would be developed at a density of 20 dwelling units per acre which is consistent with the R-14 land use designation and compatible with the nearby multi-family developments which range from 13.4 to 28 dwelling units per acre. In addition, the project would comply with the development standards for R-14 including density, building height, setbacks, parking, and landscaping. The project is located in a developed area and would not impact a designated scenic vista. The proposed multi-family project would be consistent with the existing visual character and residential uses in the area. The proposed development would replace an unmaintained site that is developed with two residences and an auto repair facility that were built prior to 1972. The proposed project would provide a residential condominium complex that would be constructed with a stucco finish, concrete tile roofing, and stone elements. The common open space areas and street frontages would be landscaped. The proposed project requires 90 on-site parking spaces and 91 on-site parking spaces are proposed. The project would provide two parking spaces within a garage for each unit, one accessible parking space, and ten surface guest parking spaces. According to the City of Santee Circulation Element Existing Conditions Report (2014), Buena Vista Avenue and Mission Gorge Road currently operate an acceptable Level of Service (LOS) A through C with remaining capacity thus; the project would result in a less than significant impact in relation to the existing traffic load and capacity.

3D

A three story wall of glass and stucco would reflect sound coming from Gillespie field as well as the SR52 directly back towards the residences across the street. This would increase the amount of noise pollution which we are exposed to. The report did not take these physics into consideration when addressing the noise generation. It merely looked at the amount of extra noise that would be generated from the new people moving in and their vehicles. The fact is that this construction will create a corridor in which sound echoes off of its solid surfaces. We already suffer from enough noise pollution from the increased traffic on Cuyamaca, the trolley, the SR52 especially during rush hours, and the constant flying of prop planes and Learjets taking off from Gillespie field, we do not need these already bothersome noises being echoed back at us.

**RESPONSE TO 3D:** A reflective barrier, which is a smooth, hard barrier surface, such as masonry or concrete, is considered almost perfectly reflective, will reflect back virtually all noise energy toward the opposite side of a roadway, if it is ninety degrees to the road. If the difference in path to the opposite side of a highway is unshielded, the maximum expected increase in noise will be 3 dB(A). Reflective noise is not peculiar to noise barriers. Structures can reflect noise in

the same manner as noise barriers however, structures are generally more faceted and are not perfect reflectors of noise and depending on materials may absorb some noise. Thus, while the future building may reflect a small amount of acoustical energy from traffic on Buena Vista Avenue it would not be a measureable amount. In addition to traffic noise, the comment identifies concern over more distant noise sources, including SR-52 and Gillespie Field. However, traffic noise from SR-52 is reduced by intervening structures and aircraft from Gillespie Field would be at much greater height and at angles that would preclude a perfect reflection. Additionally, the distance to other sources referenced are so great and the structure so small relative to the distance the structure would not reflect noise from these sources.

3E

Growing up I would hike along the many trails around Santee. In spring time I would hear tree frogs in the washes and find wildlife all over this once open town. I would explore Rattle Snake mountain in search of lizards and scorpions but never once came across a snake for which the mountain was named for. Now I look up at that mountain where I spent so much time growing up and see it scared with houses staring down in mockery reminding me that the values which this town once stood for have been replaced. I glance to the north to the river I used to fish in as a child to see it lined with condos and a grey lifeless prison like "luxury" apartment complex. I sadly turn my gaze to the west to find that Castle Rock has carved itself into the rocky hillside of Westhills. Everywhere I turn I see houses and condos and more congestion and traffic with no end in sight. There is such a thing as moderation and Santee has shown none of that. Instead they seem eager to give out approvals to any developers with plans and cash in hand with no regard for the actual residence of the community and neighborhoods which they are impacting.

**RESPONSE TO 3E:** This comment is not related to CEQA and does not address the information provided in the draft MND.

In closing I would like to finish by asking a simple question. Is this something that you would want in front of your house? Would you be OK with waking up every morning to a three story wall of concrete and glass unable to easily leave your driveway because the streets are congested with parked cars? It's one thing to create such developments away from existing residence, where there would be no impact to the current neighborhood. It's another thing entirely to invade a neighborhood and change the face of it so drastically that it is no longer recognizable and in the process of doing so forcing longtime residents and community members to abandon their lives all for the sake of "progress". There are plenty of other parcels of land available which would serve far more suitable for a development of this nature. One example would be the land which used to be Santee School. These designs can be implemented where the existing residence aren't inundated with massive structures being built directly across from them. What I am calling for is moderation, and in place of stacking condos on top of each other and forcing them down a neighborhoods throat consider perhaps more appealing alternatives such as larger unattached single family housing. It may not generate the same profits as forty condos stacked three stories high, which no one other than the developer and the city council and planners seem to want, but twenty or so single family homes would still yield a sizable profit for the developer while retaining the look and feel of the neighborhood without drastically impacting the quality of life that the current residence experience. This is Santee, not Mission Valley, we have the ability to create beautiful housing without having to stack them on top of each other. And while this is all taking place steps need to be taken to ensure that the current residence on the property can be offered equal housing at their current rental rate which they pay so that they may

3F

remain a part of the neighborhood and community while retaining their quality of life. This would show that Santee and its council recognizes its residents, neighborhoods, and community members, and that it cares about their quality of life and listens to their concerns.

Thank you for your consideration.

Jason Feyen

**RESPONSE TO 3F:** The proposed project requires 90 on-site parking spaces and 91 on-site parking spaces are proposed. The project would provide two parking spaces within a garage for each unit, one accessible parking space, and ten surface guest parking spaces. According to the City of Santee Circulation Element Existing Conditions Report (2014), Buena Vista Avenue and Mission Gorge Road currently operate an acceptable Level of Service (LOS) A through C with remaining capacity thus; the project would result in a less than significant impact in relation to the existing traffic load and capacity. The proposed multi-family project would be consistent with the existing visual character and residential uses in the area. The proposed development would replace an unmaintained site that is developed with two residences and an auto repair facility that were built prior to 1972. The proposed project would provide a residential condominium complex that would be constructed with a stucco finish, concrete tile roofing, and stone elements. The "Santee School District Site" on Mission Gorge is zoned for commercial uses only.

DUE TO ITS LARGE SIZE, THE MITIGATED  
NEGATIVE DECLARATION APPENDICES  
(LISTED BELOW) CAN BE VIEWED AT:

SANTEE CLERK'S OFFICE,  
DEVELOPMENT SERVICES DEPARTMENT,  
OR  
ON THE WEBSITE AT

<http://cityofsanteeca.gov/Home/ShowDocument?id=11142>

- A. Air Quality Model Results (CalEEMod Output Files)
- B. Biology Letter Report (RECON Environmental), dated April 12, 2017
- C. Onsite and Offsite Drainage Study (Draper Engineering), dated April 3, 2017
- D. Storm Water Quality Management Plan (Draper Engineering), dated May 9, 2017
- E. Preliminary Evaluation Report for Infiltration LID Improvements (C.W. La Monte Company Inc.), dated May 1, 2017
- F. Addendum Report of Limited Geotechnical Investigation, Seismic Hazard Study and Geologic Reconnaissance (C.W. La Monte Company Inc.), dated December 31, 2015
- G. Updated Geotechnical Investigation Report (C.W. La Monte Company Inc.), dated January 4, 2016
- H. Phase I Environmental Site Assessment (Alliance Environmental Services), dated August 13, 2004
- I. Historic Evaluation of Structures on the Village Run Condominiums Project Property (RECON Environmental), dated March 22, 2016

**EXHIBIT B**  
**MITIGATION MONITORING AND REPORTING PROGRAM**  
Village Run  
(TM2015-4/DR2015-8/AEIS2015-14)

The California Public Resources Code, Section 21081.6, requires that a lead or responsible agency adopt a mitigation monitoring plan when approving or carrying out a project when a Mitigated Negative Declaration (MND) identifies measures to reduce potential adverse environmental impacts. As lead agency for the project, the City of Santee (City) is responsible for adoption and implementation of the Mitigation Monitoring and Reporting Program (MMRP).

The City has prepared an MND in conformance with Section 15070 of the State Guidelines for the Implementation of the California Environmental Quality Act. The purpose of the MND and the Initial Study Checklist/Environmental Evaluation is to identify any potentially significant impacts associated with the proposed project and incorporate mitigation measures into the project as necessary to eliminate the potentially significant effects of the project or to reduce the effects to a level of insignificance.

**Purpose of the MMRP**

The purpose of the MMRP is to ensure that the mitigation measures required by the MND for Village Run (TM2015-4, DR2015-8, AEIS2015-14) are properly implemented. The City will monitor the mitigation measures required for construction of the Project. The MMRP Checklist provides a mechanism for monitoring the mitigation measures in compliance with the MND. General guidelines for the use and implementation of the monitoring program are described below.

**Mitigation Monitoring Checklist**

The Mitigation Monitoring Checklist is organized by the time of implementation and by categories of environmental impacts. For each impact area, the impacts identified in the MND are summarized, and the required mitigation measures are listed. The following items are identified for each mitigation measure to ensure the implementation of each measure: (1) responsibility for implementation and monitoring; (2) date of completion; and (3) initials of monitor. A "Comments" column is provided for the monitor to insert comments concerning the completion of the mitigation measures.

**Timing**

The mitigation measures will be implemented at various times as construction proceeds. Some measures are implemented prior to the commencement of construction while others are completed during construction (e.g., during trenching and grading).

**Responsibility**

For each mitigation measure, the responsible party for implementing the measure is identified. In most cases, the Applicant is the responsible party for implementing the

mitigation measure. The entity responsible for monitoring the implementation is also identified. In most cases, the City is responsible for monitoring.

Verification of Completion

The "Completion" columns have been left blank. The mitigation monitor will use these columns to indicate the date of completion, and to initial the completion of the mitigation measure.

**Comments**

A comments column is included to provide space for the monitor to record notes and observations as needed.

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			

**AIR QUALITY**

<p><b>AIR-1:</b> The applicant shall include a note on all grading plans and construction documents as follows:          “The following measures shall be implemented during site grading and construction :</p> <ul style="list-style-type: none"> <li>As required by San Diego Air Pollution Control District (SDAPCD), the applicant shall implement watering of the site for dust control during grading; shall minimize grading to the extent feasible; prevent “track out” onto streets, and comply with idling time restrictions for construction equipment.</li> <li>As required by the SDAPCD Rule 67, all interior paints shall contain no more than 150 milligrams per liter of volatile organic compounds.</li> <li>For detailed SDAPCD requirements see Rule 50 (Visible Emissions), Rule 51 (nuisance), Rule 52 (particulate matter), Rule 54 (dust and fumes), Rule 55 (Fugitive Dust Control), and Rule 67 (architectural coatings) at <a href="http://www.sdapcd.org/content/sdc/apcd/en/Rule_Development/Rules_and_Regulations.html">http://www.sdapcd.org/content/sdc/apcd/en/Rule_Development/Rules_and_Regulations.html</a>”</li> </ul>	Applicant		X	X		City of Santee Applicant's Construction Contractor					
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**BIOLOGICAL RESOURCES**

<p><b>BIO-1:</b> No more than 5 days prior to the start of construction/ground disturbance, a pre-grading survey shall be required. The survey shall determine the presence of active bird nests if</p>	Applicant	X	X	X		City of Santee					
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Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
<p>vegetation clearing is proposed during the typical bird breeding season of January 15-September 15 (starting as early as January 1 for some raptors). A note shall be added to the grading plans documenting this requirement. If avoidance of the bird season is not feasible, surveys by a qualified biologist with experience in conducting breeding bird surveys to detect protected native birds occurring in suitable nesting habitat that is to be disturbed and (as access to adjacent area allows) any other such habitat within 300 feet of the disturbance area (within 500 feet for raptors). Project personnel, including all contractors working on-site, shall be instructed on the sensitivity of the area. Reductions in the nest buffer distance may be appropriate depending on the bird species involved, ambient levels of human activity, screening vegetation, or possibly other factors. No direct impacts shall occur to any nesting birds or their eggs, chicks, or nests. If an active nest is located, nest avoidance measures would be required in accordance with Migratory Bird Treaty Act of 1918 (MBTA) and California Department of Fish and Game Code 3503.</p>											
<b>Cultural Resources</b>											
<p><b>CUL-1:</b> Potential impacts to buried artifacts or human remains inadvertently discovered during project grading would be mitigated through the requirement for an archaeological monitor to be present on-site during grading activities. A. The Archaeological monitor and Native American monitor would ensure that if any prehistoric or historic subsurface cultural resources are discovered during ground-</p>	Applicant			X		City of Santee  Applicant's Archaeological / Tribal Cultural Resources Specialists					

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
<p>disturbing activities, all work within 50 feet of the resources shall be halted and a qualified archaeologist shall be consulted to assess the significance of the find according to CEQA Guidelines Section 15064.5. If any find is determined to be significant, representatives from the City and archaeologist will meet to determine the appropriate avoidance measures or other appropriate mitigation. All significant cultural materials recovered shall be, as necessary and at the discretion of the consulting archaeologist, subject to scientific analysis, professional museum curation, and documentation according to current professional standards. In considering any suggested mitigation proposed by the consulting archaeologist to mitigate impacts to historic resources or unique archaeological resources, the City will determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs and other considerations. If avoidance is infeasible, other appropriate measures (e.g., data recovery) will be instituted. Work may proceed on other parts of the project site while mitigation for cultural resources is being carried out.</p> <p>B. If human skeletal remains are uncovered during project construction, the archaeological monitor will direct the contractor or appropriate representative to halt work, contact the San Diego County Coroner to evaluate the remains, and follow the procedures and protocols set forth in Section 15064.5(e)(1) of the CEQA</p>											

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
Guidelines. If the coroner determines that the remains are Native American, the project proponent will contact the Native American Heritage Commission, in accordance with Health and Safety Code Section 7050.5, subdivision (c), and Public Resources Code 5097.98 (as amended by AB 2641). Per Public Resources Code 5097.98, the contractor shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the contractor has discussed and conferred, as prescribed in this section (California Public Resources Code Section 5097.98), with the most likely descendants regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.											
<b>Hazards and Hazardous Materials</b>											
<b>HAZ-1:</b> Prior to the initiation of grading, the applicant shall conduct a soil vapor survey, consisting of a minimum of six sampling points placed in the vicinity of the commercial business/auto repair shop. The purpose of the soil vapor survey is to assess the potential for volatile organic compounds to be present in the soil. Regulatory guidance procedures from the Department of Toxic Substance Control and the Regional Water Quality Board shall be followed when performing soil gas surveys. If soil vapor is detected at levels in excess	Applicant		X	X		City of Santee  Applicant's Construction Contractor					

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
<p>or regulatory guidance, remediation measures shall be implemented to the satisfaction of the applicable regulatory oversight agency and the City of Santee. Examples of remedial measures include (1) the removal of contaminated soils and/or (2) a soil vapor barrier. The removal of contaminated soils would involve hauling the excavated soil to a regulated landfill. Once the contaminated soils are removed, a soil vapor barrier would be installed, if necessary, to be used as a precautionary measure to prevent vapor intrusion. The vapor barrier would be installed under the new foundations during construction. Typical vapor barriers are made from high-density polyethylene that are between 40 and 60 millimeters. All site remediation shall be completed to the satisfaction of the County Department Environmental Health (DEH) Voluntary Assistance Program.</p>											
<p><b>HAZ-2:</b> Prior to initiation of any grading or ground-disturbing activities on-site, the applicant shall have a UST inspector from the County DEH complete a site visit to determine the function of the metal pipe at 9914 Buena Vista Avenue residence. If the pipe is associated with an underground storage tank, the tank shall be removed in accordance with applicable regulations (DEH permit).</p>	Applicant		X			City of Santee  Applicant's Construction Contractor					

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
<b>HAZ-3:</b> Prior to demolition of any on-site structures, an asbestos survey shall be completed and any asbestos-containing materials shall be removed by a license asbestos abatement contractor in accordance with local, state, and federal regulations.	Applicant		X			City of Santee Applicant's Construction Contractor					
<i>Noise</i>											
<b>NOS-1:</b> For all construction equipment on the project site operating over 75 dBA, the use of such equipment shall be restricted to the time limits specified in Municipal Code Section 8.12.290 when measured at or within the property lines of any property that is used in either part or in whole for residential purposes. Specified noise level limits and time allowances in the Municipal Code shall be added as a note to the grading plans.	Applicant			X		City of Santee					

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
APPROVING TENTATIVE MAP (TM2015-4) FOR A 40 MULTI-FAMILY DWELLING  
UNIT CONDOMINIUM PROJECT LOCATED ON THE NORTHEAST CORNER OF  
BUENA VISTA AVENUE AND MISSION GREENS ROAD, IN THE MEDIUM-HIGH  
DENSITY RESIDENTIAL (R-14) LAND USE DESIGNATION AND ZONE**

**(APPLICANT: VILLAGE RUN HOMES, LLC)  
APNs: 384-042-22-00, 384-042-23-00  
RELATED CASE FILES: DR2015-8, AEIS2015-14**

**WHEREAS**, on August 30, 2017, Village Run, LLC submitted a complete application for a Tentative Map TM2015-4 and Development Review Permit DR2015-8 to develop 40 multi-family dwelling unit condominium project, developed in eight buildings each with five attached units on a two-acre site located on the northeast corner of Buena Vista Avenue and Mission Greens Road, in the City of Santee, County of San Diego, State of California; and

**WHEREAS**, pursuant to the requirements of the California Environmental Quality Act ("CEQA"), an Initial Study (AEIS2015-14) was conducted for the project (which includes Tentative Map (TM2015-4) and Development Review Permit (DR2015-8) that determined that all environmental impacts of the project would be less than significant with mitigation and a Mitigated Negative Declaration (State Clearinghouse Number (2017101026) was prepared and advertised for public review from October 13, 2017 to November 13, 2017; and

**WHEREAS**, the proposed project is located within Airport Influence Area (AIA) 1 for the Gillespie Field Airport Land Use Compatibility Plan (ALUP). The Federal Aviation Administration (FAA) determined that the project, as designed, presented no hazard to air navigation, and the Airport Land Use Commission (ALUC) determined that the project is conditionally consistent with the ALUP per the ALUC Resolution 2017-0020; and

**WHEREAS**, the Director of Development Services scheduled Tentative Map TM2015-4, Development Review Permit DR2015-8, and Mitigated Negative Declaration (AEIS2015-14) for public hearing on December 13, 2017; and

**WHEREAS**, on December 13, 2017, the City Council held a duly advertised public hearing on Tentative Map TM2015-4, Development Review Permit DR2015-8, and Mitigated Negative Declaration (AEIS2015-14); and

**WHEREAS**, the subject development is located on an area identified as Site 7 in the adopted 2013 Housing Element (Table C-1) as having potential for additional housing capacity required to meet the State-mandated regional housing allocation numbers; and

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**WHEREAS**, Map ID Number 7 in the adopted 2013 Housing Element anticipated a development consisting of approximately 35 dwelling units and the project proposes a net gain of 38 residences to the City's housing stock; and

**WHEREAS**, the City Council considered the Staff Report, the Initial Study/Mitigated Negative Declaration, all recommendations by staff, public testimony, and all other relevant information contained in the administrative record regarding the project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Santee, California, after considering the evidence presented at the public hearing, as follows:

**SECTION 1:** On December 13, 2017, the City Council approved and adopted Mitigated Negative Declaration (State Clearinghouse Number (2017101026) and its associated Mitigation Monitoring and Reporting Program by Resolution No. \_\_\_\_\_, which fully disclosed, evaluated and mitigated the environmental impacts of the proposed project, including the Tentative Map contemplated in this Resolution. No further environmental review is required for the City to adopt this Resolution.

**SECTION 2:** The findings in accordance with the State Subdivision Map Act (Government Code Section 66410 et. seq.) are made as follows:

- A. The Tentative Map as conditioned is consistent with all Elements of the Santee General Plan because the site is planned and zoned R-14, Medium-High Density Residential. This designation allows a residential density of 14 to 22 dwelling units per acre. The project proposes 20 units per acre, which falls within this density range. The proposed development is compatible with existing multiple-family development in the area, which ranges from 13.4 to 28 dwelling units an acre.
- B. The design and improvements of the proposed development are consistent with all Elements of the Santee General Plan as well as City Ordinances because all necessary services and facilities are, or will be, available to serve this subdivision.
  1. On-site drainage improvements will be provided as well as drainage fees paid for any increase in surface water run-off; and
  2. The project will be served by internal private roads developed to City standards; and
  3. Payment of Traffic Impact and Traffic Signal fees totaling \$98,560, as required; and
  4. Payment of an in-lieu cash deposit of \$278,680 toward the future construction of parks to mitigate the impact on City parks.

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5. Payment of Public Facilities Fees of \$228,960 for improvements to public facilities.
  6. Payment of Regional Transportation Congestion Improvement Program (RTCIP) of \$96,165.60 to help with regional congestion reduction programs.
- C. The site is physically suitable for density and type of development because the use is compatible with the adjacent multiple-family residential development, access is provided to the site and utilities are available to serve the development.
  - D. The discharge of sewage waste from the subdivision into the Padre Dam Municipal Water District sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board specified by the Health and Safety Code Section 5411.
  - E. The design of the subdivision or the type of improvements will not cause serious public health problems since the project will be connected to a public sewer system.
  - F. Neither the design of the subdivision nor the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because no habitat or endangered wildlife species currently exist on the site.
  - G. The design of the subdivision or the type of improvements do not conflict with easements acquired by the public at large, for access through, or use of property with the proposed subdivision as defined under Government Code Section 66474.
  - H. The design of the subdivision has provided, to the extent feasible, for future passive or natural heating or cooling opportunities as defined under Section 66473.1 of the State Subdivision Map Act.
  - I. The effects of the subdivision on the housing need for the San Diego region have been considered and balanced against the public service needs of the City of Santee residents and available fiscal and environmental resources. The site is identified in the adopted 2013 Housing Element (Table C-1) as Map ID Number 7 with a capacity to yield approximately 35 dwelling units per acre. The project proposes a net gain of 38 residences to the City's housing stock.

**SECTION 3:** Tentative Map TM2015-4 dated May 19, 2017 consisting of a one-lot subdivision of approximately two acres into 40 residential condominiums located on the northeast corner of Buena Vista Avenue and Mission Green Road is hereby approved subject to the following conditions:

- A. The applicant shall obtain approval of Development Review Permit DR2015-8.
- B. The applicant shall be responsible for complying with all the provisions of the

## RESOLUTION NO.

Mitigation Monitoring and Reporting Program adopted by the City Council on December 13, 2017 and attached to Resolution No. \_\_\_ as Exhibit "B". Each and every mitigation measure contained in the Mitigation Monitoring and Reporting Program is hereby expressly made a condition of project approval in accordance with State CEQA Guidelines, section 15074.

- C. Prior to Final map, unless other timing is indicated, the subdivider shall complete the following or have plans submitted and approved, agreements executed and securities posted:
1. Following project approval the applicant shall schedule with the City Project Planner a post approval meeting to discuss the project conditions of approval, timing of design and construction and implementation of the project conditions. The meeting shall be scheduled within thirty days of project approval and prior to any plan submittals. The applicant should include their project design team including project architect, their design engineer and their landscape architect.
  2. The applicant shall include provisions in their design contract with their design consultants that following acceptance by the City, all construction drawings or technical reports accepted by the City, exclusive of architectural building plans, shall become the property of the City. Once accepted, these plans may be freely used, copied or distributed by the City to the public or other agencies as the City may deem appropriate. An acknowledgement of this requirement from the design consultant shall be included on all construction drawings at the time of plan submittal.
  3. To coordinate with the City Geographic Information System, horizontal and vertical control for all construction drawings, grading plans, landscape plans, street improvement plans, plot plans, etc., shall be obtained from ROS 11252. All plans, exclusive of the map and building plans, shall be prepared at an engineering scale of 1" = 20' unless otherwise approved by the project engineer.
  4. If plans are prepared in digital format using computer aided drafting (CAD), then in addition to providing hard copies of the plans the applicant shall submit a copy of the plans in a digital .DXF file format at the time of its approval or as requested by the Director of Development Services. The digital file shall be based on accurate coordinate geometry calculations. The digital file for the final map shall specifically include each of the following items in a separate layer:
    - a. Lot boundaries.
    - b. Lot numbers.
    - c. Subdivision boundary.
    - d. Right-of-way.

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- e. Street centerlines, and
  - f. Approved street names.
5. Obtain the basis of bearings for the Final Map from ROS 11252 and install street survey monumentation (SDRSD M-10) in accordance with San Diego Regional Standards and County mapping standards. All other monumentation shall be in accordance with the Santee Municipal Code and shall be to the satisfaction of the Director of Development Services.
  6. Final Map shall be submitted to the Department of Development Services Engineering Division. The first and last submittal of the map shall be made by appointment only with the City project engineer administering the map review. Submittal requirements are listed below. Incomplete submittals will not be accepted for plan check.

Please include the following with the first submittal:

- a. Two sets of prints bound and stapled.
- b. Two copies of a current preliminary title report (dated within six months of submittal date).
- c. Two copies of all documents listed in the preliminary title report.
- d. Two copies of all reference maps used to prepare the final map.
- e. Two copies of closure calculations for the map.
- f. One copy of the Resolution of Approval approving the project.
- g. Map check fees in the amount of \$3,000.00.

Please include the following with the last submittal (signature submittal):

- a. Previous submittal check prints.
  - b. Two sets of prints bound and stapled.
  - c. Two copies of the map in AutoCAD format on separate disk, CD or DVD for incorporation into the City GIS data base.
  - d. Mylars of the map with all required signatures and notaries obtained including Padre Dam Municipal Water District if they are to sign the map.
  - e. Copies of certified receipts for all signature omission letters.
  - f. Subdivision Map Guarantee.
7. Starting with the first plan check submittal, all plan sets including the Final Map shall be submitted concurrently to Padre Dam Municipal Water District for review and approval. The City does not coordinate the review process with Padre Dam, this is the responsibility of the design engineer and the landscape architect. Failure to properly coordinate this review may result in delay of issuance of permits required for construction. It is incumbent upon the applicant to oversee the plan submittals of their design consultants.
  8. Street Improvement Plans shall be submitted to the Department of Development Services Engineering Division and be completed and accepted prior to issuance of a building permit.

