

**Click on
Blue Text
to jump to
support
material for
that item.**

**City of Santee
Regular Meeting Agenda**

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

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

**September 28, 2016
7:00 PM**

ROLL CALL: Mayor Randy Voepel
Vice Mayor Jack E. Dale
Council Members Ronn Hall, Rob McNelis and John W. Minto

LEGISLATIVE INVOCATION \ PLEDGE OF ALLEGIANCE:

PROCLAMATION: National Manufacturing Week – October 3-7, 2016

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

1. CONSENT CALENDAR:

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

- (A) Approval of reading by title only and waiver of reading in full of Ordinances and Resolutions on the agenda.**
- (B) Approval of Payment of Demands as presented.**
- (C) Approval of the expenditure of \$46,928.63 for August 2016 Legal Services and related costs.**
- (D) Adoption of a Resolution accepting the Town Center Community Park West Safety Netting project (CIP 2016-32) as complete and direct the City Clerk to file a Notice of Completion.**
- (E) Rejection of three (3) claims against the City by Pamela Stickler, Brian Martins and Randy Burgess per Government Code Section 913.**

- (F) Adoption of two (2) Resolutions approving the FY 2016-17 Salary Schedules and for Employer Paid Member Contributions (EPMC) for Local Safety Members.
- (G) Authorization of lease agreements for two new Xerox copier/printers from Xerox Corporation per the Cooperative Purchasing Network (TCPN) Contract #R150302 for a total amount not to exceed \$37,705 at the end of the 5-year terms and authorization for the City Manager to execute the agreements and approve change orders up to ten percent of the annual purchase order amount.

2. PUBLIC HEARING:

- (A) Public Hearing for Tentative Map (TM2015-3) and Development Review Permit (DR2015-6) for a 10-unit residential condominium subdivision at 8646 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 Section 15332. Applicant: Infill Development Company.

Recommendation:

1. Conduct and close the public hearing; and
2. Find the project exempt from CEQA pursuant to Section 15332 of the CEQA Guidelines; and
3. Adopt two (2) Resolutions approving Tentative Map TM2015-3 and Development Review Permit DR2015-6.

- (B) Public Hearing for a Resolution of the City Council of the City of Santee, California declaring its intent to become a Groundwater Sustainability Agency (GSA) under the Sustainable Groundwater Management Act for a portion of the San Diego River Valley Groundwater Basin and notification to the Department of Water Resources of said intent.

Recommendation:

1. Conduct and close the public hearing; and
2. Adopt the Resolution to elect to become a GSA for the San Diego River Valley Groundwater Basin pursuant to California Water Code Section 10723 within the City limits and notify the Department of Water Resources within 30 days.

3. ORDINANCES:

- (A) An Interim Urgency Ordinance of the City Council of the City of Santee, California, enacted pursuant to California Government Code Section 65858 establishing a temporary moratorium on marijuana uses pending the enactment of an update to the City's Municipal Code.

Recommendation:

Adopt Interim Urgency Ordinance.

4. CITY COUNCIL ITEMS AND REPORTS:

5. CONTINUED BUSINESS: None

6. NEW BUSINESS: None

7. COMMUNICATION FROM THE PUBLIC:

Each person wishing to address the City Council regarding items not on the posted agenda may do so at this time. In accordance with State law, Council may not take action on an item not scheduled on the Agenda. If appropriate, the item will be referred to the City Manager or placed on a future agenda.

8. CITY MANAGER REPORTS:

(A) Request to fund legislative advocacy firm.

Recommendation:
Provide direction to staff.

9. CDC SUCCESSOR AGENCY:

10. SANTEE PUBLIC FINANCING AUTHORITY:

11. CITY ATTORNEY REPORTS:

12. CLOSED SESSION:

(A) LIABILITY CLAIM
(Gov. Code section 54956.95)
Claimant: Brad Peterson
Agency Claimed Against: City of Santee

13. ADJOURNMENT:

October & November Meetings

Oct	06	SPARC	Civic Center Building 7
Oct	10	Community Oriented Policing Committee	Council Chamber
Oct	12	City Council Meeting	Council Chamber
Oct	26	City Council Meeting	Council Chamber
Nov	03	SPARC	Civic Center Building 7
Nov	09	City Council Meeting	Council Chamber
Nov	14	Community Oriented Policing Committee	Council Chamber

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

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

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

State of California } County of San Diego } ss. City of Santee }	<h3 style="margin: 0;">AFFIDAVIT OF POSTING AGENDA</h3>
I, <u>Patsy Bell, CMC, City Clerk</u> of the City of Santee, hereby declare, under penalty of perjury, that a copy of this Agenda was posted in accordance with the Brown Act and Santee Resolution 61-2003 on <u>September 23, 2016</u> , at <u>4:30 p.m.</u>	
_____ Signature	_____ 09/23/16 Date

City of Santee, California Proclamation

WHEREAS, National Manufacturing Day has been observed annually on the first Friday in October, in recognition of the significant contributions of Manufacturing to the national, state and local economy, and in recent years, this has been expanded into a week-long celebration of this industry; and

WHEREAS, Manufacturing is a critical segment of the San Diego region, which is home to over 3,000 manufacturing establishments, representing more than 110,000 jobs and an economic impact of over \$ 7 billion dollars; and

WHEREAS, to highlight the importance of manufacturing to the regional economy, manufacturing businesses and local agencies throughout San Diego County will be celebrating "National Manufacturing Week" from October 3-7 with an entire week of business events and manufacturing tours; and

WHEREAS, the Santee community is fortunate to be the home of over 90 manufacturing companies which represent an important segment of the local economy, contributing both highly skilled and high paying jobs to Santee's employment base; and

NOW, THEREFORE, I, Randy Voepel, Mayor of the City of Santee, on behalf of the City Council, do hereby proclaim the week of October 3 to October 7, 2016 as

"NATIONAL MANUFACTURING WEEK"

in the City of Santee and encourage all citizens and businesses to join in recognizing the value of manufacturers and the importance they serve in our community.

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



Randy Voepel

Mayor Randy Voepel

City of Santee
COUNCIL AGENDA STATEMENT

1B

MEETING DATE September 28, 2016 **AGENDA ITEM NO.**

ITEM TITLE PAYMENT OF DEMANDS

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

SUMMARY

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

FINANCIAL STATEMENT *TM*

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

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

Approval of the payment of demands as presented.

ATTACHMENTS (Listed Below)

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

Payment of Demands
Summary of Payments Issued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
09/02/16	Accounts Payable	\$ 101,481.75
09/07/16	Accounts Payable	1,626,506.91
09/07/16	Accounts Payable	5,291.80
09/14/16	Accounts Payable	111,099.87
09/15/16	Payroll	328,518.85
09/15/16	Accounts Payable	142,344.25
09/15/16	Accounts Payable	23,518.31
09/16/16	Accounts Payable	189,118.11
09/19/16	Accounts Payable	<u>102,952.72</u>
	TOTAL	<u>\$ 2,630,832.57</u>

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



Tim K. McDermott, Director of Finance

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
15850	9/2/2016	10955 DEPARTMENT OF THE TREASURY	PPE 08/24/16		FEDERAL WITHHOLDING AND MEC	78,548.58
					Total :	78,548.58
15880	9/2/2016	10956 FRANCHISE TAX BOARD	PPE 08/24/16		CA STATE TAX WITHHELD	22,933.17
					Total :	22,933.17
					Bank total :	101,481.75
					Total vouchers :	101,481.75

2 Vouchers for bank code : ubgen

2 Vouchers in this report

Prepared by: Y. Alade
Date: 9-6-16

Approved by: [Signature]
Date: 9-6-16

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
113094	9/7/2016	11275 AMERICAN SAFETY EMT	12293 12294		CPR COMPLETION CARDS CPR COMPLETION CARDS	72.00 40.00 112.00
113095	9/7/2016	12083 ANIMAL PEST MANAGEMENT	163156	51537	BEE HIVE REMOVAL	120.00 120.00
113096	9/7/2016	10018 BENCHMARK LANDSCAPE SVCS INC	127430	51603	JULY 2016- AREA 3 LANDSCAPE	10,001.01 10,001.01
113097	9/7/2016	10021 BOUND TREE MEDICAL LLC	82240230 82240231 82240232 82240233 82240234 82240235 82241409	51486 51486 51516 51516 51486 51516 51486	EMS SUPPLIES EMS SUPPLIES PHARMACEUTICALS PHARMACEUTICALS EMS SUPPLIES PHARMACEUTICALS EMS SUPPLIES	110.14 110.14 459.87 1,136.76 846.40 40.40 918.18 3,621.89
113098	9/7/2016	11169 CALIFORNIA WATERS LLC	16712 16722	51522 51522	FOUNTAIN REPAIRS FOUNTAIN REPAIRS	793.00 393.00 1,186.00
113099	9/7/2016	10032 CINTAS CORPORATION #694	694245743	51489	UNIFORM/PARTS CLEANER RNTL	60.17 60.17
113100	9/7/2016	10039 COUNTY MOTOR PARTS COMPANY INC	328046 328047	51467 51467	VEHICLE REPAIR PARTS VEHICLE SUPPLIES	13.00 23.61 36.61
113101	9/7/2016	10040 COUNTYWIDE MECHANICAL SYSTEMS	H16065817	51616	HVAC REPAIR - FIRE STN #5	126.00 126.00
113102	9/7/2016	10333 COX COMMUNICATIONS	063453006 112256001		9534 VIA ZAPADOR 9130 CARLTON OAKS DR	339.45 175.53 514.98

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
113103	9/7/2016	11090 CSE SECURITY INC	2366		SUMMER CONCERT SERIES	72.00
					Total :	72.00
113104	9/7/2016	10595 CUTTER'S EDGE INDUSTRIES INC	081716-2	51468	EQUIPMENT REPAIR	115.06
					Total :	115.06
113105	9/7/2016	10042 DALEY & HEFT LLP	47646		LEGAL SERVICES - CLAIMS	5,209.48
					Total :	5,209.48
113106	9/7/2016	10449 DAY WIRELESS SYSTEMS	562003-02		SUMMER CONCERT SERIES	98.40
					Total :	98.40
113107	9/7/2016	11295 DOKKEN ENGINEERING	30499	50583	CONCRETE REPLACEMENT	1,985.00
			30501	50583	CONSTRUCTION INSPECTION	18,177.00
					Total :	20,162.00
113108	9/7/2016	10057 ESGIL CORPORATION	08/22/16-08/26/16		SHARE OF FEES	15,367.69
					Total :	15,367.69
113109	9/7/2016	10146 EXPRESSIONS DANCE AND MOVEMENT	SUMMER-2016		INSTRUCTOR PAYMENT	734.50
					Total :	734.50
113110	9/7/2016	10580 FASTENAL COMPANY	CAELC63948	51524	SUPPLIES & HARDWARE	37.66
					Total :	37.66
113111	9/7/2016	10251 FEDERAL EXPRESS	5-525-76363		SHIPPING CHARGES	36.34
					Total :	36.34
113112	9/7/2016	10065 GLOBAL POWER GROUP INC	45128	51437	STATIONARY GENERATOR SVC	74.00
			45129	51437	STATIONARY GENERATOR SVC	74.00
			45130	51437	STATIONARY GENERATOR SVC	74.00
					Total :	222.00
113113	9/7/2016	10066 GLOBALSTAR USA LLC	100000007594570		SATELLITE PHONE SERVICE	50.46
					Total :	50.46
113114	9/7/2016	10256 HOME DEPOT CREDIT SERVICES	0151712	51514	STATION SUPPLIES	26.97

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
113114	9/7/2016	10256 HOME DEPOT CREDIT SERVICES	(Continued)			
113115	9/7/2016	11391 HUMPHREY, BREANNE	83116		BLUEGRASS	26.97
113116	9/7/2016	11724 ICF JONES & STOKES INC	0116796	50991	MSCP SUBAREA PLAN & EIR	500.00
113117	9/7/2016	12440 INSIGHT PUBLIC SECTOR INC	1100491229	51593	COMMUNICATION EQUIP-TILLER	500.00
113118	9/7/2016	10151 KONICA MINOLTA BUSINESS	9002661696	51573	COPIER MAINT & USAGE	2,015.00
113119	9/7/2016	11680 KOOPMAN, ASHLEY	AUGCAMP		INSTRUCTOR PAYMENT	125.41
113120	9/7/2016	10977 LASTING IMPRESSIONS PRINT	18048		MISC RECEIPTS	125.41
113121	9/7/2016	12317 LEKOS ELECTRIC INC	1433.05 1433.05R	51363	MAST BLVD SIGNAL UPGRADES RETENTION	145.31
113122	9/7/2016	11986 MARION B BORG ENVIRONMENTAL	SANTEE01-31 SANTEE01-PA SANTEE03-11 SANTEE04-05	51024 51024	FANITA RANCH CONSULTING SVC FANITA RCH CONSULTING SVCS FANITA RANCH CONSULTING SVC FANITA RANCH CONSULTING SERV	540.00
113123	9/7/2016	10079 MEDICO PROFESSIONAL	1850769 1850770	51497 51497	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	399.60
113124	9/7/2016	10083 MUNICIPAL EMERGENCY SERVICES	IN1056111		FIREFIGHTING EQUIPMENT	306,656.96
113125	9/7/2016	10155 MUSCO SPORTS LIGHTING LLC	287296	51385	WEST HILLS PARK FIELDS	-15,332.85
					Total :	291,324.11
					Total :	2,590.00
					Total :	490.00
					Total :	875.00
					Total :	175.00
					Total :	4,130.00
					Total :	20.02
					Total :	8.16
					Total :	28.18
					Total :	313.60
					Total :	313.60
					Total :	2,992.00

Voucher List
CITY OF SANTEE

Bank code : ubgen		Invoice		PO #	Description/Account	Amount
Voucher	Date	Vendor				
113125	9/7/2016	10155	MUSCO SPORTS LIGHTING LLC (Continued)			
113126	9/7/2016	10218	OFFICE DEPOT	856310218001	BUSINESS CARDS	107.67
113127	9/7/2016	10308	O'REILLY AUTO PARTS	2968-492954	VEHICLE REPAIR PARTS	107.67
113128	9/7/2016	11539	PALM ENGINEERING CONSTRUCTION	2		6.42
			2R		MAST BLVD MEDIAN PROJECT RETENTION	6.42
113129	9/7/2016	10446	PLAY WELL TEKNOLOGIES	DB10804	INSTRUCTOR PAYMENT	108,271.06
113130	9/7/2016	10161	PRIZM JANITORIAL SERVICES INC	10288		-5,413.56
				10334	JANITORIAL SERVICES-JULY CLEANING SERVICES	102,857.50
113131	9/7/2016	10150	PROBUILD	04-0127757	BUILDING MATERIALS	2,277.00
113132	9/7/2016	10095	RASA	5007		2,277.00
				5008	MAP CHECK	1,280.00
				5009	MAP CHECK	420.00
113133	9/7/2016	10830	SAN DIEGO COMMUNITY COLLEGE	15581	REGISTRATION FEES	420.00
113134	9/7/2016	10606	S.D. COUNTY SHERIFF'S DEPT.	SHERIFF JULY 2016	LAW ENFORCEMENT JUL 2016	2,120.00
113135	9/7/2016	12223	SITEONE LANDSCAPE SUPPLY LLC	77189369		4,048.00
				77195922	IRRIGATION SUPPLIES	65.99
				77211052	IRRIGATION SUPPLIES	128.48
				77211470	IRRIGATION SUPPLIES	770.06
				77238248	IRRIGATION SUPPLIES	374.20
					IRRIGATION SUPPLIES	809.65
					Total :	1,101,959.99

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
113135	9/7/2016	12223 SITEONE LANDSCAPE SUPPLY LLC	(Continued) 77238345 77282194	51557 51557	IRRIGATION SUPPLIES IRRIGATION SUPPLIES	521.43 137.04 2,806.85
113136	9/7/2016	10119 STEVEN SMITH LANDSCAPE INC	33597	51596	LANDSCAPE SERVICES AREA 1	39,444.72 39,444.72
113137	9/7/2016	10572 SUNBELT RENTALS INC	62617211-001	51528	EQUIPMENT RENTAL	123.26 123.26
113138	9/7/2016	10158 THE SOCO GROUP INC	0310782-IN CL77750	51519 51505	DELIVERED FUEL FLEET CARD FUELING	684.74 1,242.65 1,927.39
113139	9/7/2016	10133 UNDERGROUND SERVICE ALERT	720160686	51552	DIG ALERT SERVICES	268.50 268.50
113140	9/7/2016	10537 WETMORES	63058549 63058590	51507 51507	VEHICLE REPAIR PARTS VEHICLE REPAIR PARTS	190.88 74.20 265.08
113141	9/7/2016	10232 XEROX CORPORATION	085786408 085786409	51510 51530	COPY CHARGES & LEASE COPY CHARGES	180.00 57.15 237.15
113142	9/7/2016	12424 ZONES INC	K03954570101 K03954570102 K03954570103 K03954570104 K03954570105 K03954570206	51594 51594 51594 51594 51594 51594	COMPUTER WORKSTATIONS COMPUTER WORKSTATIONS COMPUTER WORKSTATIONS COMPUTER WORKSTATIONS COMPUTER WORKSTATIONS COMPUTER WORKSTATIONS	1,272.56 182.48 1,815.84 180.93 14.23 1,072.02 4,538.06

49 Vouchers for bank code : ubgen

Bank total : 1,626,506.91

49 Vouchers in this report

Total vouchers : 1,626,506.91

Voucher List
CITY OF SANTEE

Bank code : ubqen

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

Prepared by: Made S
Date: 9-7-16
Approved by: [Signature]
Date: 9-7-16

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
113143	9/7/2016	11017 DIVISION OF THE STATE	APR-JUN 2016		SB 1186 APR-JUN 2016	103.20
113144	9/7/2016	10422 SCST, INC	374970		MAST BLV / JEREMY ST MEDIAN	5,188.60
Total :						103.20
Bank total :						5,291.80
Total vouchers :						5,291.80

2 Vouchers for bank code : ubgen

2 Vouchers in this report

Prepared by: Michelle S
 Date: 9-7-16
 Approved by: [Signature]
 Date: 9-7-16

Voucher List
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
113145	9/14/2016	11139 ACE UNIFORMS AND ACCESSORIES	318119	51588	CLASS B UNIFORMS	548.60
					Total :	548.60
113146	9/14/2016	12083 ANIMAL PEST MANAGEMENT	400014	51537	MOSQUITO CONTROL	75.00
					Total :	75.00
113147	9/14/2016	10438 ARCTIC ICE CO	452119-s		SANTEE BLUEGRASS FESTIVAL	1,164.24
					Total :	1,164.24
113148	9/14/2016	10412 AT&T	000008503053		TELEPHONE	1,194.48
					Total :	1,194.48
113149	9/14/2016	10189 ATTENTION GETTERS DESIGN INC	40392	51465	VEHICLE SUPPLIES	117.18
					Total :	117.18
113150	9/14/2016	11513 BOND, ELLEN	09012017-263		MEADOWBROOK HARDSHIP PGRM	28.27
					Total :	28.27
113151	9/14/2016	10021 BOUND TREE MEDICAL LLC	82246814 82246815 82246816 82246817 82246818 82248195	51516 51486 51486 51516 51486 51486	PHARMACEUTICALS EMS SUPPLIES EMS SUPPLIES PHARMACEUTICALS EMS SUPPLIES EMS SUPPLIES	577.02 581.41 9.95 308.55 123.66 3.48
					Total :	1,604.07
113152	9/14/2016	10098 BURNER, RONALD	73016	51560	ATHLETIC FIELD COORDINATION	2,083.34
					Total :	2,083.34
113153	9/14/2016	11399 CABLE, PIPE, & LEAK DETECTION	10694-972370		LEAK DETECTION	270.00
					Total :	270.00
113154	9/14/2016	11653 CALIFORNIA FIRE CHIEFS	FY16-17		ANNUAL MEMBERSHIP DUES	250.00
					Total :	250.00
113155	9/14/2016	11402 CARROLL, JUDI	09012016-96		MEADOWBROOK HARDSHIP PGRM	28.53

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : ubgen						
113155	9/14/2016	11402 CARROLL, JUDI	(Continued)			
113156	9/14/2016	10958 CATERPILLAR FINANCIAL SERVICES	17302736		LEASE PYMT #8 - BACKHOE	28.53
113157	9/14/2016	12349 CHOICE LOCKSMITHING	082416CS	51425	KEY DUPLICATION	9,720.55
113158	9/14/2016	10032 CINTAS CORPORATION #694	694248240	51489	UNIFORM/PARTS CLEANER RNTL	9,720.55
113159	9/14/2016	10050 CITY OF EL CAJON	160822A		TRAINING REGISTRATION	21.06
113160	9/14/2016	11409 CLAYTON, SYLVIA	09012016-340		MEADOWBROOK HARDSHIP PGRM	21.06
113161	9/14/2016	10037 COPY CORRAL	46328		PRINTING CHARGE	60.17
113162	9/14/2016	10040 COUNTYWIDE MECHANICAL SYSTEMS	P16065735 P16066107	51626 51626	REPAIR DAMAGED BACKFLOW MAST PARK TOILET REPAIRS	60.17
113163	9/14/2016	12422 COURTESY CHEVROLET CENTER	8944776	51569	VEHICLE REPAIR	1,254.00
113164	9/14/2016	10333 COX COMMUNICATIONS	038997401 094486701 105080401		10601 N MAGNOLIA AVE CITY HALL GROUP BILL 9310 FANITA PKWY	1,254.00
113165	9/14/2016	12356 DAVIS FARR LLP	1273	51400	FYE 2016 FIN AUDIT SVCS	29.65
113166	9/14/2016	10045 DIAMOND ENVIRONMENTAL SERVICES	0000799562	51462	PORTABLE TOILET RENTAL SVC	29.65
					Total :	108.00
					Total :	108.00
					Total :	1,357.30
					Total :	287.03
					Total :	1,644.33
					Total :	1,105.20
					Total :	1,105.20
					Total :	103.60
					Total :	2,998.06
					Total :	42.34
					Total :	3,144.00
					Total :	10,200.00
					Total :	10,200.00
					Total :	118.00
					Total :	118.00

Voucher List
CITY OF SANTEE

Bank code : ubgen		Invoice		PO #	Description/Account	Amount
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
113167	9/14/2016	12438 DIESEL PRINT CO, LLC	8232016		BLUEGRASS FESTIVAL	197.64
113168	9/14/2016	10057 ESGIL CORPORATION	08/29/16-09/02/16		SHARE OF FEES	197.64
					Total :	14,053.12
113169	9/14/2016	10580 FASTENAL COMPANY	CAELC63990	51471	VEHICLE REPAIR PARTS	15.58
			CAELC63991	51524	PSD SUPPLIES	184.66
					Total :	200.24
113170	9/14/2016	11196 HD SUPPLY FACILITIES	9148264112	51517	STATION SUPPLIES	285.08
113171	9/14/2016	10246 HUDSON SAFETY T LITE RENTALS	00038677	51438	TRAFFIC SIGNS & MATERIALS	285.08
					Total :	84.63
113172	9/14/2016	12454 INTERGULF - JMR	CD14008S		REFUNDABLE DEPOSIT	35,000.00
					Total :	35,000.00
113173	9/14/2016	11428 JUDGE NETTING INC	0119-16201R	51597	TCCP WEST SAFETY NETTING	10,800.00
			0119-16201RR		RETENTION	-540.00
					Total :	10,260.00
113174	9/14/2016	11864 KIRKLAND OFFSET PRINTING	010573		CENTRAL SUPPLY - WINDOW ENVI	717.11
					Total :	717.11
113175	9/14/2016	10397 MAD SCIENCE OF SAN DIEGO	66117		INSTRUCTOR PAYMENT	917.00
					Total :	917.00
113176	9/14/2016	10079 MEDICO PROFESSIONAL	1854066	51497	MEDICAL LINEN SERVICE	20.02
			1854067	51497	MEDICAL LINEN SERVICE	8.16
					Total :	28.18
113177	9/14/2016	11029 MISSION JANITORIAL SUPPLIES	523232-00	51441	JANITORIAL SUPPLIES	349.71
					Total :	349.71
113178	9/14/2016	10507 MITEL LEASING	1389655		MONTHLY RENTAL 124690	117.52
			1390053		MONTHLY RENTAL 122670	878.90

Voucher List
CITY OF SANTEE

Bank code : ubgen		Vendor		Invoice	PO #	Description/Account	Amount
Voucher	Date						
113178	9/14/2016	10507	MITTEL LEASING	(Continued) 1390216 1390240		MONTHLY RENTAL 130737 MONTHLY RENTAL 131413	74.85 81.40 Total : 1,152.67
113179	9/14/2016	10757	NENOW, DAN	09092016		EMPLOYEE REIMBURSEMENT	200.00 Total : 200.00
113180	9/14/2016	10087	NORCO DELIVERY SERVICE INC	706303		COURIER SERVICE	60.96 Total : 60.96
113181	9/14/2016	10218	OFFICE DEPOT	853131095001		BUSINESS CARDS	60.97 Total : 60.97
113182	9/14/2016	10308	O'REILLY AUTO PARTS	2968-494193	51476	VEHICLE REPAIR PARTS	3.48 Total : 3.48
113183	9/14/2016	10344	PADRE DAM MUNICIPAL WATER DIST	29701296		TEMPORARY METER	165.50 Total : 165.50
113184	9/14/2016	11442	PATTERSON, LUANNE	09012016-225		MEADOWBROOK HARDSHIP PGRM	27.35 Total : 27.35
113185	9/14/2016	11888	PENSKE FORD	10097016 115565	51478 51478	VEHICLE REPAIR PARTS VEHICLE REPAIR	81.53 1,444.88 Total : 1,526.41
113186	9/14/2016	10092	PHOENIX GROUP INFO SYSTEMS	072016031	51577	PARKING CITE SVC JUL 2016	98.20 Total : 98.20
113187	9/14/2016	10922	PIZARRO, FRANK	083016		EMPLOYEE REIMBURSEMENT	132.46 Total : 132.46
113188	9/14/2016	10161	PRIZM JANITORIAL SERVICES INC	10363	51595	JANITORIAL SERVICES-AUG	2,502.63 Total : 2,502.63
113189	9/14/2016	12456	PROSPECT AVE BAPTIST CHURCH	BC 160001A		REFUNDABLE DEPOSIT	2,290.00

Voucher List
CITY OF SANTEE

Bank code : ubgen		Invoice		PO #	Description/Account	Amount
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
113189	9/14/2016	12456 PROSPECT AVE BAPTIST CHURCH	(Continued)			Total : 2,290.00
113190	9/14/2016	12062 PURETEC INDUSTRIAL WATER	1505032	51479	DEIONIZED WATER SERVICE	45.00
					Total :	45.00
113191	9/14/2016	10095 RASA	5010	51589	MAP CHECK	210.00
			5010A	51589	MAP CHECK	210.00
					Total :	420.00
113192	9/14/2016	11679 REGIONAL TASK FORCE ON THE	2015-2016		MEMBERSHIP	50.00
					Total :	50.00
113193	9/14/2016	12256 ROE, DARLENE	09012016-318		MEADOWBROOK HARDSHIP PGRN	28.73
					Total :	28.73
113194	9/14/2016	10212 SANTEE SCHOOL DISTRICT	2016	51539	TEEN CENTER TRANSPORTATION	637.00
					Total :	637.00
113195	9/14/2016	10213 SOUTH BAY FOUNDRY INC	0164827-IN	51453	GAS TAX SUPPLIES	196.56
					Total :	196.56
113196	9/14/2016	10314 SOUTH COAST EMERGENCY VEHICLE	481329	51502	VEHICLE REPAIR PARTS	132.86
					Total :	132.86
113197	9/14/2016	11403 ST. JOHN, LYNNE	09012016-78		MEADOWBROOK HARDSHIP PGRN	28.40
					Total :	28.40
113198	9/14/2016	10217 STAPLES BUSINESS ADVANTAGE	3311917496	51587	OFFICE SUPPLIES	75.30
			3312131059	51503	OFFICE SUPPLIES	66.30
			3312388353	51587	CREDIT	-4.26
			3312388355	51587	OFFICE SUPPLIES	4.26
					Total :	141.60
113199	9/14/2016	11625 STAUMP PRODUCTIONS	082916		INSTRUCTOR PAYMENT	728.00
					Total :	728.00
113200	9/14/2016	10572 SUNBELT RENTALS INC	62518096-001	51528	FLOOD CONTROL	832.80

Voucher List
CITY OF SANTEE

Bank code :	ubgen		Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor				
113200	9/14/2016	10572 SUNBELT RENTALS INC	(Continued)			832.80
113201	9/14/2016	10121 SUPERIOR READY MIX LP	809321	51565	ASPHALT MATERIALS/SUPPLIES	60.48
					Total :	60.48
113202	9/14/2016	10158 THE SOCO GROUP INC	CL78776	51505	FLEET CARD FUELING	1,282.59
					Total :	1,282.59
113203	9/14/2016	10692 UNITED PARCEL SERVICE	000006150X346 00006150X336		SHIPPING CHARGES SHIPPING CHARGES	-3.97 77.23
					Total :	73.26
113204	9/14/2016	10475 VERIZON WIRELESS	9770667421		WIFI SERVICE	698.26
					Total :	698.26
113205	9/14/2016	10148 WESTAIR GASES & EQUIPMENT INC	10350009	51460	PSD SUPPLIES	106.68
					Total :	106.68
113206	9/14/2016	10537 WETMORES	63058805	51507	VEHICLE REPAIR PART	7.44
					Total :	7.44
113207	9/14/2016	11757 WILSON, CURTIS	082616		EMPLOYEE REIMBURSEMENT	217.00
					Total :	217.00
113208	9/14/2016	10232 XEROX CORPORATION	086053221	51583	COPY CHARGES & LEASE	331.20
					Total :	331.20
					Bank total :	111,099.87
					Total vouchers :	111,099.87

64 Vouchers for bank code : ubgen

64 Vouchers in this report

Prepared by: M. Dale
 Date: 9-14-16
 Approved by: [Signature]
 Date: 9-14-16

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
113209	9/15/2016	10508 LIFE INSURANCE COMPANY OF	September 2016		LIFE INSURANCE	2,785.45
					Total :	2,785.45
113210	9/15/2016	10779 NATIONAL BENEFIT SERVICES LLC	PPE 09/07/16		FLEXIBLE SPENDING ACCOUNT	1,920.43
					Total :	1,920.43
113211	9/15/2016	10784 NATIONAL UNION FIRE INSURANCE	September 2016		VOLUNTARY AD&D	117.86
					Total :	117.86
113212	9/15/2016	10353 PERS	09 16 3		RETIREMENT PAYMENT	99,337.32
					Total :	99,337.32
113213	9/15/2016	10335 SAN DIEGO FIREFIGHTERS FEDERAL	September 2016		LONG TERM DISABILITY-SAFETY	1,151.50
					Total :	1,151.50
113214	9/15/2016	10424 SANTEE FIREFIGHTERS	PPE 09/07/16		DUES/PEC/BENEVOLENT/BC EXP	2,472.99
					Total :	2,472.99
113215	9/15/2016	10776 STATE OF CALIFORNIA	PPE 09/07/16		WITHHOLDING ORDER	267.69
					Total :	267.69
113216	9/15/2016	10783 UNITED WAY OF SAN DIEGO COUNTY	September 2016		UNITED WAY	72.00
					Total :	72.00
113217	9/15/2016	10001 US BANK	PPE 09/07/16		PARS RETIREMENT	690.82
					Total :	690.82
113218	9/15/2016	10959 VANTAGE TRANSFER AGENT/457	PPE 09/07/16		ICMA - 457	29,704.10
					Total :	29,704.10
113219	9/15/2016	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 09/07/16		RETIREE HEALTH SAVINGS ACCOL	3,824.09
					Total :	3,824.09
11	Vouchers for bank code : ubgen				Bank total :	142,344.25
11	Vouchers in this report				Total vouchers :	142,344.25

Voucher List
CITY OF SANTEE

Bank code : ubqen

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

Prepared by: Michelle S
Date: 9-15-16
Approved by: [Signature]
Date: 9-15-16

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
113220	9/15/2016	10001 US BANK	00000003		VEHICLE SUPPLIES	81.02
			000005		VEHICLE SUPPLIES	324.00
			000007		VEHICLE SUPPLIES	43.20
			0000797504		PORTABLE TOILET SERVICE	35.00
			001179		DAY CAMP SUPPLIES	87.50
			00241291275944214-A		FIREFIGHTING EQUIPMENT	55.22
			00241291275944214-B		FIREFIGHTING EQUIPMENT	55.22
			00241291275944214-C		FIREFIGHTING EQUIPMENT	49.67
			00241291275944214-D		FIREFIGHTING EQUIPMENT	49.67
			00241291275944214-E		FIREFIGHTING EQUIPMENT	76.02
			00474116505107251600		STATION SUPPLIES	107.98
			0067		MEETING SUPPLIES	15.96
			00907		GRAFFITI SUPPLIES	61.51
			014		TEEN CTR STAFF RECOGNITION	130.05
			016274		DAY CAMP SUPPLIES	30.57
			016588		DAY CAMP STAFF RECOGNITION	15.50
			02539		STATION SUPPLIES	1.08
			02540		STATION SUPPLIES	2.16
			026259		MEETING SUPPLIES	17.26
			02984		TEEN CENTER SUPPLIES	32.75
			03047		TEEN CENTER SUPPLIES	15.10
			03278		TEEN CENTER SUPPLIES	28.56
			03279		TEEN CENTER SUPPLIES	158.92
			032989		PIZZAS FOR CITY HALL DANCE	27.00
			052678		MV2 SEMI ANNUAL EVENT	13.17
			05450		PARK SUPPLIES	15.09
			05634		SKATE PARK SUPPLIES	6.44
			059529		DAY CAMP FIELD TRIP PARKING	20.00
			062631		MEETING SUPPLIES	4.85
			0673		GENERAL SPECIAL EVENTS	34.15
			06747		CHIMNEY FIRE	27.79
			07222016		RATER LUNCHEON	23.20
			076123		DAY CAMP FIELD TRIP	77.00
			08142016		BUSINESS CARDS	111.28
			08172016		AS NEEDED OFFICE SUPPLIES	169.95
			096867		DAY CAMP SUPPLIES	43.20

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
113220	9/15/2016	10001 US BANK	(Continued)			
			09814047		SANTEE BLUEGRASS FESTIVAL	93.56
			098919		DAY CAMP STAFF RECOGNITION	8.99
			099773		DAY CAMP SUPPLIES	48.28
			1		VEHICLE SUPPLIES	118.85
			100		DAY CAMP JR LEADER SUPPLIES	51.00
			1000532.001		TRAINING	500.00
			1000533.001		FIRE PUMP TRAINING	580.00
			100335405		REFERENCE MANUAL	373.16
			10042		MV2 SEMI ANNUAL EVENT	31.98
			10261683142372221		STATION EQUIPMENT	229.02
			108		DAY CAMP JR LEADER SUPPLIES	89.45
			10943		VEHICLE REPAIR PART	4.61
			11		MEETING SUPPLIES	12.90
			11102-407027		PART FOR V98	39.15
			111616		OFFICE SUPPLIES	13.68
			11169		CITY HALL SUPPLIES	83.78
			11318709830461826		STATION SUPPLIES	32.85
			1145 001 1701		STATION SUPPLIES	21.59
			11615413092089060		BLUEGRASS	99.99
			1171		CHIMNEY FIRE	7.58
			1295		BANNER FOR COLLIER PARK	45.03
			1326898		FUEL	16.99
			1327093		CHIMNEY FIRE	4.42
			140145		INTERGENERATIONAL PICNIC	40.96
			141703		GENERAL EVENTS	81.00
			143026		DAY CAMP SUPPLIES	30.21
			1458		FIRST AID SUPPLIES	28.76
			1476608		ICSC DUES - RONN HALL	50.00
			157966		DAY CAMP SUPPLIES	23.47
			17387		POWER WINDOW INSTALLATION	400.00
			1778535-94713185		MSA CONFERENCE REGISTRATION	435.00
			1778535-94713698		MSA CONFERENCE REGISTRATION	350.00
			190418		PATCHES	161.00
			2009658		WEARING APPAREL	917.73
			2016208534		RECORDED DOCUMENT	7.00
			2019		CHIMNEY FIRE	23.74

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
113220	9/15/2016	10001 US BANK	(Continued)			
			202038060		FERTILIZER	803.95
			212564		TRACTOR PARTS	62.74
			223112-1568140		ICSC MEETING REGISTRATION	700.00
			2235479		ICSC MEETING REGISTRATION	350.00
			2372192		PSD SUPPLIES	201.58
			2454585		SIGN REPAIR SUPPLIES	51.81
			2468		REC REVOLVING PRINT & DUPL	1,294.31
			25904		MISC SUPPLIES FOR PARKS	96.49
			2623804		MISC PSD SUPPLIES	28.06
			264713		PADRE TICKETS FOR DAY CAMP	864.00
			2685		BANNERS	970.00
			2712		BIKE LIGHT POLE BANNERS	135.00
			2713		BANNERS	344.40
			284999		PILOT FIRE	15.28
			292016		X FACTOR CAMP SUPPLIES	12.78
			2936556		MISC PSD SUPPLIES	64.67
			3475433		OFFICE SUPPLIES	53.43
			347848		MISC PSD SUPPLIES	129.06
			35150		PSD SUPPLIES - YARD STOCK	79.80
			36075		MISC SUPPLIES FOR PARKS	18.54
			37570		DAY CAMP FIELD TRIP	593.25
			386325		MISC SUPPLIES	228.53
			39962		GRAFFITI SUPPLIES	77.39
			403 6 216 339		STATION SUPPLIES	806.42
			445652		PARK SIGN INSTALLATION	8.22
			4478		DAY CAMP/TEEN CENTER	78.76
			460 10 237 151		MV2 SEMI-ANNUAL EVENT	24.17
			4873869		OFFICE SUPPLIES	65.25
			488 8 385 29		COUNCIL MEETING SUPPLIES	11.99
			496362		CHIMNEY FIRE	13.68
			501679		SUMMER CONCERT SERIES	32.24
			50898		MISC PSD SUPPLIES	27.08
			51595		SUPPLIES	22.62
			5439		JUMPER FOR DAY CAMP	110.00
			56108		RECORDED DOCUMENT	0.76
			562002-02		SUMMER CONCERT SERIES	98.40

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
113220	9/15/2016	10001 US BANK	(Continued)			
			562146-02		SANTEE SALUTES	216.00
			60963		APWA AWARD LUNCH	15.00
			62090143-001		EQUIPMENT RENTAL	141.16
			625988		FUEL	42.27
			64022		KONA ICE DRINKS FOR DAY CAMP	103.00
			6531430		OFFICE SUPPLIES	61.08
			69205		MISC PSD SUPPLIES	13.54
			699		CHIMNEY FIRE	39.54
			70581		CLEANING SUPPLIES	19.14
			7160217243		TRASH BAGS	730.08
			72594		TCFS STAFF TRAINING	230.00
			72638		FLEET SUPPLIES	109.84
			74824		DAY CAMP SUPPLIES	17.93
			775		STATION SUPPLIES	117.15
			8299		SUPPLIES FOR DAY CAMP	47.41
			8325		PRINTING	13.25
			85033		ITE ANNUAL MEETING	250.00
			850469041-001		BUSINESS CARDS	133.59
			858020643-001		BLUEGRASS	77.72
			865337		FUEL - PILOT FIRE	55.64
			8752969		OPS CENTER SUPPLIES	217.22
			88258528		MISC PSD SUPPLIES	26.70
			88379125		PROSPECT FENCING SUPPLIES	201.58
			919875048		EQUIPMENT REPAIR	159.84
			94616952		CASQA CONFERENCE	600.00
			9723830		MISC SUPPLIES FOR PARKS	9.48
			999432		OFFICE SUPPLIES	40.54
			BBB6065848517		STATION SUPPLIES	647.84
			BF6FZP		BERKELEY CPSI AIRFARE	186.98
			BPAV675Q		MEETING REGISTRATION	103.00
			BQ0PD9411006		MEMBERSHIP RENEWAL	1,070.00
			CR-11318709830461826		CR-STATION SUPPLIES RETRND	-32.85
			E/6048013		FUEL	66.45
			ELCORD036307		PARTS FOR SKIDSTEER TRACTOR	222.72
			F-0148		MEETING SUPPLIES	11.78
			FAO2330529		FLOWERS FOR SPARC MEMBER	89.62

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
113220	9/15/2016	10001 US BANK	(Continued)			
			G42288/1		SIGN REPAIR SUPPLIES	113.85
			JH8XGT-1		CALPELRA CONFERENCE	106.60
			JH8XGT-2		CALPELRA CONFERENCE	289.00
			JH8XGT-3		CALPELRA CONFERENCE	34.00
			JH8XGT-4		CALPELRA CONFERENCE	-34.00
			M299877		VEHICLE MAINTENANCE	100.00
			MISSING FP#1		FUEL	80.00
			MISSING JM#1		FUEL	43.74
			MISSING JM#2		FUEL	20.00
			MISSING JM#3		VEHICLE MAINTENANCE	6.00
			MISSING-JB #1		VEHICLE SUPPLIES	64.80
			P27997		VEHICLE REPAIR PART	9.82
			PARTS-4230		DRINKING/DOG FOUNTAIN PARTS	220.98
			R74437		BERKELEY CPSI COURSE/EXAM	575.00
			S33673		VEHICLE REPAIR PART	256.85
					Total :	23,518.31

1 Vouchers for bank code : ubgen

Bank total : 23,518.31

1 Vouchers in this report

Total vouchers : 23,518.31

Prepared by: Y Miller
Date: 9-15-16

Approved by: [Signature]
Date: 9-15-16

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128	9/16/2016	11485 SOURCEPOINT	AR170918		PROSPECT AVE ENHANCEMENTS	189,118.11
Total :						189,118.11
1 Vouchers for bank code : ubgen						Bank total : 189,118.11
1 Vouchers in this report						Total vouchers : 189,118.11

Prepared by: Allice S
Date: 9-16-16

Approved by: [Signature]
Date: 9-16-16

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE September 28, 2016

AGENDA ITEM NO.

ITEM TITLE APPROVAL OF THE EXPENDITURE OF \$46,928.63 FOR AUGUST 2016 LEGAL SERVICES AND RELATED COSTS

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

SUMMARY

Legal service billings proposed for payment for the month of August 2016 total \$46,928.63 as follows:

1) General Retainer Services	\$ 13,123.70
2) Labor & Employment	501.60
3) Litigation & Claims (General Fund)	19,823.71
4) Special Projects (General Fund)	3,022.13
5) Special Projects (Other Funds)	146.30
6) Applicant Initiated Projects	10,311.19

FINANCIAL STATEMENT *tm*

Account Description: Legal Services

General Fund:	<u>AMOUNT</u>	<u>BALANCE</u>
Adopted Budget	\$ 398,000.00	
Revised Budget	\$ 458,315.00	
Prior Expenditures	(48,542.34)	
Current Request	(36,471.14)	\$ 373,301.52
Other Funds (excluding applicant initiated items):		
Adopted Budget	\$ 40,000.00	
Revised Budget	\$ 40,522.50	
Prior Expenditures	(647.90)	
Current Request	(146.30)	\$ 39,728.30

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *amdb*

Approve the expenditure of \$46,928.63 for August 2016 legal services and related costs.

ATTACHMENT (Listed Below)

Legal Services Billing Summary

LEGAL SERVICES BILLING SUMMARY
FY 2016-17

Category	Adopted Budget	Revised Budget	Spent Year to Date	Available Balance	Mo/Yr	Current Request Amount
General Fund:						
General / Retainer	\$ 162,000.00	\$ 162,000.00	\$ 13,897.52	\$ 148,102.48	Aug-16	\$ 13,123.70
Labor & Employment	50,000.00	50,000.00	4,681.60	45,318.40	Aug-16	501.60
Litigation & Claims	50,000.00	67,053.00	16,963.91	50,089.09	Aug-16	19,823.71
Special Projects	136,000.00	179,262.00	12,999.31	166,262.69	Aug-16	3,022.13
Total	\$ 398,000.00	\$ 458,315.00	\$ 48,542.34	\$ 409,772.66		\$ 36,471.14
Other City Funds:						
Special Projects	\$ 30,000.00	\$ 30,000.00	\$ 125.40	\$ 29,874.60		\$ -
MHFP Commission	10,000.00	10,000.00	-	10,000.00	Aug-16	146.30
Total	\$ 40,000.00	\$ 40,000.00	\$ 125.40	\$ 39,874.60		\$ 146.30
CDC Successor Agency Bond Proceeds:						
Prospect Avenue Project	\$ -	\$ 522.50	\$ 522.50	\$ -		\$ -

LEGAL SERVICES BILLING SUMMARY
FY 2016-17

Category	Adopted Budget	Revised Budget	Spent Year to Date	Available Balance	Current Request Mo/Yr	Current Request Amount
<i>Applicant-initiated (paid from developer/applicant deposits)</i>						
Riverwalk (County)	n/a	n/a	\$ -	n/a	Aug-16	\$ 260.70
Lantern Crest	n/a	n/a	148.50	n/a	Aug-16	53.40
Castlerock	n/a	n/a	1,573.50	n/a	Aug-16	445.50
Castlerock CFD	n/a	n/a	237.60	n/a		-
Wal-Mart	n/a	n/a	445.50	n/a	Aug-16	148.50
Home Fed/Subarea Plan	n/a	n/a	7,889.84	n/a	Aug-16	5,367.49
Santee 50	n/a	n/a	71.10	n/a		-
East County Estates	n/a	n/a	189.60	n/a		-
Karl Strauss	n/a	n/a	1,069.20	n/a	Aug-16	653.40
Santee Walker	n/a	n/a	5,368.80	n/a	Aug-16	356.40
Prospect Estates	n/a	n/a	7.99	n/a		-
PDMWD Maint. Yard Wireless Fac.	n/a	n/a	118.50	n/a		-
Heaney Properties	n/a	n/a	-	n/a	Aug-16	2,877.30
Calvary Chapel CUP Revision	n/a	n/a	980.10	n/a	Aug-16	148.50
Total			\$ 18,100.23			\$ 10,311.19

Total Previously Spent to Date FY 2016-17	
General Fund	\$ 48,542.34
Other City Funds	125.40
CDCSA Bond Proceeds	522.50
Applicant Deposits	18,100.23
Total	\$ 67,290.47

Total Proposed for Payment	
General Fund	\$ 36,471.14
Other City Funds	146.30
CDCSA Bond Proceeds	-
Applicant Deposits	10,311.19
Total	\$ 46,928.63

City of Santee
COUNCIL AGENDA STATEMENT

1D

MEETING DATE September 28, 2016

AGENDA ITEM NO.

ITEM TITLE **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, ACCEPTING THE TOWN CENTER COMMUNITY PARK WEST SAFETY NETTING (CIP 2016-32) AS COMPLETE**

DIRECTOR/DEPARTMENT Melanie Kush, Development Services *MK*

SUMMARY This item requests City Council accept the Town Center Community Park West Safety Netting (CIP 2016-32) as complete. This project installed safety netting 24 feet in height, along the third base lines of fields 2 and 4 at the Town Center Community Park West Ball Field site. This safety netting was necessary to protect users on the newly installed playgrounds funded by the Kaboom Grant from errant sideline fly balls.

City Council awarded the construction contract to Judge Netting, Inc. in the amount of \$59,200.00 on July 13, 2016, and authorized the Director of Development Services to approve change orders in an amount not to exceed \$5,920.00 for unforeseen items and additional work. The Notice to Proceed was issued on August 10, 2016 and all work was completed on September 2, 2016. One construction change order was approved for the project in the amount of \$2,400.00 for a total contract price of \$61,600.00.

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

FINANCIAL STATEMENT *m*

This project was funded by Park In-Lieu Fees as part of the Ball Field Improvements project included in the adopted Capital Improvement Program budget.

Design & Bidding	\$ 7,613.54
Original Construction Contract	59,200.00
Construction Change Orders	2,400.00
Construction Engineering/Management	7,858.62
Project Close Out	<u>1,000.00</u>
Total Project Cost	<u>\$ 78,072.16</u>

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

Adopt the attached Resolution accepting the Town Center Community Park West Safety Netting (CIP 2016-32) as complete, and direct the City Clerk to file a Notice of Completion.

ATTACHMENT
Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
ACCEPTING THE TOWN CENTER COMMUNITY PARK WEST SAFETY NETTING
(CIP 2016-32) AS COMPLETE**

WHEREAS, the City Council awarded the construction contract for the Town Center Community Park West Safety Netting (CIP 2016-32) to Judge Netting, Inc. on July 13, 2016, for \$59,200.00; and

WHEREAS, City Council authorized the Director of Development Services to approve construction change orders not to exceed \$5,920.00; and

WHEREAS, Staff approved one construction change order in the amount of \$2,400.00; and

WHEREAS, the project was completed for a total construction contract amount of \$61,600.00; and

WHEREAS, Judge Netting, Inc. has completed the project in accordance with the contract plans and specifications.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Santee, California, that the work for the construction of the Town Center Community Park West Safety Netting (CIP 2016-32) is accepted as complete on this date and the City Clerk is directed to record a "Notice of Completion".

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 28th day of September 2016, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

City of Santee
COUNCIL AGENDA STATEMENT

1E

MEETING DATE September 28, 2016

AGENDA ITEM NO.

ITEM TITLE **THREE CLAIMS AGAINST THE CITY BY PAMELA STICKLER, BRIAN MARTINS, RANDY BURGESS**

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

SUMMARY

Three claims were filed against the City by Pamela Stickler, Brian Martins and Randy Burgess. The claims have been reviewed by the City's Director of Human Resources and Risk Management prior to bringing them forward for consideration. The Director of Human Resources and Risk Management recommends the claims be rejected as provided in Government Code Section 913.

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

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

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

Reject claims as per Government Code Section 913.

ATTACHMENTS (Listed Below)

None

City of Santee
COUNCIL AGENDA STATEMENT

1F

MEETING DATE September 28, 2016

AGENDA ITEM NO.

ITEM TITLE RESOLUTIONS APPROVING THE FY 2016-17 SALARY SCHEDULES AND FOR EMPLOYER PAID MEMBER CONTRIBUTIONS FOR LOCAL SAFETY MEMBERS

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

SUMMARY

The City Council approved the terms of the Santee Firefighters' Association (SFFA) Memorandum of Understanding (MOU) in closed session on September 14, 2016. Key provisions include: 3 year term July 1, 2016-June 30, 2019; 2.5% salary increase retroactive to June 30, 2016; 3.5% salary increase effective June 29, 2017; 2.5% salary increase effective June 28, 2018. Also included, classic CalPERS members of the SFFA will begin paying the full 9% of the employee PERS contribution, eliminating the current 3% Employer Paid Member Contribution, effective October 6, 2016. The SFFA members will receive a 2% salary adjustment effective October 6, 2016.

The attached resolutions approve two SFFA salary schedules and eliminate the Employer Paid Member Contribution for SFFA members.

m

FINANCIAL STATEMENT

Funding for the approved salary and benefits is included in the amended FY 2016-17 operating budget which was adopted by the City Council on July 13, 2016.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

Adopt the attached Resolutions

ATTACHMENTS (Listed Below)

1. Resolutions
2. Exhibits "A" and "B" SFFA Salary Schedules
3. SFFA Memorandum of Understanding

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, APPROVING THE REVISED FY 2016-17 SALARY SCHEDULES**

WHEREAS, on June 24, 2015 the City Council adopted Resolution No. 054-2015 which adopted the Two-Year Operating Budget for Fiscal Years 2015-16 and 2016-17 and which authorized the City Manager to implement salary and benefit adjustments for General, Management and Santee Firefighters' Association (SFFA) employee groups as approved and directed by the City Council; and

WHEREAS, on August 10, 2016 the City Council adopted Resolution No. 084-2016 which approved the salary schedule for Hourly, General and Management employees effective June 30, 2016 reflecting a 2.5% increase; and

WHEREAS, on September 14, 2016 the City Council approved the terms of the Memorandum of Understanding (MOU) between the City and the Santee Firefighters' Association (SFFA) providing certain salary and benefit adjustments as follows.

- a. Term: July 1, 2016 – June 30, 2019
- b. 2.5% salary increase retroactive to June 30, 2016
- c. Classic CalPERS members will contribute an additional 3% for the full 9% CalPERS employee contribution effective October 6, 2016 in exchange for a 2.0% salary adjustment effective October 6, 2016
- d. 3.5% salary increase effective June 29, 2017
- e. 2.5% salary increase effective June 28, 2018 (or commensurate with the change in the San Diego Urban Wage Earners and Clerical Workers Consumer Price Index (CPI) for the preceding calendar year if greater than 2.5% but not to exceed 3.5%)
- f. Fire Engineer/Paramedic salary is increased by .5% retroactive to June 30, 2016 and will be recognized as a promotion
- g. Other changes as provided in the approved MOU

WHEREAS, the City Council desires to amend the FY 2016-17 SFFA salary schedules as presented in Exhibits "A" and "B" to reflect the approved terms of the MOU with the SFFA.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Santee, California, does hereby find, determine and declare that the SFFA Salary Schedules as provided in Exhibits "A" and "B" are approved and adopted.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 28th day of September, 2016, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

RESOLUTION NO. _____

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

Attachment: Exhibits "A" and "B" SFFA Salary Schedules

CITY OF SANTEE
 FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JUNE 30, 2016

Classification	A	B	C	D	E
Fire Captain / PM					
Base salary	28.68	30.11	31.62	33.20	34.86
	83,508.78	87,685.16	92,069.15	96,671.93	101,506.09
Educational Incentive					
Fire Captain / PM	29.11	30.56	32.09	33.70	35.38
31-45 units = 1.5% over base	84,761.23	89,000.44	93,450.25	98,122.15	103,028.71
Fire Captain / PM	29.54	31.01	32.57	34.19	35.90
46 units and over = 3.0% over base	86,013.95	90,315.72	94,831.37	99,571.83	104,551.04
Fire Captain / PM	29.97	31.47	33.04	34.69	36.43
A.A. Degree = 4.5% over base	87,266.68	91,630.73	96,212.20	101,022.05	106,073.64
Fire Captain / PM	30.40	31.92	33.51	35.19	36.95
Bachelor Degree = 6% over base	88,519.13	92,946.00	97,593.31	102,472.27	107,596.53

CITY OF SANTEE
 FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JUNE 30, 2016

Exhibit A

Classification	A	B	C	D	E
Fire Captain					
Base salary	Hourly 27.44	28.81	30.26	31.77	33.36
	Annual 79,912.60	83,908.96	88,104.19	92,508.94	97,134.40
Educational Incentive					
Fire Captain	Hourly 27.85	29.25	30.71	32.24	33.86
31-45 units = 1.5% over base	Annual 81,111.23	85,167.42	89,426.03	93,896.60	98,591.45
Fire Captain	Hourly 28.27	29.68	31.16	32.72	34.36
46 units and over = 3.0% over base	Annual 82,310.14	86,426.16	90,747.32	95,284.00	100,048.50
Fire Captain	Hourly 28.68	30.11	31.62	33.20	34.86
A.A. Degree = 4.5% over base	Annual 83,508.78	87,684.89	92,068.87	96,671.93	101,505.55
Fire Captain	Hourly 29.09	30.54	32.07	33.67	35.36
Bachelor Degree = 6% over base	Annual 84,707.41	88,943.35	93,390.71	98,059.33	102,962.59

FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
EFFECTIVE JUNE 30, 2016

Classification	A	B	C	D	E
Fire Engineer/PM					
Base salary					
Hourly	24.60	25.81	27.08	28.46	29.81
Annual	71,638.99	75,154.87	78,845.90	82,868.29	86,793.22
Educational Incentive					
Fire Engineer / PM					
31-45 units = 1.5% over base					
Hourly	24.97	26.20	27.48	28.88	30.25
Annual	72,713.76	76,282.09	80,028.30	84,111.35	88,095.03
Fire Engineer / PM					
46 units and over = 3.0% over base					
Hourly	25.34	26.58	27.89	29.31	30.70
Annual	73,788.27	77,409.58	81,211.24	85,354.15	89,396.85
Fire Engineer / PM					
A.A. Degree = 4.5% over base					
Hourly	25.71	26.97	28.29	29.74	31.15
Annual	74,862.77	78,536.78	82,393.91	86,597.21	90,698.94
Fire Engineer / PM					
Bachelor Degree = 6% over base					
Hourly	26.08	27.36	28.70	30.16	31.59
Annual	75,937.55	79,664.27	83,576.58	87,840.27	92,000.75

CITY OF SANTEE
 FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JUNE 30, 2016

Exhibit A

Classification	A	B	C	D	E
Fire Engineer					
Base salary					
Hourly	23.42	24.57	25.78	27.10	28.38
Annual	68,213.04	71,560.11	75,075.16	78,905.18	82,642.86
Educational Incentive					
Fire Engineer					
31-45 units = 1.5% over base					
Hourly	23.78	24.94	26.17	27.50	28.81
Annual	69,236.31	72,633.63	76,201.41	80,088.79	83,882.46
Fire Engineer					
46 units and over = 3.0% over base					
Hourly	24.13	25.31	26.55	27.91	29.23
Annual	70,259.58	73,706.89	77,327.38	81,272.40	85,122.36
Fire Engineer					
A.A. Degree = 4.5% over base					
Hourly	24.48	25.68	26.94	28.32	29.66
Annual	71,282.58	74,780.42	78,453.63	82,456.01	86,361.96
Fire Engineer					
Bachelor Degree = 6% over base					
Hourly	24.83	26.05	27.33	28.72	30.08
Annual	72,306.11	75,853.68	79,579.62	83,639.63	87,601.57

CITY OF SANTEE
 FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JUNE 30, 2016

Classification	A	B	C	D	E	F	G	H
----------------	---	---	---	---	---	---	---	---

Firefighter Paramedic	21.08	21.95	22.85	23.79	25.20	26.22	27.28	28.38
Base salary	61,394.10	63,916.20	66,543.21	69,277.83	73,378.01	76,342.36	79,426.65	82,642.86

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

Firefighter Paramedic								
31-45 units = 1.5% over base							27.68	28.81
							80,617.90	83,882.46

Firefighter Paramedic								
46 units and over = 3.0% over base							28.09	29.23
							81,809.17	85,122.36

Firefighter Paramedic								
A.A. Degree = 4.5% over base							28.50	29.66
							83,000.97	86,361.96

Firefighter Paramedic								
Bachelor Degree = 6% over base							28.91	30.08
							84,192.24	87,601.57

CITY OF SANTEE
 FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JUNE 30, 2016

Classification	A	B	C	D	E	F	G	H
----------------	---	---	---	---	---	---	---	---

Firefighter	Hourly	17.89	18.78	19.64	20.71	21.74	22.83	23.97	25.17
Base salary	Annual	52,093.45	54,696.96	57,189.30	60,304.17	63,319.61	66,485.85	69,809.41	73,300.70

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

Firefighter	31-45 units = 1.5% over base								
							24.33	25.55	
							70,856.71	74,400.18	

Firefighter
 46 units and over = 3.0% over base

							24.69	25.93
							71,903.75	75,499.66

Firefighter
 A.A. Degree = 4.5% over base

							25.05	26.30
							72,951.05	76,599.41

Firefighter
 Bachelor Degree = 6% over base

							25.41	26.68
							73,998.08	77,698.62

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE JUNE 30, 2016

Exhibit A

Range	Classification	A	B	C	D	E
29	Hourly	19.64	20.63	21.66	22.74	23.88
	Annual	40,858.55	42,901.54	45,046.68	47,299.18	49,663.95
35	Hourly	22.78	23.92	25.12	26.37	27.69
	Annual	47,383.59	49,752.72	52,240.40	54,852.67	57,595.22
	Hourly	47.65	to	64.33		
	Annual	99,117.62	to	133,808.95		
50	Hourly	32.99	34.64	36.38	38.19	40.10
	Annual	68,625.52	72,056.99	75,660.01	79,442.76	83,415.08
58	Hourly	40.20	42.21	44.32	46.54	48.86
	Annual	83,613.40	87,794.43	92,184.42	96,793.50	101,633.38
49	Hourly	32.19	33.80	35.49	37.26	39.13
	Annual	66,951.85	70,299.46	73,814.51	77,505.49	81,380.57
	Hourly	40.11	to	56.16		
	Annual	83,422.97	to	116,812.72		
	Hourly	93.63	to	93.63		
	Annual	194,750.00	to	194,750.00		
	Hourly	47.65	to	64.33		
	Annual	99,118.06	to	133,808.66		

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE JUNE 30, 2016

Exhibit A

Range	Classification	A	B	C	D	E	
26	Code Compliance Assistant	Hourly Annual	18.24 37,941.18	19.15 39,838.30	20.11 41,830.20	21.12 43,921.80	22.17 46,117.75
44	Code Compliance Officer	Hourly Annual	28.45 59,175.74	29.87 62,134.36	31.37 65,241.31	32.93 68,503.15	34.58 71,928.33
46	Confidential Accountant	Hourly Annual	29.89 62,171.51	31.38 65,280.10	32.95 68,544.12	34.60 71,971.22	36.33 75,569.86
38	Confidential Human Resources & Risk Management Technician	Hourly Annual	24.53 51,027.03	25.76 53,578.37	27.05 56,257.27	28.40 59,070.30	29.82 62,023.73
46	Confidential Payroll Specialist	Hourly Annual	29.89 62,171.51	31.38 65,280.10	32.95 68,544.12	34.60 71,971.22	36.33 75,569.86
46	Confidential Secretary to City Manager/Council	Hourly Annual	29.89 62,171.51	31.38 65,280.10	32.95 68,544.12	34.60 71,971.22	36.33 75,569.86
	Confidential Senior Human Resources Analyst	Hourly Annual		36.18 75,248.86	to to	48.84 101,586.63	
	Crossing Guards ^ (Single Rate)	Hourly		12.52			
43	Deputy City Clerk	Hourly Annual	27.76 57,732.35	29.14 60,618.86	30.60 63,649.87	32.13 66,832.48	33.74 70,173.81
	Deputy Fire Chief	Hourly Annual		52.26 108,709.62	to to	70.45 146,542.93	

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE JUNE 30, 2016

Exhibit A

Range	Classification	Salary Band	A	B	C	D	E
	Development Services Aide ^			10.48	to	16.76	
35	Development Services Technician	Hourly	22.78	23.92	25.12	26.37	27.69
		Annual	47,383.59	49,752.72	52,240.40	54,852.67	57,595.22
	Director of Community Services	Hourly		57.44	to	76.59	
		Annual		119,476.07	to	159,307.78	
	Director of Development Services	Hourly		56.84	to	76.62	
		Annual		118,218.39	to	159,374.19	
	Director of Finance / City Treasurer	Hourly		60.05	to	80.80	
		Annual		124,903.58	to	168,059.58	
	Director of Fire & Life Safety (Fire Chief)	Hourly		62.51	to	81.60	
		Annual		130,029.24	to	169,725.94	
	Director of Human Resources & Risk Management	Hourly		51.08	to	68.95	
		Annual		106,238.09	to	143,421.58	
44	Engineering Inspector	Hourly	28.45	29.87	31.37	32.93	34.58
		Annual	59,175.74	62,134.36	65,241.31	68,503.15	71,928.33
39	Equipment Mechanic	Hourly	25.15	26.40	27.72	29.11	30.56
		Annual	52,302.70	54,917.95	57,663.78	60,547.02	63,574.20

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE JUNE 30, 2016

Exhibit A

Range	Classification	A	B	C	D	E	
35	Equipment Operator	Hourly	22.78	23.92	25.12	26.37	27.69
		Annual	47,383.59	49,752.72	52,240.40	54,852.67	57,595.22
17	Facilities Maintenance Technician	Hourly	14.61	15.34	16.10	16.91	17.75
		Annual	30,380.59	31,899.37	33,494.64	35,169.40	36,927.75
	Finance Manager	Hourly		44.34	to	59.86	
		Annual		92,225.70	to	124,504.77	
	Fire Battalion Chief (2920 hours)	Hourly		33.31	to	45.15	
		Annual		97,251.35	to	131,838.17	
	Fire Division Chief	Hourly		49.08	to	66.25	
		Annual		102,093.38	to	137,807.60	
	Fire Marshal	Hourly		44.34	to	59.86	
		Annual		92,225.70	to	124,504.77	
	Graphic Artist ^	Hourly		19.16	to	24.70	
	Information Technology Manager	Hourly		40.31	to	54.42	
		Annual		83,841.55	to	113,186.22	
53	Information Technology Analyst	Hourly	35.53	37.31	39.17	41.13	43.19
		Annual	73,902.20	77,597.28	81,477.55	85,551.22	89,828.94
29	Landscape and Irrigation Maintenance Worker	Hourly	19.64	20.63	21.66	22.74	23.88
		Annual	40,858.55	42,901.54	45,046.68	47,299.18	49,663.95

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE JUNE 30, 2016

Exhibit A

Range	Classification	A	B	C	D	E
48	Lead Equipment Mechanic	31.40 65,318.89	32.97 68,584.82	34.62 72,013.84	36.35 75,614.66	38.17 79,395.51
38	Lead Maintenance Worker	24.53 51,027.03	25.76 53,578.37	27.05 56,257.27	28.40 59,070.30	29.82 62,023.73
29	Maintenance Worker	19.64 40,858.55	20.63 42,901.54	21.66 45,046.68	22.74 47,299.18	23.88 49,663.95
43	Management Assistant	27.76 57,732.35	29.14 60,618.86	30.60 63,649.87	32.13 66,832.48	33.74 70,173.81
	Office Aide ^		10.48	to	16.76	
48	Parks & Landscape Supervisor	31.40 65,318.89	32.97 68,584.82	34.62 72,013.84	36.35 75,614.66	38.17 79,395.51
	Planning Director		52.42	to	70.76	
	Principal Civil Engineer		109,029.36	to	147,189.84	
	Principal Civil Engineer		49.82	to	67.48	
	Principal Planner		103,623.06	to	140,350.22	
	Principal Planner		39.48	to	53.30	
	Principal Traffic Engineer		82,118.57	to	110,861.82	
	Principal Traffic Engineer		49.82	to	67.48	
	Public Services Manager		103,623.06	to	140,350.22	
	Public Services Manager		38.34	to	51.77	

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE JUNE 30, 2016

Exhibit A

<u>Range</u>	<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
			79,740.13	to	107,674.39	
43	Public Works Supervisor	27.76	29.14	30.60	32.13	33.74
	Annual	57,732.35	60,618.86	63,649.87	66,832.48	70,173.81
	Recreation Aide ^		10.48	to	16.76	
28	Recreation Coordinator	19.16	20.12	21.13	22.19	23.29
	Annual	39,862.06	41,855.32	43,948.02	46,145.35	48,452.74
	Recreation Coordinator ^		15.19	to	21.09	
	Recreation Leader ^		11.90	to	17.50	
	Recreation Services Manager		38.34	to	51.77	
	Annual	79,740.13	to	107,674.39		
	Recreation Supervisor		27.39	to	39.13	
	Annual	56,966.41	to	81,380.57		
23	Secretary	16.94	17.79	18.67	19.61	20.59
	Annual	35,231.96	36,993.58	38,843.16	40,785.35	42,824.78
36	Senior Account Clerk	23.35	24.52	25.74	27.03	28.38
	Annual	48,568.29	50,996.71	53,546.68	56,223.95	59,035.34
48	Senior Buyer	31.40	32.97	34.62	36.35	38.17
	Annual	65,318.89	68,584.82	72,013.84	75,614.66	79,395.51

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE JUNE 30, 2016

Exhibit A

Range	Classification	A	B	C	D	E
	Senior Civil Engineer / Senior Traffic Engineer		43.67 90,834.14	to to	59.38 123,516.94	
	Senior Economic Development Coordinator		34.45 71,665.59	to to	46.51 96,749.16	
	Senior Management Analyst		34.45 71,665.59	to to	46.51 96,749.16	
	Senior Planner		34.33 71,406.93	to to	46.35 96,401.71	
48	Special Events Supervisor	31.40 65,318.89	32.97 68,584.82	34.62 72,013.84	36.35 75,614.66	38.17 79,395.51
	Special Projects Coordinator ^		31.52	to	42.55	
50	Storm Water Program Manager	32.99 68,625.52	34.64 72,056.99	36.38 75,660.01	38.19 79,442.76	40.10 83,415.08
	Student Intern ^		10.00	to	16.00	
	Student Intern ^ (Graduate)		11.00	to	17.60	

^Denotes a part-time position.

CITY OF SANTEE
 MAYOR AND CITY COUNCIL MEMBERS SALARY SCHEDULE
 EFFECTIVE JULY 1, 2014

<u>Range</u>	<u>Classification</u>		
	City Council Member	Monthly	1,605.94
		Annual	19,271.28
	Mayor	Monthly	1,100.57
	(Additional Compensation)	Annual	13,206.84

CITY OF SANTEE
 FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE OCTOBER 6, 2016

Exhibit B

Classification	A	B	C	D	E
Fire Captain / PM					
Base salary	Hourly 29.25	30.71	32.25	33.86	35.56
	Annual 85,178.96	89,438.86	93,910.53	98,605.37	103,536.21
Educational Incentive					
Fire Captain / PM	Hourly 29.69	31.17	32.73	34.37	36.09
31-45 units = 1.5% over base	Annual 86,456.45	90,780.45	95,319.27	100,084.59	105,089.28
Fire Captain / PM	Hourly 30.13	31.64	33.22	34.88	36.62
46 units and over = 3.0% over base	Annual 87,734.23	92,122.03	96,728.00	101,563.27	106,642.06
Fire Captain / PM	Hourly 30.57	32.10	33.70	35.39	37.16
A.A. Degree = 4.5% over base	Annual 89,012.01	93,463.34	98,136.44	103,042.49	108,195.11
Fire Captain / PM	Hourly 31.01	32.56	34.18	35.89	37.69
Bachelor Degree = 6% over base	Annual 90,289.51	94,804.92	99,545.18	104,521.72	109,748.46

FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
EFFECTIVE OCTOBER 6, 2016

Classification	A	B	C	D	E
Fire Captain					
Base salary	27.99	29.39	30.86	32.40	34.02
	81,510.85	85,587.14	89,866.27	94,359.12	99,077.09
Educational Incentive					
Fire Captain	28.41	29.83	31.32	32.89	34.53
31-45 units = 1.5% over base	82,733.45	86,870.77	91,214.55	95,774.53	100,563.28
Fire Captain	28.83	30.27	31.79	33.38	35.04
46 units and over = 3.0% over base	83,956.35	88,154.68	92,562.27	97,189.68	102,049.47
Fire Captain	29.25	30.71	32.25	33.86	35.55
A.A. Degree = 4.5% over base	85,178.96	89,438.59	93,910.25	98,605.37	103,535.66
Fire Captain	29.67	31.15	32.71	34.35	36.07
Bachelor Degree = 6% over base	86,401.57	90,722.22	95,258.52	100,020.52	105,021.84

CITY OF SANTEE
 FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE OCTOBER 6, 2016

Exhibit B

Classification	A	B	C	D	E
Fire Engineer/PM					
Base salary	Hourly 25.09	26.32	27.62	29.03	30.40
	Annual 73,071.77	76,657.98	80,422.82	84,525.66	88,529.09
Educational Incentive					
Fire Engineer / PM	Hourly 25.47	26.72	28.03	29.46	30.86
31-45 units = 1.5% over base	Annual 74,168.04	77,807.72	81,628.87	85,793.59	89,856.93
Fire Engineer / PM	Hourly 25.85	27.11	28.45	29.90	31.31
46 units and over = 3.0% over base	Annual 75,264.04	78,957.77	82,835.48	87,061.23	91,184.79
Fire Engineer / PM	Hourly 26.22	27.51	28.86	30.33	31.77
A.A. