

CITY MANAGER – Marlene Best  
CITY ATTORNEY – Shawn D. Hagerty  
CITY CLERK – Annette Ortiz



CITY COUNCIL

STAFF:  
ASSISTANT TO THE CITY MANAGER  
Kathy Valverde  
COMMUNITY SERVICES DIRECTOR  
Bill Maertz  
DEVELOPMENT SERVICES DIRECTOR  
Melanie Kush  
FINANCE DIRECTOR/TREASURER  
Tim McDermott  
FIRE & LIFE SAFETY DIRECTOR/FIRE CHIEF  
Richard Smith  
HUMAN RESOURCES DIRECTOR  
Jessie Bishop  
LAW ENFORCEMENT  
Captain Daniel Brislin

Mayor John W. Minto  
Vice Mayor Rob McNelis  
Council Member Ronn Hall  
Council Member Stephen Houlahan  
Council Member Brian W. Jones

**City of Santee  
Regular Meeting Agenda  
CDC Successor Agency  
Santee City Council**

---

**Wednesday, June 27, 2018  
7:00 PM**

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

---

**REVISED**

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

**LEGISLATIVE INVOCATION \ PLEDGE OF ALLEGIANCE:**

**PRESENTATION:** Certificate of Commendation for Michael Surdock (Mayor Minto)

**PRESENTATION:** Introduction of FEMA USAR Canine “Victor” and his handler Santee Firefighter/Paramedic, Billy Walkenhorst (Fire – Smith)

**PROCLAMATION:** Proclaiming July as Parks Make Life Better Month and July 11, 2018 as “Go Play! Get Fit! Day,” presentation of fund raising proceeds to the City Council by the Santee Park and Recreation Committee (Mayor Minto)

**CONSENT CALENDAR:** Approval of reading by title only and waiver of reading in full of Ordinances and Resolutions on the agenda.

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.

**(1) Approval of Meeting Minutes of the Santee City Council for the June 13, 2018, Regular Meeting. (City Clerk – Ortiz)**

- (2) Approval of Payment of Demands as presented. (Finance – McDermott)
- (3) Approval of the expenditure of \$52,693.81 for May 2018 legal services and related costs. (Finance – McDermott)
- (4) Adoption of a Resolution finding in support of and authorizing the open market purchase of bulk fuel on an as-needed basis from The SoCo Group, Inc., per City of San Diego Contract #10015195-12-Z through April 30, 2019, and authorizing the City Manager to execute all necessary documents. (Fire – Smith)
- (5) Acceptance of amendments to the existing agreement for Fire Protection and Emergency Services within County Service Area (CSA) 115 and authorizing the City Manager to execute the revised agreement. (Fire – Smith)
- (6) Rejection of a claim against the City by Michele Fumar per Government Code Section 913. (HR/Risk – Bishop)
- (7) Adoption of a Resolution awarding the construction contract for the Citywide Pavement Repair & Maintenance Program 2018 Project (CIP 2018-07 and 2018-15) to Ramona Paving and Construction Corporation for a total amount of \$362,520.00, authorizing the Director of Development Services to approve change orders in a total amount not to exceed \$36,250.00 and approving a Categorical Exemption pursuant to Section 15301(c) of the California Environmental Quality Act. (Development Services – Kush)

**PUBLIC HEARINGS:**

- (8) Public Hearing for an Ordinance amending Title 17 (“Zoning Ordinance”) of the City of Santee Municipal Code to define “Micro-brewery” and add “Micro-breweries” as a permitted use in the General Commercial (GC) Zone, and approving an exemption from the California Environmental Quality Act (CEQA) in accordance with Section 15305 of the CEQA Guidelines. (Case File: ZOA 2018-2) (Development Services – Kush)

Recommendation:

1. Conduct and close the Public Hearing; and
  2. Find that the Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15305; and
  3. Introduce the Ordinance for first reading and schedule the Ordinance for a second reading on July 25, 2018.
- (9) Public Hearing on a Resolution approving the staff report and authorizing a special assessment on certain parcels of land that received administrative citations for Municipal Code violations and/or administrative fees for which costs have not been paid by the owner(s) of record of said parcels. (Development Services – Kush)

Recommendation:

1. Conduct and close Public Hearing; and
2. Adopt the Resolution authorizing special assessments.

- (10) Public Hearing on a Resolution establishing a special assessment on certain parcels of land that were subject to involuntary weed abatement and/or administrative fees by the City and for which costs have not been paid by the owner(s) of record of said parcels. (Development Services – Kush)**

Recommendation:

1. Conduct and close Public Hearing; and
2. Approve the cost report and account of unpaid weed abatement invoices; and
3. Adopt the Resolution confirming report, and ordering abatement costs to be a special assessment on the properties referenced in the report and as shown on the itemized list of properties.

- (11) Public Hearing for the Walker Trails Project, a Town Center Specific Plan Amendment (TCSPA2016-1), Tentative Map (TM2016-1), Development Review Permit (DR2016-1), and Mitigated Negative Declaration (AEIS2016-6) and a Mitigation, Monitoring, and Reporting Program prepared pursuant to the California Environmental Quality Act for a 67-unit residential development on a 20.4-acre property on the Northwest corner of Chubb Ln and Magnolia Ave (APNs 381-160-41, -46, & -63). Applicant: SAM-SANTEE LLC (Development Services – Kush)**

Recommendation:

Continue the Public Hearing to August 8, 2018.

**COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY:**

- (12) Resolution authorizing the conveyance of parcels 383-124-18, 383-124-20, 383-124-54 and 383-124-56 located on Mission Gorge Road near Forester Creek to the City of Santee. (Executive Director Best)**

Recommendation:

Adopt the resolution:

1. Authorizing the conveyance of parcels 383-124-18, 383-124-20, 383-124-54 and 383-124-56 located on Mission Gorge Road near Forester Creek to the City of Santee for future development; and
2. Authorizing the Executive Director to execute the necessary documents and take all actions reasonably necessary to complete the conveyance of these parcels.

**NEW BUSINESS:**

- (13) Resolution accepting the conveyance of parcels 383-124-18, 383-124-20, 383-124-54 and 383-124-56 located on Mission Gorge Road near Forester Creek from the Santee Community Development Commission Successor Agency. (City Manager Best)**

Recommendation:

1. Accepting the conveyance of parcels 383-124-18, 383-124-20, 383-124-54 and 383-124-56 located on Mission Gorge Road near Forester Creek from the Santee Community Development Commission Successor Agency for future development; and
2. Authorizing the City Manager to execute the necessary documents and take all actions reasonably necessary to complete the conveyance of these parcels.

**NON-AGENDA PUBLIC COMMENT:**

*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.*

**CITY COUNCIL REPORTS:**

**CITY MANAGER REPORTS:**

**CITY ATTORNEY REPORTS:**

**CLOSED SESSION:**

- (14) 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 ("Theater Parcel").  
City Negotiator: City Manager.  
Negotiating Party: Studio Movie Grill.  
Under negotiation: Price and terms of payment.

**ADJOURNMENT:**



Jul	05	SPARC	Civic Center Building 7
Jul	09	Community Oriented Policing Committee	Council Chamber
Jul	11	City Council Meeting = <i>Meeting Cancelled</i>	Council Chamber
Jul	25	City Council Meeting	Council Chamber
Aug	02	SPARC	Civic Center Building 7
Aug	08	City Council Meeting	Council Chamber
Aug	13	Community Oriented Policing Committee	Council Chamber
Aug	22	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.***

**AFFIDAVIT OF POSTING AGENDA**

State of California        }  
 County of San Diego    } ss.  
 City of Santee            }

I, Annette Ortiz, City Clerk 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 June 22, 2018, at 4:00 p.m.

\_\_\_\_\_  
 Signature

6/22/18  
 Date

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

PRES

**MEETING DATE**

June 27, 2018

**AGENDA ITEM NO.**

**ITEM TITLE**

CERTIFICATE OF COMMENDATION: MICHAEL SURDOCK

**DIRECTOR/DEPARTMENT**

John W. Minto, Mayor

**SUMMARY**

Santee resident Michael Surdock has had perfect attendance for his entire school career. Michael graduated from West Hills High School, Class of 2018, and was recognized for his outstanding accomplishment of perfect attendance at the Senior Awards banquet. However, Michael's perfect attendance record goes all the way back to Kindergarten. Michael's dedication to school is so strong, he even insisted on going to school after having a bike accident one morning on his way to school and being cleared for a possible concussion by the ER.

Understandably, Michael's parents are proud of him and his steadfast commitment to his education. A Certificate of Commendation has been prepared in honor of Michael's accomplishment and will be presented to him at tonight's meeting.

**FINANCIAL STATEMENT**

N/A

**CITY ATTORNEY REVIEW**

N/A

Completed

**RECOMMENDATION**

Present Certificate of Commendation to Michael Surdock.

**ATTACHMENTS (Listed Below)**

Certificate of Commendation.

City of Santee

# Certificate of Commendation

Presented to

**MICHAEL SURDOCK**

Congratulations on your perfect school attendance record.  
The City of Santee is proud to have such a dedicated individual in our community.  
Punctuality and participation are traits of exceptional leadership.  
Best wishes for a very successful future.



---

Mayor John W. Minto

June 27, 2018

City of Santee  
COUNCIL AGENDA STATEMENT

PRES

MEETING DATE June 27, 2018

AGENDA ITEM NO.

ITEM TITLE INTRODUCTION OF FEMA USAR CANINE "VICTOR" AND HIS HANDLER, SANTEE FIREFIGHTER / PARAMEDIC, BILLY WALKENHORST

DIRECTOR/DEPARTMENT

Richard Smith, Fire Chief

*AA ok per RS*

SUMMARY The canine Victor, is owned by the National Disaster Search Dog Foundation in Santa Paula, California. One of the City's Firefighter/Paramedics, Billy Walkenhorst, has an agreement with the Foundation to become the sole handler and caretaker for Victor, who is a trained live victim rescue dog. Billy has recently been selected to participate on the FEMA Urban Search and Rescue Team (USAR) as a Canine Handler. Because the Foundation has loaned him Victor, he is able to fill the Canine Handler opening on the FEMA USAR Team. Two separate agreements, which work hand-in-hand to the end result of filling a spot on the USAR Team.

The dog lives with Billy and is essentially his until the dog's retirement. Once the dog is retired, it is customary for the Foundation to give the handler first shot at adopting the canine as a pet for the rest of its life. This is usually the progression.

FINANCIAL STATEMENT There is no financial impact to the City.

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION

None.

*AA for MDB*

ATTACHMENTS

None.

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

**MEETING DATE**     June 27, 2018

**AGENDA ITEM NO.**

**ITEM TITLE**     **PROCLAIMING JULY AS PARKS MAKE LIFE BETTER MONTH AND JULY 11, 2018 AS GO PLAY! GET FIT! DAY, PRESENTATION OF FUND RAISING PROCEEDS TO THE CITY COUNCIL BY THE SANTEE PARK AND RECREATION COMMITTEE**

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

**SUMMARY**

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

On July 11, 2018, the Santee Recreation Division summer day camp program will participate in a county-wide "Go Play! Get Fit! Day" which emphasizes the importance of healthy eating, physical activity and fun.

As we celebrate July as Parks Make Life Better Month and July 11, 2018 as "Go Play! Get Fit! Day" citizens of Santee are reminded that Parks and Recreation enriches the lives of residents and visitors, as well as adding value to the community's homes and neighborhoods.

Ken Fox, Chair of the Santee Park and Recreation Committee (SPARC), will accept the proclamation and present a check to the City Council in the amount of \$51,000 which reflects the Committee's fund raising activities from July 2017 through June 2018, including proceeds from the annual Santee Bluegrass Festival held each year in September.

In FY 2017/18, SPARC's fund raising proceeds helped provide:

- \$10,000 in continued financial support for the Santee Teen Center
- \$3,500 towards Senior Recreation Programs, trips, luncheon and activities
- \$3,224 Youth & Senior Recreation program financial assistance program
- \$3,500 towards Point of Sale enhanced technology

SPARC has been fundraising on behalf of the City's recreation programs since FY 1995/96. The Committee's total contribution is now **\$403,551**.

**FINANCIAL STATEMENT**

Fund raising proceeds are deposited into the Recreation Revolving Fund.

**CITY ATTORNEY REVIEW**      N/A      Completed

**RECOMMENDATION** *MDB*  
Present the proclamation.

**ATTACHMENTS (Listed Below)**  
Proclamation.

# City of Santee, California Proclamation

**WHEREAS**, Parks and Recreation makes lives and communities better by offering places, spaces and programs that foster human development, the arts, and lifelong learning for toddlers to seniors and provides positive alternatives for youth during non-school hours that reduce crime and mischief; and

**WHEREAS**, Parks and Recreation strengthens community image and sense of place, increases cultural unity, facilitates social connections and community problem solving, strengthens safety and security, adds value to homes and neighborhoods and contributes to the economic prosperity of our city; and

**WHEREAS**, Parks and Recreation preserves and protects our natural resources, provides low cost, close-to-home access to outdoor spaces and programs to play and exercise, and makes it easy to stay active - reducing health care costs; and

**WHEREAS**, the Santee Recreation Division summer day camp program will participate in the county-wide "Go Play! Get Fit!" day on July 11, 2018 to educate children on the importance of living a healthful lifestyle that includes physical activity.

**NOW, THEREFORE**, I, John W. Minto, Mayor of the City of Santee on behalf of the City Council, do hereby set aside July 2018 as

## **PARKS MAKE LIFE BETTER MONTH**

and hereby proclaim July 11, 2018 as

## **GO PLAY! GET FIT! DAY**

in the City of Santee and urge residents to enjoy and recognize the many community benefits derived from the services, facilities, and programs provided by the Community Services Department that offers something of value to everyone.

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

---

Mayor John W. Minto



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

1

**MEETING DATE**     June 27, 2018

**AGENDA ITEM NO.**

**ITEM TITLE**     APPROVAL OF MEETING MINUTES OF THE SANTEE CITY COUNCIL  
FOR THE JUNE 13, 2018, REGULAR MEETING.

**DIRECTOR/DEPARTMENT**     Annette Ortiz, City Clerk 

**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.

**ATTACHMENT**

June 13, 2018 Regular Meeting Minutes

**Minutes  
Santee City Council  
Council Chamber – Building 2  
10601 Magnolia Avenue  
Santee, California  
June 13, 2018**

**DRAFT**

This Regular Meeting of the Santee City Council was called to order by Mayor John W. Minto at 7:01 p.m.

**ROLL CALL:** Present: Mayor John W. Minto, Council Members Ronn Hall, Stephen Houlahan and Brian W. Jones – 4.

[Note: Vice Mayor McNelis arrived at 7:09 p.m.]

Absent: None.

Officers present: City Manager Marlene Best, City Attorney Shawn Hagerty and City Clerk Annette Ortiz.

The **INVOCATION** was given by Zan Just of the Santee Baha'i Spiritual Assembly and the **PLEDGE OF ALLEGIANCE** was led by Public Services Manager Rensberry.

**CONSENT CALENDAR:**

**AGENDA CHANGES:**

City Clerk Ortiz reported that a speaker slip was submitted for Item 1.

**ENTERED INTO THE RECORD:**

An updated Council Agenda Statement was provided for Item 8 to reflect updated information received after the issuance of the agenda.

- (1) **Item removed for discussion.**
- (2) **Approval of Meeting Minutes of the Santee City Council for the May 23, 2018, Regular Meeting. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as presented. (Finance – McDermott)**
- (4) **Adoption of two Resolutions approving the Engineer's Report and declaring the City Council's intention to levy assessments and setting a Public Hearing for the FY 2018-19 Town Center Landscape Maintenance District Annual Levy of Assessments. (Finance – McDermott) (Resos 053-2018 and 054-2018)**

- (5) Adoption of two Resolutions approving the Engineer's Report and declaring the City Council's intention to levy assessments and setting a Public Hearing for the FY 2018-19 Santee Landscape Maintenance District Annual Levy of Assessments. (Finance – McDermott) (Resos 055-2018 and 056-2018)
- (6) Adoption of two Resolutions approving the Engineer's Report and declaring the City Council's intention to levy assessments and setting a Public Hearing for the FY 2018-19 Santee Roadway Lighting Annual Levy of Assessments. (Finance – McDermott) (Resos 057-2018 and 058-2018)
- (7) Adoption of a Resolution establishing the appropriations limit for FY 2018-19. (Finance – McDermott) (Reso 059-2018)
- (8) Adoption of four Resolutions calling for a November 6, 2018 General Municipal Election. (Clerk – Ortiz) (Resos 060-2018, 061-2018, 062-2018 and 063-2018)
- (9) Authorization to award the Contract for Custodial Services – Offices to Prizm Janitorial Services Inc. per Bid #18/19-20031 for an amount not to exceed \$43,280.81 for Fiscal Year 2018-19; authorization for the City Manager to approve three additional 12-month options to renew along with the corresponding purchase orders and approve annual change orders up to ten percent of the then-current contract amount; authorization for the Director of Community Services to execute a Notice of Completion and the City Clerk to file said Notice of Completion upon satisfactory completion of work for each contract term. (Community Services – Maertz)
- (10) Adoption of a Resolution awarding the contract for street sweeping services with alternative-fuel sweepers to Cannon Pacific Services Inc. dba Pacific Sweeping per Bid #18/19-20034 for an amount not to exceed \$189,988.00 for Fiscal Year 2018-19; authorization for the City Manager to approve three additional 12-month options to renew along with the corresponding purchase orders and approve annual change orders up to ten percent of the then-current contract amount; authorization for the Director of Community Services to execute a Notice of Completion and the City Clerk to file said Notice of Completion upon satisfactory completion of work for each contract term. (Community Services – Maertz) (Reso 064-2018)
- (11) Adoption of a Resolution authorizing an agreement with West Coast Arborists Inc. for Urban Forestry Maintenance Services utilizing the City of Encinitas Contract for RFP #2017-06 for an all-inclusive amount of \$135,696.00 for Fiscal Year 2018-19; authorization for the City Manager to approve three additional 12-month options to renew along with the corresponding purchase orders and approve annual

change orders up to ten percent of the then-current contract amount; authorization for the Director of Community Services to execute a Notice of Completion and the City Clerk to file said Notice of Completion upon satisfactory completion of work for each contract term. (Community Services – Maertz) (Reso 065-2018)

- (12) Adoption of a Resolution approving the Ninth Amendment to the Contract with West Coast Arborists Inc. for Urban Forestry Management Services, increasing the FY 2017-18 contract amount from \$139,914.00 to \$159,914.00 and authorization for the City Manager to execute said Ninth Amendment. (Community Services – Maertz) (Reso 066-2018)
- (13) Adoption of a Resolution approving a FY 2018-19 contract extension with Steven Smith Inc. in the amount of \$519,400.01 for Landscape and Horticultural Management Services for Area 1 – City Parks and Facilities, which is the third of four 12-month options to renew; authorization for the City Manager to execute said FY 2018-19 contract extension, approve one additional 12-month option to renew along with the corresponding purchase orders, and approve annual change orders up to ten percent of the then current contract amount. (Community Services – Maertz) (Reso 067-2018)
- (14) Adoption of a Resolution accepting the Town Center Park Sports Complex solar installation as complete. (Community Services – Maertz) (Reso 068-2018)
- (15) Adoption of a Resolution accepting the Town Center Community Park Recycled Water Line Replacement Project (CIP 2016-33) as complete. (Development Services – Kush) (Reso 069-2018)
- (16) Rejection of all proposals for the Town Center Community Park Sports Complex HVAC upgrades (CIP 2018-46) Project. (Community Services – Maertz)

**ACTION:** Council Member Jones moved approval of the Consent Calendar.

Council Member Hall seconded the motion, which carried by the following vote: Ayes: Council Members Hall, Houlahan, Jones and Mayor Minto – 4. Absent: Vice Mayor McNelis – 1.

Council Member Hall recused himself from Item 4.

Item removed from the Consent Calendar:

- (1) Approval of reading by title only and waiver of reading in full of Ordinances and Resolutions on the agenda.

**PUBLIC SPEAKER:**

Patti LaBouff addressed the Council regarding the number of items on the Consent Calendar.

**ACTION:** Council Member Hall moved approval of reading by title only and waiver of reading in full of Ordinances and Resolutions on the agenda.

Vice Mayor McNelis seconded the motion, which carried by unanimous vote – 5.

Mayor Minto provided a brief overview of the purpose of the Consent Calendar.

**PUBLIC HEARINGS:**

- (17) **Public Hearing for Tentative Map (TM2017-2) and Development Review Permit (DR2017-2) for a 42-Unit Residential Condominium Subdivision at 8707 Carribean Way In The R-7 (Medium Density Residential) Zone And Finding The Project Categorically Exempt From The California Environmental Quality Act Pursuant To CEQA Guidelines Section 15332. Applicant: City Ventures (Development Services – Kush)**

The Public Hearing was opened at 7:13 p.m.

Director of Development Services Kush introduced the item. Associate Planner Coyne gave a PowerPoint presentation and answered Council questions regarding grading, drainage and the appearance of the building.

**PUBLIC SPEAKERS:**

In Support:

- Suzanne Bendixen (not speaking)
- Matt Davis
- David Weiland, Infill Development
- Steve Shanahan

In Opposition:

- Marianne Taxter
- Diann Marccone
- Richard Jump

Council discussion ensued regarding road paving, guest parking and the installation of a retaining wall.

Joe Oftelie, City Ventures, addressed the Council regarding the concerns that had been raised.

**ACTION:** After further discussion, Vice Mayor McNelis moved approval of staff recommendation.

Council Member Jones seconded the motion, which carried by the following vote: Ayes: Council Members Hall, Jones, Vice Mayor McNelis and Mayor Minto – 4. Noes: Council Member Houlahan - 1.

The Public Hearing was closed at 8:01 p.m.

**(18) Resolution adopting the Transnet Local Street Improvement Program for Fiscal Years 2019 through 2023 and amending the Capital Improvement Program Budget. (Development Services – Kush)**

Principal Civil Engineer Schmitz provided a brief staff report.

**ACTION:** Council Member Hall moved approval of staff recommendation.

Council Member Houlahan seconded the motion, which carried by unanimous vote – 5.

**CITY COUNCIL REPORTS:**

Council Member Houlahan reported that he attended the Gooden Ranch Steering Committee annual meeting and that the San Diego Gas & Electric potential pipeline was discussed. He stated that an Administrative Law Judge ruled that the pipeline was not needed and directed the City Manager to send a letter in support of that decision to the California Public Utilities Commission.

Mayor Minto noted that no action can be taken during City Council Reports and City Attorney Hagerty reported that a Resolution in opposition to the pipeline has already been adopted by the Council. He further stated that if a letter was deemed necessary, it would be drafted.

**CONTINUED BUSINESS:**

**(19) Resolution approving and adopting the Operating Budget for Fiscal Year 2018-19. (Finance – McDermott) (Reso 073-2018)**

Director of Finance McDermott gave a PowerPoint presentation and responded to Council questions.

**PUBLIC SPEAKERS:**

- Robin Ballarin, Grossmont Union High School District, urged the Council to increase funding for School Resource Officers (SRO's).
- Jennifer Scott, Santana High School, Parent Teacher Student Association, urged the Council to increase funding for SRO's.
- Scott Patterson, Grossmont Union High School District, urged the Council to increase funding for SRO's.
- Dr. Tim Glover, Grossmont Union High School District, urged the Council to increase funding for SRO's.
- Tim Schwuchow, Grossmont Union High School District, urged the Council to increase funding for SRO's.

Mayor Minto discussed the importance of SRO's and directed staff to update the budget to provide a total of \$150,000 in funding for SRO's.

Council Member Jones requested clarification regarding the purchase of a Ford Explorer for the Fire Chief and suggested a more rugged vehicle be considered.

**ACTION:** Mayor Minto moved approval of staff recommendation, with the additional \$75,000 for SRO's funding.

Council Member Jones seconded the motion, which carried by unanimous vote – 5.

**NON-AGENDA PUBLIC COMMENT:**

- (A) Zack Gianino discussed information he received at the Santee Street Fair.
- (B) Patti LaBouff suggested that the City hold town hall meetings to provide information to the public.
- (C) Justin Fatoohi expressed concerns regarding the abuse of Xanax among teenagers and suggested a dialogue be started before it becomes an epidemic.

In response to the speaker, Mayor Minto suggested attending a Community Oriented Policing Committee meeting to share concerns regarding drug abuse.

- (D) John Hossick discussed a school supply drive being held by the Santee Mobile Home Owners Action Committee.
- (E) Jeff O'Connor, HomeFed Corporation, discussed the plans for the Fanita Ranch development.

**CITY MANAGER REPORTS:**

City Manager Best reported that the Santee Summer Concerts were beginning on June 14 and encouraged everyone to attend. She also introduced three new staff members.

**CITY ATTORNEY REPORTS:** None.

Council Members recessed at 9:11 p.m. and convened in Closed Session at 9:20 p.m. with all Members present.

**CLOSED SESSION:**

**(20) 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 ("Theater Parcel"). City Negotiator: City Manager.

Negotiating Party: Studio Movie Grill.  
Under negotiation: Price and terms of payment.

- (21) CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION:**  
(Gov. Code section 54956.9(d)(1))  
Name of Case: Michael Bailey v. City of Santee et al.  
Case Number: 37-2017-00014791-CU-PA-CTL

Council Members reconvened in Open Session at 9:48 p.m. with all Members present.

Mayor Minto reported that for Items 20 and 21, direction was given to staff.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 9:49 p.m.

Date Approved:

\_\_\_\_\_  
Annette Ortiz, City Clerk

DRAFT

City of Santee  
**COUNCIL AGENDA STATEMENT**

2

**MEETING DATE** June 27, 2018

**AGENDA ITEM NO.**

**ITEM TITLE** PAYMENT OF DEMANDS

**DIRECTOR/DEPARTMENT** Tim K. McDermott, 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.

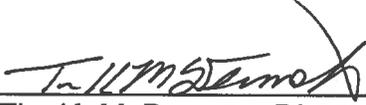
**ATTACHMENTS (Listed Below)**

- 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>
06/07/18	Accounts Payable	\$ 226,316.97
06/07/18	Accounts Payable	245,287.92
06/11/18	Accounts Payable	87,853.30
06/11/18	Accounts Payable	14,431.67
06/12/18	Accounts Payable	96,782.96
06/13/18	Accounts Payable	92,066.75
06/18/18	Accounts Payable	22,885.13
06/21/18	Payroll	<u>334,001.96</u>
	TOTAL	<u>\$ 1,119,626.66</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
118510	6/7/2018	10003 A & B SAW & LAWNMOWER SHOP	76595		EQUIPMENT REPAIR	387.89
					<b>Total :</b>	<b>387.89</b>
118511	6/7/2018	12083 ANIMAL PEST MANAGEMENT	12603	51760	PEST CONTROL SERVICES	95.00
					<b>Total :</b>	<b>95.00</b>
118512	6/7/2018	11460 ASBURY ENVIRONMENTAL SERVICES	1500-00326419		WASTE OIL DISPOSAL	35.00
					<b>Total :</b>	<b>35.00</b>
118513	6/7/2018	10018 BENCHMARK LANDSCAPE SVCS INC	140993	51903	A3 LANDSCAPE SERVICES	6,651.38
			142775	51859	A2 LANDSCAPE SERVICES	342.00
			142778	51859	A2 LANDSCAPE SERVICES	1,824.00
			142779	51859	A2 LANDSCAPE SERVICES	2,900.00
					<b>Total :</b>	<b>11,717.38</b>
118514	6/7/2018	13028 BGS, INC	MOV8057S		REFUNDABLE DEPOSIT	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
118515	6/7/2018	10021 BOUND TREE MEDICAL LLC	82862161	51860	EMS SUPPLIES	1,113.36
			82865909	51860	EMS SUPPLIES	11.46
			82865910	51860	EMS SUPPLIES	733.84
			82867275	51860	EMS SUPPLIES	972.05
			82867276	51860	EMS SUPPLIES	168.58
					<b>Total :</b>	<b>2,999.29</b>
118516	6/7/2018	10022 BRAUN NORTHWEST INC	22725	51765	VEHICLE SUPPLIES	112.45
					<b>Total :</b>	<b>112.45</b>
118517	6/7/2018	11055 CALIFORNIA SIGNS AND MARKETING	17017	51940	FACILITY SIGNAGE	21.55
			17088	51940	FACILITY SIGNAGE	21.55
					<b>Total :</b>	<b>43.10</b>
118518	6/7/2018	10031 CDW GOVERNMENT LLC	MQL3993	52093	CONFERENCE ROOM UPGRADES	163.71
			MQS3262	52093	CONFERENCE ROOM UPGRADES	1,928.45
			MRC2783	52093	CONFERENCE ROOM UPGRADES	193.76
					<b>Total :</b>	<b>2,285.92</b>

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
118519	6/7/2018	10032 CINTAS CORPORATION #694	694491818	51880	UNIFORM/PARTS CLEANER RNTL	75.26
					<b>Total :</b>	<b>75.26</b>
118520	6/7/2018	12860 COLANTUONO, HIGHSMITH &	35708		SDCOE CONSORTIUM	22.57
					<b>Total :</b>	<b>22.57</b>
118521	6/7/2018	10039 COUNTY MOTOR PARTS COMPANY INC	405458	51768	SHOP SUPPLIES	28.78
					<b>Total :</b>	<b>28.78</b>
118522	6/7/2018	10486 COUNTY OF SAN DIEGO	201800405		MAP COPIES	2.00
					<b>Total :</b>	<b>2.00</b>
118523	6/7/2018	10333 COX COMMUNICATIONS	112256001		9130 CARLTON OAKS DR	87.70
					<b>Total :</b>	<b>87.70</b>
118524	6/7/2018	10608 CRISIS HOUSE	285	52010	CDBG SUBRECIPIENT	417.11
					<b>Total :</b>	<b>417.11</b>
118525	6/7/2018	10142 CSA SAN DIEGO COUNTY	496	52021	CDBG SUBRECIPIENT	1,061.05
					<b>Total :</b>	<b>1,061.05</b>
118526	6/7/2018	11063 DDL TRAFFIC INC	5786	52090	TRAFFIC SIGNAL EQUIPMENT	4,858.58
					<b>Total :</b>	<b>4,858.58</b>
118527	6/7/2018	10057 ESGIL CORPORATION	05/21/18-05/25/18		SHARE OF FEES	19,287.43
					<b>Total :</b>	<b>19,287.43</b>
118528	6/7/2018	10196 FIRE PREVENTION SERVICES INC	05312018		WEED ABATEMENT	1,436.39
					<b>Total :</b>	<b>1,436.39</b>
118529	6/7/2018	12952 GLOBAL SIGNALS GROUP, INC	1990	52069	TRAFFIC SUPPLIES	1,490.84
					<b>Total :</b>	<b>1,490.84</b>
118530	6/7/2018	10600 HINDERLITER, DE LLAMAS & ASSOC	0029035-IN (B) 0039035-IN (A)	51938	AUDIT-SALES TAX QTR 4 2017 SRVC-SALES TAX 2ND QTR 2018	7,297.27 1,650.00
					<b>Total :</b>	<b>8,947.27</b>
118531	6/7/2018	12743 TS WORLDWIDE, LLC	2017021673-1	51961	CONSULTANT SERVICES	13,387.19

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
118531	6/7/2018	12743 12743 TS WORLDWIDE, LLC	(Continued)			Total : 13,387.19
118532	6/7/2018	11807 IMPERIAL SPRINKLER SUPPLY	3247099-00	51853	IRRIGATION SUPPLIES	4,726.78
						Total : 4,726.78
118533	6/7/2018	11102 INSIDE PROSPECTS INC	SD18-4324		SUBSCRIPTION	1,500.00
						Total : 1,500.00
118534	6/7/2018	12334 KEANE, JOHN	C 66365		LICENSE RENEWAL	115.00
						Total : 115.00
118535	6/7/2018	12998 JOEYLYNN ARCURI	Ref000048481		BUSINESS LICENSE REFUND	83.00
						Total : 83.00
118536	6/7/2018	11986 MARION B BORG ENVIRONMENTAL	SANTEE01-71 SANTEE06-01 SECT. 6 GRANT-29	51024 51024 51024	FANITA RCH CONSULTING SVCS PARKSIDE CONSULTING SVCS PROF SVCS-SUBAREA PLAN COOF	2,820.30 357.00 107.10
						Total : 3,284.40
118537	6/7/2018	10079 MEDICO PROFESSIONAL	2183376 2183377	51876 51876	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	20.02 8.16
						Total : 28.18
118538	6/7/2018	12451 MOBILE GRAPHICS & DESIGN	201850	51854	BANNERS	945.00
						Total : 945.00
118539	6/7/2018	10308 O'REILLY AUTO PARTS	2968-209542 2968-209709 CM2968-210181	51791 51791 51791	VEHICLE REPAIR PART VEHICLE SUPPLIES CR-REPAIR PART RETURNED	24.63 10.75 -24.63
						Total : 10.75
118540	6/7/2018	12904 PAT DAVIS DESIGN GROUP, INC	5701	52022	GRAPHIC DESIGN ARTWORK	5,925.00
						Total : 5,925.00
118541	6/7/2018	10932 PERRY ELECTRIC	814-2 814-2R	52098	EDGEMOOR SIGNAL UPGRADE RETENTION	105,521.00 -5,276.05
						Total : 100,244.95

Voucher List  
CITY OF SANTEE

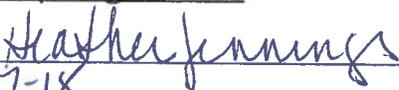
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
118542	6/7/2018	11891 PRINTER REPAIR DEPOT	41878		PRINTER TONER CARTRIDGE	86.19
					Total :	86.19
118543	6/7/2018	12062 PURETEC INDUSTRIAL WATER	1637474	51867	DEIONIZED WATER SERVICE	45.00
					Total :	45.00
118544	6/7/2018	10097 ROMAINE ELECTRIC CORPORATION	12-042696	51822	VEHICLE SUPPLIES	78.93
					Total :	78.93
118545	6/7/2018	10407 SAN DIEGO GAS & ELECTRIC	7990 068 577 7		PARKS	13,430.69
					Total :	13,430.69
118546	6/7/2018	12046 SANCON ENGINEERING INC	CIP 2018-21/22/24		RETENTION RELEASE	18,536.90
					Total :	18,536.90
118547	6/7/2018	10314 SOUTH COAST EMERGENCY VEHICLE	489517	51799	VEHICLE REPAIR PARTS	809.33
					Total :	809.33
118548	6/7/2018	10217 STAPLES ADVANTAGE	3377815208	51815	OFFICE SUPPLIES	60.88
					Total :	60.88
118549	6/7/2018	10250 THE EAST COUNTY	00064052 00064059	51833	PUBLIC NOTICE PUBLIC HEARING NOTICE	175.00 343.00
					Total :	518.00
118550	6/7/2018	10158 THE SOCO GROUP INC	0522208-IN 0528745-IN	51834 52032	VEHICLE SUPPLIES DELIVERED FUEL	308.00 1,225.81
					Total :	1,533.81
118551	6/7/2018	10479 TIRE CENTERS LLC	8720187836	51804	TIRE SERVICE	112.07
					Total :	112.07
118552	6/7/2018	10550 UNIFORMS PLUS INC	47352	51805	CLASS A UNIFORM	599.34
					Total :	599.34
118553	6/7/2018	11194 USAFACT INC	8051971		BACKGROUND CHECK	28.92
					Total :	28.92

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
118554	6/7/2018	10136 WEST COAST ARBORISTS INC	136408	51844	URBAN FORESTRY MGT SVCS	1,944.00
					Total :	1,944.00
118555	6/7/2018	10537 WETMORES	63078178	51808	VEHICLE REPAIR PART	9.69
					Total :	9.69
118556	6/7/2018	10331 HDS WHITE CAP CONST SUPPLY	10008725174		MATERIALS AND SUPPLIES	232.77
					Total :	232.77
118557	6/7/2018	10232 XEROX CORPORATION	093111114 093111115	51856 51857	COPY CHARGES & LEASE COPY CHARGES & LEASE	308.85 412.03
					Total :	720.88
118558	6/7/2018	10318 ZOLL MEDICAL CORPORATION	2688919 2689290	51817 51817	EMS SUPPLIES EMS SUPPLIES	44.45 383.86
					Total :	428.31
49 Vouchers for bank code : ubgen						Bank total : 226,316.97
49 Vouchers in this report						Total vouchers : 226,316.97

Prepared by:   
Date: 6-7-18  
Approved by:   
Date: 6-7-18

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
118559	6/7/2018	12903 AMERICAN FIDELITY ASSURANCE CO	2009682		FLEXIBLE SPENDING ACCOUNT	3,089.91
					<b>Total :</b>	<b>3,089.91</b>
118560	6/7/2018	10208 ANTHEM BLUE CROSS	June 2018		EMPLOYEE ASSISTANCE PROGRAI	268.62
					<b>Total :</b>	<b>268.62</b>
118561	6/7/2018	10334 CHLIC	2307154		HEALTH/DENTAL INSURANCE	204,845.94
					<b>Total :</b>	<b>204,845.94</b>
118562	6/7/2018	12924 COURT-ORDERED DEBT COLLECTIONS	PPE 05/30/18		WITHHOLDING ORDER	22.43
					<b>Total :</b>	<b>22.43</b>
118563	6/7/2018	10844 FRANCHISE TAX BOARD	PPE 05/30/18		WITHHOLDING ORDER	25.00
					<b>Total :</b>	<b>25.00</b>
118564	6/7/2018	10785 RELIANCE STANDARD LIFE	June 2018		VOLUNTARY LIFE INSURANCE	582.32
					<b>Total :</b>	<b>582.32</b>
118565	6/7/2018	10424 SANTEE FIREFIGHTERS	PPE 05/30/18		DUES/PEC/BENEVOLENT/BC EXP	2,664.03
					<b>Total :</b>	<b>2,664.03</b>
118566	6/7/2018	10776 STATE OF CALIFORNIA	PPE 05/30/18		WITHHOLDING ORDER	575.99
					<b>Total :</b>	<b>575.99</b>
118567	6/7/2018	10001 US BANK	PPE 05/30/18		PARS RETIREMENT	957.70
					<b>Total :</b>	<b>957.70</b>
118568	6/7/2018	10959 VANTAGE TRANSFER AGENT/457	PPE 05/30/18		ICMA - 457	28,439.75
					<b>Total :</b>	<b>28,439.75</b>
118569	6/7/2018	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 05/30/18		RETIREE HEALTH SAVINGS ACCOL	3,816.23
					<b>Total :</b>	<b>3,816.23</b>
<b>11 Vouchers for bank code : ubgen</b>						<b>Bank total : 245,287.92</b>
<b>11 Vouchers in this report</b>						<b>Total vouchers : 245,287.92</b>

Bank code : ubgen

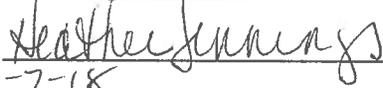
---

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
----------------	-------------	---------------	----------------	-------------	----------------------------	---------------

---

Prepared by: 

Date: 6-7-18

Approved by: 

Date: 6-7-18

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
71448	6/11/2018	10955 DEPARTMENT OF THE TREASURY	June Retirees PPE 05/30/18		FEDERAL WITHHOLDING TAX FED WITHHOLD & MEDICARE	75.00 65,898.29
					Total :	65,973.29
71484	6/11/2018	10956 FRANCHISE TAX BOARD	PPE 05/30/18		CA STATE TAX WITHHELD	21,880.01
					Total :	21,880.01
2 Vouchers for bank code : ubgen					Bank total :	87,853.30
2 Vouchers in this report					Total vouchers :	87,853.30

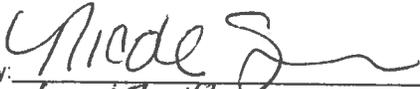
Prepared by:   
Date: 6-11-18

Approved by:   
Date: 6/12/18

Voucher List  
CITY OF SANTEE

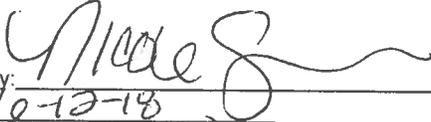
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
407	6/11/2018	10482 TRISTAR RISK MANAGEMENT	104293		WORKERS' COMPENSATION	14,431.67
Total :						14,431.67
1 Vouchers for bank code : ubgen						Bank total : 14,431.67
1 Vouchers in this report						Total vouchers : 14,431.67

Prepared by:   
Date: 6-13-18  
Approved by:   
Date: 6/13/18

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
344	6/12/2018	10353 PERS	05 18 5		RETIREMENT PAYMENT	96,782.96
<b>Total :</b>						<b>96,782.96</b>
1 Vouchers for bank code : ubgen						<b>Bank total : 96,782.96</b>
1 Vouchers in this report						<b>Total vouchers : 96,782.96</b>

Prepared by:   
Date: 6-12-18

Approved by:   
Date: 6/12/18

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
118570	6/13/2018	11139 ACE UNIFORMS AND ACCESSORIES	102503	51922	CLASS B UNIFORMS	614.70
					<b>Total :</b>	<b>614.70</b>
118571	6/13/2018	10010 ALLIANT INSURANCE SERVICES INC	850521		FIDO FEST	1,356.00
					<b>Total :</b>	<b>1,356.00</b>
118572	6/13/2018	11885 ARROW INTERNATIONAL	9500126162	51761	EMS SUPPLIES	1,196.41
					<b>Total :</b>	<b>1,196.41</b>
118573	6/13/2018	11460 ASBURY ENVIRONMENTAL SERVICES	1500-00329414		WASTE FUEL DISPOSAL	285.98
					<b>Total :</b>	<b>285.98</b>
118574	6/13/2018	10516 AWARDS BY NAVAJO	05181192	52000	EMPLOYEE NAMETAG	11.85
					<b>Total :</b>	<b>11.85</b>
118575	6/13/2018	11748 BAGLEY, AARON	060818		PARAMEDIC LICENSE RENEWAL	240.00
					<b>Total :</b>	<b>240.00</b>
118576	6/13/2018	10021 BOUND TREE MEDICAL LLC	82872278	51860	EMS SUPPLIES	303.66
			82872279	51860	EMS SUPPLIES	971.81
			82872280	51860	EMS SUPPLIES	371.93
			82872281	51860	EMS SUPPLIES	148.42
			82873673	51860	EMS SUPPLIES	24.90
					<b>Total :</b>	<b>1,820.72</b>
118577	6/13/2018	10023 BUILDERS FENCE COMPANY INC	1696396	51861	FENCING MATERIALS & SUPPLIES	444.56
					<b>Total :</b>	<b>444.56</b>
118578	6/13/2018	10876 CANON SOLUTIONS AMERICA INC	98902110	51837	PLOTTER MAINT & USAGE	27.64
					<b>Total :</b>	<b>27.64</b>
118579	6/13/2018	10031 CDW GOVERNMENT LLC	MTV1346	52095	NETWORK BACKUP TAPES	2,152.25
					<b>Total :</b>	<b>2,152.25</b>
118580	6/13/2018	10223 CHRISTIAN WHEELER ENGINEERING	45445	52082	GEOTECHNICAL REVIEW	1,330.00
					<b>Total :</b>	<b>1,330.00</b>

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
118581	6/13/2018	10032 CINTAS CORPORATION #694	694494881 694495524	51880 51880	UNIFORM/PARTS CLEANER RNTL STATION SUPPLIES	57.18 52.52 <b>Total : 109.70</b>
118582	6/13/2018	12022 CITY CLERK'S ASSOCIATION	3165		CCAC WORKSHOP	50.00 <b>Total : 50.00</b>
118583	6/13/2018	11584 CLAY COLTON BAND	1856		SANTEE SUMMER CONCERTS	1,800.00 <b>Total : 1,800.00</b>
118584	6/13/2018	10171 COUNTY OF SAN DIEGO AUDITOR &	03/2018 AGENCY REV 03/2018 DMV REVENUE 03/2018 PHOENIX REV		03/18 AGENCY PARK CITE REPT 03/18 DMV PARK CITE REPT 03/18 PHOENIX CITE REV REPT	366.00 245.00 727.50 <b>Total : 1,338.50</b>
118585	6/13/2018	10839 COUNTY OF SAN DIEGO	DEH2002-HUPFP-105554 DEH2004-HUPFP-203484		FY18/19 HAZMAT PERMIT-FLT FY18/19 HAZMAT PERMIT-STAS	1,093.00 781.00 <b>Total : 1,874.00</b>
118586	6/13/2018	10040 COUNTYWIDE MECHANICAL SYSTEMS	H17065301	51941	HVAC MAINTENANCE	655.00 <b>Total : 655.00</b>
118587	6/13/2018	10333 COX COMMUNICATIONS	094486701 038997401 094486701 105080401		CITY HALL GROUP BILL 10601 N MAGNOLIA AVE 10601 N MAGNOLIA AVE 9310 FANITA PKWY	3,204.79 103.61 -6.02 31.54 <b>Total : 3,333.92</b>
118588	6/13/2018	10608 CRISIS HOUSE	292	52010	CDBG SUBRECIPIENT	394.83 <b>Total : 394.83</b>
118589	6/13/2018	11295 DOKKEN ENGINEERING	33123	50583	MAST PARK IMPROVEMENTS	2,770.00 <b>Total : 2,770.00</b>
118590	6/13/2018	12770 ELOR ENERGY	18-697		BUILDING PERMIT REFUND	99.29 <b>Total : 99.29</b>
118591	6/13/2018	10057 ESGIL CORPORATION	0045043-IN		FIRE INSPECTION SERVICE	1,531.35

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
118591	6/13/2018	10057 ESGIL CORPORATION	(Continued) 05/28/18-05/31/18		SHARE OF FEES	20,260.25
					<b>Total :</b>	<b>21,791.60</b>
118592	6/13/2018	12271 FERNO WASHINGTON INC	828051	52087	EQUIPMENT REPAIR PARTS	3,934.17
					<b>Total :</b>	<b>3,934.17</b>
118593	6/13/2018	10009 FIRE ETC	112803 115940	51776 51775	SAFETY EQUIPMENT SMALL TOOLS	532.68 236.03
					<b>Total :</b>	<b>768.71</b>
118594	6/13/2018	12772 GAMETIME	PJI-0084472		PLAYGROUND PARTS	53.66
					<b>Total :</b>	<b>53.66</b>
118595	6/13/2018	10066 GLOBALSTAR USA LLC	100000009341124		SATELLITE PHONE SERVICE	86.84
					<b>Total :</b>	<b>86.84</b>
118596	6/13/2018	10490 HARRIS & ASSOCIATES INC	37650	51326	FANITA RANCH EIR	6,342.90
					<b>Total :</b>	<b>6,342.90</b>
118597	6/13/2018	11196 HD SUPPLY FACILITIES	9162959615	51779	STATION SUPPLIES	1,014.74
					<b>Total :</b>	<b>1,014.74</b>
118598	6/13/2018	10256 HOME DEPOT CREDIT SERVICES	153024	51780	STATION SUPPLIES	16.00
					<b>Total :</b>	<b>16.00</b>
118599	6/13/2018	10906 KRONOS INC	11266394	51953	TELESTAFF SOFTWARE UPGRADE	860.00
					<b>Total :</b>	<b>860.00</b>
118600	6/13/2018	10174 LN CURTIS AND SONS	INV166681 INV186054	51786 52088	SAFETY APPAREL CLASS A FOAM	763.67 1,541.90
					<b>Total :</b>	<b>2,305.57</b>
118601	6/13/2018	12718 LSA ASSOCIATES INC	158800 159334	51879 51879	SUSTAINABILITY PROJECT SUSTAINABILITY PROJECT	6,495.00 5,562.16
					<b>Total :</b>	<b>12,057.16</b>
118602	6/13/2018	12461 MARSHALL DJ SERVICES	01222018	52047	DJ SERVICES	395.00

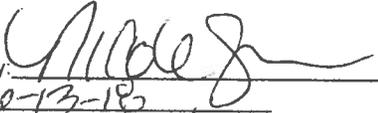
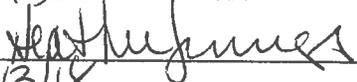
Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
118602	6/13/2018	12461 MARSHALL DJ SERVICES	(Continued) 060118	52047	DJ SERVICES	395.00	
						<b>Total :</b>	<b>790.00</b>
118603	6/13/2018	10079 MEDICO PROFESSIONAL	2186834 2186835	51876 51876	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	20.02 8.16	
						<b>Total :</b>	<b>28.18</b>
118604	6/13/2018	10507 MITEL LEASING	901377143 901377211 901377352 901377370		MONTHLY RENTAL 122670 MONTHLY RENTAL 124690 MONTHLY RENTAL 130737 MONTHLY RENTAL 131413	1,878.80 312.66 276.33 266.16	
						<b>Total :</b>	<b>2,733.95</b>
118605	6/13/2018	10083 MUNICIPAL EMERGENCY SERVICES	IN1228373 IN1229323	52084 51997	EQUIPMENT SUPPLIES WEARING APPAREL	1,178.62 215.27	
						<b>Total :</b>	<b>1,393.89</b>
118606	6/13/2018	12695 NAKOA PERFORMANCE	003	52066	FF FITNESS PROGRAM	1,500.00	
						<b>Total :</b>	<b>1,500.00</b>
118607	6/13/2018	10308 O'REILLY AUTO PARTS	2968-211016 2968-211922	51791 51791	VEHICLE REPAIR PARTS VEHICLE REPAIR PART	4.49 37.69	
						<b>Total :</b>	<b>42.18</b>
118608	6/13/2018	10336 PADRE DAM MUNICIPAL WATER DIST	12345		CONSTRUCTION METER DEPOSIT	2,000.00	
						<b>Total :</b>	<b>2,000.00</b>
118609	6/13/2018	11891 PRINTER REPAIR DEPOT	42029		EQUIPMENT REPAIR	64.65	
						<b>Total :</b>	<b>64.65</b>
118610	6/13/2018	12147 PRO-LINE INDUSTRIAL	100957	51908	GRAFFITI REMOVAL/CLEANING	1,115.64	
						<b>Total :</b>	<b>1,115.64</b>
118611	6/13/2018	12176 SAN DIEGO BEACH RIDES	3152	51996	SANTEE SUMMER CONCERTS	600.00	
						<b>Total :</b>	<b>600.00</b>
118612	6/13/2018	12702 SHADE STRUCTURES INC	1313059	52080	SHADE CLOTH REPLACEMENT	7,875.75	

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
118612	6/13/2018	12702 12702 SHADE STRUCTURES INC	(Continued)			
					<b>Total :</b>	<b>7,875.75</b>
118613	6/13/2018	10314 SOUTH COAST EMERGENCY VEHICLE	489516	51799	VEHICLE REPAIR PART	379.02
					<b>Total :</b>	<b>379.02</b>
118614	6/13/2018	10217 STAPLES CONTRACT & COMMERCIAL	3378256625 3378325934 3378402248	51823 51823 51815	OFFICE SUPPLIES - PSD OFFICE SUPPLIES - PSD OFFICE SUPPLIES	36.32 20.43 160.04
					<b>Total :</b>	<b>216.79</b>
118615	6/13/2018	10250 THE EAST COUNTY	00064931 00065145		PUBLIC HEARING NOTICE PUB ORD 551	234.50 227.50
					<b>Total :</b>	<b>462.00</b>
118616	6/13/2018	10158 THE SOCO GROUP INC	0532227-IN	52032	DELIVERED FUEL	737.23
					<b>Total :</b>	<b>737.23</b>
118617	6/13/2018	10479 TIRE CENTERS LLC	8720187789	51804	TIRES	220.16
					<b>Total :</b>	<b>220.16</b>
118618	6/13/2018	10475 VERIZON WIRELESS	98069945		WIFI SERVICE	605.63
					<b>Total :</b>	<b>605.63</b>
118619	6/13/2018	10232 XEROX CORPORATION	093111116	51811	COPY CHARGES-STATION 4	164.98
					<b>Total :</b>	<b>164.98</b>
<b>50 Vouchers for bank code : ubgen</b>						<b>Bank total : 92,066.75</b>
<b>50 Vouchers in this report</b>						<b>Total vouchers : 92,066.75</b>

Prepared by:   
 Date: 6-13-18  
 Approved by:   
 Date: 6/13/18

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
118621	6/18/2018	10001 US BANK	0000007		INTERVIEW PANEL LUNCH	48.05
			0013		MEETING SUPPLIES	9.34
			0072890-IN		FIDO FEST	432.30
			0072927-CM		FIDO FEST	-109.05
			0088		MEETING SUPPLIES	8.42
			0115418		TEEN CENTER FURNITURE	520.67
			02012		BATTERIES	115.75
			02527		CONCRETE - SIGN INSTALLATION	53.75
			02865		YARD SUPPLIES	52.66
			02970		GLOVES	34.44
			032632		CITY HALL TEEN DANCE	23.71
			035019		OFFICE & MEETING SUPPLIES	60.58
			042518		CERTIFICATION APPLICATION FEE	50.00
			0479441		TEEN CENTER FURNITURE	61.39
			05112018		CPR TRAINING MTRLS	80.00
			05181028		NAMEPLATE - A. ORTIZ	23.76
			0570200071		POSTAGE STAMPS	10.00
			05871-2006-RI-2017		AIR POLLUTION CONTROL	496.90
			0833-9429-1907-7376		SUBDIVISION MAP ACT CLASS	1,000.00
			09098		CITY HALL REPAIR SUPPLIES	149.32
			097562		GENERAL SPECIAL EVENTS	22.23
			09948812		SUMMER CONCERTS & BLUEGRAS	78.37
			105		INTERVIEW PANEL	11.98
			112311667042569049		FIDO FEST	165.54
			11248963780695462		FIDO FEST	85.27
			112-6036832-2521832		OFFICE SUPPLIES	12.20
			1136-0623249-5770643		STATION SUPPLIES	19.91
			114		TEEN CENTER FURNITURE	61.39
			114-1037920-0889024		COMM OUTREACH PRGRM EQUIP	289.12
			114-1622214-3431410		COMM OUTREACH PROGRM EQUII	1,149.00
			114-2352119-4850615		COMM OUTREACH PROGRM EQUII	215.47
			114-2425643-9290660		TRAINING EQUIPMENT	389.94
			114-3193565-1097820		TRAINING EQUIPMENT	167.82
			114-7490651-5925026		TRAINING EQUIPMENT	107.85
			114-7877315-9274610		TRAINING EQUIPMENT	29.99
			114-8439870-7389805		COMM OUTREACH PRGRM EQUIP	95.84

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
118621	6/18/2018	10001 US BANK	(Continued)			
			114-8607422-1128248		COMM OUTREACH PRGRM EQUIP	131.39
			114-9844827-8876240		EQUIPMENT WARRANTY	68.39
			1303823165		SPECIAL EVENTS DOMAINS	606.80
			13085		CPR TRAINING MTRLS	652.00
			15212915		SENIOR PROGRAM TICKETS	504.00
			1547430		SIGNAGE	107.24
			167		COUNCIL MEETING SUPPLIES	51.18
			1719467		SKATE PARK SUPPLIES	44.94
			180153		TCCP SCOREBOARD REPAIRS	45.00
			18663		VEHICLE REPAIR PARTS	8.66
			218050199		COMM OUTREACH SUPPLIES	2,478.25
			22018		STAFF TRAINING	105.00
			2250648		SIGNAGE - CITY HALL	9.49
			22919		FENCE REPAIR - MAST PARK	116.24
			230774A		REFERENCE MATERIALS	264.95
			2383		SENIOR TRIP SUPPLIES	44.98
			2399		BULLETIN BOARD SUPPLIES	1.08
			2406614		SOFTWARE LICENSING	400.00
			24077		EQUIPMENT REPAIR PART	27.06
			26396607		I.T. SUPPLIES	75.41
			275071		COMM OUTREACH SUPPLIES	342.42
			2775401988		CLERK TRAINING - S. REAL	326.35
			288082		VEHICLE SUPPLIES	203.03
			301076		MEETING SUPPLIES	10.70
			312693		CPR TRAINING SUPPLIES	172.98
			312747		CPR TRAINING SUPPLIES	314.20
			336259		TEEN CENTER SUPPLIES	41.37
			34380		VEHICLE REPAIR	858.37
			40015465		TEEN CENTER SUPPLIES	39.49
			4039		FIDO FEST	143.88
			40703993761		SW WEBCAST BIORETENTION	159.00
			427		CITY/COUNTY MANAGERS ASSOCI	124.20
			44101		TEEN CENTER REPAIRS	39.33
			44273		STORM WATER DOMAIN RENEW	35.00
			44752		MAP GAS	23.23
			4581037		TEEN CENTER SUPPLIES	9.99

Voucher List  
CITY OF SANTEE

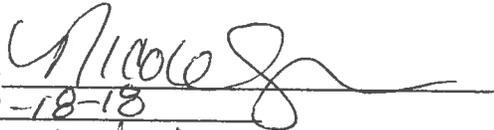
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
118621	6/18/2018	10001 US BANK	(Continued)			
			4603		SENIOR PROGRAM SUPPLIES	6.78
			5311		VEHICLE SUPPLIES	80.75
			543602		TOP SOIL	77.80
			585		SPARC SUPPLIES	22.28
			59087		MATERIALS - TEEN CENTER	10.65
			5977		TEEN CENTER SUPPLIES	26.98
			60408		PARK REPAIR SUPPLIES	11.63
			651016		STATION SUPPLIES	117.39
			701428266		TRAINING SUPPLIES	123.90
			705555094		TEEN CENTER SUPPLIES	140.07
			73		MEETING SUPPLIES	15.07
			7532		SENIOR BUS TRANSPORTATION	1,236.00
			76073789		SUBDIVISION MAP ACT CLASS	-100.00
			77335		SIGN TRUCK SUPPLIES	248.68
			7986		TRAINING MATERIALS FOR MGMN	367.47
			7PXAAGSAP2		SANTREE DAY & SHRED EVENT	40.00
			811400012104		TRAINING/COMM OUTRCH EQUIP	229.45
			812000001398		STATION SUPPLIES	301.69
			8225045		SPECIAL EVENTS SUPPLIES	290.90
			856549		TELEVISION - BLDG 7 &8	276.36
			8596		SENIOR TRIP LUNCH	772.25
			874640		ANNUAL ONLINE SUBSCRIPTION	250.00
			88193		SHOP & PARK SUPPLIES	71.10
			88535		ANNUAL SUBSCRIPTION	100.00
			895849113030		PROFESSIONAL DEVELOPMENT	50.00
			895869313057		PROFESSIONAL DEVELOPMENT	50.00
			9001007		SKATE PARK SUPPLIES	136.90
			90845856114761842		REFERENCE MATERIALS	322.94
			908496298982551842		TRAINING SUPPLIES	14.00
			91837		MATERIALS & SUPPLIES	12.80
			92807		STORM DRAIN MANHOLE REPAIRS	21.49
			9306666		SPECIAL EVENTS SUPPLIES	35.99
			9404689030		OFFICE SUPPLIES	66.78
			9525027		SPECIAL EVENTS SUPPLIES	58.13
			9659417		TEEN CENTER EQUIPMENT	113.96
			9786909534A		OUTREACH SUPPLIES	79.42

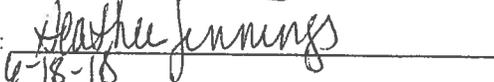
Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
118621	6/18/2018	10001 US BANK	(Continued)			
			9786909534B		OUTREACH SUPPLIES	68.95
			APPLE2018		APPLE APP RENEWAL	99.00
			CM BF14501		CR - PT EQUIPMENT RETURNED	-536.40
			DM3275038		SANTEE SUMMER CONCERTS	259.00
			INV143510		SANTEE SUMMER CONCERTS	370.00
			INV222128-00		EQUIPMENT SUPPLIES	95.51
			M669236		VEHICLE MAINTENANCE	120.00
			N1045821		COMM OUTREACH SUPPLIES	840.77
			ORD0303052		COMM OUTREACH PROGRM EQUIII	738.29
			R134714		CR-CORE DEPOSIT RETURNED	-652.50
			R134748		CREDIT ON ACCOUNT	-5.50
			US-GP-100-22876322		SPECIAL EVENTS MARKETING	350.22
			W005EC0		TRAINING SUPPLIES	154.10
			WA19816330-A		STORM WATER SUPPLIES	72.90
			WA19816330-B		STORM WATER SUPPLIES	93.60
			WA19816330-C		STORM WATER SUPPLIES	230.98
			WA19816330-D		STORM WATER SUPPLIES	28.74
			WA19816330-E		STORM WATER SUPPLIES	63.93
			WA22919207A		GENERAL EVENT SUPPLIES	107.66
			WA22919207C		GENERAL EVENT SUPPLIES	96.76
<b>Total :</b>						<b>22,885.13</b>
1 Vouchers for bank code : ubgen						<b>Bank total : 22,885.13</b>
1 Vouchers in this report						<b>Total vouchers : 22,885.13</b>

Prepared by: 

Date: 6-18-18

Approved by: 

Date: 6-18-18

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

**MEETING DATE** June 27, 2018

**AGENDA ITEM NO.**

**ITEM TITLE** APPROVAL OF THE EXPENDITURE OF \$52,693.81 FOR MAY 2018  
LEGAL SERVICES AND RELATED COSTS

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

**SUMMARY**

Legal service billings proposed for payment for the month of May 2018 total \$52,693.81 as follows:

1) General Retainer Services	\$ 15,781.84
2) Labor & Employment	832.50
3) Litigation & Claims	3,322.40
4) Special Projects (General Fund)	20,729.84
5) Applicant Initiated Projects	<u>12,027.23</u>
Total	<u>\$ 52,693.81</u>

**FINANCIAL STATEMENT** *tm*

	<u>AMOUNT</u>	<u>BALANCE</u>
General Fund:		
Adopted Budget	\$ 535,000.00	
Revised Budget	\$ 535,000.00	
Prior Expenditures	(383,574.69)	
Current Request	(40,666.58)	\$ 110,758.73
Other Funds (excluding applicant initiated items):		
Adopted Budget	\$ 40,000.00	
Revised Budget	\$ 54,023.47	
Prior Expenditures	(49,045.97)	
Current Request	-	\$ 4,977.50

**CITY ATTORNEY REVIEW**     N/A     Completed

**RECOMMENDATION** *MDB*

Approve the expenditure of \$52,693.81 for May 2018 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	\$ 146,348.33	\$ 27,651.67	May-18	\$ 15,781.84
Labor & Employment	50,000.00	50,000.00	38,379.51	11,620.49	May-18	832.50
Litigation & Claims	70,000.00	70,000.00	58,061.49	11,938.51	May-18	3,322.40
Special Projects	<u>241,000.00</u>	<u>241,000.00</u>	<u>140,785.36</u>	<u>100,214.64</u>	May-18	<u>20,729.84</u>
Total	<u>\$ 535,000.00</u>	<u>\$ 535,000.00</u>	<u>\$ 383,574.69</u>	<u>\$ 151,425.31</u>		<u>\$ 40,666.58</u>
<b>Other City Funds:</b>						
Special Projects	\$ 35,000.00	\$ 49,023.47	\$ 49,023.47	\$ -		\$ -
MHFP Commission	<u>5,000.00</u>	<u>5,000.00</u>	<u>22.50</u>	<u>4,977.50</u>		<u>-</u>
Total	<u>\$ 40,000.00</u>	<u>\$ 54,023.47</u>	<u>\$ 49,045.97</u>	<u>\$ 4,977.50</u>		<u>\$ -</u>
<b>Applicant-initiated (paid from developer/applicant deposits)</b>						
Sky Ranch	n/a	n/a	\$ 10,149.10	n/a	May-18	\$ 755.34
Lantern Crest	n/a	n/a	1,266.70	n/a	May-18	952.00
Weston	n/a	n/a	14,372.94	n/a	May-18	454.50
Weston CFDs	n/a	n/a	26,456.16	n/a	May-18	454.50
Home Fed/Subarea Plan	n/a	n/a	57,805.71	n/a	May-18	3,767.86
Village Run Homes	n/a	n/a	4,332.90	n/a		-
Karl Strauss	n/a	n/a	2,636.10	n/a		-
Walker Trails	n/a	n/a	3,839.05	n/a	May-18	167.22
River Village	n/a	n/a	1,285.20	n/a		-
Prospect Estates II	n/a	n/a	1,659.20	n/a	May-18	1,298.40
Costco Fuel Facility Relocation	n/a	n/a	5,498.31	n/a		-
Panera Bread	n/a	n/a	2,376.00	n/a		-
Sharp Medical Office Building	n/a	n/a	8,138.20	n/a	May-18	1,278.61
AT&T Project	n/a	n/a	1,352.10	n/a		-
Service Station on Cuyamaca	n/a	n/a	2,672.50	n/a	May-18	1,020.20
Cornerstone Communities	n/a	n/a	-	n/a	May-18	1,878.60
Various Other Projects	n/a	n/a	<u>2,664.62</u>	n/a		<u>-</u>
Total			<u>\$ 146,504.79</u>			<u>\$ 12,027.23</u>

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

<b>Total Previously Spent to Date FY 2017-18</b>	
<b>General Fund</b>	<b>\$ 383,574.69</b>
<b>Other City Funds</b>	<b>49,045.97</b>
<b>Applicant Deposits</b>	<b>146,504.79</b>
<b>Total</b>	<b>\$ 579,125.45</b>

<b>Total Proposed for Payment</b>	
<b>General Fund</b>	<b>\$ 40,666.58</b>
<b>Other City Funds</b>	<b>-</b>
<b>Applicant Deposits</b>	<b>12,027.23</b>
<b>Total</b>	<b>\$ 52,693.81</b>

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

4

**MEETING DATE** June 27, 2018

**AGENDA ITEM NO.**

**ITEM TITLE** RESOLUTION FINDING IN SUPPORT OF AND AUTHORIZING THE OPEN MARKET PURCHASE OF BULK FUEL ON AN AS-NEEDED BASIS FROM THE SOCO GROUP, INC.

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

*RS*

**SUMMARY** This item requests City Council authorization to utilize an open market purchase process to purchase bulk fuel for City vehicles and equipment on an as-needed basis from The SoCo Group, Inc. (SoCo). The current City of San Diego Contract #10015195-12-Z of which the City of Santee is a participating agency was formally bid and awarded in 2012 and was subsequently extended by the City of San Diego until June 30, 2018. On May 15, 2018 the City of San Diego extended the contract again through April 30, 2019 under the existing contract terms, conditions and pricing structure while a new formal bid process is undertaken. This contract extension also includes the original participating agencies, including the City of Santee.

Santee Municipal Code (SMC) Section 3.24.120.B.4 allows the purchase of equipment, materials and supplies on the open market 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, City of Santee will continue to benefit as a participating agency under Contract #10015195-12-Z and receive competitive bulk prices until a new multi-agency cooperative contract is bid and awarded in early 2019.

Santee's Purchasing Ordinance requires City Council approval of all purchases exceeding \$20,000. Staff recommends utilizing open market purchasing to continue purchasing bulk fuels on an as-needed basis from The SoCo Group, Inc., per City of San Diego Contract #10015195-12-Z through April 30, 2019.

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

**FINANCIAL STATEMENT** Funding for this purchase is included in the adopted FY 2018-19 Fire Department Emergency Medical Services (CSA 69) and Fleet Operations and Maintenance budgets. The estimated expenditure for the bulk purchase of fuel through April 30, 2019 is \$43,000.

**CITY ATTORNEY REVIEW**     N/A     Completed

**FLEET MANAGER REVIEW**     N/A     Completed

**RECOMMENDATION** *for MOB* Adopt the resolution finding in support of and authorizing the open market purchase of bulk fuel on an as-needed basis from The SoCo Group, Inc., per City of San Diego Contract #10015195-12-Z through April 30, 2019, and authorize the City Manager to execute all necessary documents.

**ATTACHMENT**  
Resolution

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
FINDING IN SUPPORT OF AND AUTHORIZING THE OPEN MARKET PURCHASE  
OF BULK FUEL ON AN AS-NEEDED BASIS FROM THE SOCO GROUP, INC.**

**WHEREAS**, in July 2011, the City of Santee joined the City of San Diego, along with 20 other local agencies, to conduct a formal bid process for the purchase of various fuels, and as a result of this formal bid process, the City of San Diego awarded Contract No. 10015195-12-Z to The SoCo Group, Inc., with a contract term effective January 23, 2012, through January 22, 2013, with options to extend for four additional one-year periods; and

**WHEREAS**, on January 25, 2012, the Santee City Council authorized the purchase of bulk fuel from The SoCo Group, Inc., per City of San Diego Contract No. 10015195-12-Z and authorized the City Manager to approve future purchase orders pursuant to subsequent annual contract renewals; and

**WHEREAS**, on December 8, 2016, the San Diego City Council authorized the extension of Contract No. 10015195-12-Z until June 30, 2018; and

**WHEREAS**, on January 11, 2017 the Santee City Council authorized the continued use of Contract No. 10015195-12-Z for the purchase of bulk fuel until June 30, 2018; and

**WHEREAS**, on May 15, 2018 the San Diego City Council authorized the extension of Contract No. 10015195-12-Z until April 30, 2019 while a formal bid process is conducted for a new contract for the purchase of various fuels; and

**WHEREAS**, special circumstances justify the continued open market purchase of bulk fuel under Santee Municipal Code Section 3.24.120.B.4, those being the opportunity to continue to receive competitive bulk prices for fuel through the extension of a multi-agency cooperative contract with The SoCo Group, Inc. until a new multi-agency cooperative contract is bid and awarded in early 2019.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Santee, California, that the City Council hereby finds in support of and authorizes the open market purchase of bulk fuel on an as-needed basis from The SoCo Group, Inc., per City of San Diego Contract No. 10015195-12-Z through April 30, 2019, and authorizes the City Manager to execute all necessary documents.

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

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 27<sup>th</sup> day of June, 2018, by the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**ANNETTE ORTIZ, CITY CLERK**

City of Santee  
**COUNCIL AGENDA STATEMENT**

5

MEETING DATE June 27, 2018

AGENDA ITEM NO.

ITEM TITLE ACCEPTANCE OF AMENDMENTS TO THE EXISTING AGREEMENT FOR FIRE PROTECTION AND EMERGENCY SERVICES WITHIN CSA 115

DIRECTOR/DEPARTMENT Richard Smith, Fire Chief 

*FOR RS*

**SUMMARY**

County Service Area (CSA) 115 was formed as a component of the 1985 reorganization which merged the Santee Fire Protection District (established in 1956) with the City of Santee. For nearly 31 years, the Santee Fire Department had provided contracted fire, emergency and loss prevention services to CSA 115. The County terminated the long-standing contract in April 2016 and entered into a fee-for-service agreement with the four agencies (City of Santee, City of El Cajon, San Miguel Consolidated Fire Protection District and Lakeside Fire Protection District) which currently respond to calls for service in CSA 115.

The amendments to the existing fee-for-service agreement focus on language clean-up, an increase in the County's administrative fee from 5% to 7% of the total tax revenue, and the transfer of dispatching (for the CSA 115 area) from CalFire/Monte Vista to Heartland Communications Fire Authority (HCFA). These revisions are set forth in the attached Amendment and have been incorporated into the attached revised Agreement.

**FINANCIAL STATEMENT** *m*

The revised agreement will result in a reduction of approximately \$1,000 in the annual compensation to be received from the agreement as a result of the increase in the County's administrative fee.

CITY ATTORNEY REVIEW  N/A  Completed

RECOMMENDATION *AJ for MDPB*

Authorize the City Manager to execute the revised agreement.

**ATTACHMENTS**

Amendment  
Revised Agreement

**COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING  
CONTRACT NO.552999 AMENDMENT NO 1**

City of Santee (“Contractor”) and the County of San Diego (“County”) enter into this amendment (“Amendment”) to amend the above-referenced contract (“Contract”) as described herein.

Title of Contract: **Fire Protection Services**

Amendment Effective Date: **July 1, 2018**

**Description of Contract Change(s) and/or Work to Be Done:**

1. Modify the Exhibit “A” - Statement of Work as follows:
  - 1.1 Under **Agency Services** add paragraph “Agency will complete California Fire Incident Reports (County CFIRS number 37047) as assist to County for all responses within CSA 115.”
  - 1.2 Under **Agency Services** replace “Agency will receive credit for calls as dispatched.” with “Agency will receive reimbursement based on call as dispatched.”
  - 1.3 Under **Agency Services** add paragraph “Agency will participate in automatic aid boundary drop agreement with County Fire/CAL Fire.”
  - 1.4 Under **County Services** replace “County will retain administrative oversight of CSA 115 which will include, but not limited to, record keeping, financing, and payment for services.” with “County remains the authority having jurisdiction of CSA 115, which will include, but not be limited to, record keeping, financing, and payment for services. County will handle all intergovernmental and media relations for CSA 115”.
  - 1.5 Under **County Services** add paragraph “County will establish standard response and shall validate all GIS road layer and parcel data. County Fire will be the owner and repository for all data collected within CSA 115”.
  - 1.6 Under **County Services** add paragraph “County will maintain an agreement with Heartland Communications Facility Authority (HCFA) for HCFA to provide all 911 dispatching data to the County”.
  - 1.7 Replace Exhibit A with the attached.
2. Modify Exhibit “C” - Payment Schedule as follows
  - 2.1 Revise Administrative costs from 5% to 7%.
  - 2.2 Add paragraph “Agencies are responsible for reimbursing HCFA the established rate for dispatching in CSA 115 based on each district’s allocation of calls.”
  - 2.3 Revise example to reflect Fiscal Year 2016-1017 example in the attached Exhibit C – Payment Schedule.
  - 2.4 Replace Exhibit C with the attached.
3. Replace County Contracting Officer’s Representative (COR) as follows:

Julie Benner, Administrative Analyst  
5510 Overland Ave, Suite 100  
San Diego, CA 92123  
Phone (858) 715-2208  
Cell 858-226-1468  
Email [Julie.benner@sdcounty.ca.gov](mailto:Julie.benner@sdcounty.ca.gov).

Replace Agency Representative as follows:

Richard Smith, Fire Chief  
10601 Magnolia Avenue  
Santee, CA 9201  
(619)258-4100  
[rsmith@cityofsanteeca.gov](mailto:rsmith@cityofsanteeca.gov)

All other terms and conditions of the Contract shall remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date set forth above. This Amendment is not valid unless signed by Contractor and the County Department of Purchasing and Contracting.

**CONTRACTOR:**

By: \_\_\_\_\_  
MARLENE BEST, City Manager of Santee

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
SHAWN HAGERTY, City Attorney of Santee

Date: \_\_\_\_\_

**COUNTY:**

Department Review and Recommended Approval:

By: \_\_\_\_\_  
HERMAN REDDICK, Director of Fire Authority

Date: \_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

Date: \_\_\_\_\_

## Revised 01 July 2018 Exhibit A – Statement of Work

Agency agrees to the following provisions and to provide the following services in exchange for compensation under this Agreement. Services described herein shall commence July 1, 2018.

### 1. Agency Services:

- 1.1 Agency will complete California Fire Incident Reports (County CFIRS number 37047) as assist to County for all responses within CSA 115.
- 1.2 Agency shall provide fire protection and emergency medical services following the State Incident Command System, as dispatched, following the closest resource concept.
- 1.3 Agency shall provide preliminary call data to County, no later than June 1 of each year, for incidents from the preceding July 1 – April 30 of each fiscal year.
- 1.4 Agency will receive reimbursement based on calls as dispatched. When multiple agencies respond to a specific call, all agencies responding to the call will receive reimbursement for that call.
- 1.5 Agency agrees to meet with County during the month of July each year to discuss and agree to the final calls per agency. Final call volume data for the entire fiscal year (July 1 – June 30) shall be provided to the County no later than July 15.
- 1.6 Agency will participate in automatic aid boundary drop agreement with County Fire/CAL FIRE.
- 1.7 County shall confirm the final call volume and response distribution, and County's determination shall be final. Upon County's confirmation of final call volume and response distribution, Agency shall submit invoices to County. In no event, however, shall Agency submit invoices no later than September 1 of each year.

### 2. County Services:

- 2.1 County remains the authority having jurisdiction of CSA 115, which will include, but not be limited to, record keeping, financing, and payment for services. County will handle all intergovernmental and media relations for CSA 115.
- 2.2 County will determine the level of service to be provided in CSA 115 and retain responsibility for fire prevention and fire investigation.
- 2.3 County will establish standard response and shall validate all GIS road layer and parcel data. County Fire will be the owner and repository for all data collected within CSA 115.
- 2.4 County will maintain an agreement with Heartland Communications Facility Authority (HCF) for HCFA to provide all 911 dispatching data to the County.

**Revised 01 July 2018 Exhibit C – Payment Schedule**

**1. COMPENSATION**

Reimbursement for services will be based on standby rate and call volume. Call reimbursement will be based on the number of actual calls responded to within CSA 115. The agency filing the report for the incident will qualify for reimbursement for the response.

Reimbursement will be issued each year for the prior Fiscal Years' response. Each July, Agency and County will meet to discuss call volume and response distribution. Prior to the annual meeting, Agency will provide County preliminary call data (in Excel format) no later than June 1. Agency will include a summary of the data and any ambulance response data will be removed from the final tally. Reimbursement will be based on actual property tax revenue collected for CSA 115.

Distribution Calculation:

Standby Rate \$5,000 (each agency, per year)  
 Administrative Costs: 7% of total revenue for County costs

Thereafter, the County will pay Agency a proportionate share of the remaining Pool of Funds, based on actual call volume and incident response, not to exceed actual tax revenue collected for CSA 115 in the given fiscal year.

Agencies are responsible for reimbursing HCFA the established rate for dispatching in CSA 115 based on each district's allocation of calls.

See example below:

Sample Fiscal Year 2016-17 with 404 total calls in CSA 115:

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Total tax revenue FY 2016-17	\$401,795.00
Less administrative costs (7%)	\$28,125.65
Less standby rate (\$5,000 ea. Agency)	\$20,000.00
<b>Pool of funds remaining</b>	<b>\$353,669.35</b>
Reimbursement to Lakeside <i>145 calls, 35.9% of call total Lakeside to reimburse HCFA for 145 calls</i>	\$126,935.78
Reimbursement to Santee <i>38 calls, 9.4% of call total Santee to reimburse HCFA for 38 calls</i>	\$33,265.93
Reimbursement to El Cajon <i>150 calls, 37.1% of call total El Cajon to reimburse HCFA for 150 calls</i>	\$131,312.88
Reimbursement to San Miguel <i>71 calls, 17.6 of call total San Miguel to reimburse HCFA for 71 calls</i>	\$62,154.76

**2. CLAIM FOR PAYMENT**

Agency will submit an invoice to County, based on response data reviewed and agreed upon at the annual meeting and confirmed by County. Invoices must be received by County no later than September 1.

COUNTY CONTRACT NUMBER (~~insert Number~~) **552999**  
AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES  
FOR COUNTY SERVICE AREA 115

This Agreement ("Agreement") is made and entered into on the date shown on the signature page ("Effective Date") by and between the County of San Diego, a political subdivision of the State of California ("County") and the City of Santee ("Agency"), with reference to the following facts:

**RECITALS**

- A. WHEREAS, the County, by action of the Board of Supervisors on June 18, 2013, Minute Order No. 4, authorized the Director of Purchasing and Contracting to negotiate new contracts with fire agencies, and upon successful negotiation and determination of a fair and reasonable price, award contracts to improve fire protection and emergency response services in the unincorporated area; and
- B. WHEREAS Agency is specially trained and possesses certain skills, experience, education and competency to perform these services; and
- C. WHEREAS Agency and County are empowered by law to provide fire protection services including fire suppression measures, fire protection measures and emergency response services; and
- D. WHEREAS the Chief Administrative Officer made a determination that Agency can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter; and
- E. WHEREAS Agency has agreed to provide the services listed in Recital C above in exchange for a portion of the property tax revenue allocated to the County Service Area (CSA) 115 for fire protection services; and
- F. WHEREAS the Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit B Insurance Requirements and Exhibit C, Payment Schedule. In the event that any provision of the Agreement or its Exhibits, A, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1**  
**PERFORMANCE OF WORK**

- 1.1 **Standard of Performance.** Agency shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Agency by this Agreement.
- 1.2 **Agency's Representative.** The person identified on the signature page ("Agency's Representative") shall ensure that Agency's duties under this Agreement shall be performed on behalf of the Agency by qualified personnel; Agency represents and warrants that (1) Agency has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Agency's Representative has full authority to act for Agency hereunder.
- 1.3 **Agency as Independent Contractor.** Agency is, for all purposes of this Agreement, an independent Contractor, and neither Agency nor Agency's employees or subcontractors shall be deemed to be employees of the County. Agency shall perform its obligations under this Agreement according to the Agency's own means and methods of work which shall be in the exclusive charge and under the control of the Agency, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Agency nor Agency's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 **Agency's Agents and Employees or Subcontractors.** Agency shall obtain, at Agency's expense, all agents, employees and subcontractors required for Agency to perform its duties under this Agreement, and all such services shall be performed by Agency's Representative, or under Agency's Representative supervision, by persons authorized by law to perform such services. Retention by Agency of any agent, employee or subcontractor shall be at Agency's sole cost and expense, and County shall have no obligation to pay Agency's agents, employees or subcontractors; to support any such person's or entity's claim against the Agency; or to defend Agency against any such claim.

Any subcontract or consultant agreement, which is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the Agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). Agency shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Agency within 30 days after the effective date of the subcontract. Such subcontractors

3 0 8 3 0 0 COUNTY CONTRACT NUMBER (Insert Number) 5 5 2 9 9 9  
AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES  
FOR COUNTY SERVICE AREA 115

of Agency shall be notified of Agency's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Agency services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Agency Responsibility. In the event any subcontractor is utilized by Agency for any portion of the project, Agency retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Agency Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.

**ARTICLE 2**  
**SCOPE OF WORK**

- 2.1 Statement of Work. Agency shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Agency or any of Agency's employees, even though such equipment may be furnished, rented, or loaned to Agency by County. The acceptance or use of any such equipment by Agency or Agency's employees shall be construed to mean that Agency accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Agency, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
  - 2.3.1 Agency shall repair or replace, at Agency's expense all County equipment or fixed assets that are damaged or lost as a result of Agency negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Agency by County, or which Agency may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Agency may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Agency shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of a contract (e.g. has not been depreciated so that its value is zero), and which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Agency deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the Agency to retain the non-expendable property provided that the Agency submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Agency to return to the County the non-expendable property.

**ARTICLE 3**  
**DISENTANGLEMENT**

3.1 General Obligations

At County's discretion, Agency shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Agency and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Agency shall fully cooperate with County and any

552999

COUNTY CONTRACT NUMBER *(Insert Number)*  
AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES  
FOR COUNTY SERVICE AREA 115

new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Agency shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Agency shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Agency work done as part of the Disentanglement shall be performed by Agency and will be reimbursed by the County at no more than Agency's costs, up to the total amount of this Agreement. Agency shall not receive any additional or different compensation for the work otherwise required by the Agreement. Agency's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Agency of all asset-transfers and other obligations of Agency provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Agency that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Agency's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Agency's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Agency and County shall discuss in good faith a plan for determining the nature and extent of Agency's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Agency's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Agency shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Agency pursuant to any other clause in Exhibit A herein, Agency shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Agency and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Agency shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.2.1

3.3.3 Delivery of Documentation

Agency shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Agency, and Agency shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Agency may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Agency under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Agency without the prior written approval of the County. Agency and County understand that the other party must disclose certain records pursuant to the California Public Records Act.

052999

COUNTY CONTRACT NUMBER (Insert Number)  
AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES  
FOR COUNTY SERVICE AREA 115

- 3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**ARTICLE 4**  
**COMPENSATION**

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Agency the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Agency shall provide and maintain an accounting and financial support system to monitor and control costs to assure completion of the Agreement. Invoices are subject to the requirements below.

4.1 Fiscal for Cost Reimbursement (Rev. 7/15/08)

- 4.1.1 General Principles. Agency shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget (OMB), including A-122, which can be viewed at <http://www.whitehouse.gov/omb/circulars>. For-profit organizations shall use cost principles for commercial organizations set forth in the FAR (48 CFR part 31.2) to determine allowable costs. Agency shall comply with all federal, State and other funding source requirements. Agency shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County. Agency shall submit annually to the County a cost allocation plan in accordance with OMB guidelines.
- 4.1.2 Travel Restrictions. Allowable travel costs as provided in the applicable cost principles may not exceed those established by the General Services Administration (GSA) available on-line at <http://www.gsa.gov/portal/category/21287>
- 4.1.3 Agreement Budget. In no event shall the Exhibit C Agreement budget total be increased or decreased prior to County approved Agreement amendment. In no event shall County pay Agency in excess of the amount identified on the Signature Page.
- 4.1.4 Administrative Adjustment. The COR may make administrative Agreement adjustments to change or modify the budget as long as the total Agreement amount or Agreement term is not modified.
- 4.1.5 Agreement Amendment. An Agreement amendment signed by the Contracting Officer is required to modify the total Agreement amount or Agreement term.

4.2 Invoices and Payment

- 4.2.1 Invoices For Reimbursement. Agency shall submit properly executed annual invoices to the Contracting Officer's Representative ("COR") for reimbursement of allowable costs associated with the work performed in the prior fiscal year. Payments will be paid as described in paragraph 4.2.2 below. Agency's annual invoices shall be completed and submitted in accordance with written COR instructions and shall include a statement certifying whether it is in compliance with the debarment and suspension paragraph within Article 8.
- 4.2.2 Payments. County agrees to reimburse Agency after receipt of properly completed invoice. County will reimburse pursuant to the terms of Exhibit B. Agency shall maintain supporting documentation of expenses as specified in Articles 11 and 13. Payments will be made in arrears after receipt of properly completed invoice approved by the COR. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.2.3 Full Compensation. Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to Agency for the invoice. This Agreement constitutes the entire Agreement between Agency and County. Agency shall be entitled only to reimbursement for allowable, allocable and reasonable costs associated with services pursuant to Exhibit A.
- 4.2.4 Final Fiscal Year End Settlements. Agency shall submit the final invoice for reimbursement for services performed during the County fiscal year by the final fiscal year settlement date, which will be established by each department. This settlement date shall be no more than 60 calendar days from the end of the County fiscal year. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that fiscal year after this date. The County fiscal year shall be defined as July 1, through June 30, unless otherwise defined in this Agreement. |

552999

COUNTY CONTRACT NUMBER (Insert Number)  
AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES  
FOR COUNTY SERVICE AREA 115

- 4.2.5 Final Agreement Settlement Date. Agency shall submit the final invoice for reimbursement for services performed during the final fiscal year of the contract by the final contract settlement date, which shall be no more than 60 calendar days from the final date of the contract services. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during the final fiscal year of the contract after the final Agreement settlement date.
- 4.2.6 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.
- 4.2.7 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
- 4.2.7.1 Misrepresentation. Agency, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.2.7.2 Unauthorized Actions by Contractor. Agency took any action pertaining to this Agreement which required County approval, without having first received said County approval.
- 4.2.7.3 Default. Agency was in default under any terms and conditions of this Agreement.
- 4.2.7.4 Fees for Service. Agency implemented a schedule of fees to be charged to clients or third party client representatives without prior County approval.
- 4.2.8 Withholding Of Payment. County may withhold reimbursement until reports, data, audits, or other information required for Agreement administration or to meet County, State, Federal or other funding source reporting or auditing requirements are received and approved by COR or designee. County may also withhold payment if, in County's opinion, Contractor is in noncompliance with this Agreement.
- 4.2.9 Interpretation of Claim Provisions. As used in this Section, the term "claim" refers to a claim filed pursuant to San Diego County Code of Administrative Ordinances Article V-A., "Processing and Certification of Routine Claims." The term "claim" as used in this Article 4 does not refer to a claim filed pursuant to San Diego County Code of Administrative Ordinances, Article X, "Claims Against the County."
- 4.2.10 Severability Limits. Severability pertains only to those Agreements that originate in one fiscal year and end in another fiscal year. This Agreement is severable for and limited to the amounts in the attached budget. In no event shall Agency exceed the Severability Limits.
- 4.2.11 Partial Payment. If Agency fails to perform specified services, provide specified products or perform services or provide products timely and in accordance with specified requirements, Agency shall be paid only the reasonable cost for the services performed or products provided for the payment period as determined by the COR.
- 4.2.12 Rate of Expense. Agency shall control its rate of expense in relation to units of service and anticipated revenues.
- 4.2.13 Agency shall inform the COR when it is anticipated that the need for services will exceed the approved service units and budget; however, Agency's claim/invoice shall not exceed the approved budget.

Any records of revenues, expenditures and/or clinical records under this Agreement shall be subject to compliance with Federal, State or local laws or regulations and may be audited and/or reviewed by the County and/or the appropriate Federal, State or County agency. In the event of an audit disallowance of any claimed cost which is subject to compliance with Federal, State or local law or regulations, Agency shall be liable for any costs or lost revenue resulting there from.

**ARTICLE 5**  
**AGREEMENT ADMINISTRATION**

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
- 5.1.1 County's COR will chair Agency progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Agency invoices for payment, audit and inspect records, inspect Agency services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.

COUNTY CONTRACT NUMBER *(Insert Number)* **55-2993**  
AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES  
FOR COUNTY SERVICE AREA 115

5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COR and Agency. All inquiries about such AA will be referred directly to the COR.

5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Agency to review the Agreement performance. At these meetings the COR will apprise the Agency of how the County views the Agency's performance and the Agency will apprise the County of problems, if any, being experienced. The Agency shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Agency consider being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Agency. Should the Agency not concur with the minutes, the Agency shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

**ARTICLE 6**  
**CHANGES**

6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.

6.2 Claims. Agency must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Agency of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Agency's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Agency from proceeding with this Agreement as changed.

**ARTICLE 7**  
**SUSPENSION, DELAY AND TERMINATION**

7.1 Termination For Default. Upon Agency's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Agency written notice specifying the cause. The notice will give Agency ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Agency without any prior notice or opportunity to cure.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Agency was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

Upon County's breach of this Agreement, Agency shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, Agency will send County written notice specifying the cause. The notice will give County ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to Agency in curing the default, unless a different time is given in the notice. If Agency determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, Agency may terminate this Agreement immediately upon issuing oral or written notice to the County without any prior notice or opportunity to cure.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the County was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the Agency, be the same as if the notice of termination had been issued pursuant to such clause.

7 0 2 8 2 3

COUNTY CONTRACT NUMBER (Insert Number) **552999**  
AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES  
FOR COUNTY SERVICE AREA 115

- 7.2 County Exemption From Liability. In the event there is a reduction of funds made available by County to Agency under this or subsequent Agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Agency and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.3 Termination For Convenience. Either party may terminate this Agreement by giving 90 days' written notice to the other party.
- 7.4 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**ARTICLE 8**

**COMPLIANCE WITH LAWS AND REGULATIONS**

- 8.1 Compliance with Laws and Regulations. Agency shall at all times perform their obligations hereunder in compliance with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Agency shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Agency certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Agency shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Agency discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site ([www.co.san-diego.ca.us](http://www.co.san-diego.ca.us)).
- 8.5 Non Discrimination. Agency shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with Title IX of the Education Amendments of 1972; Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Agency shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome, AIDS-related complex (ARC), or AIDS-related status (ARS), as those terms are defined in Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances.
- 8.7 American With Disabilities Act (ADA) 1990. Agency shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Agency shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Agency agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes

COUNTY CONTRACT NUMBER *(insert Number)*  
 AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES  
 FOR COUNTY SERVICE AREA 115

designed to support or defeat any legislation pending before State and Federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Agency from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Agency's employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Agency agrees that the Agency and the Agency's employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to Agency or Agency's employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Agency shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other Agreement the Agency has with the County, if the Agency, or Agency's employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Hazardous Materials. Agency shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Agency agrees that they will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Agency agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Agency agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Agency shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

#### ARTICLE 9

#### CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Agency presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Agency shall not employ any person having any such interest in the performance of this Agreement. Agency shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Agency from any responsibility under this Agreement.

852999

COUNTY CONTRACT NUMBER *(Insert Number)*  
AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES  
FOR COUNTY SERVICE AREA 115

- 9.3.1. California Political Reform Act and Government Code Section 1090 Et Seq. Agency acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Agency hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Agency advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Agency, Agency shall abide by the Act. In addition, Agency acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.3 Limitation Of Future Agreements Or Grants. It is agreed by the parties to the Agreement that Agency shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, Agency shall be free to compete for business on an equal basis with other companies.
- 9.3.1 If Agency, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Agency shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Agency to prepare such specifications or statements of work under this Agreement.
- 9.3.2 Agency may not apply for nor accept additional payments for the same services contained in the Statement of Work.

**ARTICLE 10**  
**INDEMNITY AND INSURANCE**

10.1 Indemnity.

- 10.1.1. Claims Arising from Sole Acts or Omissions of County. The County hereby agrees to defend and indemnify Agency, its agents, officers and employees, from any claim, action or proceeding against Agency, arising solely out of the acts or omissions of County in the performance of the Agreement. At its sole discretion, Agency may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by the Agreement. Agency shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.
- 10.1.2. Claims Arising From Sole Acts or Omissions of Agency. Agency hereby agrees to defend and indemnify County, its agents, officers and employees from any claim, action or proceeding against County, arising solely out of the acts or omissions of Agency in the performance of the Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Agency of any obligation imposed by the Agreement. County shall notify Agency promptly of any claim, action or proceeding and cooperate fully in the defense.
- 10.1.3. Claims Arising from Concurrent Acts or Omissions: County hereby agrees to defend itself, and Agency hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and Agency. In such cases, County and Agency agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.1.5 of the Agreement.
- 10.1.4. Joint Defense: Notwithstanding paragraph 10.1.3 above, in cases where County and Agency agree in writing to a joint defense, County and Agency may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Agency and County. Joint defense counsel shall be selected by mutual agreement of County and Agency. County and Agency agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.1.5 of the Agreement. County and Agency further agree that neither party may bind the other to a settlement agreement without the written consent of both County and Agency.
- 10.1.5. Reimbursement and/or Reallocation: Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and District may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

- 10.2 Insurance. Prior to execution of this Agreement, Agency must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

552999

COUNTY CONTRACT NUMBER *(Insert Number)*  
AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES  
FOR COUNTY SERVICE AREA 115

ARTICLE 11  
AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

11.1 Audit And Inspection. Agency agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Agency's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Agency shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Agency to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Agency immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Agency fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Agency any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

11.2 External Audits. Agency will provide the following to their COR:

11.2.1 COR shall be advised of all pending audits by Federal or State representatives regarding Contracted services identified in this Agreement within seventy-two (72) hours of the Agency receiving notice of the audit.

11.2.2 Agency shall provide COR with a copy of the draft and final State or Federal audit reports within twenty four (24) hours of receiving them.

11.2.3 Agency shall provide COR a copy of the contractor's response to the draft and final State or Federal audit reports at the same time as response provided to the State or Federal representatives.

11.2.4 Agency shall provide COR a copy of the State or Federal audit's representative's response to the contractors' response within forty-eight (48) hours of receiving it. This will continue until the State or Federal auditors have accepted and closed the audit.

11.3 Availability. The materials described above shall be made available at the office of the Agency, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:

11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.

11.4.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.

11.4 Subcontract. The Agency shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

ARTICLE 12  
INSPECTION OF SERVICE

12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection

§ 5 3  
COUNTY CONTRACT NUMBER (Insert Number) **552959**  
AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES  
FOR COUNTY SERVICE AREA 115

and test by the County at all times during the term of this Agreement. Agency shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Agency's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Agency's performance.

- 12.2 Specification and Requirements. If any services performed by Agency do not conform to the specifications and requirements of this Agreement, County may require Agency to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Agency to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Agency fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Agency, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

**ARTICLE 13**

**USE OF DOCUMENTS AND REPORTS**

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Agency under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Agency without the prior written approval of the County.
- 13.2 Ownership, Publication, Reproduction And Use Of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Agency in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. County and Agency agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, County and Agency agree to only disclose confidential records where the holder of the privilege, whether the County, the Agency or a third party, provides written permission authorizing the disclosure. Agency understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Agency demands that County not disclose requested records Agency believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Agency's demand if Agency identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Agency of the request for disclosure of records. If Agency does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Agency agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) for records the County withholds from disclosure at Agency's direction. This Section 13.3 shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Agency's work under this Agreement. Those laws and regulations may be set forth in Exhibit A – Statement of Work. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.
- 13.4 Maintenance Of Records. Agency shall maintain all records and make them available within San Diego County for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition or longer where legally required or while under dispute. Agency shall provide any requested records to County within 48-hours of the request.

552999

COUNTY CONTRACT NUMBER *(Insert Number)*  
AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES  
FOR COUNTY SERVICE AREA 115

- 13.5 Custody Of Records. County, at its option, may take custody of Agency's client records upon Agreement termination or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Agency for examination and inspection.
- 13.6 Reports. Agency shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Agency. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Agency agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Agency shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Agency.
- 13.7 Evaluation Studies. Agency shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Agency services or to provide information about Agency's project.

**ARTICLE 14  
(RESERVED)**

**ARTICLE 15  
DISPUTES**

Disputes arising from this Agreement shall be informally negotiated by the Parties. Any disputes remaining after informal negotiation shall be submitted to mediation if mutually agreeable to Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

**ARTICLE 16  
GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Agency shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Agency and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

COUNTY CONTRACT NUMBER ~~(Insert Number)~~ 552999  
AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES  
FOR COUNTY SERVICE AREA 115

- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail or by email, as the case may be to the COR and Contractor's Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This agreement is intended solely for the benefit of the County and its Agency. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Agency letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for Contracted programs identified in this Agreement. Copies of publicity materials related to Contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding Contracted services identified in this Agreement.

52

552999

COUNTY CONTRACT NUMBER (Insert Number)  
AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES FOR  
COUNTY SERVICE AREA 115

SIGNATURE PAGE

**AGREEMENT TERM.** This Agreement shall be effective this Thirty-first day of December 31, 2015 ("Effective Date") and end on December 29, 2020 ("Initial Term") for a total Agreement period of 5 years.

**OPTION TO EXTEND.** The County's option to extend is for five increments of one year(s) each for a total of five years beyond the expiration of the Initial Term, not to exceed December 29, 2025, pursuant to Exhibit C Payment Schedule. Unless County notifies Agency in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written notice delivered to Agency no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to "Availability of Funds."

**COMPENSATION:** Pursuant to the payment terms specified in Exhibit C, County agrees to pay Agency in accordance with the method of payment stipulated in Article 4. It is understood that the parties will meet and confer on the contract price if adjustments are made to the scope of work for an extension of the term or terms. These discussions shall not obligate either party to make a requested adjustment to the scope of work or price except as otherwise set forth in this Agreement, nor shall it relieve either party of its obligations under the Agreement.

**COR.** The County has designated the following individual as the Contracting Officer's Representative ("COR")

Aimee Agle, Administrative Analyst  
5510 Overland Ave, Suite 100  
San Diego, CA 92123  
858/715-2208  
858/565-3499  
Aimee.Agle@sdcounty.ca.gov

**AGENCY'S REPRESENTATIVE.** The Agency has designated the following individual as the Agency's Representative.

Paul Malone, Interim City Manager  
10601 Magnolia Avenue  
Santee, CA 92071  
619/258-4100  
619/562-0649  
Pmalone@cityofsantecca.gov

IN WITNESS WHEREOF, County and Agency have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

By: John M. Pellegrino  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

Date: 4/8/16  
K Hill

City of Santee

By: Paul Malone  
Paul Malone, Interim City Manager

Date: 3/10/16

APPROVED AS TO FORM AND LEGALITY  
COUNTY COUNSEL

BY: [Signature]  
SENIOR DEPUTY

COUNTY CONTRACT NUMBER *(insert Number)* **552999**  
AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES FOR  
COUNTY SERVICE AREA 115

**Exhibit A – Statement of Work**

Agency agrees to the following provisions and to provide the following services in exchange for compensation under this Agreement. Services described herein shall commence April 1, 2016.

**Agency Services:**

Agency shall provide fire protection and emergency medical services following the State Incident Command System, as dispatched, following the closest resource concept.

Agency shall provide preliminary call data to County, no later than June 1 of each year, for incidents from the preceding July 1 – April 30 of each fiscal year.

Agency will receive reimbursement based on calls as dispatched. When multiple agencies respond to a specific call, all agencies responding to the call will receive reimbursement for that call.

Agency agrees to meet with County during the month of July each year to discuss and agree to the final calls per agency. Final call volume data for the entire fiscal year (July 1 – June 30) shall be provided to the County no later than July 15.

County shall confirm the final call volume and response distribution, and County's determination shall be final. Upon County's confirmation of final call volume and response distribution, Agency shall submit invoices to County. In no event, however, shall Agency submit invoices no later than September 1 of each year.

**County Services:**

County will retain administrative oversight of CSA 115 which will include, but not be limited to, record keeping, financing, and payment for services.

County will determine the level of service to be provided in CSA 115 and retain responsibility for fire prevention, fire investigation and dispatch.

01-32  
COUNTY CONTRACT NUMBER (Insert Number) 652999  
AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES FOR  
COUNTY SERVICE AREA 115

**Exhibit B – Insurance Requirements**

Within 10 working days of the inception of the Agreement, Agency shall submit to the County of San Diego (County) certificates of insurance and appropriate separate endorsements to the actual insurance policy, evidencing that Agency has obtained for the period of the Agreement, at its sole expense, insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A-, VII or a company of equal financial stability approved in writing by County's Risk Management Division.

- a. An occurrence policy of Commercial General Liability insurance insuring Agency against liability for bodily injury, personal injury or property damage arising out of or in connection with the Agency's performance of work or service under this Agreement of not less than \$3,000,000 per occurrence and \$3,000,000 general aggregate. The County of San Diego, its officers, agents, employees, and volunteers shall be added as Additional Insured by separate endorsement to the policy.
- b. Statutory Workers' Compensation, as required by State of California and Employer's Liability at \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- c. Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than \$3,000,000 each accident.
- d. Professional Errors and Omissions Liability: \$3,000,000 per claim with an aggregate limit of not less than \$3,000,000. Professional Liability required if Contractor provides or engages any type of Professional services, including, but not limited to, medical professionals, counseling or legal services.
- e. Improper Sexual Conduct: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.
- f. Certificates of insurance provided by Agency must evidence that the insurer providing the policy will give County written notice of cancellation in accordance with the policy provisions.

The County shall retain the right to review the coverage, form and amount of insurance required herein and may require Agency to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. County retains the right to demand a certified copy of any insurance policy required herein after 15 days notice.

Agency may fulfill some of all of the insurance requirements contained in this Agreement under a plan of self-insurance. Agency shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's self-insurance program is sufficient to adequately compensate for the lack of other insurance coverage required by the Agreement. Agency's utilization of self-insurance shall not in any way limit liabilities assumed by Agency under the Agreement.

COUNTY CONTRACT NUMBER ~~(Insert Number)~~ **552939**  
 AGREEMENT WITH THE CITY OF SANTEE FOR FIRE PROTECTION AND EMERGENCY SERVICES FOR  
 COUNTY SERVICE AREA 115

**Exhibit C – Payment Schedule**

**1. COMPENSATION**

Reimbursement for services will be based on standby rate and call volume. Call reimbursement will be based on the number of actual calls responded to within CSA 115. All agencies responding to the incident will qualify for reimbursement for the response.

Reimbursement will be issued each year for the prior Fiscal Years' response. Each July, Agency and County will meet to discuss call volume and response distribution. Prior to the annual meeting, Agency will provide County preliminary call data (in Excel format) no later than June 1. Agency will include a summary of the data and any ambulance response data will be removed from the final tally. Reimbursement will be based on actual property tax revenue collected for CSA 115.

Distribution Calculation:

Standby Rate \$5,000 (each agency, per year)  
 Administrative Costs: 5% of total revenue for prevention costs (County)

Thereafter, the County will pay Agency a proportionate share of the remaining Pool of Funds, based on actual call volume and incident response, not to exceed actual tax revenue collected for CSA 115 in the given fiscal year.

See example below:

Total Tax Revenue for Sample Fiscal Year: \$350,000

Administrative Costs (5%): \$17,500

Standby rate: \$20,000 (each Agency \$5,000)

Pool of funds remaining for reimbursement: \$312,500

Agency	# Calls	% of Total	Pool calculation (remaining fund x % call volume)	Standby	Total Reimbursement
Lakeside	700	28%	\$87,500	\$5,000	\$92,500
Santee	800	32%	\$100,000	\$5,000	\$105,000
El Cajon	500	20%	\$62,500	\$5,000	\$67,500
San Miguel	500	20%	\$62,500	\$5,000	\$67,500
Total	2,500	100%	\$312,500	\$20,000	\$332,500

**2. CLAIM FOR PAYMENT**

Agency will submit an invoice to County, based on response data reviewed and agreed upon at the annual meeting. Invoices must be received by County no later than September 1.

City of Santee  
**COUNCIL AGENDA STATEMENT**

6

**MEETING DATE** June 27, 2018

**AGENDA ITEM NO.**

**ITEM TITLE** CLAIM AGAINST THE CITY BY MICHELE FUMAR

**DIRECTOR/DEPARTMENT** Jessie Bishop, Director of Human Resources



**SUMMARY**

A claim was filed against the City by Michele Fumar. The claim has been reviewed by the City's Director of Human Resources prior to bringing it forward for consideration. The Director of Human Resources recommends this claim be rejected as provided in Government Code Section 913.

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

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

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MAB*

Reject claim as per Government Code Section 913.

**ATTACHMENTS**

None

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

7

**MEETING DATE** June 27, 2018

**AGENDA ITEM NO.**

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AWARDING THE CONSTRUCTION CONTRACT FOR THE CITYWIDE PAVEMENT REPAIR & MAINTENANCE PROGRAM 2018 PROJECT (CIP 2018-07 AND 2018-15) TO RAMONA PAVING AND CONSTRUCTION CORPORATION AND DETERMINING A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15301(c) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

**SUMMARY** This item requests City Council to award the construction contract for the Citywide Pavement Repair & Maintenance Program 2018 Project (CIP 2018-07 and 2018-15) to Ramona Paving and Construction Corporation in the amount of \$362,520.00. This project will resurface a total of 10 streets as identified in the Pavement Management Report. The streets are identified on the attached street list and included in the Citywide Pavement Management Analysis Report. The project will also resurface the Town Center Community Park East Parking lot, which is included in the Parking Lot Resurfacing Project (CIP 2018-35) as identified in the adopted Capital Improvement Program.

On June 7, 2018, eight bids were received and opened, with a low bid of \$362,520.00 submitted by Ramona Paving and Construction Corporation. Upon review by staff, the bid submitted by Ramona Paving and Construction Corporation in the amount of \$362,520.00 has been deemed a responsive and responsible bid and is 4.6% lower than the Engineer's Estimate of \$380,000.00. Staff also requests authorization for the Director of Development Services to approve change orders in a total amount not to exceed \$36,250.00 (10%) for unforeseen items and additional work.

**ENVIRONMENTAL REVIEW** The proposed improvements and removal/replacements result in no expansion of use. Pursuant to the California Environmental Quality Act (CEQA) guidelines, a Categorical Exemption is provided in Section 15301(c) for maintenance to existing streets.

**FINANCIAL STATEMENT** This project is included in the adopted Capital Improvement Program budget as part of the Pavement Roadway Maintenance Citywide projects. Funding for this project is provided by TransNet Local Street Improvements funds, SB1 funds and General Funds (Town Center Community Park East parking lot).

Design and Bidding	\$ 24,176.83
Construction Contract	362,520.00
Construction Change Orders	36,250.00
Construction Engineering/Management	25,000.00
Project Closeout	3,000.00
Total Project Budget	<u>\$ 450,946.83</u>

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *AJ for MDD*

Adopt the Resolution:

1. Awarding the construction contract for the Citywide Pavement Repair & Maintenance Program 2018 Project (CIP 2018-07 and 2018-15) to Ramona Paving and Construction Corporation for a total amount of \$362,520.00; and
2. Authorizing the Director of Development Services to approve change orders in a total amount not to exceed \$36,250.00; and
3. Approving a Categorical Exemption pursuant to Section 15301(c) of the California Quality Environmental Quality Act.

**ATTACHMENTS**

Resolution

Bid Summary

Street List

Project Maps

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
AWARDING THE CONSTRUCTION CONTRACT FOR THE CITYWIDE PAVEMENT  
REPAIR & MAINTENANCE PROGRAM 2018 PROJECT (CIP 2018-07 AND 2018-15)  
TO RAMONA PAVING AND CONSTRUCTION CORPORATION AND DETERMINING  
A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15301(c) OF THE  
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, the City Clerk, on June 7, 2018 publicly opened and examined sealed bids for the Citywide Pavement Repair & Maintenance Program 2018 (CIP 2018-07 and 2018-15) ("Project"); and

**WHEREAS**, the lowest received bid was submitted by Ramona Paving and Construction Corporation in the amount of \$362,520.00; and

**WHEREAS**, in accordance with Santee Municipal Code section 3.24.110 (E), staff has determined that the bid submitted by Ramona Paving and Construction Corporation conforms in all material respects to the requirements set forth in the invitation for bids; and

**WHEREAS**, Ramona Paving and Construction Corporation was found to be the lowest responsive and responsible bidder with their total bid amount of \$362,520.00; and

**WHEREAS**, staff recommends awarding the construction contract to Ramona Paving and Construction Corporation in the amount of \$362,520.00; and

**WHEREAS**, the project is categorically exempt from environmental review by section 15301(c) of the Guidelines to the California Environmental Quality Act; and

**WHEREAS**, staff requests authorization for the Director of Development Services to expend \$36,250.00 for unforeseen change orders and additional work.

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

**SECTION 1:** The project is categorically exempt from environmental review by section 15301(c) of the Guidelines to the California Environmental Quality Act as repair of existing roadway facilities.

**SECTION 2:** The construction contract for the Citywide Pavement Repair & Maintenance Program 2018 (CIP 2018-07 and 2018-15) is awarded to Ramona Paving and Construction Corporation as the lowest responsive and responsible bidder in the amount of \$362,520.00, and the City Manager is authorized to execute the contract on behalf of the City.

**SECTION 3:** The Director of Development Services is authorized to approve change orders in a total amount not to exceed \$36,250.00 for unforeseen items and additional work.

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

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 27<sup>th</sup> day of June, 2018 by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**ANNETTE ORTIZ, CITY CLERK**



# CITY OF SANTEE

**MAYOR**  
John W. Minto

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

June 7, 2018

## BID RESULTS

**Project:** Citywide Pavement Repair & Maintenance Program 2018  
(CIP 2018-07 and 2018-15)

**Bid Opening Date:** June 7, 2018 at 10:00 a.m.

### BIDS RECEIVED:

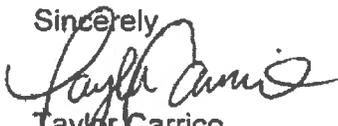
- |   |               |
|---|---------------|
| 1. Ramona Paving and Construction Corporation<br>License Number: 795526 | \$ 362,520.00 |
| 2. TC Construction Company, Inc.<br>License Number: 402459              | \$ 373,615.00 |
| 3. K.C. Equipment, Inc.<br>License Number: 426649                       | \$ 377,035.00 |
| 4. PAL General Engineering, Inc.<br>License Number: 916931              | \$ 401,735.00 |
| 5. Frank and Sons Paving, Inc.<br>License Number: 612545                | \$ 410,227.00 |
| 6. ATP General Engineering Contractors, LLC<br>License Number: 502506   | \$ 415,415.00 |
| 7. SRM Contracting and Paving<br>License Number: 626277                 | \$ 442,835.00 |
| 8. Hardy & Harper, Inc.<br>License Number: 215952                       | \$ 555,000.00 |

### SUB-CONTRACTORS LISTED FOR THE APPARENT LOW BIDDER:

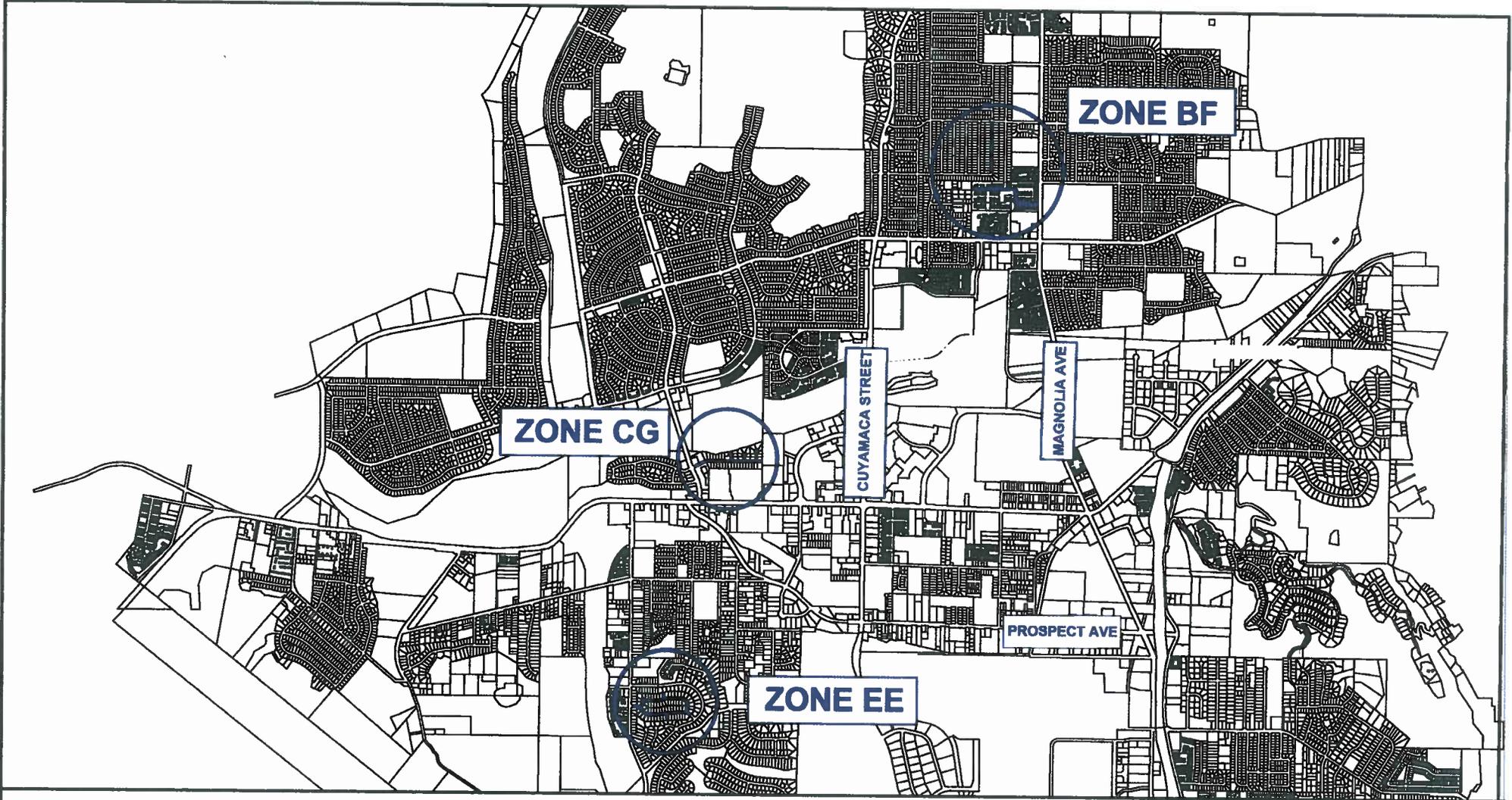
Company	License No.	Trade
Moore Twinning Associates, Inc.	506159	Geotechnical Testing
Pavement Coatings Co.	303609	RPMS Slurry Seal
Statewide Stripes, Inc.	788286	Striping
Telfer Pavement Technologies, LLC	1005314	Paving Fabric

To review submitted bid documents, please contact the Office of the City Clerk at (619) 258-4100 ext. 114.

Sincerely

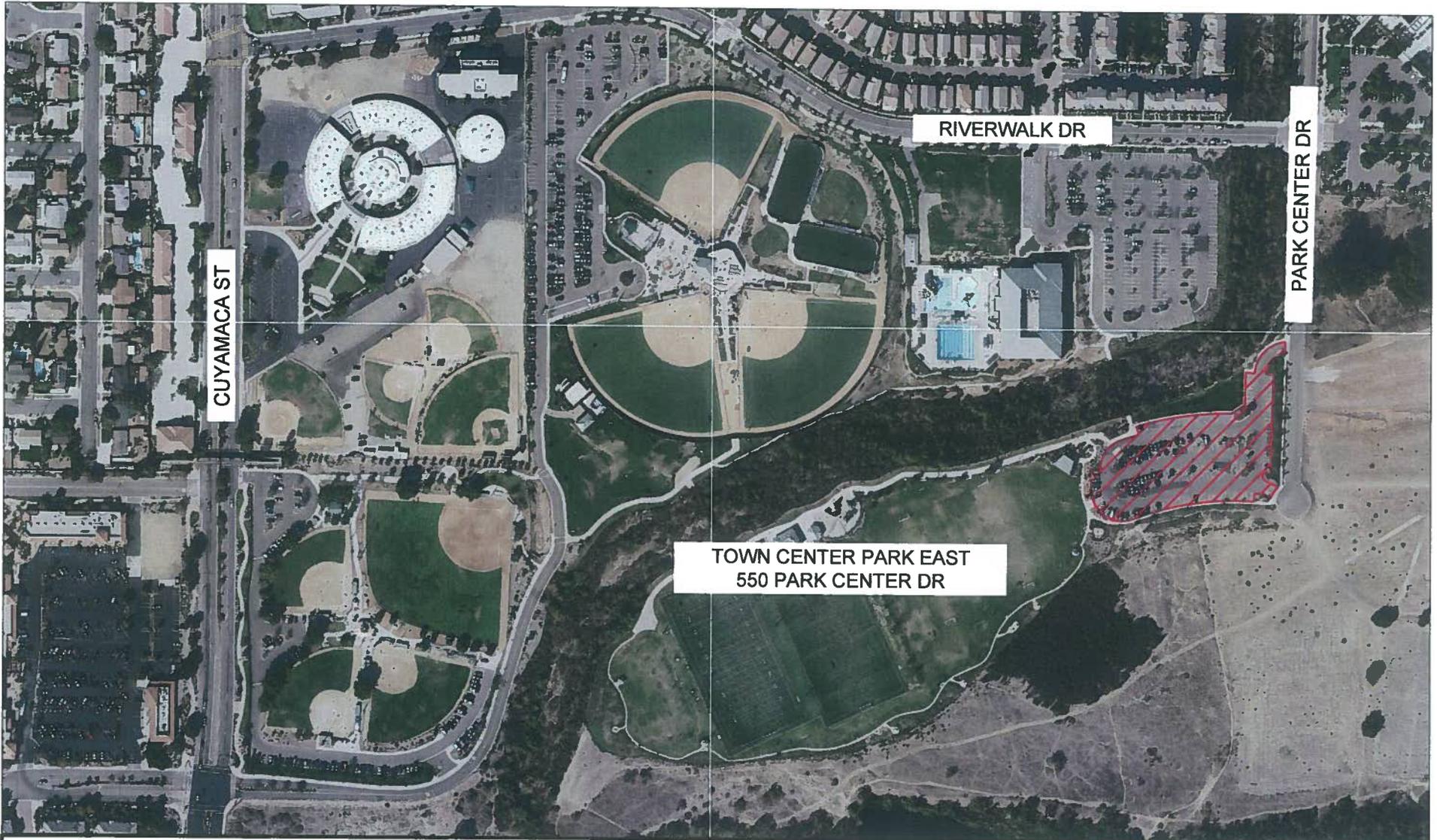
  
Taylor Carrico  
Assistant Engineer

<b>City of Santee - Citywide Pavement Program 2018</b>		
<b>CIP 2018-07</b>		<b>Rev. 5/1/18</b>
<b>Street Name</b>	<b>Begin</b>	<b>End</b>
Carefree Dr	Magnolia Ave	End
Colvin Dr	Todos Santos Dr	End
Fanita Rancho Rd	Fanita Dr	Farrington Dr
Todos Santos Dr	Fanita Rancho Rd	Fanita Rancho Rd
Willowgrove Ave	Carlton Hills Blvd	End
Willowgrove Cir	Willowgrove Ave	End
Willowgrove Ct	Willowgrove Ave	End
Willowgrove Pl	Willowgrove Ave	End
Wilvinn Ln	Fanita Rancho Rd	End
Woodrose Ave	Beck Dr	El Nopal
Town Center Community Park - South Parking Lot		



**Citywide Pavement Repair & Maintenance Program 2018  
(CIP 2018-07 and 2018-15)  
Project Map**





Citywide Pavement Repair & Maintenance Program 2018 (CIP 2018-07 and 2018-15) Project Map

TOWN CENTER COMMUNITY PARK EAST

 Project Limits  
Sheet 1 of 1

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

**MEETING DATE** June 27, 2018

**AGENDA ITEM NO.**

**ITEM TITLE** A PUBLIC HEARING FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AMENDING TITLE 17 ("ZONING ORDINANCE") OF THE CITY OF SANTEE MUNICIPAL CODE TO DEFINE "MICRO-BREWERY" AND ADD "MICRO-BREWRIES" AS A PERMITTED USE IN THE GENERAL COMMERCIAL (GC) ZONE, AND APPROVING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15305 OF THE CEQA GUIDELINES (CASE FILE: ZOA 2018-2)

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



**SUMMARY**

The City has received interest from small-scale craft brewers to locate within the City's commercial district. However, such a use is currently not listed as a permissible commercial use in the City's Zoning Ordinance. Micro-breweries represent small beer manufacturers who produce less than 15,000 barrels of beer per year for on-and/or off-site consumption. Micro-breweries often include a restaurant. The small scale and service-oriented operations of micro-breweries would be comparable to the operations and impacts of restaurants and accessory cocktail lounges or bars, which are permitted uses in commercial zones.

In evaluating the intent and purpose of the various commercial zones, the General Commercial (GC) Zone would be the most appropriate zone for micro-breweries, as this zone is "intended for general commercial activities and services of a more intensive nature" when compared to the Neighborhood Commercial and Office Professional Zones.

As such, proposed at this time is an amendment to Section 17.04.140 ("Definitions") to add a definition for "Micro-brewery" and to Section 17.12.030 ("Commercial and office use regulations") to allow "Micro-breweries" in the General Commercial (GC) Zone as a permitted use.

**ENVIRONMENTAL REVIEW** The proposed ordinance, which would amend Title 17 of the Santee Municipal Code, is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15305. The proposed ordinance adding a definition and land use category of similar intensity to currently listed permitted uses constitutes a minor change in land use limitations and is consistent with Section 15305 of the CEQA Guidelines.

**FINANCIAL STATEMENT**  Staff time expended on this project is supported by the General Fund.

**CITY ATTORNEY REVIEW**  N/A  Completed

- RECOMMENDATION** 
1. Conduct and close the public hearing; and
  2. Find that the Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15305; and
  3. Introduce the Ordinance for first reading and schedule the Ordinance for a second reading on July 25, 2018.

**ATTACHMENTS**

Staff Report  
Draft Ordinance

## STAFF REPORT

**A PUBLIC HEARING FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AMENDING TITLE 17 (“ZONING ORDINANCE”) OF THE CITY OF SANTEE MUNICIPAL CODE TO DEFINE “MICRO-BREWERY” AND ADD “MICRO-BREWERIES” AS A PERMITTED USE IN THE GENERAL COMMERCIAL (GC) ZONE, AND APPROVING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15305 OF THE CEQA GUIDELINES  
CASE FILE: ZOA 2018-2**

**CITY COUNCIL MEETING  
JUNE 27, 2018**

A Notice of Public Hearing was published in East County Californian on June 14, 2018. Notice was also provided to the Chamber of Commerce, the Building Industry Association and local breweries.

### **A. BACKGROUND**

The craft brewing industry in California has experienced tremendous growth over the past decade. Craft breweries, which are typically denominated as micro-breweries, are local breweries that are small in scale, producing less than 15,000 barrels of beer per year. According to the California Craft Brewers Association, a non-profit trade association that tracks the craft brewing industry in California, the number of craft brewers in California has grown from 200 breweries in 2000 to more than 900 breweries currently in operation statewide. As the growth in this industry has accelerated and State licensing laws for micro-breweries have been relaxed, several small-scale craft brewers have expressed interest in establishing micro-breweries in the commercial areas of the City. However, the City currently does not define micro-breweries nor expressly permit them in the commercial zones. The proposed Zoning Ordinance Amendment would allow micro-breweries, as currently defined and licensed by the California Department of Alcoholic Beverage Control in the City’s General Commercial Zone.

The California Department of Alcoholic Beverage Control (ABC) currently licenses micro-breweries under a Type 23 Small Beer Manufacturer. Although ABC does not provide a clear, single definition for micro-breweries, it describes micro-breweries as small-scale brewery operations that produce less than 15,000 barrels a year primarily for off-premise local and/or regional consumption, but which may include a restaurant or bar as part of the brewery for on-premise consumption. Given that the craft brewers average less than 5,800 barrels of production per year according to the Brewer’s Association, most craft brewers, including those with pubs and restaurants, would be classified as micro-breweries.

**B. PROPOSED CHANGES**

Section 17.04.140(C) (“Definitions”) would be amended to add a definition for “Micro-brewery” in alphabetical order as follows:

“Micro-brewery” means a small-scale brewery operation that produces less than 15,000 barrels per year, with on-site and/or off-site consumption, and with or without a pub or restaurant, as licensed by the California Department of Alcoholic Beverage Control.”

Section 17.12.030 (“Commercial and office use regulations”) would be amended to allow “Micro-breweries” in the General Commercial (GC) Zone as a permitted use, as follows:

<b>TABLE 17.12.030A USE REGULATIONS FOR COMMERCIAL/OFFICE DISTRICTS</b>			
<b>USE</b>	<b>OP</b>	<b>NC</b>	<b>GC</b>
29. Food and beverage sales or service			
(a) Cocktail lounge, bar or tavern			
(i) Not accessory to a restaurant and with or without entertainment, other than adult related	C	C	C
(ii) Accessory to a restaurant, coffee shop and with or without entertainment, other than adult related	P	P	P
(b) Nightclubs or dance halls, not including adult related entertainment	—	C	C
(c) Snack bars, delicatessens, or refreshment stands, take-out only, and accessory to an office use	P	P	P
(d) Fast food restaurants with drive-in or drive-through service	—	C	C
(e) Restaurants or coffee shops, other than fast food with or without alcoholic beverages and without entertainment	P	P	P
(f) Supermarkets (including the sale of alcoholic beverages)	—	P	P
(g) Convenience markets	—	P	P
(h) Liquor stores	—	C	C
(i) Clubs and lodges with alcoholic beverage service	—	C	C
<b>(j) Micro-breweries, provided all equipment, supplies and materials are kept within an enclosed building</b>	—	—	<b>P</b>

### **C. ANALYSIS**

Currently, restaurants that serve alcohol and that may include a cocktail lounge or bar are a permitted use in the General Commercial, Office/Professional, and Neighborhood Commercial Districts.

Because the Office/Professional District, as described in the Zoning Ordinance, is intended primarily for the development of professional/administrative offices and personal services rather than commodities, micro-brewery use is not included in the proposed amendment at this time. Similarly, because the Neighborhood Commercial District is intended to provide areas for immediate day-to-day convenience shopping and services for the residents of the immediate neighborhood, micro-brewery use is not included in the proposed amendment at this time.

Because the General Commercial District is intended for general commercial activities and services of a more intensive nature than the two Districts described above, the proposed amendment would add micro-breweries to the list of permitted uses. Micro-breweries have the added component of producing a commodity (beer) on the premises. This added activity would make the General Commercial District more appropriate for the establishment of micro-breweries.

Parking, noise, and lighting standards for micro-breweries would be regulated by existing standards in the Municipal Code. Due to the potential for outdoor storage due to manufacturing component of a micro-brewery, the proposed Zoning Ordinance Amendment would require that all equipment, supplies and materials associated with the micro-brewery be kept within an enclosed building. Furthermore, if there is an issue with crime in the area where a potential micro-brewery wishes to establish or there is an over-concentration of businesses that sell alcohol for off-premise consumption in the census tract where a micro-brewery wishes to establish, ABC would require the City to make a Determination of Public Convenience or Necessity (PCN). PCNs are reviewed and approved by the Director of Development Services after consulting with the Sheriff's Department. If there is an issue with crime or the over-concentration of alcohol sales in a certain area, the City would have the opportunity to deny the requested PCN.

The proposed Zoning Ordinance would accommodate most types of small-scale craft brewers within the General Commercial Zone.

### **D. ENVIRONMENTAL DETERMINATION**

The California Environmental Quality Act ("CEQA") exempts certain projects and activities from its environmental review requirements. As relevant to this Ordinance, State CEQA Guidelines section 15305 exempts minor alterations in land use limitations, so long as those alterations do not result in changes in land use or density. The proposed ordinance adding a definition and land use category of similar intensity to

currently listed permitted uses constitutes a minor change in land use limitations and is consistent with Section 15305 of the CEQA Guidelines.

**E. STAFF RECOMMENDATION**

1. Conduct and close the public hearing; and
2. Find that the Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15305; and
3. Introduce the Ordinance for first reading and schedule the Ordinance for a second reading on July 25, 2018.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AMENDING TITLE 17 (“ZONING ORDINANCE”) OF THE CITY OF SANTEE MUNICIPAL CODE TO DEFINE “MICRO-BREWERY” AND ADD “MICRO-BREWERIES” AS A PERMITTED USE IN THE GENERAL COMMERCIAL (GC) ZONE, AND APPROVING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15305 OF THE CEQA GUIDELINES (CASE FILE: ZOA 2018-2)**

**WHEREAS**, the craft brewing industry is a major growth industry in California growing from 200 breweries in 2000 to more than 900 breweries currently in operation statewide; and

**WHEREAS**, current City regulations do not make accommodations for craft brewing within the City’s established commercial districts; and

**WHEREAS**, craft brewing is an important industry in the City with four existing craft breweries located within the industrial districts of the City; and

**WHEREAS**, most small-scale craft breweries can be classified as micro-breweries; and

**WHEREAS**, existing State law allows for the establishment of micro-breweries in commercial districts contingent upon local enabling ordinances; and

**WHEREAS**, micro-breweries are licensed and regulated by the California Department of Alcoholic Beverage Control; and

**WHEREAS**, micro-breweries are similar in scale and intensity to currently permissible uses in the General Commercial (GC) Zoning District of the City; and

**WHEREAS**, the Zoning Ordinance currently does not have a definition for micro-brewery; and

**WHEREAS**, it is necessary to add a definition for “micro-brewery” in Section 17.04.140 (“Definitions”) of the Zoning Ordinance; and

**WHEREAS**, the Zoning Ordinance currently does not expressly permit micro-breweries in a commercial zone; and

**WHEREAS**, it is necessary to amend Section 17.12.030 (“Commercial and office use regulations”) of the Zoning Ordinance to allow “Micro-breweries” in the General Commercial (GC) Zone as a permitted use; and

**WHEREAS**, micro-breweries are a functional and viable use in the General Commercial (GC) Zone; and

**ORDINANCE NO. \_\_\_\_\_**

**WHEREAS**, the proposed changes to Title 17 of the Santee Municipal Code are consistent with Goal 6.0 of the Land Use Element of the General Plan to “promote development of a well-balanced and functional mix of residential, commercial, industrial, open space, recreation, and civic uses that will create and maintain a high quality environment”.

**NOW, THEREFORE**, the City Council of the City of Santee, California, does ordain as follows:

**SECTION 1.** The City Council finds that this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15305.

State CEQA Guidelines section 15305 exempts minor alterations in land use limitations. Here, the Ordinance adding a definition and land use category of similar intensity to currently listed permitted uses in the same zoning district constitutes a minor change in land use limitations and is consistent with Section 15305 of the CEQA Guidelines.

**SECTION 2.** The City Council hereby finds that all of the foregoing recitals and the staff report presented herewith are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

**SECTION 3.** Title 17 (“Zoning Ordinance”) of the Santee Municipal Code is hereby amended with the following additions to Section 17.04.140 (“Definitions”) and Section 17.12.030 (“Commercial and office use regulations”) to read as follows:

**Section 17.04.140 “Definitions”**

Section 17.04.140(C) is hereby amended by adding the following definition:

“Micro-brewery” means a small-scale brewery operation that produces less than 15,000 barrels of beer per year, with on-site and/or off-site consumption, and with or without a pub or restaurant, as licensed by the California Department of Alcoholic Beverage Control.”

**Section 17.12.030 (“Commercial and office use regulations”)**

TABLE 17.12.030A USE REGULATIONS FOR COMMERCIAL/OFFICE DISTRICTS is hereby amended to read as follows:

Add subsection (B) (29) (j) to allow micro-breweries in the General Commercial (GC) District as a permitted use as follows:

<b>USE</b>	<b>OP</b>	<b>NC</b>	<b>GC</b>
(j) Micro-breweries, provided all equipment, supplies and materials are kept within an enclosed building	—	—	P

**ORDINANCE NO. \_\_\_\_\_**

**SECTION 4.** Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 5.** Upon adoption of the Ordinance, the added text shown shall be incorporated into the Zoning Ordinance.

**SECTION 6.** This Ordinance shall become effective thirty (30) days after its passage.

**SECTION 7.** The City Clerk is hereby directed to certify the adoption of this ordinance, to file a Notice of Exemption, and cause the same to be published as required by law.

**INTRODUCED AND FIRST READ** at a Regular Meeting of the City Council of the City of Santee, California, on the 27th day of June, 2018, and thereafter **ADOPTED** at a Regular Meeting of said City Council held on the 25th day of July, 2018, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**ANNETTE ORTIZ, CITY CLERK**

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

9

**MEETING DATE**      June 27, 2018

**AGENDA ITEM NO.**

**ITEM TITLE**      PUBLIC HEARING ON A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, APPROVING THE STAFF REPORT AND AUTHORIZING A SPECIAL ASSESSMENT ON CERTAIN PARCELS OF LAND THAT RECEIVED ADMINISTRATIVE CITATIONS FOR MUNICIPAL CODE VIOLATIONS AND/OR ADMINISTRATIVE FEES FOR WHICH COSTS HAVE NOT BEEN PAID BY THE OWNER(S) OF RECORD OF SAID PARCELS

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

**BACKGROUND**

The City of Santee adopted Municipal Code Section 1.14 in 2007, to authorize the issuance of administrative citations and the collection of administrative fines for Municipal Code violations. Fiscal year to date, approximately 380 investigations have been conducted by staff in the Storm Water and Code Enforcement Divisions. This item addresses five past-due administrative citations that remain unpaid which are associated with three Assessor's Parcel Numbers and subject to the special assessment process.

This is an annual process to collect past due fines that were imposed when property owner(s) willingly allowed code violations to exist at their properties. For each citation that is issued, multiple Courtesy Notices and Notices of Violation are issued, guidance is provided, and ample opportunity is provided to correct the violation and bring the property into compliance with the Municipal Code. When corrective actions are not implemented within the timeline provided, an Administrative Citation (monetary penalty) is issued. A cited party has the right to appeal and request an administrative hearing within thirty (30) days from the date of the citation. No appeals were filed.

In accordance with the Municipal Code, staff recommends that City Council approve all past due fines, late fees, and interest be added to the tax roll as identified in Exhibit "A." With Council approval past due balances will be added to the tax roll as a special assessment/lien for each respective parcel and will be paid at the same time and manner as property taxes.

**ENVIRONMENTAL REVIEW**      N/A

**FINANCIAL STATEMENT** 

Collection of these past-due citations will total \$1,385.00

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** 

1. Conduct and close public hearing; and
2. Adopt Resolution authorizing special assessments.

**ATTACHMENTS**

Staff Report  
Resolution  
Exhibit "A"  
Site Location Map

## **STAFF REPORT**

### **HEARING FOR A REPORT AND ACCOUNT OF UNPAID ADMINISTRATIVE CITATIONS AND ESTABLISHMENT OF SPECIAL ASSESSMENTS**

**CITY COUNCIL MEETING  
June 27, 2018**

#### **ADMINISTRATIVE CITATION REGULATIONS AND PROGRAM STATUS**

In accordance with Chapter 1.14 of the Santee Municipal Code entitled "Administrative Citations and Fines," Code Enforcement Staff responds to complaints and inspects and identifies properties that have Municipal Code Violations. As a part of this process, property owners are given specific timelines to take corrective actions, pay the citation, and/or appeal the Administrative Citations(s). The majority of property owners responded promptly to notices alerting them to comply with Municipal Codes. Of over 380 investigations/inspections conducted, 46 citations were issued (10 specific to storm water and 36 for all other code violations). Of the 46 citations issued, five remain unpaid which are associated with three Assessor's Parcel Numbers and are subject to the special assessment process.

Both commercial and residential properties comprise this list and include the following:

- One (1) storm water specific code violation
- Two (2) code violation cases

#### **SPECIAL ASSESSMENT**

Exhibit "A" provides an itemized report showing the past due Administrative Citation plus late fees and interest for all three (3) properties. None of the parties listed have paid the Citation or responded to multiple reminder notices which were sent by City Staff. Copies of each Administrative Citation are available for public review.

If approved, the amounts due become special assessments upon respective parcels of land and are required to be paid at the same time and same manner as regular property taxes. The funds collected through the tax roll will be reimbursed to the City.

Notice of Public Hearing was published in the East County Californian on June 14, 2018 and the owners subject to assessment were notified individually by U.S. Mail on June 13, 2018.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,  
CALIFORNIA, APPROVING THE STAFF REPORT AND AUTHORIZING A SPECIAL  
ASSESSMENT ON CERTAIN PARCELS OF LAND THAT RECEIVED  
ADMINISTRATIVE CITATIONS FOR MUNICIPAL CODE VIOLATIONS AND/OR  
ADMINISTRATIVE FEES FOR WHICH COSTS HAVE NOT BEEN PAID BY THE  
OWNER(S) OF RECORD OF SAID PARCELS**

**WHEREAS**, the Santee Municipal Code Chapter 1.14 provides for the issuance of Administrative Citations for Municipal Code Violations; and

**WHEREAS**, any person who violates the Municipal Code, any condition of approval of a Permit or Entitlement, any condition or provision of an Environmental Review, or any term or condition of any City Agreement may be issued an Administrative Citation (Chapter 1.14, SMC); and

**WHEREAS**, each and every day that a violation of any provision of the Municipal Code, any condition of approval of a Permit or Entitlement, any condition or provision of an Environmental Review, or any term or condition of any City Agreement continues to exist constitutes a separate and distinct offense. A separate citation may be issued for each day such violation continues to exist (Chapter 1.14, SMC); and

**WHEREAS**, the owner of record of each parcel was notified in writing on multiple occasions to correct the on-site violation(s) from their respective parcel(s) of land; and

**WHEREAS**, a civil fine was assessed by means of an Administrative Citation issued by the Enforcement Officer to each property owner of each parcel payable directly to the City of Santee (Chapter 1.14, SMC); and

**WHEREAS**, courtesy reminders were mailed indicating that if the Administrative Citation(s) was not paid, then late fees and interest would be incurred and an invoice was mailed to the owner of record and payment has not been made; and

**WHEREAS**, notices of pending tax lien were mailed to the owners of record.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Santee, California the three (3) properties as shown below, failed to comply with the mandatory requirements of the ordinances of the City of Santee and were subsequently issued an Administrative Citation and/or fine(s) in accordance with Chapter 1.14 of the Municipal Code.

**BE IT FURTHER RESOLVED** that the fines listed in the following table have not been paid are hereby approved to be added as a special tax assessment/lien upon the respective parcels of land, as shown upon the last available assessment roll until paid in full.

<b>Parcel Number</b>	<b>Assessed Amount</b>
380-243-06-00	\$420.00
381-362-03-00	\$595.00
760-239-38-00	\$370.00
<b>TOTAL PARCELS</b>	<b>3</b>
<b>TOTAL ASSESSMENT</b>	<b>\$1,385.00</b>

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby authorized to take all steps necessary to certify and record this resolution with the appropriate agency.

**ADOPTED** by the City Council of the City of Santee, California, at a regular meeting thereof held this 27<sup>th</sup> day of June 2018, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**ANNETTE ORTIZ, CITY CLERK**

**EXHIBIT "A"**  
**Santee Administrative Citation Program**  
**Account of Unpaid Administrative Citations**

<b>Parcel</b>	<b>Site Address</b>	<b>Assessed Amount</b>	<b>Storm Water or Code Compliance</b>	<b>Violation</b>
381-362-03-00	10922 Collinwood Dr.	\$595.00	Code Compliance	Junk, trash and debris
760-239-38-00	101 Riverview Pkwy.	\$370.00	Storm Water	Annual BMP certification not submitted
380-243-06-00	9433 Terrywood Rd.	\$420.00	Code Compliance	Weeds, junk, trash & debris
<b>TOTAL</b>				
	<b>3 Properties</b>	<b>\$1,385.00</b>		

**Fiscal Year 2017-2018**



City of Santee  
10601 Magnolia Avenue  
Santee, CA 92071  
619/258-4100 ext. 167

Citation # **No. 1491**  
Case # 2417-159

orig. - certifi-  
copy - regular  
9/7/17

### ADMINISTRATIVE CITATION

1st Citation - \$100	2nd Citation - \$200 <i>(x) 200.00</i>	3rd Citation - \$500	4th & Subsequent Citation(s) - \$1,000
----------------------	---	----------------------	--

These civil fines are calculated per violation, per violation, per occurrence, and are cumulative. Payment does not excuse correction of the violation(s), nor shall it bar further enforcement action by the City. Payment of \$ 200.00 is due no later than 30 days from issue date (see reverse side for payment instructions).

**IMPORTANT INFORMATION:** If you fail to correct the violation(s) by the correction date or re-violate anytime within 18 months, the next level Administrative Citation may be issued.

Date Citation Issued <u>09-06-17</u>	Date Violation Observed <u>09-16-17</u>	Time: AM/PM <u>1:15</u>	Day of Week <u>WEDNESDAY</u>
Location of Violation (Address) <u>10922 COLLEWOOD WILLOW</u>		Assessor's Parcel Number <u>381-362-03-00</u>	
Person Cited: Last <u>BRACKEN, BETH</u>	First <u>C.</u>	Middle	
Title/Relationship to the Violation <u>PROPERTY OWNER</u>		Business Name (if applicable) <u>NONE</u>	
Mailing Address <u>1553 FAIROAKS CT. FAIRFIELD CA 94534</u>		Phone Number <u>UNKNOWN</u>	
Code Sections Violated	Description of Violation(s)		
<u>17.10.060 A - SMC</u>	<u>JUNK, TRASH, BIKES</u>		
	<u>SCRAP LUMBER (FRONT</u>		
	<u>AND SIDE YARDS)</u>		

**Corrections Required**

DISPOSE OF JUNK, TRASH, BIKES AND SCRAP LUMBER OR MOVE TO A LOCATION WHERE NOT VISIBLE FROM PUBLIC RIGHT-OF-WAY OR ADJACENT PROPERTY

Santee Municipal Code 1.14.140: 25% Late Charge and 10% Monthly Interest if

Citation is not paid within 30 days.

Correction Date: 09-16-17

(619) 258-4100 EXT. 121

ISSUING ENFORCEMENT OFFICER TELEPHONE NO.	OFFICERS SIGNATURE AND DATE
Officers Name (Print) <u>M. JOHNSON</u>	<u>M. Johnson 09/06/17</u>
PERSON CITED:	
Violators Signature: _____	Date: _____

Signing this citation acknowledges receipt only, and is not an admission of guilt

Copy to: \_\_\_\_\_

Citation Served  In person to: \_\_\_\_\_  Posted on Property  Other: CERTIFIED MAIL

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND PAYMENT INSTRUCTIONS REGULAR MAIL

WHITE: CE FILE COPY      YELLOW: PERSON CITED      ELECTRONIC COPY TO FINANCE AND CITY CLERK

**ORDER.** You are hereby ordered to: (1) Immediately cease committing the code violation(s) listed on the front of this citation, (2) Not repeat the violation(s), and (3) pay the fine indicated on the front of this administrative citation.

**ADMINISTRATIVE CITATIONS.** Santee Municipal Code Chapter 1.14 provides for the issuance of administrative citations for Municipal Code violations. There are four levels of citations that can be issued for a violation: The civil fines, as indicated on the front of the citation, and subsequent citations are calculated per violation, per occurrence and are cumulative. A warning, if issued, does not incur a fine and, therefore, is not appealable.

**RIGHT OF APPEAL.** Any recipient of an administrative citation may contest that there was a violation of the Municipal Code, condition of approval of a permit or entitlement, condition or provision of an environmental review, or term or condition of any City agreement, or that he or she is the responsible person by completing a request for hearing form and returning it to the City Clerk's office, located at the address listed on the front of the citation, within thirty (30) days from the issue date of the administrative citation. The request for hearing form must be accompanied by either an advanced deposit of the fine or a request for hardship waiver pursuant to Chapter 1.14 of the Municipal Code. Failure of any person to properly file a written appeal within thirty (30) days from the issue date of the administrative citation shall constitute a waiver of his or her right to an administrative hearing and adjudication of the administrative citation, or any portion thereof and the total amount of the fine.

**HARDSHIP WAIVER.** A person who files a request for a hearing pursuant to Chapter 1.14 of the Municipal Code may also request at the same time a hardship waiver of the fine deposit and obtain a separate hearing before the City Manager on the hardship waiver request. The waiver request must be received by the City Clerk's office no later than thirty days (30) after the issue date of the administrative citation. The responsible person must submit to the City Manager a sworn affidavit, together with any supporting document or materials, demonstrating to the satisfaction of the City Manager the person's actual financial inability to deposit with the City the full amount of the fine in advance of the hearing (Refer to Affidavit of Financial Hardship form available in the City Clerk's office).

**HOW TO PAY FINE.** The amount of the fine is indicated on the front of this administrative citation and is due within thirty (30) days of the issue date of the citation. You may pay by mail or in person. Payment should be made by personal check, cashier's check or money order payable to the City of Santee. Please write the citation number on your check or money order. **Payment by mail must be sent to: City of Santee, Finance, 10601 Magnolia Avenue, Santee, CA 92071. Payment of the fine does not excuse the failure to correct the violation or bar further enforcement action by the City.**

**CONSEQUENCES OF FAILURE TO PAY FINE.** The failure of any person to pay the fines imposed by an administrative citation within thirty (30) days of the issue date of the citation or the due date on a Delinquent Notice may result in turning the account over to a collection agency, in lieu of or in addition to the filing of a claim with the Small Claims Court or the Superior Court for recovery of the civil fine plus interest and late charges, filing a Code Enforcement lien against the real property upon which the violation occurred, or any other available legal remedy to collect such money. In the court action, the City may also recover its collection costs, including the cost of the Hearing Officer, and any court fees, according to proof. Any lien imposed pursuant to this administrative citation shall attach upon the recordation of a Notice of Code Enforcement Lien in the Office of the County Recorder.

**CONSEQUENCES OF FAILURE TO CORRECT VIOLATIONS.** The City may utilize any of a number of enforcement options to encourage the correction of violations and to gain code compliance. These options include, but are not limited to: criminal prosecution, civil litigation, abatement, scheduling the item for a public hearing to assess additional civil penalties and administrative costs, and/or recording the violation with the County Recorder. These options can empower the City to collect fines, to demolish structures or make necessary repairs at the owner's expense, and to incarcerate violators. Any of these options or others may be used if the administrative citations process does not achieve compliance. If you need further information about the violation and/or how to comply, please call the officer designated on the front of this citation.



City of Santee  
10601 Magnolia Avenue  
Santee, CA 92071  
619/258-4100 ext. 167

Orig. - certifi  
copy register  
8/24/17  
Citation # No. 1526  
Case # 2117-159

### ADMINISTRATIVE CITATION

1st Citation - \$100 <u>X1) 100.00</u>	2nd Citation - \$200	3rd Citation - \$500	4th & Subsequent Citation(s) - \$1,000
---	----------------------	----------------------	--

These civil fines are calculated per violation, per violation, per occurrence, and are cumulative. Payment does not excuse correction of the violation(s), nor shall it bar further enforcement action by the City. Payment of \$: 00.00 is due no later than 30 days from issue date (see reverse side for payment instructions).

**IMPORTANT INFORMATION:** If you fail to correct the violation(s) by the correction date or re-violate anytime within 18 months, the next level Administrative Citation may be issued.

Date Citation Issued <u>08-23-17</u>	Date Violation Observed <u>08-23-17</u>	Time AM/PM <u>1045</u>	Day of Week <u>WEDNESDAY</u>
Location of Violation (Address) <u>10922 COLLEENWOOD DRIVE</u>		Assessor's Parcel Number <u>381-362-23-00</u>	
Person Cited: Last <u>BILACWEN, BETH</u> First <u>C</u> Middle			
Title/Relationship to the Violation <u>PROPERTY OWNER</u>		Business Name (if applicable) <u>NONE</u>	
Mailing Address <u>1573 FAIR OAKS CT. FAIRFIELD CA 94534</u>		Phone Number <u>UNKNOWN</u>	
Code Sections Violated	Description of Violation(s)		
<u>17.10.060A2 SMC</u>	<u>TRUCK, TRASH AND DEBRIS</u>		
	<u>FURNITURE / SCRAP LUMBER</u>		
	<u>(FRONT AND SIDE YARDS)</u>		

**Corrections Required**

DISPOSE OF TRUCK, TRASH, DEBRIS, FURNITURE AND SCRAP LUMBER OR MOVE TO LOCATION WHERE NOT VISIBLE FROM PUBLIC RIGHT-OF-WAY OR ADJACENT PROPERTY.

Santee Municipal Code 1.14.140: 25% Late Charge and 10% Monthly Interest if Citation is not paid within 30 days.

Correction Date: 09-26-17 (619) 258-4100 EXT 121

ISSUING ENFORCEMENT OFFICER TELEPHONE NO.	OFFICERS SIGNATURE AND DATE
Officers Name (Print) <u>M. BLODOW</u>	<u>[Signature]</u> <u>08-23-17</u>
PERSON CITED:	
Violators Signature: _____	Date: _____

Signing this citation acknowledges receipt only, and is not an admission of guilt

Copy to: \_\_\_\_\_

Citation Served  in person to: \_\_\_\_\_  Posted on Property  Other: CERTIFIED AND REGISTERED MAIL

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND PAYMENT INSTRUCTIONS

WHITE: CE FILE COPY YELLOW: PERSON CITED ELECTRONIC COPY TO FINANCE AND CITY CLERK

**ORDER.** You are hereby ordered to: (1) Immediately cease committing the code violation(s) listed on the front of this citation, (2) Not repeat the violation(s), and (3) pay the fine indicated on the front of this administrative citation.

**ADMINISTRATIVE CITATIONS.** Santee Municipal Code Chapter 1.14 provides for the issuance of administrative citations for Municipal Code violations. There are four levels of citations that can be issued for a violation. The civil fines, as indicated on the front of the citation, and subsequent citations are calculated per violation, per occurrence and are cumulative. A warning, if issued, does not incur a fine and, therefore, is not appealable.

**RIGHT OF APPEAL.** Any recipient of an administrative citation may contest that there was a violation of the Municipal Code, condition of approval of a permit or entitlement, condition or provision of an environmental review, or term or condition of any City agreement, or that he or she is the responsible person by completing a request for hearing form and returning it to the City Clerk's office, located at the address listed on the front of the citation, within thirty (30) days from the issue date of the administrative citation. The request for hearing form must be accompanied by either an advanced deposit of the fine or a request for hardship waiver pursuant to Chapter 1.14 of the Municipal Code. Failure of any person to properly file a written appeal within thirty (30) days from the issue date of the administrative citation shall constitute a waiver of his or her right to an administrative hearing and adjudication of the administrative citation, or any portion thereof and the total amount of the fine.

**HARDSHIP WAIVER.** A person who files a request for a hearing pursuant to Chapter 1.14 of the Municipal Code may also request at the same time a hardship waiver of the fine deposit and obtain a separate hearing before the City Manager on the hardship waiver request. The waiver request must be received by the City Clerk's office no later than thirty days (30) after the issue date of the administrative citation. The responsible person must submit to the City Manager a sworn affidavit, together with any supporting document or materials, demonstrating to the satisfaction of the City Manager the person's actual financial inability to deposit with the City the full amount of the fine in advance of the hearing (Refer to Affidavit of Financial Hardship form available in the City Clerk's office).

**HOW TO PAY FINE.** The amount of the fine is indicated on the front of this administrative citation and is due within thirty (30) days of the issue date of the citation. You may pay by mail or in person. Payment should be made by personal check, cashier's check or money order payable to the City of Santee. Please write the citation number on your check or money order. **Payment by mail must be sent to: City of Santee, Finance, 10601 Magnolia Avenue, Santee, CA 92071. Payment of the fine does not excuse the failure to correct the violation or bar further enforcement action by the City.**

**CONSEQUENCES OF FAILURE TO PAY FINE.** The failure of any person to pay the fines imposed by an administrative citation within thirty (30) days of the issue date of the citation or the due date on a Delinquent Notice may result in turning the account over to a collection agency, in lieu of or in addition to the filing of a claim with the Small Claims Court or the Superior Court for recovery of the civil fine plus interest and late charges, filing a Code Enforcement lien against the real property upon which the violation occurred, or any other available legal remedy to collect such money. In the court action, the City may also recover its collection costs, including the cost of the Hearing Officer, and any court fees, according to proof. Any lien imposed pursuant to this administrative citation shall attach upon the recordation of a Notice of Code Enforcement Lien in the Office of the County Recorder.

**CONSEQUENCES OF FAILURE TO CORRECT VIOLATIONS.** The City may utilize any of a number of enforcement options to encourage the correction of violations and to gain code compliance. These options include, but are not limited to: criminal prosecution, civil litigation, abatement, scheduling the item for a public hearing to assess additional civil penalties and administrative costs, and/or recording the violation with the County Recorder. These options can empower the City to collect fines, to demolish structures or make necessary repairs at the owner's expense, and to incarcerate violators. Any of these options or others may be used if the administrative citations process does not achieve compliance. If you need further information about the violation and/or how to comply, please call the officer designated on the front of this citation.



City of Santee  
 10601 Magnolia Avenue  
 Santee, CA 92071  
 619/258-4100 ext. 167

Citation # No. 1500

Case # SW 068

### ADMINISTRATIVE CITATION

1st Citation - \$100 <u>X2</u>	2nd Citation - \$200	3rd Citation - \$500	4th & Subsequent Citation(s) - \$1,000
-----------------------------------	----------------------	----------------------	--

These civil fines are calculated per violation, per violation, per occurrence, and are cumulative. Payment does not excuse correction of the violation(s), nor shall it bar further enforcement action by the City. Payment of \$ 200.00 is due no later than 30 days from issue date (see reverse side for payment instructions).

**IMPORTANT INFORMATION:** If you fail to correct the violation(s) by the correction date or re-violate anytime within 18 months, the next level Administrative Citation may be issued.

Date Citation Issued <u>10/5/17</u>	Date Violation Observed <u>ONGOING</u>	Time: AM/PM <u>N/A</u>	Day of Week <u>N/A</u>
Location of Violation (Address) <u>101 RIVERVIEW PARKWAY</u>		Assessor's Parcel Number <u>N/A</u>	
Person Cited: Last <u>BEJAR</u>	First <u>SHERI</u>	Middle <u>N/A</u>	
Title/Relationship to the Violation <u>PROPERTY MANAGER</u>		Business Name (if applicable) <u>HARTFORD INSUR.</u>	
Mailing Address <u>4365 EXECUTIVE DR., SUITE 1600</u>		Phone Number	
Code Sections Violated	Description of Violation(s)		
<u>13.42.093</u>	<u>BMP FOR NEW DEVELOPMENT</u>		
<u>13.42.140</u>	<u>CW FACILITIES MAINT. AGREEMENT</u>		

Corrections Required \_\_\_\_\_  
SEE INDV DATED 10/5/17  
 \_\_\_\_\_  
 \_\_\_\_\_

Santee Municipal Code 1.14.140: 25% Late Charge and 10% Monthly Interest if Citation is not paid within 30 days.

Correction Date: \_\_\_\_\_

ISSUING ENFORCEMENT OFFICER TELEPHONE NO.	OFFICERS SIGNATURE AND DATE
Officers Name (Print) <u>K. MONTEVERDE</u>	 <u>10/5/17</u>
PERSON CITED:	
Violators Signature: _____	Date: _____

Signing this citation acknowledges receipt only, and is not an admission of guilt

Copy to: \_\_\_\_\_

Citation Served  In person to: \_\_\_\_\_  Posted on Property  Other: MAIL & CERTIFIED

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND PAYMENT INSTRUCTIONS

WHITE: CE FILE COPY      YELLOW: PERSON CITED      ELECTRONIC COPY TO FINANCE AND CITY CLERK

**ORDER.** You are hereby ordered to: **(1)** Immediately cease committing the code violation(s) listed on the front of this citation, **(2)** Not repeat the violation(s), and **(3)** pay the fine indicated on the front of this administrative citation.

**ADMINISTRATIVE CITATIONS.** Santee Municipal Code Chapter 1.14 provides for the issuance of administrative citations for Municipal Code violations. There are four levels of citations that can be issued for a violation. The civil fines, as indicated on the front of the citation, and subsequent citations are calculated per violation, per occurrence and are cumulative. A warning, if issued, does not incur a fine and, therefore, is not appealable.

**RIGHT OF APPEAL.** Any recipient of an administrative citation may contest that there was a violation of the Municipal Code, condition of approval of a permit or entitlement, condition or provision of an environmental review, or term or condition of any City agreement, or that he or she is the responsible person by completing a request for hearing form and returning it to the City Clerk's office, located at the address listed on the front of the citation, within thirty (30) days from the issue date of the administrative citation. The request for hearing form must be accompanied by either an advanced deposit of the fine or a request for hardship waiver pursuant to Chapter 1.14 of the Municipal Code. Failure of any person to properly file a written appeal within thirty (30) days from the issue date of the administrative citation shall constitute a waiver of his or her right to an administrative hearing and adjudication of the administrative citation, or any portion thereof and the total amount of the fine.

**HARDSHIP WAIVER.** A person who files a request for a hearing pursuant to Chapter 1.14 of the Municipal Code may also request at the same time a hardship waiver of the fine deposit and obtain a separate hearing before the City Manager on the hardship waiver request. The waiver request must be received by the City Clerk's office no later than thirty days (30) after the issue date of the administrative citation. The responsible person must submit to the City Manager a sworn affidavit, together with any supporting document or materials, demonstrating to the satisfaction of the City Manager the person's actual financial inability to deposit with the City the full amount of the fine in advance of the hearing (Refer to Affidavit of Financial Hardship form available in the City Clerk's office).

**HOW TO PAY FINE.** The amount of the fine is indicated on the front of this administrative citation and is due within thirty (30) days of the issue date of the citation. You may pay by mail or in person. Payment should be made by personal check, cashier's check or money order payable to the City of Santee. Please write the citation number on your check or money order. **Payment by mail must be sent to: City of Santee, Finance, 10601 Magnolia Avenue, Santee, CA 92071. Payment of the fine does not excuse the failure to correct the violation or bar further enforcement action by the City.**

**CONSEQUENCES OF FAILURE TO PAY FINE.** The failure of any person to pay the fines imposed by an administrative citation within thirty (30) days of the issue date of the citation or the due date on a Delinquent Notice may result in turning the account over to a collection agency, in lieu of or in addition to the filing of a claim with the Small Claims Court or the Superior Court for recovery of the civil fine plus interest and late charges, filing a Code Enforcement lien against the real property upon which the violation occurred, or any other available legal remedy to collect such money. In the court action, the City may also recover its collection costs, including the cost of the Hearing Officer, and any court fees, according to proof. Any lien imposed pursuant to this administrative citation shall attach upon the recordation of a Notice of Code Enforcement Lien in the Office of the County Recorder.

**CONSEQUENCES OF FAILURE TO CORRECT VIOLATIONS.** The City may utilize any of a number of enforcement options to encourage the correction of violations and to gain code compliance. These options include, but are not limited to: criminal prosecution, civil litigation, abatement, scheduling the item for a public hearing to assess additional civil penalties and administrative costs, and/or recording the violation with the County Recorder. These options can empower the City to collect fines, to demolish structures or make necessary repairs at the owner's expense, and to incarcerate violators. Any of these options or others may be used if the administrative citations process does not achieve compliance. If you need further information about the violation and/or how to comply, please call the officer designated on the front of this citation.



City of Santee  
 10601 Magnolia Avenue  
 Santee, CA 92071  
 619/258-4100 ext. 167

orig. - certified

copy - regular  
 8/24/17

Citation # **No. 1527**

Case # 17-134

### ADMINISTRATIVE CITATION

1st Citation - \$100 (X1) 100.00	2nd Citation - \$200	3rd Citation - \$500	4th & Subsequent Citation(s) - \$1,000
-------------------------------------	----------------------	----------------------	--

These civil fines are calculated per violation, per violation, per occurrence, and are cumulative. Payment does not excuse correction of the violation(s), nor shall it bar further enforcement action by the City. Payment of \$ 100.00 is due no later than 30 days from issue date (see reverse side for payment instructions).

**IMPORTANT INFORMATION:** If you fail to correct the violation(s) by the correction date or re-violate anytime within 18 months, the next level Administrative Citation may be issued.

Date Citation Issued 08-24-17	Date Violation Observed 08-24-17	Time (AM/PM) 9:05	Day of Week THURSDAY
Location of Violation (Address) 9453 TRILBY WOOD ROAD		Assessor's Parcel Number 300 243 06 00	
Person Cited: Last First Middle JPM ALT 2006-AY			
Title/Relationship to the Violation PROPERTY OWNER		Business Name (if applicable) NONE	
Mailing Address 3415 VESPER DRIVE COLUMBUS OH 43219		Phone Number	
Code Sections Violated 17.10.000 AT SMC	Description of Violation(s) JUNK, FLASH DEVICES ( IN DRIVEWAY AND FRONT YARD )		

**Corrections Required**

PLEASE REMOVE OR BESIDE OF ALL THE JUNK, FLASH AND DEVICES SO IT IS NOT VISIBLE FROM THE PUBLIC RIGHT-OF-WAY OR ADJOINING PROPERTIES.

Santee Municipal Code 1.14.140: 25% Late Charge and 10% Monthly Interest if Citation is not paid within 30 days.

Correction Date: 09-04-17 (619) 258-4100 EXT 121

ISSUING ENFORCEMENT OFFICER TELEPHONE NO.	OFFICERS SIGNATURE AND DATE
Officers Name (Print) <u>M. BILSON</u>	<u>M. B.</u> 08-24-17
PERSON CITED: Violators Signature: _____ Date: _____	

Signing this citation acknowledges receipt only, and is not an admission of guilt

Copy to:

Citation Served  in person to: \_\_\_\_\_  Posted on Property  Other: CERTIFIED MAIL

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND PAYMENT INSTRUCTIONS REGULAR MAIL

WHITE: CE FILE COPY YELLOW: PERSON CITED ELECTRONIC COPY TO FINANCE AND CITY CLERK MAIL

**ORDER.** You are hereby ordered to: (1) Immediately cease committing the code violation(s) listed on the front of this citation, (2) Not repeat the violation(s), and (3) pay the fine indicated on the front of this administrative citation.

**ADMINISTRATIVE CITATIONS.** Santee Municipal Code Chapter 1.14 provides for the issuance of administrative citations for Municipal Code violations. There are four levels of citations that can be issued for a violation. The civil fines, as indicated on the front of the citation, and subsequent citations are calculated per violation, per occurrence and are cumulative. A warning, if issued, does not incur a fine and, therefore, is not appealable.

**RIGHT OF APPEAL.** Any recipient of an administrative citation may contest that there was a violation of the Municipal Code, condition of approval of a permit or entitlement, condition or provision of an environmental review, or term or condition of any City agreement, or that he or she is the responsible person by completing a request for hearing form and returning it to the City Clerk's office, located at the address listed on the front of the citation, within thirty (30) days from the issue date of the administrative citation. The request for hearing form must be accompanied by either an advanced deposit of the fine or a request for hardship waiver pursuant to Chapter 1.14 of the Municipal Code. Failure of any person to properly file a written appeal within thirty (30) days from the issue date of the administrative citation shall constitute a waiver of his or her right to an administrative hearing and adjudication of the administrative citation, or any portion thereof and the total amount of the fine.

**HARDSHIP WAIVER.** A person who files a request for a hearing pursuant to Chapter 1.14 of the Municipal Code may also request at the same time a hardship waiver of the fine deposit and obtain a separate hearing before the City Manager on the hardship waiver request. The waiver request must be received by the City Clerk's office no later than thirty days (30) after the issue date of the administrative citation. The responsible person must submit to the City Manager a sworn affidavit, together with any supporting document or materials, demonstrating to the satisfaction of the City Manager the person's actual financial inability to deposit with the City the full amount of the fine in advance of the hearing (Refer to Affidavit of Financial Hardship form available in the City Clerk's office).

**HOW TO PAY FINE.** The amount of the fine is indicated on the front of this administrative citation and is due within thirty (30) days of the issue date of the citation. You may pay by mail or in person. Payment should be made by personal check, cashier's check or money order payable to the City of Santee. Please write the citation number on your check or money order. **Payment by mail must be sent to: City of Santee, Finance, 10601 Magnolia Avenue, Santee, CA 92071. Payment of the fine does not excuse the failure to correct the violation or bar further enforcement action by the City.**

**CONSEQUENCES OF FAILURE TO PAY FINE.** The failure of any person to pay the fines imposed by an administrative citation within thirty (30) days of the issue date of the citation or the due date on a Delinquent Notice may result in turning the account over to a collection agency, in lieu of or in addition to the filing of a claim with the Small Claims Court or the Superior Court for recovery of the civil fine plus interest and late charges, filing a Code Enforcement lien against the real property upon which the violation occurred, or any other available legal remedy to collect such money. In the court action, the City may also recover its collection costs, including the cost of the Hearing Officer, and any court fees, according to proof. Any lien imposed pursuant to this administrative citation shall attach upon the recordation of a Notice of Code Enforcement Lien in the Office of the County Recorder.

**CONSEQUENCES OF FAILURE TO CORRECT VIOLATIONS.** The City may utilize any of a number of enforcement options to encourage the correction of violations and to gain code compliance. These options include, but are not limited to: criminal prosecution, civil litigation, abatement, scheduling the item for a public hearing to assess additional civil penalties and administrative costs, and/or recording the violation with the County Recorder. These options can empower the City to collect fines, to demolish structures or make necessary repairs at the owner's expense, and to incarcerate violators. Any of these options or others may be used if the administrative citations process does not achieve compliance. If you need further information about the violation and/or how to comply, please call the officer designated on the front of this citation.



City of Santee  
 10601 Magnolia Avenue  
 Santee, CA 92071  
 619/258-4100 ext. 167

Citation # No. 1524

Case # 2NIT-154

*orig - cert  
 Copy - Reg*

**ADMINISTRATIVE CITATION**

1st Citation - \$100 <i>(X) 100.00</i>	2nd Citation - \$200	3rd Citation - \$500	4th & Subsequent Citation(s) - \$1,000
---	----------------------	----------------------	--

These civil fines are calculated per violation, per violation, per occurrence, and are cumulative. Payment does not excuse correction of the violation(s), nor shall it bar further enforcement action by the City. Payment of \$100.00 is due no later than 30 days from issue date (see reverse side for payment instructions).

**IMPORTANT INFORMATION:** If you fail to correct the violation(s) by the correction date or re-violate anytime within 18 months, the next level Administrative Citation may be issued.

Date Citation Issued <u>07-24-17</u>	Date Violation Observed <u>07-24-17</u>	Time: <u>AM/PM</u> <u>10:00</u>	Day of Week <u>MONDAY</u>
---	--	------------------------------------	------------------------------

Location of Violation (Address) <u>9453 WOODYWOOD ROAD</u>	Assessor's Parcel Number <u>230-245-00-00</u>
---	--

Person Cited: Last <u>STIM</u>	First <u>ALT</u>	Middle <u>2006-A4</u>
-----------------------------------	---------------------	--------------------------

Title/Relationship to the Violation <u>PROPERTY OWNER</u>	Business Name (if applicable) <u>NONE</u>
--	--

Mailing Address <u>3415 VISION DR. COLUMBUS OH 43219</u>	Phone Number
---	--------------

Code Sections Violated	Description of Violation(s)
<u>8.48.030 SMC</u>	<u>EXCESS WEEDS AND GRASSES</u>
	<u>OVER 4" IN HEIGHT</u>
	<u>(7' WEEDS IN REAR YARD)</u>

Corrections Required  
TRIM OR MOW ALL WEEDS IN REAR YARD  
SO THEY ARE BELOW 4" IN HEIGHT

Santee Municipal Code 1.14.140: 25% Late Charge and 10% Monthly Interest if Citation is not paid within 30 days.

Correction Date: AUGUST 3, 2017 (619) 258-4100 EXT 121

ISSUING ENFORCEMENT OFFICER TELEPHONE NO. <u>M. BOGDON</u>	OFFICERS SIGNATURE AND DATE <u>M. Bogdon 07/24/17</u>
PERSON CITED:	
Violators Signature: _____	Date: _____

Signing this citation acknowledges receipt only, and is not an admission of guilt

Copy to: \_\_\_\_\_  
 Citation Served  in person to: \_\_\_\_\_  Posted on Property  Other: CERTIFIED MAIL

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND PAYMENT INSTRUCTIONS

WHITE: CE FILE COPY      YELLOW: PERSON CITED      ELECTRONIC COPY TO FINANCE AND CITY CLERK

**ORDER.** You are hereby ordered to: (1) Immediately cease committing the code violation(s) listed on the front of this citation, (2) Not repeat the violation(s), and (3) pay the fine indicated on the front of this administrative citation.

**ADMINISTRATIVE CITATIONS.** Santee Municipal Code Chapter 1.14 provides for the issuance of administrative citations for Municipal Code violations. There are four levels of citations that can be issued for a violation. The civil fines, as indicated on the front of the citation, and subsequent citations are calculated per violation, per occurrence and are cumulative. A warning, if issued, does not incur a fine and, therefore, is not appealable.

**RIGHT OF APPEAL.** Any recipient of an administrative citation may contest that there was a violation of the Municipal Code, condition of approval of a permit or entitlement, condition or provision of an environmental review, or term or condition of any City agreement, or that he or she is the responsible person by completing a request for hearing form and returning it to the City Clerk's office, located at the address listed on the front of the citation, within thirty (30) days from the issue date of the administrative citation. The request for hearing form must be accompanied by either an advanced deposit of the fine or a request for hardship waiver pursuant to Chapter 1.14 of the Municipal Code. Failure of any person to properly file a written appeal within thirty (30) days from the issue date of the administrative citation shall constitute a waiver of his or her right to an administrative hearing and adjudication of the administrative citation, or any portion thereof and the total amount of the fine.

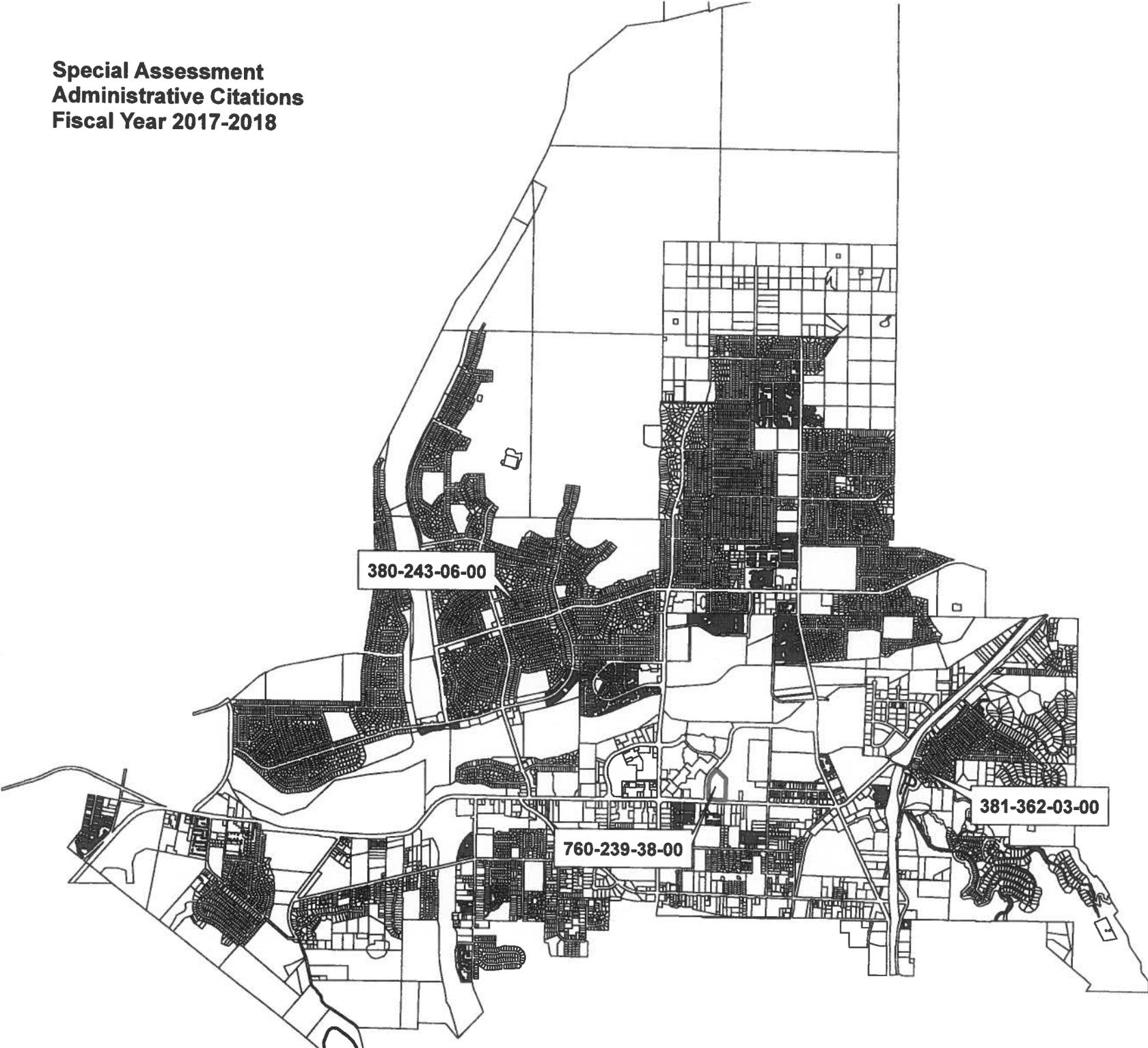
**HARDSHIP WAIVER.** A person who files a request for a hearing pursuant to Chapter 1.14 of the Municipal Code may also request at the same time a hardship waiver of the fine deposit and obtain a separate hearing before the City Manager on the hardship waiver request. The waiver request must be received by the City Clerk's office no later than thirty days (30) after the issue date of the administrative citation. The responsible person must submit to the City Manager a sworn affidavit, together with any supporting document or materials, demonstrating to the satisfaction of the City Manager the person's actual financial inability to deposit with the City the full amount of the fine in advance of the hearing (Refer to Affidavit of Financial Hardship form available in the City Clerk's office).

**HOW TO PAY FINE.** The amount of the fine is indicated on the front of this administrative citation and is due within thirty (30) days of the issue date of the citation. You may pay by mail or in person. Payment should be made by personal check, cashier's check or money order payable to the City of Santee. Please write the citation number on your check or money order. **Payment by mail must be sent to: City of Santee, Finance, 10601 Magnolia Avenue, Santee, CA 92071. Payment of the fine does not excuse the failure to correct the violation or bar further enforcement action by the City.**

**CONSEQUENCES OF FAILURE TO PAY FINE.** The failure of any person to pay the fines imposed by an administrative citation within thirty (30) days of the issue date of the citation or the due date on a Delinquent Notice may result in turning the account over to a collection agency, in lieu of or in addition to the filing of a claim with the Small Claims Court or the Superior Court for recovery of the civil fine plus interest and late charges, filing a Code Enforcement lien against the real property upon which the violation occurred, or any other available legal remedy to collect such money. In the court action, the City may also recover its collection costs, including the cost of the Hearing Officer, and any court fees, according to proof. Any lien imposed pursuant to this administrative citation shall attach upon the recordation of a Notice of Code Enforcement Lien in the Office of the County Recorder.

**CONSEQUENCES OF FAILURE TO CORRECT VIOLATIONS.** The City may utilize any of a number of enforcement options to encourage the correction of violations and to gain code compliance. These options include, but are not limited to: criminal prosecution, civil litigation, abatement, scheduling the item for a public hearing to assess additional civil penalties and administrative costs, and/or recording the violation with the County Recorder. These options can empower the City to collect fines, to demolish structures or make necessary repairs at the owner's expense, and to incarcerate violators. Any of these options or others may be used if the administrative citations process does not achieve compliance. If you need further information about the violation and/or how to comply, please call the officer designated on the front of this citation.

**Special Assessment  
Administrative Citations  
Fiscal Year 2017-2018**



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

10

**MEETING DATE**      June 27, 2018

**AGENDA ITEM NO.**

**ITEM TITLE**      **PUBLIC HEARING ON A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, ESTABLISHING A SPECIAL ASSESSMENT ON CERTAIN PARCELS OF LAND THAT WERE SUBJECT TO INVOLUNTARY WEED ABATEMENT AND/OR ADMINISTRATIVE FEES BY THE CITY AND FOR WHICH COSTS HAVE NOT BEEN PAID BY THE OWNER(S) OF RECORD OF SAID PARCELS**

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

**BACKGROUND**

The City of Santee conducts a Citywide fire prevention program to identify properties that are overgrown with dead weeds and dry grasses. These activities are conducted by Fire Prevention Services, Inc. (FPS), a City-hired private contractor. The Santee Weed Abatement Report for Fiscal Year 2017-18 indicated that 343 properties were brought into compliance. Of these, 336 were owner-abated and four (4) were abated by the City's contractor. Three (3) properties (of the 336 above) were eventually brought into compliance by the owners, but subject to an administrative fee.

A public hearing becomes necessary when costs are incurred in the implementation of the fire prevention program and remain unpaid by the property owner. As such, the purpose of this public hearing is for the City Council to hear and consider any objections to the cost accounting report for the City of Santee, to declare that the abatement costs are a special assessment, and to authorize the recording of a lien on the properties with unpaid administrative and abatement costs. Costs remain unpaid for abatement of seven (7) residential properties. These properties include four (4) forced abatements and three (3) properties subject to the administrative fee only. Refer to the Staff Report for more information.

**FINANCIAL STATEMENT** 

There is no direct fiscal impact of this action to the City. The assessments identified in the Resolution would be imposed as liens on the listed properties. Santee Municipal Code chapter 8.48 and the Government Code (sections 38773 and 39580 through 39585) provide that the abatement costs, including administrative costs for enforcement, are recoverable and constitute a special assessment against the parcels that are abated. After the assessments are finalized, the assessments will be submitted to the County Assessor for entry on the 2018-19 tax roll upon which general City taxes are to be collected. The assessments total \$15,912.46. Payments are only issued to FPS after funds are collected through the tax roll from the affected property owners. A full accounting of the charges on each property is on file with the Department of Development Services.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** 

1. Conduct and close public hearing; and
2. Approve the cost report and account of unpaid weed abatement invoices (Exhibit A); and
3. Adopt Resolution confirming report, and ordering abatement costs to be a special assessment on the properties referenced in the report and as shown on the attached itemized list of properties.

**ATTACHMENTS**

Staff Report      Resolution      Exhibit "A"      Site Location Map

## **STAFF REPORT**

### **PUBLIC HEARING ON A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, ESTABLISHING A SPECIAL ASSESSMENT ON CERTAIN PARCELS OF LAND THAT WERE SUBJECT TO INVOLUNTARY WEED ABATEMENT AND/OR ADMINISTRATIVE FEES BY THE CITY AND FOR WHICH COSTS HAVE NOT BEEN PAID BY THE OWNER(S) OF SAID PARCELS**

**CITY COUNCIL MEETING  
JUNE 27, 2018**

#### **WEED AND RUBBISH ABATEMENT PROGRAM**

In accordance with Chapter 8.48 of the Santee Municipal Code entitled "Weed and Rubbish Abatement," Fire Prevention Services (FPS) inspects and identifies properties that contain vegetation hazards, responds to citizen complaints, and notifies property owner(s) to abate hazards. As part of the process, property owners are given specific deadlines to appeal the declared fire hazard, as well as a date by which the hazard is to be abated to avoid administrative charges.

With heightened awareness of the importance of adequately maintained properties to minimize the threat of fire, many property owners respond promptly to notices alerting them to the need to clear debris, remove overgrowth, and cut back weeds. As such, of the 343 notices that were issued, 336 were owner-abated. Seven (7) properties were subject to assessments and remain unpaid.

#### **PROGRAM STATUS**

The seven (7) properties subject to assessments are all residential properties:

- Four did not abate accordance with the Santee Municipal Code, thereby causing abatement by the City through FPS.
- Three property owners cleared the property after the final notice deadline, thereby only incurring administrative costs.

#### **SPECIAL ASSESSMENT**

The attached Resolution and Exhibit "A" include an itemized report showing the cost of weed abatement on a per lot basis for seven (7) properties. None of the affected property owners requested an appeal hearing or paid the invoice which was sent to them by FPS in Fiscal Year 2017-2018, and the cost of removing the weeds have been documented on these properties. Detailed records of the weed abatement performed for each parcel are available for public review.

The amounts so approved become special assessments upon the respective parcels of land and are required to be paid at the same time and in the same manner as regular municipal taxes.

Notice of Public Hearing was published in East County Californian on June 14, 2018 and the owner's subject to assessment was notified individually by U.S. mail on June 7, 2018.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,  
CALIFORNIA, ESTABLISHING A SPECIAL ASSESSMENT ON CERTAIN PARCELS  
OF LAND THAT WERE SUBJECT TO INVOLUNTARY WEED ABATEMENT AND/OR  
ADMINISTRATIVE FEES BY THE CITY AND FOR WHICH COSTS HAVE NOT BEEN  
PAID BY THE OWNER(S) OF RECORD OF SAID PARCELS**

**WHEREAS**, the City of Santee ("City") has taken a very aggressive stance on the abatement of dry grasses, dead shrubs, rubbish and other dry growing material and have enforced this by inclusion of Chapter 8.48 of the Santee Municipal Code, which declares such materials to be a nuisance; and

**WHEREAS**, the City sent a notice to abate to the owners of record of 343 properties during Fiscal Year 2017-2018; and

**WHEREAS**, the City did not receive an appeal from the notice to abate from any owners of record of the 343 properties; and

**WHEREAS**, owners of 336 properties with nuisances voluntarily abated weeds; and

**WHEREAS**, owners of record of three of these properties voluntarily abated weeds after the final notice deadline, thereby incurring only administrative costs; and

**WHEREAS**, the City abated nuisances on the remaining four properties; and

**WHEREAS**, the owners of record of properties who were subject to the City's abatement process failed to complete abatement of nuisances within the prescribed deadlines and regulations, and failed to remit the fees and/or costs incurred with the abatement process; and

**WHEREAS**, the City Council of the City of Santee, California, has received the cost report and account of unpaid weed abatement invoices for Fiscal Year 2017-2018 and considered all testimony and objections offered on the matter; and

**WHEREAS**, Santee Municipal Code Section 8.48.140 provides for a special assessment on the property to be collected with other municipal taxes which includes an administrative charge; and

**WHEREAS**, abatement and/or administrative fees incurred and an invoice was mailed to the owners of record for payment of abatement services and payment has not been made.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Santee, California, does hereby determine that weeds, grasses, dead trees, dead shrubs, and waste matter constitute a public nuisance.

**BE IT FURTHER RESOLVED** that the City Council of the City of Santee, California, does hereby determine that the costs of abatement and administrative costs of abatement for certain parcels of land, being seven parcels as shown below, have not been paid and that same shall become a special assessment upon the respective parcels of land as they are shown upon the last available assessment roll until paid in full.

<b>Parcel Number</b>	<b>Assessed Amount</b>
378-210-17-00	\$6,504.82
378-295-09-00	\$1,100.10
381-181-08-00	\$3,987.96
381-514-32-00	\$825.36
386-360-53-00	\$832.58
386-360-79-00	\$1,849.54
386-360-80-00	\$812.10
<b>TOTAL PARCELS</b>	<b>7</b>
<b>TOTAL ASSESSMENT</b>	<b>\$15,912.46</b>

**BE IT FURTHER RESOLVED** that the City Clerk is hereby authorized to take all steps necessary to certify and record this Resolution with the appropriate agency.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 27<sup>th</sup> day of June, 2018, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**ANNETTE ORTIZ, CITY CLERK**

**EXHIBIT "A"**

**Santee Weed Abatement Program**

**Cost report and Account of Unpaid Weed Abatement Invoices**

**Fiscal Year 2017-2018**

<b>Parcel</b>	<b>Site Address</b>	<b>Assessed Amount</b>	<b>Owner</b>	<b>Area Cleared Prior Offender?</b>
386-360-53-00	8845 Carmir Dr.	\$832.58	Robert Brooks	Amin Fee Only Yes
381-181-08-00	9321 Creekside Ct.	\$3,987.96	Santee Environmental Inc.	23,800 sq. ft. Yes 2013, 2015, 2016 & 2017
378-295-09-00	10059 Lafe Dr.	\$1,100.10	Holly Vanbenschoten	2,675 sq. ft. Yes 2016
381-514-32-00	10827 Ramsgate Dr.	\$825.36	Janice Shull	Admin Fee Only No
378-210-17-00	Summit Avenue.	\$6,504.82	Mehdi Moein and Maryam Moghaddam	9,000 sq. ft. Yes, 2014
386-360-79-00	Placid View Drive	\$1,849.54	Rudolph and Kathleen Ducharme	9,100 sq. ft. Yes, 2014, 2015, 2016 & 2017
386-360-80-00	8515 Placid View Dr.	\$812.10	Albrae Equities	Admin Fee Only Yes, 2014, 2015, 2016 & 2017
<b>Total Parcels</b>	<b>7</b>			
<b>TOTAL</b>	<b>\$15,912.46</b>			

**Fiscal Year 2017-2018**

## SUMMARY REPORT FOR APN 386-360-53-00

03/30/17 Initial inspection was made, property was found to be in violation.

04/03/17 Mailed 30 day courtesy notice to the owner.

05/05/17 Re-inspection was made, property was found to be in violation.

05/09/17 Mailed 10 day final notice to the owner, certified mail.

05/23/17 Final inspection was made, property was found to be in violation.

06/01/17 Verified ownership information with the County of San Diego.

07/18/17 Work order authorization signed by City Official.

08/07/17 F.P.S.I. crews arrived to find the property in compliance.

08/16/17 The owner was mailed an Administrative bill at the contracted rates.

09/01/17 The owner was mailed a final bill.

09/20/17 A Notice of Abatement was filed on the property.

## SUMMARY REPORT FOR APN 381-181-08-00

04/14/17 Initial inspection was made, property was found to be in violation.

04/19/17 Mailed 30 day courtesy notice to the owner.

05/23/17 Re-inspection was made, property was found to be in violation.

05/30/17 Mailed 10 day final notice to the owner, certified mail.

06/20/17 Final inspection was made, property was found to be in violation.

06/23/17 Verified ownership information with the County of San Diego.

07/18/17 Work order authorization signed by City Official.

08/07/17 F.P.S.I. crews abated the property.

08/16/17 The owner was mailed a bill at our contracted rates.

09/01/17 The owner was mailed a final bill.

09/20/17 A Notice of Abatement was filed on the property.

## SUMMARY REPORT FOR APN 378-295-09-00

11/01/17 Received citizen complaint.

11/03/17 Initial inspection was made, property was found to be in violation.

11/08/17 Mailed 30 day courtesy notice to the owner.

12/12/17 Re-inspection was made, property was found to be in violation.

12/13/17 Mailed 10 day final notice to the owner, certified mail.

12/27/17 Final inspection was made, property was found to be in violation.

01/05/18 Verified ownership information with the County of San Diego.

01/10/18 Work order authorization signed by City Official.

01/23/18 F.P.S.I. crews abated the property.

01/29/18 The owner was mailed a bill at our contracted rates.

02/21/18 The owner was mailed a final bill.

03/06/18 A Notice of Abatement was filed on the property.

## SUMMARY REPORT FOR APN 381-514-32-00

06/08/17 Initial inspection was made, property was found to be in violation.

06/09/17 Mailed 30 day courtesy notice to the owner.

07/18/17 Re-inspection was made, property was found to be in violation

07/20/17 Mailed 10 day final notice to the owner, certified mail.

08/03/17 Final inspection was made, property was found to be in violation.

08/07/17 Verified ownership information with the County of San Diego.

08/11/17 Work order authorization signed by City Official.

10/06/17 F.P.S.I. crews arrived to find the property in compliance.

08/16/17 The owner was mailed an Administrative bill at the contracted rates.

09/01/17 The owner was mailed a final bill.

09/20/17 A Notice of Abatement was filed on the property.

## SUMMARY REPORT FOR APN 378-210-17-00

04/14/17 Initial inspection was made, property was found to be in violation.

04/19/17 Mailed 30 day courtesy notice to the owner.

05/23/17 Re-inspection was made, property was found to be in violation.

05/30/17 Mailed 10 day final notice to the owner, certified mail.

06/20/17 Final inspection was made, property was found to be in violation.

06/23/17 Verified ownership information with the County of San Diego.

07/18/17 Work order authorization signed by City Official.

10/11/17 F.P.S.I. crews abated the property.

10/13/17 The owner was mailed a bill at our contracted rates.

11/02/17 The owner was mailed a final bill.

11/27/17 A Notice of Abatement was filed on the property.

## SUMMARY REPORT FOR APN 386-360-79-00

03/30/17 Initial inspection was made, property was found to be in violation.

04/03/17 Mailed 30 day courtesy notice to the owner.

05/05/17 Re-inspection was made, property was found to be in violation.

05/09/17 Mailed 10 day final notice to the owner, certified mail.

05/23/17 Final inspection was made, property was found to be in violation.

06/01/17 Verified ownership information with the County of San Diego.

07/18/17 Work order authorization signed by City Official.

08/07/17 F.P.S.I. crews abated the property.

08/16/17 The owner was mailed a bill at our contracted rates.

09/01/17 The owner was mailed a final bill.

09/20/17 A Notice of Abatement was filed on the property.

## SUMMARY REPORT FOR APN 386-360-80-00

09/19/17 Initial inspection was made, property was found to be in violation.

09/22/17 Mailed 30 day courtesy notice to the owner.

10/31/17 Re-inspection was made, property was found to be in violation

11/01/17 Mailed 10 day final notice to the owner, certified mail.

11/07/17 Received signed certified return receipt.

11/16/17 Final inspection was made, property was found to be in violation.

11/17/17 Verified ownership information with the County of San Diego.

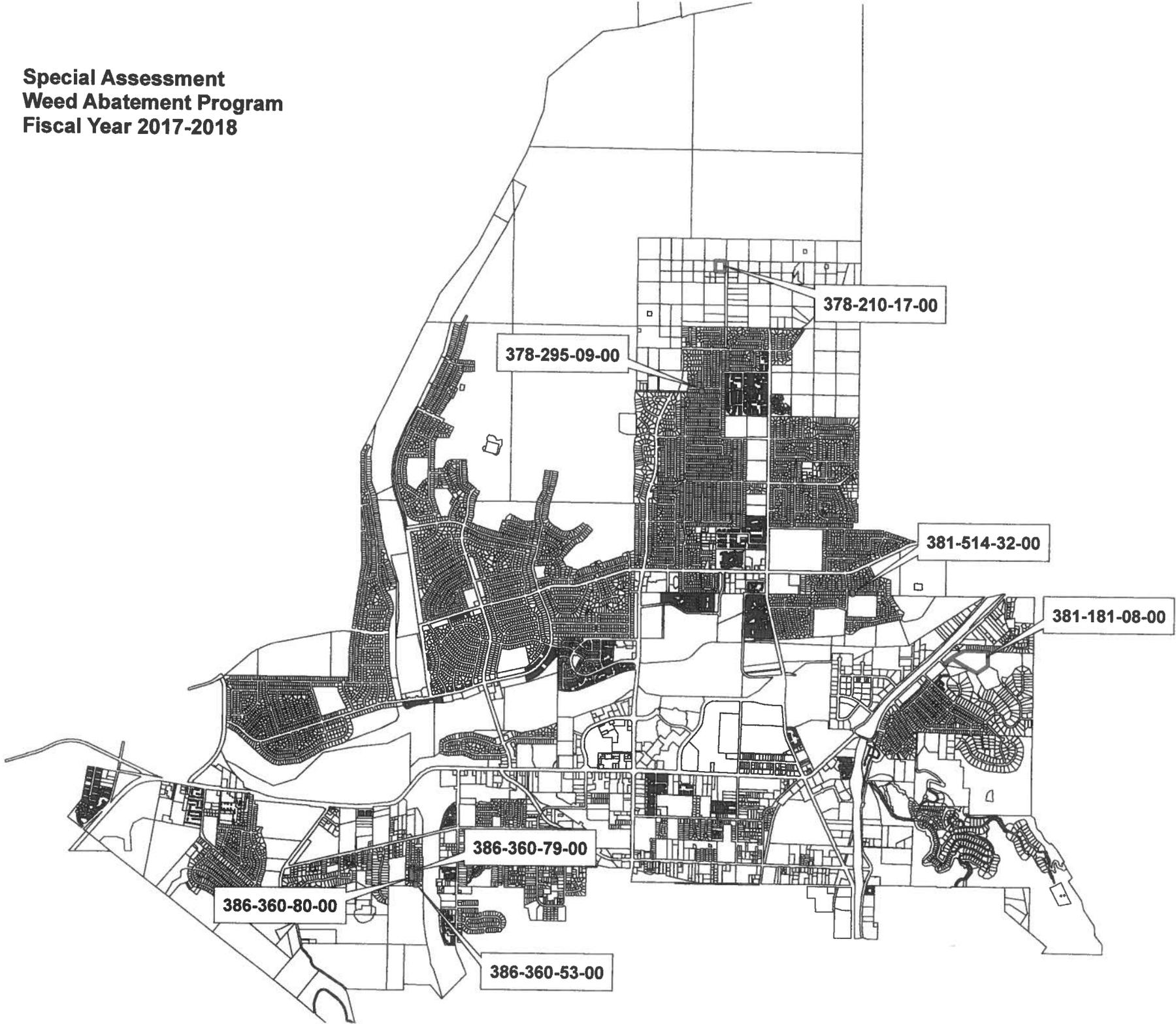
12/20/17 Work order authorization signed by City Official.

12/26/17 The owner was mailed an Administrative bill at the contracted rates.

02/07/18 The owner was mailed a final bill.

02/28/18 A Notice of Abatement was filed on the property.

**Special Assessment  
Weed Abatement Program  
Fiscal Year 2017-2018**



City of Santee  
**COUNCIL AGENDA STATEMENT**

11

**MEETING DATE** June 27, 2018

**AGENDA ITEM NO.**

**ITEM TITLE** PUBLIC HEARING FOR THE WALKER TRAILS PROJECT, A TOWN CENTER SPECIFIC PLAN AMENDMENT (TCSPA2016-1), TENTATIVE MAP (TM2016-1), DEVELOPMENT REVIEW PERMIT (DR2016-1), AND MITIGATED NEGATIVE DECLARATION (AEIS2016-6) AND A MITIGATION, MONITORING, AND REPORTING PROGRAM PREPARED PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR A 67-UNIT RESIDENTIAL DEVELOPMENT ON A 20.4-ACRE PROPERTY ON THE NORTHWEST CORNER OF CHUBB LN AND MAGNOLIA AVE (APNS 381-160-41, -46, & -63). APPLICANT: SAM-SANTEE LLC

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

**SUMMARY**

A Notice of the Public Hearing for the subject item was published in the East County Californian on June 14, 2018. A Notice was also mailed on this date to owners of property within 300 feet of the project site and to other interested parties.

The project applicant has requested that this item be continued to the August 8, 2018 City Council meeting (see attached letter).

**ENVIRONMENTAL REVIEW**

N/A

**FINANCIAL STATEMENT** 

N/A

**CITY ATTORNEY REVIEW**

N/A

**RECOMMENDATIONS** 

Continue the public hearing to August 8, 2018.

**ATTACHMENTS**

Letter from project applicant dated June 20, 2018.

## SAM-SANTEE, LLC

June 20, 2018

Michael Coyne  
City of Santee  
10601 Magnolia Avenue  
Santee, CA 92071

**RECEIVED**

JUN 20 2018

Dept. of Development Services  
City of Santee

RE: Walker Trails, Tentative Map No. 2016-01

Dear Mr. Coyne,

Please accept this letter as our formal request to continue our project from the June 27, 2018 public hearing to the August 8, 2018 hearing.

If you have any questions, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to be 'RD' with a long horizontal stroke extending to the right.

Ray Dorame

# CDC SUCCESSOR AGENCY AGENDA STATEMENT

**MEETING DATE** June 27, 2018

**AGENDA ITEM NO.**

**ITEM TITLE** RESOLUTION AUTHORIZING THE CONVEYANCE OF PARCELS 383-124-18, 383-124-20, 383-124-54 AND 383-124-56 LOCATED ON MISSION GORGE ROAD NEAR FORESTER CREEK TO THE CITY OF SANTEE

**DIRECTOR/DEPARTMENT** Marlene D. Best, Executive Director

## **SUMMARY**

As part of the dissolution of the former Santee Community Development Commission ("CDC"), the Santee Community Development Commission Successor Agency ("Successor Agency") developed a Long Range Property Management Plan ("LRPMP") to identify the disposition and use of the real properties of the former CDC. This plan was approved by the CDC Successor Agency Oversight Board on October 23, 2013 and by the State Department of Finance ("DOF") on February 21, 2014. As part of the LRPMP, the DOF approved the Successor Agency's plan to designate four parcels (APNs 383-124-18, 20, 54 and 56) located on Mission Gorge Road near Forester Creek for future sale. These parcels represent remnant properties from the SR-52 extension and Forester Creek improvement projects that were acquired in 2004 by the CDC for future redevelopment/economic development purposes.

Due to the hilly and rocky nature of much of the site, and the limited frontage of just one of the four parcels on Mission Gorge Road, efforts to encourage development interest in this site have been unsuccessful to date. While the City continues to evaluate options for this site that maximize the benefit to the community and the potential value of the property for future development, it is recommended that the subject parcels be conveyed by the Successor Agency to the City for future development, subject to a future compensation agreement with the affected taxing entities as required by law. The conveyance to the City will allow the subject property to be held while allowing the Successor Agency to proceed toward the completion of the wind down of the CDC. This conveyance will be the final disposition of Successor Agency properties as required by the LRPMP. Staff has determined, based on a lack of development interest in these parcels to date, that the community and affected taxing entities will all be better served by conveying these parcels to the City for future sale/development.

## **FINANCIAL STATEMENT**

This action will have no fiscal impact at this time. However, the City will enter into a future compensation agreement with the affected taxing entities as required by law to address the distribution of funds associated with the anticipated future sale of the subject property.

**CITY ATTORNEY REVIEW**  N/A  Completed

## **RECOMMENDATION**

Adopt resolution:

1. Authorizing the conveyance of parcels 383-124-18, 383-124-20, 383-124-54 and 383-124-56 located on Mission Gorge Road near Forester Creek to the City of Santee for future development; and
2. Authorizing the Executive Director to execute the necessary documents and take all actions reasonably necessary to complete the conveyance of these parcels.

## **ATTACHMENTS (Listed Below)**

1. Resolution (with Parcel Location Map)

## **Resolution No. CDCSA**

### **A RESOLUTION OF THE SANTEE COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY AUTHORIZING THE CONVEYANCE OF PARCELS 383-124-18, 383-124-20, 383-124-54 AND 383-124-56 TO THE CITY OF SANTEE FOR FUTURE DEVELOPMENT**

**WHEREAS**, pursuant to the Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.), the City Council of the City of Santee ("City") created the Community Development Commission of the City of Santee ("CDC"); and

**WHEREAS**, the CDC was responsible for implementing the Amended and Restated Redevelopment Plan for the Santee Community Redevelopment Project covering certain properties within the City ("Project Areas"); and

**WHEREAS**, as part of the 2011-12 State budget bill, the California State Legislature enacted, and the Governor signed, companion bills AB 1X26 and AB 1X27; and

**WHEREAS**, on December 29, 2011, the California Supreme Court upheld, in large part, AB 1x26 and overturned AB 1x27, which dissolved all redevelopment agencies as of February 1, 2012; and

**WHEREAS**, on January 11, 2012, the City Council elected to become the successor agency to the CDC ("CDC Successor Agency"); and pursuant to Health and Safety Code section 34179(a), the Oversight Board serves as the CDC Successor Agency's oversight board; and

**WHEREAS**, as part of the dissolution of the CDC, the CDC Successor Agency developed a Long Range Property Management Plan ("LRPMP") to identify the disposition and use of the real properties of the former Santee Community Development Commission; and

**WHEREAS**, the LRPMP was approved by the Oversight Board of the Successor Agency on October 23, 2013 and by the State Department of Finance ("DOF") on February 21, 2014; and

**WHEREAS**, as part of the LRPMP, the DOF approved the Successor Agency's plan to sell Parcels 383-124-18, 383-124-20, 383-124-54 and 383-124-56 ("Property"); and

**WHEREAS**, over the past several years, City staff has made extensive efforts to market the Property to prospective commercial brokers and developers, but due to the hilly and rocky nature of much of the Property, site development costs, and the limited frontage of just one of the four parcels on Mission Gorge Road, efforts to encourage development interest in this site have been unsuccessful to date; and

**WHEREAS**, the Successor Agency has determined, based upon existing conditions of this Property and the lack of development interest in these parcels to date, that the community and affected taxing entities will all be better served by conveying these parcels to the City of Santee ("City") for future sale/development, subject to a future compensation agreement with the affected taxing entities as required by law.

## Resolution No. CDCSA

**WHEREAS**, the conveyance to the City will allow the subject Property to be held while allowing the Successor Agency to proceed toward the completion of the wind down of the CDC. Furthermore, this conveyance will be the final disposition of Successor Agency properties as required by the LRPMP.

**NOW THEREFORE BE IT RESOLVED**, by the Santee Community Development Commission Successor Agency as follows:

**Section 1.** Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

**Section 2.** CEQA Compliance. The conveyance of this property is not a project subject to review pursuant to the California Environmental Quality Act ("CEQA"). The Successor Agency has found, and the Oversight Board concurs, that the conveyance will not result in any direct or indirect changes to the development of the Property.

**Section 3.** Findings. The Successor Agency finds that based upon all information, conveyance of the Property to the City for future development is in the best interests of the community, the affected taxing entities and the winding down of the CDC's business. The Successor Agency also finds that this conveyance is consistent with and implements the LRPMP.

**Section 4.** Approval of Conveyance. The Successor Agency hereby approves the conveyance of Parcels 383-124-18, 383-124-20, 383-124-54 and 383-124-56 as depicted on Exhibit "A" to the City of Santee for future development, and authorizes the Executive Director to execute the necessary documents and take all actions reasonably necessary to complete the conveyance of these parcels.

**Section 5.** Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that the Successor Agency would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 6.** Certification. The Secretary of the Successor Agency shall certify as to the adoption of this Resolution.

**Section 7.** Effective Date. This Resolution shall become effective upon its adoption.

**Resolution No. CDCSA**

**ADOPTED** by the Santee Community Development Commission Successor Agency at a Regular Meeting thereof held this 27<sup>th</sup> day of June 2018 by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

---

**JOHN W. MINTO, MAYOR**

**ATTEST:**

---

**ANNETTE ORTIZ, SECRETARY**

Attachments: Exhibit A: Location Map of Parcels 383-124-18, 383-124-20, 383-124-54 and 383-124-56

## EXHIBIT A

Location Map of Parcels 383-124-18,  
383-124-20, 383-124-54 and 383-124-56

# GRADING ESTIMATE FOR POTENTIAL SALE

## LEGEND

- PROPERTY LINE \_\_\_\_\_
- DEVELOPMENT AREA [---]
- GRADING / EXCAVATION AREA [---]
- ASSESSOR PARCEL NO. (XXX-XXX-XX)



MAY 2018

EXCESS LAND AT MISSION GORGE ROAD AND CARLTON HILLS BLVD

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

**MEETING DATE** June 27, 2018

**AGENDA ITEM NO.**

**ITEM TITLE** RESOLUTION ACCEPTING THE CONVEYANCE OF PARCELS 383-124-18, 383-124-20, 383-124-54 AND 383-124-56 LOCATED ON MISSION GORGE ROAD NEAR FORESTER CREEK FROM THE SANTEE COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

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

**SUMMARY**

As part of the dissolution of the former Santee Community Development Commission ("CDC"), the Santee Community Development Commission Successor Agency ("Successor Agency") developed a Long Range Property Management Plan ("LRPMP") to identify the disposition and use of the real properties of the former CDC. This plan was approved by the CDC Successor Agency Oversight Board on October 23, 2013 and by the State Department of Finance ("DOF") on February 21, 2014. As part of the LRPMP, the DOF approved the Successor Agency's plan to designate four parcels (APNs 383-124-18, 20, 54 and 56) located on Mission Gorge Road near Forester Creek for future sale. These parcels represent remnant properties from the SR-52 extension and Forester Creek improvement projects that were acquired in 2004 by the CDC for future redevelopment/economic development purposes.

Due to the hilly and rocky nature of much of the site, and the limited frontage of just one of the four parcels on Mission Gorge Road, efforts to encourage development interest in this site have been unsuccessful to date. While the City continues to evaluate options for this site that maximize the benefit to the community and the potential value of the property for future development, it is recommended that the subject parcels be conveyed by the Successor Agency to the City for future development, subject to a future compensation agreement with the affected taxing entities as required by law. The conveyance to the City will allow the subject property to be held while allowing the Successor Agency to proceed toward the completion of the wind down of the CDC. This conveyance will be the final disposition of Successor Agency properties as required by the LRPMP. Staff has determined, based on a lack of development interest in these parcels to date, that the community and affected taxing entities will all be better served by conveying these parcels to the City for future sale/development.

**FINANCIAL STATEMENT** *m*

This action will have no fiscal impact at this time. However, the City will enter into a future compensation agreement with the affected taxing entities as required by law to address the distribution of funds associated with the anticipated future sale of the subject property.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MDB*

1. Accepting the conveyance of parcels 383-124-18, 383-124-20, 383-124-54 and 383-124-56 located on Mission Gorge Road near Forester Creek from the Santee Community Development Commission for future development; and
2. Authorizing the City Manager to execute the necessary documents and take all actions reasonably necessary to complete the conveyance of these parcels.

**ATTACHMENTS (Listed Below)**

1. Resolution (with Parcel Location Map)

## Resolution No. 2018-

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA ACCEPTING THE CONVEYANCE OF PARCELS 383-124-18, 383-124-20, 383-124-54 AND 383-124-56 TO THE CITY OF SANTEE FOR FUTURE DEVELOPMENT**

**WHEREAS**, pursuant to the Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.), the City Council of the City of Santee ("City") created the Community Development Commission of the City of Santee ("CDC"); and

**WHEREAS**, the CDC was responsible for implementing the Amended and Restated Redevelopment Plan for the Santee Community Redevelopment Project covering certain properties within the City ("Project Areas"); and

**WHEREAS**, as part of the 2011-12 State budget bill, the California State Legislature enacted, and the Governor signed, companion bills AB 1X26 and AB 1X27; and

**WHEREAS**, on December 29, 2011, the California Supreme Court upheld, in large part, AB 1x26 and overturned AB 1x27, which dissolved all redevelopment agencies as of February 1, 2012; and

**WHEREAS**, on January 11, 2012, the City Council elected to become the successor agency to the CDC ("CDC Successor Agency"); and pursuant to Health and Safety Code section 34179(a), the Oversight Board serves as the CDC Successor Agency's oversight board; and

**WHEREAS**, as part of the dissolution of the CDC, the CDC Successor Agency developed a Long Range Property Management Plan ("LRPMP") to identify the disposition and use of the real properties of the former Santee Community Development Commission; and

**WHEREAS**, the LRPMP was approved by the Oversight Board of the Successor Agency on October 23, 2013 and by the State Department of Finance ("DOF") on February 21, 2014; and

**WHEREAS**, as part of the LRPMP, the DOF approved the Successor Agency's plan to sell Parcels 383-124-18, 383-124-20, 383-124-54 and 383-124-56 ("Property"); and

**WHEREAS**, over the past several years, City staff has made extensive efforts to market the Property to prospective commercial brokers and developers, but due to the hilly and rocky nature of much of the Property, site development costs, and the limited frontage of just one of the four parcels on Mission Gorge Road, efforts to encourage development interest in this site have been unsuccessful to date; and

**WHEREAS**, the Successor Agency has determined, based upon existing conditions of this Property and the lack of development interest in these parcels to date, that the community and affected taxing entities will all be better served by conveying these parcels to the City of Santee ("City") for future sale/development, subject to a future compensation agreement with the affected taxing entities as required by law.

## Resolution No. 2018-

**WHEREAS**, the conveyance to the City will allow the subject Property to be held while allowing the Successor Agency to proceed toward the completion of the wind down of the CDC. Furthermore, this conveyance will be the final disposition of Successor Agency properties as required by the LRPMP.

**NOW THEREFORE BE IT RESOLVED**, by the Santee Community Development Commission Successor Agency as follows:

**Section 1.** Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

**Section 2.** CEQA Compliance. The conveyance of this property is not a project subject to review pursuant to the California Environmental Quality Act ("CEQA"). The Successor Agency has found, and the Oversight Board concurs, that the conveyance will not result in any direct or indirect changes to the development of the Property.

**Section 3.** Findings. The City Council finds that based upon all information, conveyance of the Property to the City for future development is in the best interests of the community, the affected taxing entities and the winding down of the CDC's business. The City Council also finds that this conveyance is consistent with and implements the LRPMP.

**Section 4.** Approval of Conveyance. The City Council hereby accepts the conveyance of Parcels 383-124-18, 383-124-20, 383-124-54 and 383-124-56 as depicted on Exhibit "A" from the CDC Successor Agency for future development, and authorizes the City Manager to execute the necessary documents and take all actions reasonably necessary to complete the conveyance of these parcels.

**Section 5.** Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that the City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 6.** Certification. The City Clerk shall certify as to the adoption of this Resolution.

**Section 7.** Effective Date. This Resolution shall become effective upon its adoption.

**Resolution No. 2018-**

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Santee, California at a Regular Meeting thereof held this 27<sup>th</sup> day of June 2018 by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

---

**JOHN W. MINTO, MAYOR**

**ATTEST:**

---

**ANNETTE ORTIZ, CITY CLERK**

Attachments: Exhibit A: Location Map of Parcels 383-124-18, 383-124-20, 383-124-54 and 383-124-56

## EXHIBIT A

Location Map of Parcels 383-124-18,  
383-124-20, 383-124-54 and 383-124-56

**GRADING ESTIMATE  
FOR POTENTIAL SALE**



**LEGEND**

- PROPERTY LINE
- DEVELOPMENT AREA
- GRADING / EXCAVATION AREA
- ASSESSOR PARCEL NO. (XXX-XXX-XX)

MAY 2018

EXCESS LAND AT MISSION GORGE ROAD AND CARLTON HILLS BLVD