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9. Prior to the start of construction of any improvements, public or private, within the limits of the public right-of-way, the applicant shall have plans accepted, agreements executed, securities posted and an Encroachment Permit issued. All improvements shall be installed in accordance with City standards and at the applicant's cost unless otherwise indicated. The following improvements are conditions as part of this development:
  - a. Provide public improvements on the east side of Mission Greens Road and north side of Buena Vista Avenue to include a paved width of 20 feet from centerline, concrete curb and gutter, street lights, drainage facilities, pedestrian facilities and landscaping.
  - b. Repair or replace failed or inadequate pavement to the centerline of the street and/or failed sidewalks on Mission Greens Road and Buena Vista Avenue to the satisfaction of the Director of Development Services.
  - c. Construct two driveway entrances, each a minimum of 30 feet wide on Mission Greens Road per San Diego Regional Standard Drawing G-17, modified to the satisfaction of the Director of Development Services. Abandon and replace with concrete curb, gutter and sidewalk the four existing driveway aprons located on Buena Vista Avenue.
  - d. Install ADA compliant curb and construct a minimum curb line radius of 30 feet at the southwest intersection of Mission Greens Road and Buena Vista Avenue.
  - e. Construct a dedicated sewer connection sized appropriately for the annual backwashing of black water from any proposed private fire suppression systems, including onsite private fire hydrants. The installation of the fire sprinkler system shall include attachment to the on-site sewer system to provide compliance with all appropriate regulatory storm water provisions during system maintenance in accordance with NFPA 25 as amended by CCR title 19.
  - f. Construct storm drain improvements in Mission Greens Road as necessary to accommodate the site runoff, including runoff from all upstream tributary areas based upon the current zoning. The drainage study required herein shall demonstrate if there is a need to upsize existing downstream facilities, and/or installation of inlets. At a minimum, this shall include appropriately sized reinforced concrete pipe of all portions of the drainage system located in existing or future public right of way. Drainage structures shall be installed in accordance with the City of Santee Public Works Standards. This condition shall also apply to the existing drainage system taking into consideration the proposed project drainage diversion.

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- g. New utility structures serving the property shall be located interior to the project off public streets and screened from view and conform to the City of Santee Design Guidelines & Surface Utility Maintenance Manual.
  - h. Street improvement plans shall be one hundred percent (100%) complete at the time of plan submittal, be prepared in accordance with City guidelines and the requirements set forth herein, and be ready for acceptance by the City. Partial or incomplete submittals will not be accepted for plan check. At the time of plan check submittal the applicant shall schedule an appointment with their designated City project engineer and the applicant's design engineer to review the plan submittal for completeness. The following shall be included as part of the improvement plan submittal package:
    - 1. Six sets of plans bound and stapled.
    - 2. Plan check fees.
    - 3. Preliminary cost estimate for the improvements.
    - 4. One copy of the Resolution of Approval for the project.Plan check and inspection fees shall be paid in accordance with the City Fee Schedule.
10. Rough Grading Plans may be submitted to the Department of Development Services Engineering Division and accepted prior to map recordation. The following conditions shall apply to acceptance of the Grading Plans and issuance of a Grading Permit:
- a. Project landscape and irrigation plans for all slope planting on all slopes over three feet in height shall be included in the grading plan set and shall be prepared at the same scale as the grading plans 1" = 20'. Design shall include a temporary high line for irrigation to permit slope planting to occur immediately following grading until such time as individual meters are installed to permit connection of the irrigation to the home owner's meter.
  - b. Project improvement plans shall be completed to the satisfaction of the Director of Development Services and ready for approval prior to issuance of a grading permit. Plans shall be prepared at a scale of 1" = 20'.
  - c. Precise grading plans shall be completed and approved prior to issuance of any building permits or start of construction of the street improvements.
  - d. Obtain a grading permit and complete rough grading in accordance with City standards prior to the issuance of any building permits.

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- e. Grading plans shall include preliminary recommendations for all pavement design sections within the project limits. The pavement structural section for parking areas and interior streets shall be designed based on the "R" value method using a minimum traffic index of 4.5 and 5.0, respectively. Minimum structural sections shall consist of two inches of asphalt concrete over 6-inches of class 2 aggregate base. R-value test data and design calculations shall be submitted for approval to the Department of Development Services Engineering Division a minimum of seven days prior to placement of paving. The pavement design report shall conform to City of Santee Form 435 – PAVEMENT DESIGN AND R-VALUE TEST SUBMITTAL PROCEDURES.
- f. All recommended measures identified in the approved geotechnical and soil investigation shall be incorporated into the project design and construction.
- g. The grading plans shall be prepared at a scale of 1" = 20'. Plans shall include a note that requires immediate planting of all slopes within sixty days following installation of water mains to serve the project. Slope planting shall be fully established prior to occupancy of any unit.
- h. Excess soil generated from grading operations shall be hauled to a legal dumping site as approved by the Director of Development Services.
- i. Grading plans shall be one hundred percent complete at the time of plan check submittal, be prepared in accordance with City guidelines and be ready for acceptance by the City. At the time of plan submittal the applicant shall schedule an appointment with their designated City project engineer and the applicant's design engineer to review the plan submittal for completeness. The following shall be included as part of the grading plan submittal package:
  - 1. Six sets of plans bound and stapled (grading and landscape).
  - 2. Plan check fees.
  - 3. A completed grading permit application.
  - 4. A cost estimate for the cost of construction.
  - 5. Three copies of the Drainage Analysis specified here within.
  - 6. Three copies of the Geotechnical Study specified here within.

All grading shall be completed to the satisfaction of the Director of Development Services. Plan check and inspection fees shall be paid in accordance with the City Fee Schedule.

- 11. Precise Grading Plans shall be submitted to the Department of Development Services Engineering Division and be completed and accepted prior to issuance of a building permit.

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- a. The site design shall comply with full trash capture requirements by providing completely enclosed trash and recycling enclosures, fitting all storm drain inlets with a grate/screen or trash rack, and retrofitting any adjacent storm drain inlet structures to which the site discharges with trash capture devices as identified in the project Storm Water Management Plan.
  - b. The precise grading plans shall include detailed landscape and irrigation information for the proposed bio-retention facilities. The proposed basin design includes the use of an impermeable liner. As such, the proposed planting in and around the basins shall be specified accordingly.
  - c. A minimum paved width of 26 feet is required for all private streets and driveways. The minimum paved width of 26 feet shall maintain an unobstructed vertical clearance from all and any encroachments including, but not limited to, parking spaces, decks, overhangs, lighting, abutments, etc.
  - d. Down spouts and HVAC systems are not permitted to be connected to the storm drain conveyance system. All non-storm water discharges must either drain to landscaped areas, or be plumbed to the sewer and shown on the precise grading plans accordingly.
  - e. Precise Grading plans shall be one hundred percent complete at the time of plan check submittal, be prepared in accordance with City guidelines and be ready for acceptance by the City. At the time of plan submittal, the applicant shall schedule an appointment with their designated City project engineer and the applicant's design engineer to review the plan submittal for completeness. The following shall be included as part of the grading plan submittal package:
    - 1) Six sets of plans bound and stapled.
    - 2) Plan check fees.
    - 3) A cost estimate for the cost of construction.
12. The applicant shall notify all contractors, subcontractors and materials suppliers that the following work schedule restrictions apply to this project:
- a. No site work, building construction, or related activities, including equipment mobilization will be permitted to start on the project prior to 7:00 am and all work for the day shall be completed by 7:00 pm.
  - b. No work is permitted on Sundays or City Holidays.
  - c. No deliveries, including equipment drop off and pick-up, shall be made to

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the project except between the hours of 8:00 am and 6:00 pm, Monday through Saturday, excluding City Holidays. Deliveries of emergency supplies or equipment necessary to secure the site or protect the public are excluded.

- d. If the applicant fails or is unable to enforce compliance with their contractors, subcontractors and material suppliers regarding the specified work hours, a reduction of permissible work hours may be imposed by the Director of Development Services.

In addition to the above the applicant shall erect one or more signs stating the work hour restrictions. Signs shall be installed as may be required, in the vicinity of the project construction trailer if a job site trailer is used, or at such other locations as may be deemed appropriate by the Department of Development Services. The sign shall be a minimum of 24" x 36" and shall be weather proofed. The sign content shall be provided by the Department of Development Services.

13. Trench work when required within City streets shall be completed within two weeks of the initial start date, including placement of the final trench patch. Trench plates or temporary pavement placement shall be installed at the end of each work day. Advance warning signs on lighted barricades notifying the public of trench plates and or uneven pavement shall be placed and maintained until permanent pavement repairs are made. The maximum length of time including weekends and holidays that trench plates may remain on the street is 72 hours after which temporary or permanent asphalt paving shall be placed.
14. A grading permit to allow early subdivision grading in accordance with Section 15.58.170 of the Grading Ordinance may be obtained following approval of the tentative map.
15. Provide three copies of a final drainage study prepared by a registered Civil Engineer, with demonstrated expertise in drainage analysis and experience in fluvial geomorphology and water resources management. Storm drainage shall be designed to adequately convey storm water runoff without damage or flooding of surrounding properties or degradation of water quality.
  - a. The drainage study shall identify and calculate storm water runoff quantities expected from the site and upstream of the site and verify the adequacy of all on-site or off-site facilities necessary to discharge this runoff. The drainage system design shall be capable of collecting and conveying all surface water originating within the site, and surface water that may flow onto the site from upstream lands, and shall be in accordance with the latest adopted Master Drainage Plan, the requirements of the City of Santee Public Works Standards, including

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analysis of the 10-year and 100-year frequency storms, and be based on full development of upstream areas.

- b. The drainage study shall compute rainfall runoff characteristics from the project area including, at a minimum, peak flow rate, flow velocity, runoff volume, time of concentration, and retention volume. These characteristics shall be developed for the 2-year, 10-year and 100-year frequency six-hour storm during critical hydrologic conditions for soil and vegetative cover. Storm events shall be developed using isopluvial maps and in accordance with the San Diego County Hydrology Manual.
  - c. The drainage study shall include a discussion in the narrative describing the existing and proposed drainage patterns of both on-site and off-site drainage. The projects proposed drainage design intends to alter the existing drainage flow that currently drains to the north towards Mission Gorge Road and now proposes to drain east to west to Mission Greens Road. This diversion increases the amount of runoff in Mission Greens Road as well as the tie in with the existing system in Mission Gorge Road.
  - d. The final drainage study shall provide hydraulic calculations that address the impact of the proposed drainage diversion and the potential for flooding on Mission Gorge Road as a result of the project. The calculations shall demonstrate the final drainage design will not result in flooding or damage to downstream properties and conforms to the requirement of the City of Santee Public Works Standards.
16. Provide three copies of a Storm Water Quality Management Plan (SWQMP) as required by the City of Santee Storm Water Management and Discharge Control Ordinance and in accordance with the City of Santee BMP Design Manual (dated February 2016). The SWQMP must include best management practices (BMPs) to address water quality and hydromodification. An Operation and Maintenance Plan describing maintenance requirements and costs for BMP maintenance and provision of maintenance verification will be provided.
- a. Develop and implement appropriate Best Management Practices (BMPs) to ensure that the project does not increase pollutant loads from the site. A combination of respective storm water BMPs, including Site Design, Source Control, and Structural Treatment Control shall be implemented in accordance with the approved SWQMP.
  - b. The project design shall incorporate Low Impact Development (LID) and site design BMPs to minimize directly connected impervious areas and to promote infiltration using LID techniques as outlined in the County of San Diego's LID handbook. Parking areas shall be designed to drain to

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landscape areas. Private roads shall be designed to drain to vegetated swales or landscaped areas.

- c. The site shall comply with full trash capture requirements by providing completely enclosed trash and recycling enclosures, fitting all storm drain inlets with a grate/screen or trash rack, and retrofitting any adjacent storm drain inlet structures to which the site discharges with trash capture devices. Said devices must be designed to capture debris of 5 mm or greater, while preventing flooding potential. In addition, all inlets must be labeled with concrete stamp or equivalent - stating, "No Dumping - Drains to River".
  - d. Down spouts and HVAC systems are not permitted to be connected to any storm drain conveyance system. All non-storm water discharges must either drain to landscaped areas, or be plumbed to the sewer. Construct a dedicated sewer connection for the annual backwashing of water from any proposed private fire suppression systems.
  - e. California native/drought-tolerant plants shall be used to the maximum extent feasible to minimize the need or irrigation. Where irrigation is necessary, then the system shall be designed and installed to prevent overspray or irrigation runoff during normal operations and during a break in the line.
  - f. Provide a copy of an Operation & Maintenance (O&M) plan in accordance with the City of Santee BMP Design Manual. A Storm Water Facilities Maintenance Agreement accepting responsibility for all structural BMP maintenance, repair and replacement as outlined in said O&M plan binding on the land throughout the life of the project will be required prior to issuance of building permit.
17. Water Quality Control – Construction Storm Water Management Compliance. Provide proof of coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit, 2009-0009-DWQ) prior to start of construction. This project disturbs 1 or more acres of soil or disturbs less than 1 acre but is part of a larger common plan of development that in total disturbs 1 or more acres. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation.
18. A Storm Water Facilities Maintenance Agreement accepting responsibility for all structural BMP maintenance, repair and replacement as outlined in said O&M plan binding on the land throughout the life of the project will be required prior to issuance of building permit.
- a. Provide two copies of a Construction Storm Water Pollution Prevention Plan (SWPPP) as required by the Construction General Permit for City review and approval. The Construction SWPPP should contain a site

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map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The Construction SWPPP must list Best Management Practices (BMPs) the applicant will use to protect storm water runoff and the placement of those BMPs. Section XIV of the Construction General Permit describes the SWPPP requirements.

19. Provide three copies of geotechnical study prepared in accordance with the requirements of the Santee General Plan. All recommended measures identified in the approved study shall be incorporated into the project design. Copies of the Geotechnical/Seismic Hazard Study for the Safety Element of the Santee General Plan which details, in Table A-1, study criteria necessary to conform to the General Plan requirements, can be purchased from the Department of Development Services Engineering Division.
  - a. The geotechnical report shall analyze any proposed infiltration techniques (trenches, basins, dry wells, permeable pavements with underground reservoir for infiltration) for any potential adverse geotechnical concerns. Geotechnical conditions such as: slope stability, expansive soils, compressible soils, seepage, groundwater depth, and loss of foundation or pavement subgrade strength should be addressed, and mitigation measures provided.
20. The applicant shall make the following conveyances on the final map:
  - a. Relinquish vehicular rights of access to Mission Greens Road and Buena Vista Avenue along the property fronting said roadways, excluding the proposed driveway locations.
  - b. Dedicate to the City of Santee a 26-foot wide fire and emergency vehicular access easement over all driveways and private streets.
  - c. Dedicate a visibility clearance easement at all street intersections in accordance with Section 17.10.050 of the Zoning Ordinance.
  - d. Dedicate drainage and access easements for all storm drainage improvements proposed for City maintenance.
  - e. Consolidate the existing 1 foot Lot "B" along Mission Greens Road and combine with the project site so that the right-of-way behind the face of curb is ten feet.
  - f. Grant to Padre Dam Municipal Water District any required water, sewer, or access easements.
  - g. Vacate the existing 12-foot irrevocable offer of dedication along Buena Vista Avenue so that the right-of-way behind the face of curb is ten feet.
21. Applicant shall place all new utilities required to serve the project underground. No overhead facilities or extension of overhead facilities is permitted.

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In addition, the applicant shall underground any existing overhead facilities on-site and underground any overhead facilities adjacent to the project to the satisfaction of the Director of Development Services. Adjacent facilities are defined as existing overhead facilities in the abutting half street and may include extension of the undergrounding to either side of the project to the nearest existing utility pole.

22. Provide certification to the Director of Development Services that sewer and water can be provided to the site and that financial arrangements have been made to provide said services. If private sewer or water mains are allowed to serve the project, then a building permit for these facilities will be required and they shall be maintained by a homeowner's association.
23. The applicant shall comply with all applicable sections of the Municipal Code, Land Development Manual and Public Works Standards of the City of Santee.

**SECTION 4:** The applicant shall defend, indemnify, and hold harmless the City of Santee and its officers, employees, and agents from any claim, action, or proceeding against the City and/or its officers, employees or agents to attack or set aside, void, or annul the approval of the City of Santee concerning this Tentative Map, or any action relating to or arising out of its approval.

**SECTION 5:** The terms and conditions of the Tentative Map TM2015-4 approval shall be binding upon the permittee and all persons, firms and corporations having an interest in the property subject to this Tentative Map and the heirs, executors, administrators, successors and assigns of each of them, including municipal corporations, public agencies and districts.

**SECTION 6:** The approval of the Tentative Map TM2015-4 expires on December 13, 2020 at 5:00 p.m. The Final Map or Maps conforming to this conditionally approved Tentative Map shall be filed with the City Council in time so that City Council may approve the Final Map or Maps before this approval expires unless a time extension for obtaining such approval of the Final Map is approved as provided by the Santee Subdivision Ordinance. The City Council expressly grants to the Director of Development Services the authority to extend the expiration date of this approval pursuant to Section 17.04.090.B of the Santee Municipal Code, when a request for an extension is filed 60 days prior to the original expiration date.

**SECTION 7:** Pursuant to Government Code Section 66020, the 90-day approval period in which the applicant may protest the imposition of any fees, dedications, reservations, or exactions imposed pursuant to this approval, shall begin on December 13, 2017.

**SECTION 8:** The City of Santee hereby notifies the applicant that State Law (AB3158), effective January 1, 1991, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. In order to comply with State Law, the applicant should remit to the City of Santee Department of Development Services, within two (2) working days of the effective date of this approval (the "effective date"

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being the end of the appeal period, if applicable), a certified check payable to the "County, Clerk, County of San Diego" in the amount of \$2,266.25. This fee includes an authorized County administrative fee of \$50. Failure to remit the required fee in full within the time specified above will result in notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation Code. In addition, Section 21089 (b) of the Public Resources Code, and Section 711.4 (c) of the Fish and Game Code, provide that no project shall be operative, vested, or final until the required filing fee is paid.

**SECTION 9:** The documents and materials that constitute the record of proceedings on which these findings have been based are located with the City Clerk at the City of Santee City Clerk's office at 10601 Magnolia Avenue, Building #3, Santee, CA 92071.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13th day of December 2017, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**SARA REAL, DEPUTY CITY CLERK**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
APPROVING DEVELOPMENT REVIEW PERMIT DR2015-8 FOR A 40 MULTI-  
FAMILY DWELLING UNIT CONDOMINIUM PROJECT LOCATED ON THE  
NORTHEAST CORNER OF BUENA VISTA AVENUE AND MISSION GREENS  
ROAD, IN THE MEDIUM-HIGH DENSITY RESIDENTIAL (R-14) LAND USE  
DESIGNATION AND ZONE**

**(APPLICANT: VILLAGE RUN HOMES, LLC)  
APNs: 384-042-22-00, 384-042-23-00  
RELATED CASE FILES: TM2015-4, AEIS2015-4**

**WHEREAS**, on August 30, 2017 Village Run, LLC submitted a complete application for a Tentative Map TM2015-4 and Development Review Permit DR2015-8 to develop 40 multi-family dwelling unit condominium project, developed in eight buildings each with five attached units on a two-acre site located on the northeast corner of Buena Vista Avenue and Mission Greens Road, in the City of Santee, County of San Diego, State of California; and

**WHEREAS**, pursuant to the requirements of the California Environmental Quality Act ("CEQA"), an Initial Study (AEIS2015-14) was conducted for the project (which includes Tentative Map (TM2015-4) and Development Review Permit (DR2015-8) that determined that all environmental impacts of the project would be less than significant with mitigation and a Mitigated Negative Declaration (State Clearinghouse Number 2017101026) was prepared and advertised for public review from October 13, 2017 to November 13, 2017; and

**WHEREAS**, the proposed project is located within Airport Influence Area (AIA) 1 for the Gillespie Field Airport Land Use Compatibility Plan (ALUP). The Federal Aviation Administration (FAA) determined that the project, as designed, presented no hazard to air navigation, and the Airport Land Use Commission (ALUC) determined that the project is conditionally consistent with the ALUP pursuant to the ALUC Resolution 2017-0020; and

**WHEREAS**, the Director of Development Services scheduled Tentative Map TM2015-4, Development Review Permit DR2015-8, and Mitigated Negative Declaration (AEIS2015-14) for public hearing on December 13, 2017; and

**WHEREAS**, on December 13, 2017, the City Council held a duly advertised public hearing on Tentative Map TM2015-4, Development Review Permit DR2015-8, and Mitigated Negative Declaration (AEIS2015-14); and

**WHEREAS**, the subject development is located on an area identified as Map ID Number 7 in the adopted 2013 Housing Element (Table C-1) as having potential for additional housing capacity required to meet the State-mandated regional housing allocation numbers; and

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**WHEREAS**, Map ID Number 7 in the adopted 2013 Housing Element anticipated a development consisting of approximately 35 dwelling units and the project proposes a net gain of 38 residences that will be added to the City's housing stock; and

**WHEREAS**, the City Council considered the Staff Report, the Initial Study/Mitigated Negative Declaration, all recommendations by staff, public testimony, and all other relevant information contained in the administrative record regarding the Project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Santee, California, after considering the evidence presented at the public hearing, as follows:

**SECTION 1:** On December 13, 2017, the City Council approved and adopted Mitigated Negative Declaration (State Clearinghouse Number 2017101026) and its associated Mitigation Monitoring and Reporting Program, which fully disclosed, evaluated and mitigated the environmental impacts of the proposed project, including the Development Review Permit contemplated in this Resolution. No further environmental review is required for the City to adopt this Resolution.

**SECTION 2:** The findings in accordance with Chapter 17.10 "Residential Districts" of the Santee Municipal Code for a Development Review Permit (Section 17.08.080) are made as follows:

- A. That the proposed project as conditioned meets the purpose and design criteria prescribed in the Zoning Ordinance and the Municipal Code because the site is zoned R-14 Medium-High Density Residential. The project proposes 20 units per acre which is within the allowed density range of 14 to 22 dwelling units per acre. The proposed development is compatible with existing multiple family residential development in the area and is compatible with the Development Review criteria contained in section 17.08.070 of the Municipal Code. As conditioned, the project complies with lot size and dimensions, parking, lot coverage, landscaping, and recreational amenities of the Development Code. The project design is consistent with the requirements of the Fire Code, and all proposed private improvements will meet the public works standards of the City.
  
- B. That the proposed development conforms to the Santee General Plan. The project provides a variety of housing types and increased density along major road corridors (Land Use Element Objective 2.0 and Policy 2.2). The project is consistent with the Objective 5.0 of the Housing Element which encourages a wide range of housing by location, type of unit, and price. It also supports the Mobility Element Objective 4.0 which desires to maximize the utilization of site planning techniques to improve traffic safety. Policy 4.1 of the Mobility Element encourages new subdivision development be designed so that driveways do not take direct access from prime arterials, major roads, or collector streets. Vehicle access will be provided from Mission Greens Road and the existing driveways on

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Buena Vista Avenue, a collector street, would be eliminated. The project also is consistent with the Noise Element Objective 1.0 and 2.0.

The City's Noise Element in the General Plan identifies noise levels up to 65 Day-Night Average Sound Level (Ldn) as normally acceptable for multi-family uses. Based upon Noise Element Figure 7.2, "Future Noise Levels", the subject site would not be exposed to noise levels exceeding 65Ldn.

The project site is partially located within the 60-65 decibel (dB) Community Noise Equivalent Level (CNEL) noise contour in the Gillespie Field Airport Land Use Compatibility Plan (ALUCP) and must be sound-attenuated to 45 dB CNEL interior noise levels. The proposed project will be constructed with standard light frame construction which provides an exterior to interior noise level reduction to 45 dB CNEL interior noise level as required by Title 24 of the California Code Regulations (CCR), California Noise Insulation Standards.

**SECTION 3:** The Development Review Permit DR2015-8 consisting of 40 multi-family condominium units located on the northeast corner of Buena Vista Avenue and Mission Greens Road is hereby approved subject to the following conditions:

- A. The applicant shall obtain approval of Tentative Map TM2015-4.
- B. The applicant shall be responsible for complying with all the provisions of the Mitigation Monitoring and Reporting Program adopted by the City Council on December 13, 2017 and attached to Resolution No. \_\_\_ as Exhibit "B". Each and every mitigation measure contained in the Mitigation Monitoring and Reporting Program is hereby expressly made a condition of project approval in accordance with State CEQA Guidelines, section 15074.
- C. The project shall comply with all applicable sections of the Municipal Code, Land Development Manual, and Public Works Standards of Santee.
- D. Prior to Building Permit Issuance:
  - 1. Obtain building permits for the proposed work in compliance with all applicable sections of the Municipal Code, Uniform Building Code, California Building Code, Uniform Plumbing Code, National Electric Code, Uniform Mechanical Code, Public Works Standards of the City of Santee and all requirements of the Fire Department.
  - 2. The submitted plans shall be in substantial conformance with the approvals and conditions of approval for Tentative Map TM2015-4 and Development Review Permit DR2015-8.
  - 3. All construction shall be in substantial conformance with the approved plans dated May 19, 2017, as amended herein.

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4. Minor or Major Revisions to the Development Review Permit, such as changes to the building elevations, site design, or landscaping design, shall be approved by the Director of Development Services unless in the Director's judgment a Major Revision should be reviewed by the City Council.
5. Applicant shall complete a Debris Management Plan form and submit a waste diversion security deposit prior to receiving any building permit or demolition permit, unless specifically exempt pursuant to the City's Municipal Code.
6. Submit a landscape plan that meets the requirements of the City's Water Efficient Landscape Ordinance (Chapter 17.36 of the Santee Municipal Code).
7. The bio-retention areas must include plants listed in the City of Santee BMP Design Manual.
8. Projections into yards must comply with SMC Section 17.10.050 B.
9. All perimeter walls and retaining walls constructed next to a Mobility (Circulation) Element Street shall be constructed with decorative materials to the satisfaction of the Director of Development Services.
10. A bond, equal to the cost of full landscape installation shall be deposited with the Department of Development Services and retained for a minimum of one year or until the landscaping is established to the satisfaction of the Director of Development Services.
11. Should temporary construction or sales office trailers and/or model homes(s) be desired, the applicant shall comply with the requirements of Subsection 17.06.070 E.2 of the Santee Zoning Ordinance without the requirement to file an application for a Temporary Use Permit. All temporary trailers shall comply with the required setbacks. Any required building permits shall first be obtained prior to the operation of a sales office and/or model home(s).
12. The project shall include a roof-mounted solar photo-voltaic system to the maximum feasible extent given roof space or as required by the current CA Code of Regulations Title 24.
13. The garage for each dwelling unit shall be equipped with a dedicated circuit and receptacle to support a future plug-in, AC Level 2 electric vehicle charging station required by the current CA Code of Regulations Title 24.
14. The project shall include a rain harvesting system to collect and reuse rainwater for landscape irrigation.
15. The building plans shall provide wall offsets to identify each unit and

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decorative accent features shall be provided on all sides of the building to the satisfaction of the Development Services Director.

16. The grading plan must specify the Type A ramp at the northeast corner of Mission Greens Road and Buena Vista Avenue.
17. Each unit shall be equipped with a water sub-meter, capable of being read without entry into the unit, in accordance with Section 537.1 of Article 5, Chapter 8, Division 1 of the California Water Code.
18. Submit a copy of the Covenants, Conditions, and Restrictions (CC&Rs) for approval of the Director of Development Services prior to recordation and pursuant to the conditions imposed for Tentative Map TM2015-4 and Development Review Permit DR2015-8. These CC&R's should include discussion of, but are not limited to the following issues:
  - a. The permittee and all persons, firms or corporations, owning the property subject to this subdivision map, their heirs, administrators, executors, successors, and assigns shall operate, maintain and repair the landscape areas and onsite drainage improvements as shown on the Final Map, site plan, and landscape plan in accordance with the approved CC&Rs primarily for the benefit of the residents of the subject development.
  - b. Conditions that require residents of the development to make their required parking spaces available for parking of automobiles at all times, including language that grants the Homeowner's Association (HOA) the right to inspect private garages to ensure residents' compliance with this requirement and language that requires the HOA to enforce this requirement.
  - c. A condition that requires guest parking spaces to be maintained for short-term parking by visitors of the development.
19. Applicant shall obtain final map approval and record the final map. Once recorded, the applicant shall within thirty days of recordation, provide one mylar copy of the recorded map to the Department of Development Services Engineering Division together with three printed copies of the map for the City's permanent record. The prints and mylar shall be in accordance with City standards.
20. Precise Grading Plans shall be submitted to the Department of Development Services Engineering Division and be completed and accepted prior to issuance of any building permits or start of construction of the street improvements. The plans shall be prepared at a scale of 1" = 20'. Plan format and content shall comply with Engineering Division standards.
21. Following issuance of a grading permit the applicant shall complete rough grading in accordance with the approved grading plans and the

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recommendations of the project's geotechnical engineer. Following completion of the rough grading and prior to issuance of any building permits, provide three originals of a rough grading report, which shall include a compaction report prepared by the geotechnical engineer, and a certification by the project civil engineer that all property corners, slopes, retaining walls, drainage devices and building pads are in conformance with the approved grading plans.

22. The applicant shall pay all development impact fees in effect at the time of issuance of building permits. Effective July 1, 2017, the fees are estimated to be as follows:

a. Drainage . . . . .	\$ 77,560	or	\$ 1,939 / unit
b. Traffic . . . . .	\$ 89,320	or	\$ 2,233 / unit
c. Traffic Signal . . . . .	\$ 9,240	or	\$ 231 / unit
d. Park-in-Lieu . . . . .	\$ 278,680	or	\$ 6,967 / unit
e. Public Facilities. . . . .	\$ 228,960	or	\$ 5,724 / unit
f. RTCIP Fee . . . . .	\$ 96,165.60	or	\$ 2,404.14 / unit

Impact fee amounts shall be calculated in accordance with current fee ordinances in effect at the time of issuance of building permit. Fees shall be adjusted on an annual basis in the accordance with the Municipal Code.

Note: Fee Credits for the two existing single family residences and the square footage of the existing commercial development may be applied provided the applicant obtains demolition permits prior to removal. Fee Credits of the existing development will only be applied to Drainage, Traffic and Traffic Signal. No credit will be applied towards Park-in-Lieu, Public Facilities, or RTCIP Fee for existing development. Fee credits can be applied for drainage improvements that can qualify as Master Drainage Fee facilities when excluding the proposed diversion storm water flows generated from the project.

23. Provide a minimum 26' wide, clear area (no parking), all-weather, paved (or other approved surface) emergency access roadway for the site prior to the delivery of combustible construction materials. **All underground utilities including fire mains, fire hydrants and fire service underground devices shall be installed and approved prior to the delivery of combustible materials.** An emergency access plan for the site shall be submitted for approval prior to construction.

24. The proposed 26' access roadway/roadway shall be dedicated as "fire lane" through the development. The fire lane width shall be measured curb to curb (or edge of pavement to edge of pavement) and shall extend vertically from grade to the highest point of any structures or obstacles constructed adjacent to the fire lane. No building elements, balconies, drains, projections, or any

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other object shall encroach into this clear space. The fire lane(s) shall be identified by painting curbs red with white-stenciled letters indicating "NO PARKING – FIRE LANE" every 30 feet along all portions of the fire lane. **Red stripes with white stenciled letters shall be painted on the curb or asphalt in front of garages along fire lanes as well.** No parking will be allowed in front of the garages. Or, signs shall be installed on the edge of the curb indicating the same. Placement of the signs shall be every 75 feet (or other approved spacing), placed in between the curb stenciling. Exact placement shall be approved by the Fire Department prior to installation.

25. **The private fire service main loop serving the two fire hydrants shall be made "public"**. Plans for the main and two fire hydrants shall be submitted to Padre Dam Municipal Water District for approval.
26. Two fire hydrants are required and shall have two, 2 1/2" ports and one, 4" port, with a minimum fire flow of 2500 gallons per minute for 3 hours. Hydrants shall be of all bronze construction, painted "fire hydrant yellow" and be installed per Padre Dam Water District requirements. Exact location of required hydrants is to be determined by the Fire Department prior to installation. All underground utilities including fire mains, fire hydrants and fire service underground devices shall be installed and approved prior to the delivery of construction materials.
27. Provide an illuminated directory map at the entrance of the complex. The directory shall be approximately 12 square feet (or other approved size) and show the layout of buildings, building addresses, hydrant locations and FDC locations. The exact design and location for directory placement shall be approved by the Fire Department prior to installation.
28. Address numbers shall be placed at approved locations, on the garage/access side of all buildings. Numbers shall be block style, a minimum of 10" in height, black in color (or other approved color), in contrast with their background. Address numbers shall also be illuminated for nighttime visibility.

If condominium units are individually addressed, 4" address numbers shall be placed adjacent to the garage and at the front door of each unit.

29. The buildings are required to be constructed with approved automatic residential fire sprinkler systems installed by a licensed fire sprinkler contractor. Separate plans are required to be submitted to the Fire Department for approval prior to installation. The fire sprinkler systems are required to be monitored by an approved central station monitoring company. Contact the Fire Department for specific requirements for the automatic fire sprinkler system. Each building shall have one 2.5" Fire Department Connection (FDC) connected to the fire sprinkler system.

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30. Provide a Potter "SASH-120", all weather, exterior horn/strobe (or equivalent) in lieu of exterior bell for audio/visual notification of sprinkler activation. The horn/strobe is to be installed at an approved location on the building. Exact installation location of the horn/strobe is to be determined by the Fire Department prior to installation.
31. Each building or address (equipped with an automatic fire sprinkler system) shall have a fire sprinkler riser enclosure accessible from the outside of the building or address. The exact size and location of the enclosure shall be approved by the Fire Department prior to construction. The enclosure shall contain the fire sprinkler riser for the building, pressure gauges for the system, applicable valves, sprinkler head box, and any required diagrams or documentation for the fire sprinkler system. The enclosure shall have exterior locking hardware and a Knox box shall be located at an approved location near the room for easy Fire Department access. The exterior side of the riser enclosure door shall have labeling or signage approved by the Fire Department indicating "FIRE RISER INSIDE".
32. The Double Detector Check Valve Assembly/Fire Department Connection (RPDA/FDC) that supply water to the automatic fire sprinkler systems shall be placed in approved locations within 50' of a fire hydrant. **The device shall be installed per San Diego County Regional Standard WF-05. The finished height of the Fire Department Connection (FDC) shall be no higher than 48" from grade.** The entire device may be painted dark green or brown to blend in with adjacent landscaping. The Fire Department Connection (FDC) shall be painted red. The Fire Department Connection (FDC) once installed, shall be "pinned" in place for theft protection. The (RPDA) device shall be stenciled with 2" white numbers indicating the address served. The assembly shall be equipped with a chain and breakaway locks for security. Location of these devices shall be approved prior to installation. If the building is equipped with central station monitoring of the sprinkler system, the control valves on the device shall be monitored for tamper of the valves.
33. A Knox Box key safe for emergency access of Fire Department personnel is required for the building. Knox Boxes shall be installed at the front entrance, riser room and other required location(s). Knox Box applications may be obtained from the Fire Department. Approval of the number and exact mounting location shall be determined by the Fire Department prior to installation.
34. Santee has adopted the use of Knox Fire Department Connection (FDC) Plugs for FDC hose connections to the automatic fire sprinkler systems. These plugs ensure that the FDC's will be clear of obstructions and allow for the proper Fire Department use of automatic fire sprinkler systems. Knox Plugs can be ordered online directly from the Knox Company at

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Knoxbox.com. Order FDC Plugs for use in the City of Santee. Order model #3043 (two per building if using Siamese connection). Contact Santee Fire Department if assistance is needed in ordering.

35. A minimum of one, 2A10BC fire extinguisher shall be located at an approved location, in a fire extinguisher cabinet, on every building. Exact extinguisher location to be determined by the Fire Department prior to installation.

E. Prior to obtaining occupancy the following actions shall be taken:

1. Prior to occupancy of the first dwelling unit, the applicant shall submit a copy of the recorded CC&Rs pursuant to the conditions imposed for Tentative Map TM2015-4 and Development Review DR2015-8.
2. The applicant shall complete construction of all improvements shown on the approved plans to the satisfaction of the Director of Development Services.
3. All post-construction BMPs that protect the site shall be in operation and certified in accordance with the approved Storm Water Quality Management Plan.
4. At the time of mid-construction or Rough Fire Inspections, an electronic or digital submission of vector data such as: AutoCAD (rectified dwgs or include world file), GIS Data (Geodatabase or Shapefiles), or Image Type such as (Tiff & Jpegs) of the site-plan shall be provided to the Fire Department for emergency response mapping. If CAD drawings are not available, a PDF shall be provided. The site plan shall show all fire access roadways/driveways, buildings, address numbers, fire hydrants, fire sprinkler connections, and other details as required. Please contact the Fire Department for exact details to be submitted for your project.
5. The applicant shall obtain final clearance for occupancy by signature on the final inspection request form from the Building Division, Fire Department and the Planning and Engineering Divisions of the Department of Development Services
6. Plant all new trees in and within 10 feet of the public right-of-way with root control barriers.
7. The proposed project is located within the overflight notification area. The ALUCP requires recordation of an overflight notification with the County Recorder for new residential land uses or other alternative method as approved by the ALUC. Therefore, as a condition of project approval, an overflight notification shall be recorded with the County Recorder on each property containing a residential unit or other alternative method as approved by the ALUC.

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8. Minimum best management practices for storm water and water quality will be incorporated into the development's CC&Rs via reference to the project's Storm Water Quality Management Plan. Prior to issuance of occupancy, an executed contract must be in place with a qualified storm water service provider and a copy of the SWQMP provided to the consultant and the HOA. Should the project be phased, the executed contact must be submitted prior to issuance of the final phase of occupancy.
- F. Upon establishment of the use pursuant to this Development Review Permit DR2015-8, the following conditions shall apply:
1. All required landscaping shall be adequately watered and maintained in a healthy and thriving condition, free from weeds, trash, and debris.
  2. The parking areas and driveways shall be well maintained.
  3. All groundcover installed pursuant to an approved landscape plan shall provide 100 percent coverage within 9 months of planting or additional landscaping, to be approved by the Director, shall be required in order to meet this standard.
  4. Landscaping should be situated to maximize observation while providing the desired degree of esthetics.
    - a. Bushes and shrubs should remain at a height of no more than three feet tall or, if applicable, trimmed underneath to expose the existing space and reduce the opportunity for concealment of a person(s) or property.
    - b. Trees should be trimmed at least seven feet in height and maintained so they do not block any light sources.
  5. Lighting should have sufficient wattage to adequately illuminate the premises and clearly define what a person may be wearing, what they look like or what kind of vehicle he/she may be driving.
    - a. All entrances should be illuminated during darkened hours.
    - b. Common areas including parking, trash receptacles, walkways, front porches/doorways, management office, etc. should be well illuminated. To check for sufficient illumination, ensure you can see at least 25 feet in front of you while standing next to the light.
    - c. Each unit should be clearly marked with the address and unit number and illuminated at night to aid emergency responders.

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6. If any parking spaces are assigned to individual units, the parking space numbers should not correspond to the unit numbers. Parking space numbers that correspond to the unit numbers allow a passerby to see if a residence is potentially unoccupied with the absence of a vehicle.
7. Security within each individual unit is important to maintaining the Crime Prevention Through Environmental Design principles.
  - a. Each unit should have a 180 degree viewer (peephole) on the front entry door.
  - b. it is recommended each unit have a 1 inch deadbolt throw on the front entry door.
  - c. is it recommended all windows and sliding glass doors are secured with a locking device. A secondary locking device, such a thumb-turn lock should be provide to residents.
  - d. All windows and doors should have screens.
8. As a multi-housing community, it is recommended the complex participate in the Crime Free Multi-Housing Program. In order to be eligible for the program, the property must:
  - a. Pass a C.P.T.E.D. inspection annually, ensuring the above elements are implemented and maintained throughout the property.
  - b. The property manager must attend and complete a training program.
  - c. Neighborhood Watch Meetings should be held annually at the property.
  - d. All residents should be required to sign a Crime Free Lease Addendum along with the rental agreement.
  - e. Criminal background checks and/or credit checks should be completed as part of the applicant screening process. A photocopy of identification of every person listed on the rental agreement should be kept.
9. All storm water best management practices (BMPs) outlined in the Storm Water Management Plan must be installed and operational to the

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satisfaction of the Director of Development Services. Failure to maintain a required BMP will subject property owners and/or the Homeowners Association to civil penalties.

10. All light fixtures shall be designed and adjusted to reflect light downward, away from any road or street, and away from any adjoining premises, and shall otherwise conform to the requirements of Title 17 of the Santee Municipal Code.

**SECTION 4:** The terms and conditions of this Development Review Permit DR2015-8 shall be binding upon the permittee and all persons, firms and corporations having an interest in the property subject to this Development Review Permit DR2015-8 and the heirs, executors, administrators, successors and assigns of each of them, including municipal corporations, public agencies and districts.

**SECTION 5:** This Development Review Permit DR2015-8 expires on December 13, 2020 at 5:00 p.m. unless prior to that date a Final Map has been recorded pursuant to Tentative Map TM2015-4, or unless a time extension for obtaining such approval of the Final Map is approved as provided by the Santee Subdivision Ordinance. The City Council expressly grants to the Director of Development Services the authority to extend the expiration date of this approval pursuant to Section 17.04.090.B of the Santee Municipal Code, when a request for an extension is filed 60 days prior to the original expiration date.

**SECTION 6:** Pursuant to Government Code Section 66020, the 90 day approval period in which the applicant may protest the imposition of any fees, dedications, reservations, or exaction imposed pursuant to this approval, shall begin on December 13, 2017.

**SECTION 7:** The applicant shall defend, indemnify, and hold harmless the City of Santee and its officers, employees and agents from any claim, action, or proceeding against the City and/or its officers, employees or agents to attack or set aside, void, or annul the approval of the City of Santee concerning this Resolution or any action relating to or arising out of its approval.

**SECTION 8:** The City of Santee hereby notifies the applicant that State Law (AB3158), effective January 1, 1991, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. In order to comply with State Law, the applicant should remit to the City of Santee Department of Development Services, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to the "County Clerk" in the amount of \$2,266.25. This fee includes an authorized County administrative fee of \$50. Failure to remit the required fee in full within the time specified above will result in notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation Code. In addition, Section 21089 (b) of the Public Resources Code and Section 711.4 (c) of the Fish and Game Code, provide that no project shall be

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

operative, vested, or final until the required filing fee is paid.

**SECTION 9:** The documents and materials that constitute the record of proceedings on which these findings have been based are located with the City Clerk at the City of Santee City Clerk's office at 10601 Magnolia Avenue, Building #3, Santee, CA 92071.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13th day of December 2017, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**SARA REAL, DEPUTY CITY CLERK**

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

4A

**MEETING DATE**    December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**        SELECTION OF MAYOR PRO TEMPORE (VICE MAYOR)

**DIRECTOR/DEPARTMENT**        John Minto, Mayor

**SUMMARY**

The current Vice Mayor, Ronn Hall, will finish a one-year term as Vice Mayor on December 13, 2017. In accordance with Resolution 201-85, Council Member McNelis is eligible for selection as the next Vice Mayor.

**FINANCIAL STATEMENT** <sup>*jm*</sup> N/A

**CITY ATTORNEY REVIEW**     N/A     Completed

**RECOMMENDATION** <sup>*msb*</sup>  
Select the next Vice Mayor for the term beginning December 14, 2017.

**ATTACHMENTS**  
None

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

6A

**MEETING DATE**

December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**

**RESOLUTION APPOINTING PEGGY JOHNS AS INTERIM CITY CLERK AND APPROVING EMPLOYMENT AGREEMENT**

**DIRECTOR/DEPARTMENT**

Mayor John W. Minto

**SUMMARY**

On November 28, 2017, the City Clerk position became vacant. The City needs to select an Interim City Clerk pending the recruitment, selection and employment of a permanent City Clerk.

The City has identified a qualified candidate to consider for appointment to Interim City Clerk. Peggy Johns served the City of Laguna Hills as the City Clerk for nine years and since retirement has assisted other cities in interim status. Ms. Johns has the specialized skill and background to serve in this position.

Government Code section 21221(h) allows the City to hire a retiree to fill a vacant position on an interim basis during the recruitment for a permanent appointment. This Section requires that the appointment be made by the City Council to a position requiring specialized skills, be a one-time appointment, and that the employee does not exceed 960 hours worked in a fiscal year. Section 7522.56 imposes similar restrictions, consistent with Section 21221(h).

The attached Resolution will appoint Peggy Johns as the Interim City Clerk in compliance with Section 21221(h) and approves the corresponding Employment Agreement.

**FINANCIAL STATEMENT**

*jm* Under the Employment Agreement, Johns would be paid at a rate of \$55.00 per hour. This amount is dictated by Section 21221(h) as the rate must be within the range of the publicly approved rate of pay for the vacant position. No other benefits are permitted to be provided.

**CITY ATTORNEY REVIEW**

N/A

Completed

**RECOMMENDATION**

*MSB*  
Adopt a Resolution appointing Peggy Johns as Interim City Clerk and approving employment agreement.

**ATTACHMENTS (Listed Below)**

1. Resolution
2. Employment Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE APPOINTING  
PEGGY JOHNS AS INTERIM CITY CLERK AND APPROVING EMPLOYMENT  
AGREEMENT**

**WHEREAS**, Government Code section 21221(h) permits the City Council to appoint a California Public Employees' Retirement System ("CalPERS") retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

**WHEREAS**, the position of City Clerk became vacant on November 28, 2017; and

**WHEREAS**, to ensure the efficient continued operation of the City, the City Council desires to retain the services of Peggy Johns, a retired member of CalPERS, to serve as Interim City Clerk, effective December 14, 2017; and

**WHEREAS**, Peggy Johns has over 28 years of experience in city administration, including having previously served as a city clerk for 9 years; and

**WHEREAS**, pending the recruitment, selection and employment of a City Clerk, the City desires to appoint Peggy Johns as Interim City Clerk, pursuant to the authority provided under Government Code section 21221(h), to provide the leadership, managerial and organizational skills necessary to manage the City Clerk's office effectively and efficiently; and

**WHEREAS**, it is understood by Peggy Johns and the City that the combined total hours to be served by Peggy Johns in any fiscal year for all CalPERS employers shall not exceed the 960 hour limitation set forth in California Government Code section 21221(h); and

**WHEREAS**, the City Council has reviewed a proposed employment agreement by and between Peggy Johns and the City of Santee.

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

**SECTION 1.** As required by Government Code sections 7522.56 and 21221(h), the City Council makes the following findings:

(A) All facts set forth in the Recitals to this Resolution are true and correct.

(B) Peggy Johns has the specialized skills needed to perform the work required of the Interim City Clerk until a permanent City Clerk is appointed and thereafter begins his or her service.

(C) It is in the best interests of the City of Santee to enter into an employment agreement with and to appoint Peggy Johns as Interim City Clerk for the City of Santee pursuant to the authority provided under Government Code section 21221(h).

**SECTION 2.** Peggy Johns is hereby appointed as Interim City Clerk of the City of Santee in accordance with Government Code section 21221(h) and with the provisions of the employment agreement on file with the City Clerk.

**SECTION 3.** The employment agreement with Peggy Johns, a copy of which is on file with the City Clerk, is hereby approved by the City Council of the City of Santee, effective December 13, 2017.

**PASSED, APPROVED AND ADOPTED** this 13th day of December, 2017.

**AYES:**

**NOES:**

**ABSENT:**

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

**ATTEST:**

\_\_\_\_\_  
**SARA REAL, DEPUTY CITY CLERK**



# CITY OF SANTEE

**MAYOR**  
John W. Minto

**CITY COUNCIL**  
Ronn Hall  
Stephen Houlahan  
Brian W. Jones  
Rob McNelis

**CITY OF SANTEE  
LIMITED-TERM APPOINTMENT AGREEMENT  
(CALPERS RETIREE)**

Peggy Johns  
1110 Arroyo Pacifico  
Fallbrook, CA 92028

Dear Peggy:

If accepted by you and approved by the City Council, this agreement represents the terms of your appointment as Interim City Clerk with the City of Santee ("City"). In light of your status as a CalPERS retiree, this is a limited-term appointment subject to the requirements set forth in this letter.

This agreement is made because the City has determined that your specialized skills in the areas of administrative and technical duties of the City Clerk's office are necessary to perform the duties of Interim City Clerk. We have also determined that your employment will ensure the efficient continued operation of the City during the recruitment for a permanent City Clerk.

The terms of this agreement include:

- The term of your appointment will be from December 14, 2017, until such time as a permanent appointment for the position of City Clerk has been selected and has commenced employment or, if earlier, the City Council terminates this agreement. You are an at-will employee and can be terminated at any time, with or without notice or cause.
- Your rate of pay in the position will be an hourly rate of \$55.00
- You will not receive any further payments or benefits other than the hourly rate unless required by state or federal law.
- Your hours **cannot exceed 960 hours** in a fiscal year (inclusive of all hours worked for any CalPERS employer).

The City and you make this agreement with the mutual understanding that the appointment complies with the requirements applicable to the employment of CalPERS retirees, as codified in

Government Code sections 7522.56 and 21221(h). Specifically, an appointment under Sections 7522.56 and 21221(h) is permissible if all of the following requirements are met:

- (1) The appointment is made by the City Council;
- (2) The appointment is to a vacant position during recruitment for a permanent appointment;
- (3) The appointment is either during an emergency to prevent stoppage of public business or because the retiree has specialized skills needed in performing the work;
- (4) The retiree is appointed to the vacant position no more than once;
- (5) The compensation received by the retiree is not more than the maximum monthly base salary paid to other employees performing comparable duties as listed on the City's publicly available pay schedule, reflected as an hourly rate by dividing the monthly base pay by 173.333;
- (6) The compensation paid to the retiree is limited to the hourly rate and no other benefits may be provided;
- (7) The total hours worked by the retiree in a fiscal year, for all CalPERS employers, cannot exceed 960 hours;
- (8) The retiree cannot have received unemployment insurance payments in the prior 12-month period arising from work performed as a retiree for any public employer; and
- (9) For any retirees with a retirement effective date on or after January 1, 2013, the appointment must occur at least 180 days following the date of retirement unless the employer certifies that the appointment is necessary to fill a critically needed position before 180 days have expired and the governing body approves the appointment in a public meeting.

With respect to the requirement at (1), your appointment to the position of Interim City Clerk will not be effective unless and until it is approved by resolution of the City Council.

In addition, the City, in good faith, has determined that your appointment meets (2) – (7) of the foregoing requirements as follows:

- (2) If approved, your appointment will be to the vacant City Clerk position during the City's recruitment for a permanent appointment;
- (3) This appointment is made because you possess the specialized skills, as identified in the first paragraph of this agreement, necessary for the purpose of the appointment and your employment will ensure the efficient continued operation of the City during the recruitment.
- (4) If approved, the appointment will be a one-time appointment and will not be renewed.
- (5) The compensation you will receive is no more than the maximum monthly base salary paid to other employees performing comparable duties as listed on the City's publicly available pay schedule divided by 173.333 to determine an hourly rate.
- (6) Your compensation consists of the hourly rate only; no further benefits will be provided.
- (7) Your hours will not exceed 960 hours in a fiscal year.

By executing this agreement, you are also, in good faith, determining that your appointment meets each of the foregoing requirements, including the unemployment insurance requirement noted at (8) above. That is, while the City is not in a position to do so, by signing the acknowledgment at the conclusion of this agreement you are certifying that you have not received unemployment insurance payments within the past 12 months arising from work performed as a retiree for any public employer. Further, by signing this agreement, you are confirming that the 180 day waiting period described in (9) above has been met.

Notwithstanding (7) above, the City has no way of monitoring the hours that you work for another CalPERS employer. As such, it is your responsibility to ensure that the total hours worked for the City and any other CalPERS employer do not exceed 960 hours during the fiscal year. The City's understanding is that you have not worked for any other CalPERS employer this fiscal year and will not do so during your employment with the City.

There is no right to continued public employment expressed by this agreement. All limited-term appointments are subject to the business necessity of the City and are at-will; therefore, the appointment may end with or without cause or advance notice.

Peggy, we welcome you to your limited-term appointment with the City and extend our best wishes for your success in the Interim City Clerk position.

If you have additional questions or comments feel free to contact me directly.

Sincerely,

Marlene Best  
City Manager

**Acknowledgment:**

I, \_\_\_\_\_, agree to this Limited-Term Appointment Agreement (CalPERS Retiree), and hereby warrant that I understand and agree with all of the terms and conditions of employment as set forth in this agreement. Further, I hereby certify to the City of Santee that I have not received unemployment insurance payments within the past 12 months arising from work performed as a retiree for any public employer. I also confirm that the 180 day waiting period described above has been met.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Approved As To Legal Form:

\_\_\_\_\_  
Shawn Hagerty, City Attorney

City of Santee  
COUNCIL AGENDA STATEMENT

MEETING DATE

December 13, 2017

AGENDA ITEM NO.

ITEM TITLE

RESOLUTION APPOINTING LINDA CHRISTENSEN AS INTERIM SENIOR MANAGEMENT ANALYST AND APPROVING EMPLOYMENT AGREEMENT

DIRECTOR/DEPARTMENT

Bill Maertz, Community Services *WML*

SUMMARY

On December 29, 2017, the Senior Management Analyst position in the Community Services Department will become vacant. This position performs contract administration services which are critical to the continued operations of the City. The City needs to select an Interim Senior Management Analyst pending the recruitment, selection and employment of a permanent Senior Management Analyst.

The City has identified a candidate to consider for appointment to Interim Senior Management Analyst. Linda Christensen retired as a Senior Buyer after 28 years of service with the City of Santee. She has been retired for more than six months (180 days) from the City. Ms. Christensen has the specialized skill and background to serve in this position.

Government Code section 21221(h) allows the City to hire a retiree to fill a vacant position on an interim basis during the recruitment for a permanent appointment. This Section requires that the appointment be made by the City Council to a position requiring specialized skills, be a one-time appointment, and that the employee does not exceed 960 hours worked in a fiscal year. Section 7522.56 imposes similar restrictions, consistent with Section 21221(h).

The attached Resolution will appoint Linda Christensen as the Interim Senior Management Analyst effective January 1, 2018, in compliance with Section 21221(h) and approves the corresponding Employment Agreement.

FINANCIAL STATEMENT *m* Under the Employment Agreement, Christensen would be paid at an hourly rate of \$48.14. No other benefits are permitted to be provided.

CITY ATTORNEY REVIEW

N/A  Completed

RECOMMENDATION

*MSB*

Adopt a Resolution appointing Linda Christensen as Interim Senior Management Analyst and approving employment agreement

ATTACHMENTS (Listed Below)

1. Resolution
2. Employment Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE APPOINTING  
LINDA CHRISTENSEN AS INTERIM SENIOR MANAGEMENT ANALYST AND  
APPROVING EMPLOYMENT AGREEMENT**

**WHEREAS**, Government Code section 21221(h) permits the City Council to appoint a California Public Employees' Retirement System ("CalPERS") retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

**WHEREAS**, the position of Senior Management Analyst will become vacant on December 29, 2017; and

**WHEREAS**, to ensure the efficient continued operation of the City, the City Council desires to retain the services of Linda Christensen, a retired member of CalPERS, to serve as Interim Senior Management Analyst, effective January 1, 2018; and

**WHEREAS**, Linda Christensen has over 28 years of experience specifically in the city of Santee; and

**WHEREAS**, pending the recruitment, selection and employment of a Senior Management Analyst, the City desires to appoint Linda Christensen as Interim Senior Management Analyst, pursuant to the authority provided under Government Code section 21221(h), to provide the expertise and organizational skills necessary to manage the Community Service's contract administration services effectively and efficiently; and

**WHEREAS**, it is understood by Linda Christensen and the City that the combined total hours to be served by Linda Christensen in any fiscal year for all CalPERS employers shall not exceed the 960 hour limitation set forth in California Government Code section 21221(h); and

**WHEREAS**, the City Council has reviewed a proposed employment agreement by and between Linda Christensen and the City of Santee.

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

**SECTION 1.** As required by Government Code sections 7522.56 and 21221(h), the City Council makes the following findings:

(A) All facts set forth in the Recitals to this Resolution are true and

correct.

(B) Linda Christensen has the specialized skills needed to perform the work required of the Interim Senior Management Analyst until a permanent Senior Management Analyst is appointed and thereafter begins his or her service.

(C) It is in the best interests of the City of Santee to enter into an employment agreement with and to appoint Linda Christensen as Interim Senior Management Analyst for the City of Santee effective January 1, 2018, pursuant to the authority provided under Government Code section 21221(h).

**SECTION 2.** Linda Christensen is hereby appointed as Interim Senior Management Analyst of the City of Santee effective January 1, 2018, in accordance with Government Code section 21221(h) and with the provisions of the employment agreement on file with the City Clerk.

**SECTION 3.** The employment agreement with Linda Christensen, a copy of which is on file with the City Clerk, is hereby approved by the City Council of the City of Santee, effective January 1, 2018.

**PASSED, APPROVED AND ADOPTED** this 13th day of December, 2017.

**AYES:**

**NOES:**

**ABSENT:**

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

**ATTEST:**

\_\_\_\_\_  
**SARA REAL, DEPUTY CITY CLERK**



# CITY OF SANTEE

MAYOR  
John W. Minto

CITY COUNCIL  
Ronn Hall  
Stephen Houlahan  
Brian W. Jones  
Rob McNelis

## CITY OF SANTEE LIMITED-TERM APPOINTMENT AGREEMENT (CALPERS RETIREE)

Linda Christensen  
PO Box 1659  
Alpine, CA 91903

Dear Linda:

If accepted by you and approved by the City Council, this agreement represents the terms of your appointment as Interim Senior Management Analyst with the City of Santee ("City"). In light of your status as a CalPERS retiree, this is a limited-term appointment subject to the requirements set forth in this letter.

This agreement is made because the City has determined that your specialized skills in the areas of City contract administration are necessary to perform the duties of Interim Senior Management Analyst. We have also determined that your employment will ensure the efficient continued operation of the City during the recruitment for a permanent Senior Management Analyst.

The terms of this agreement include:

- The term of your appointment will be from January 1, 2018, until such time as a permanent appointment for the position of Senior Management Analyst has been selected and has commenced employment or, if earlier, the City Council terminates this agreement. You are an at-will employee and can be terminated at any time, with or without notice or cause.
- Your rate of pay in the position will be an hourly rate of \$48.14.
- You will not receive any further payments or benefits other than the hourly rate unless required by state or federal law.
- Your hours **cannot exceed 960 hours** in a fiscal year (inclusive of all hours worked for any CalPERS employer).

The City and you make this agreement with the mutual understanding that the appointment complies with the requirements applicable to the employment of CalPERS retirees, as codified in

Government Code sections 7522.56 and 21221(h). Specifically, an appointment under Sections 7522.56 and 21221(h) is permissible if all of the following requirements are met:

- (1) The appointment is made by the City Council;
- (2) The appointment is to a vacant position during recruitment for a permanent appointment;
- (3) The appointment is either during an emergency to prevent stoppage of public business or because the retiree has specialized skills needed in performing the work;
- (4) The retiree is appointed to the vacant position no more than once;
- (5) The compensation received by the retiree is not more than the maximum monthly base salary paid to other employees performing comparable duties as listed on the City's publicly available pay schedule, reflected as an hourly rate by dividing the monthly base pay by 173.333;
- (6) The compensation paid to the retiree is limited to the hourly rate and no other benefits may be provided;
- (7) The total hours worked by the retiree in a fiscal year, for all CalPERS employers, cannot exceed 960 hours;
- (8) The retiree cannot have received unemployment insurance payments in the prior 12-month period arising from work performed as a retiree for any public employer; and
- (9) For any retirees with a retirement effective date on or after January 1, 2013, the appointment must occur at least 180 days following the date of retirement unless the employer certifies that the appointment is necessary to fill a critically needed position before 180 days have expired and the governing body approves the appointment in a public meeting.

With respect to the requirement at (1), your appointment to the position of Interim Senior Management Analyst will not be effective unless and until it is approved by resolution of the City Council.

In addition, the City, in good faith, has determined that your appointment meets (2) – (7) of the foregoing requirements as follows:

- (2) If approved, your appointment will be to the vacant Senior Management Analyst position during the City's recruitment for a permanent appointment;
- (3) This appointment is made because you possess the specialized skills, as identified in the first paragraph of this agreement, necessary for the purpose of the appointment and your employment will ensure the efficient continued operation of the City during the recruitment.
- (4) If approved, the appointment will be a one-time appointment and will not be renewed.
- (5) The compensation you will receive is no more than the maximum monthly base salary paid to other employees performing comparable duties as listed on the City's publicly available pay schedule divided by 173.333 to determine an hourly rate.
- (6) Your compensation consists of the hourly rate only; no further benefits will be provided.
- (7) Your hours will not exceed 960 hours in a fiscal year.

By executing this agreement, you are also, in good faith, determining that your appointment meets each of the foregoing requirements, including the unemployment insurance requirement noted at (8) above. That is, while the City is not in a position to do so, by signing the acknowledgment at the conclusion of this agreement you are certifying that you have not received unemployment insurance payments within the past 12 months arising from work performed as a retiree for any public employer. Further, by signing this agreement, you are confirming that the 180 day waiting period described in (9) above has been met.

Notwithstanding (7) above, the City has no way of monitoring the hours that you work for another CalPERS employer. As such, it is your responsibility to ensure that the total hours worked for the City and any other CalPERS employer do not exceed 960 hours during the fiscal year. The City's understanding is that you have not worked for any other CalPERS employer this fiscal year and will not do so during your employment with the City.

There is no right to continued public employment expressed by this agreement. All limited-term appointments are subject to the business necessity of the City and are at-will; therefore, the appointment may end with or without cause or advance notice.

Linda, we welcome you to your limited-term appointment with the City and extend our best wishes for your success in the Interim Senior Management Analyst position.

If you have additional questions or comments feel free to contact me directly.

Sincerely,

Marlene Best  
City Manager

**Acknowledgment:**

I, \_\_\_\_\_, agree to this Limited-Term Appointment Agreement (CalPERS Retiree), and hereby warrant that I understand and agree with all of the terms and conditions of employment as set forth in this agreement. Further, I hereby certify to the City of Santee that I have not received unemployment insurance payments within the past 12 months arising from work performed as a retiree for any public employer. I also confirm that the 180 day waiting period described above has been met.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Approved As To Legal Form:

\_\_\_\_\_  
Shawn Hagerty, City Attorney

City of Santee  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE**      December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**      **ACCEPT THE DONATION OF TWO AUTOMATED EXTERNAL DEFIBRILLATORS (AED) FROM THE SANTEE FIREFIGHTERS ASSOCIATION**

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

**SUMMARY**

The Santee Firefighters Association is donating two Automated External Defibrillators (AEDs) to the City of Santee. The total value of the AEDs to be donated is \$2,350.

One of the AEDs will be used for off-site special events and programs and will not be dedicated to a specific building. The second AED will be placed at the Public Services Operations Center and kept in an AED holding box mounted to a wall. The ongoing maintenance of these AEDs will be covered from the existing Fire Department budget.

City policy regarding donations states all gifts to Departments must be officially accepted by the City Council inasmuch as their acceptance may involve an expenditure of funds for installation, use and/or maintenance. City staff is recommending the Council accept the donation of the two AEDs from the Santee Firefighters Association for use by the Community Services Department.

**ENVIRONMENTAL REVIEW**

N/A

**FINANCIAL STATEMENT** *fm*

The AEDs to be donated have a value of \$2,350. The ongoing maintenance of these AEDs will be covered from the existing Fire Department budget.

**CITY ATTORNEY REVIEW**

N/A       Completed

**RECOMMENDATION** *MSB*

Accept the donation of two Automated External Defibrillators from the Santee Firefighters Association for use by the Community Services Department.

**ATTACHMENTS (Listed Below)**

None

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

**MEETING DATE**     December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**             **ADOPT RESOLUTION AUTHORIZING AN OPEN MARKET PURCHASE OF ONE NEW 2018 BRAUN NORTH STAR 171-3 AMBULANCE ON A 2018 FORD E450 CHASSIS AND THE APPROPRIATION OF FUNDS**

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

**SUMMARY**

This item requests City Council authorization to utilize an open market purchase process to purchase one (1) new 2018 Braun North Star 171-3 ambulance on a 2018 Ford E450 chassis from Braun Northwest, Incorporated, and select add-on items which will be purchased separately from other vendors. A new ambulance is not included in the FY17-18 budget; however, staff recommends beginning the build process at this time in order to have the unit ready for delivery at the beginning of FY 18-19. We are proceeding on County of San Diego authorization to include it in the FY18-19 CSA-69 budget. This purchase will maintain the City fleet at five (5) ambulances as the new vehicle will ultimately replace Vehicle 151, a 2009 Braun ambulance on a Ford chassis.

Santee Municipal Code (SMC) Section 3.24.120.B.4 allows for the purchase of equipment, materials and supplies on the open market without compliance with the bidding procedure when the City Council determines that due to special circumstances it would be in the City's best interest to do so. In this case, Braun brand medic unit modules (ambulances) must match and be compatible with existing City ambulance fleet. Braun Northwest, Incorporated, is the manufacturer and authorized retailer for Braun medic unit modules which the City uses exclusively for its ambulance fleet. Braun Northwest, Incorporated, is also an authorized Ford vendor. Additional information is in the attached Staff Report.

**FINANCIAL STATEMENT** *fm*

An appropriation from the Vehicle Replacement Fund available balance in the amount of \$231,401.85 is required for this purchase, which will be reimbursed to the City from the County of San Diego's CSA-69 contract over a three-year period commencing when the vehicle is placed into service.

**CITY ATTORNEY REVIEW**      N/A      Completed

**FLEET MANAGER REVIEW**      N/A      Completed

**RECOMMENDATION** *MAB*

Adopt Resolution:

1. Finding that open market purchasing is in the City's best interest and authorizing such purchase of one new 2018 Braun North Star 171-3 ambulance on a 2018 Ford E-450 chassis from Braun Northwest, Incorporated, in the amount of \$211,501.46; and
2. Finding that open market purchasing for select add-ons in the amount of \$10,373.64 is in the City's best interest and authorize such purchasing; and
3. Authorizing the City Manager to approve additional expenditures for unforeseen changes in an amount not to exceed \$9,526.75 (5%); and
4. Authorizing the City Manager to execute all necessary documents; and
5. Appropriating \$231,401.85 from the Vehicle Replacement Fund available balance.

**ATTACHMENTS**

Staff Report  
Resolution

## STAFF REPORT

### **ADOPT RESOLUTION FINDING IN SUPPORT OF AND AUTHORIZING AN OPEN MARKET PURCHASE OF ONE NEW 2018 BRAUN NORTH STAR 171-3 AMBULANCE ON A 2018 FORD E450 CHASSIS AND THE APPROPRIATION OF FUNDS**

**December 13, 2017**

This item requests City Council authorization to purchase one new 2018 Braun North Star 171-3 Ambulance on a 2018 Ford E8450 chassis from Braun Northwest, Incorporated, and select add-on items which will be purchased separately from other vendors, utilizing an open market purchase process. A new ambulance is not included in the FY17-18 budget; however, staff recommends beginning the build process at this time in order to have the unit ready for delivery at the beginning of FY18-19. The County has agreed to include this purchase in the FY18-19 CSA-69 budget. This purchase, as is the case with all other vehicle purchases for the CSA-69, will require the City to front the money, with the County reimbursing the full cost over a three-year period commencing when the vehicle is placed into service

This purchase will maintain the City's fleet at five (5) ambulances and will not be a net increase to the City fleet as the new vehicle will ultimately replace Vehicle 151, a 2009 Braun ambulance on a Ford chassis. Below is a brief inventory of the Santee ambulance fleet. Once the new ambulance is in service, V-165 is proposed to go out for remount and V-151 will serve as our third reserve. When V-165 returns from the remount, V-151 will be retired and go to auction. Estimated value for V-151 at auction would be between \$15,000 and \$20,000.

- V-151 is a 2009 Ford F450 with 214,684 miles. Considered our second reserve ambulance. Will ultimately be retired upon the purchase of the new ambulance and when V-165 is remounted on a new chassis.
- V-161 is a 2012 GMC Savana with 174,920 miles. Considered our primary reserve ambulance. Will ultimately become the third reserve ambulance upon the purchase of the new ambulance and when V-165 is remounted on a new chassis.
- V-165 is a 2014 GMC Savana with 143,270. Currently in service and considered our third reserve unit. We are targeting this unit for remount with a new chassis in FY18/19.
- V-171 is a 2015 GMC Savana with 102,852 miles. Currently in service as M5. This ambulance is considered a reliable ambulance.
- V-185 is a 2017 Ford E350 with 17,389 miles. Currently in service as M4. This ambulance is considered a reliable ambulance.

The Fire Department has exclusively purchased Braun Northwest, Incorporated, ("Braun") medic unit modules (ambulances), and currently 100% of City of Santee's ambulance fleet has been manufactured by Braun. This provides efficiencies in addressing repairs, parts and service needs. Firefighting personnel operating the equipment and the City's equipment mechanics have developed familiarity with Braun ambulances, which also provides efficiency in repair and operation. Braun has a nationwide reputation for building excellent medic unit modules and the Fire Department, believing that Braun medic unit modules best meet the Department's needs for performance and service, desires continued use of Braun ambulances in the City's fleet.

Santee Municipal Code (SMC) Section 3.24.120.B.4 allows for the purchase of equipment, materials and supplies on the open market, without compliance with the bidding procedure, when the City Council determines that due to special circumstances it would be in the City's best interest to do so. In this case, Braun brand medic unit modules (ambulances) must match and be compatible with existing City ambulance fleet. Braun Northwest, Incorporated, is the manufacturer and authorized retailer for Braun medic unit modules (ambulances) which the City uses exclusively for its ambulance fleet. Braun Northwest, Incorporated, is also an authorized Ford vendor.

Santee's Purchasing Ordinance requires City Council approval of all purchases exceeding \$20,000. Staff recommends utilizing open market purchasing to purchase one new 2018 Braun North Star 171-3 Ambulance on a 2018 Ford E450 chassis from Braun Northwest, Incorporated, options such as an extended warranty, and select add-on items such as radios and related hardware, which will be purchased separately from other vendors.

Anticipated cost amounts are as follows, which include base price, options, inspections, delivery, add-ons, and a 5% contingency for any unforeseen changes:

1. Base Price:	\$190,535.00
2. CA Sales Tax @ 7.75%:	14,766.46
3. <u>Extended Warranty</u>	<u>6,200.00</u>
Total Braun Northwest Incorporated:	\$211,501.46
4. Add-ons:	10,373.64
5. <u>5% Contingency (on Base Price):</u>	<u>9,526.75</u>
Total, All-Inclusive Amount:	\$231,401.85

Staff requests authorization to utilize an open market purchase process to purchase one new 2018 Braun North Star 171-3 Ambulance on a 2018 Ford E450 chassis from Braun Northwest, Incorporated, and select add-on items which will be purchased separately from other vendors; authorizing the City Manager to approve additional expenditures for unforeseen changes in an amount not to exceed five percent (5%) of the base price, authorizing the City Manager to execute all necessary documents for a total, all-inclusive purchase amount not to exceed \$231,401.85 and appropriating \$231,401.85 from the Vehicle Replacement Fund available balance.

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
AUTHORIZING AN OPEN MARKET PURCHASE OF ONE NEW 2018 BRAUN  
NORTH STAR 171-3 AMBULANCE ON A 2018 FORD E450 CHASSIS AND THE  
APPROPRIATION OF FUNDS**

**WHEREAS**, special circumstances justify use of an open market purchase under Santee Municipal Code 3.24.120.B.4 whereby the vehicle must match or be compatible with existing City firefighting/ambulance fleet, including select add-ons that will be purchased from separate vendors; and

**WHEREAS**, familiarity and training on Braun Northwest, Incorporated ambulances by City personnel provides for efficiency for operation and repairs; and

**WHEREAS**, Braun Northwest, Incorporated, is the manufacturer and authorized retailer for Braun medic unit modules (ambulances) and an authorized Ford vendor.

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

1. Finds open market purchasing for one (1) new 2018 Braun North Star 171-3 Ambulance on a 2018 Ford E450 chassis is in the City's best interest and authorizes said purchase from Braun Northwest, Incorporated, in the amount of \$211,501.46; and
2. Finds open market purchasing for select add-on items is in the City's best interest and authorizes such purchasing in the amount of \$10,373.64; and
3. Authorizes the City Manager to approve additional expenditures for unforeseen changes in an amount not to exceed \$9,526.75.00 (5%) and;
4. Authorizes the appropriation of \$231,401.85 from the Vehicle Replacement Fund available balance; and
5. Authorizes the City Manager to execute all necessary documents.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13<sup>th</sup> day of December 2017, by the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

**ATTEST:**

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

\_\_\_\_\_  
**SARA REAL, DEPUTY CITY CLERK**

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

**MEETING DATE**    December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**    **RESOLUTION AWARDING A CONTRACT TO DUDEK IN THE AMOUNT OF \$245,353.50 FOR THE WALKER PRESERVE RESTORATION AND MONITORING DESIGN/BUILD PROJECT RFP 17/18-40011**

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

**SUMMARY**

On January 12, 2017 the San Diego River Foundation, a state agency, awarded the City \$256,665.60 under the Proposition 1 Grant Program for habitat restoration and monitoring at the Walker Preserve. In August 2017 the City issued a Request for Proposals (RFP) and received six qualified proposals. However, the City Council on Oct. 25, 2017 rejected all six proposals on the advice of the City Attorney. The City Attorney determined that, based on the unique combination of both consulting work and physical installation and monitoring work, the project was better suited to be bid as a design-build project rather than a professional services contract. The City issued a Design/Build RFP for the project on Nov. 1, 2017 and received three (3) qualified proposals within the Nov. 20 deadline. A three-member panel of City staff reviewed the written proposals and gave the highest weighted score to the proposal submitted by Dudek. As a result, City staff is recommending the City Council award a contract to Dudek in the amount of \$245,353.50 for the Walker Preserve Restoration and Monitoring Design-Build Project. The project includes the restoration of native habitat, including installation of 4,000 1-gallon plants and 24 trees, along with minor drainage improvements on the south side of the Walker Preserve Trail and five (5) years of monitoring.

**ENVIROMENTAL REVIEW**

A Notice of Exemption under the California Environmental Quality Act was issued by the City on July 13, 2017 for this project under section 15304 (a) and (b) minor alterations to land.

**FINANCIAL STATEMENT** *fm*

The project will be entirely funded by the \$256,665.60 grant from the San Diego River Conservancy. The total payment under the agreement with Dudek will result in an available grant balance of \$11,312.10 that will be used to offset administrative costs for City staff time and the cost of reclaimed water to irrigate the plants.

**CITY ATTORNEY REVIEW**     N/A     Completed

**RECOMMENDATION** *MSB*

Approve the Resolution

**ATTACHMENTS**

Resolution

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,  
CALIFORNIA, AWARDING A CONTRACT TO DUDEK IN THE AMOUNT OF  
\$245,353.50 FOR THE WALKER PRESERVE RESTORATION AND MONITORING  
DESIGN/BUILD PROJECT, RFP17/18-40011**

**WHEREAS**, the San Diego River Foundation in January 2017 awarded the City of Santee ("City") \$256,665.60 under the Proposition 1 Grant Program for habitat restoration and monitoring at the Walker Preserve; and

**WHEREAS**, a Notice of Exemption under the California Environmental Quality Act was issued by the City on July 13, 2017 for this project under Section 15304 (a) and (b) minor alterations to land; and

**WHEREAS**, the City issued a design/build request for proposals on November 1, 2017 and received three qualified written proposals within the November 20 deadline; and

**WHEREAS**, the proposal submitted by Dudek received the highest weighted score from a three-member panel of City staff members.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Santee, California, agrees to award a design/build contract in the amount of \$245,665.50 to Dudek for habitat restoration and minor drainage improvements at the Walker Preserve.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13<sup>TH</sup> day of December, 2017, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**SARA REAL, DEPUTY CITY CLERK**

City of Santee  
**COUNCIL AGENDA STATEMENT**

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**MEETING DATE**      December 13, 2017

**AGENDA ITEM NO.**

**ITEM TITLE**    **SANTEE HOTEL MARKET ANALYSIS PRESENTATION**

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

**SUMMARY**

In late summer, the City secured the professional services of HVS Consulting and Valuation for the preparation of a Santee Hotel Market Analysis. HVS specializes in these types of hotel market studies, and they are well recognized by the hospitality industry and hotel developers. This firm also completed similar studies for hotel projects in East County and the San Diego region, and are familiar with this market area.

For the past months, HVS has conducted the Phase One/Market Research phase, which has included fieldwork, interviews, data compilation and analysis to determine hotel market demand, market area characteristics and trends, hotel market area current and future inventory, and prospective hotel development potential. Phase One provides the data assessment and analysis, which forms the basis for Phase Two/Market Study, culminating in a Santee Market Analysis report addressing the attributes of the Santee market and its ability to support new hotel development.

HVS has completed a draft of the Market Analysis, and is in the process of completing the final report, which will be distributed to prospective hotel developers and used to recruit an upscale hotel to the City.

Patrick Burse of HVS Consulting and Valuation will be providing a presentation which highlights the preliminary findings of the Santee Hotel Market Analysis.

**ENVIROMENTAL REVIEW**    N/A.

**FINANCIAL STATEMENT** *m*

The total estimated cost for the Santee Hotel Market Analysis is \$14,000. Funding for this study was included in the FY 2016-17 General Fund mid-year amended operating budget.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *MSB*

Receive presentation from HVS Consulting and Valuation on the Santee Hotel Market Analysis.

**ATTACHMENTS**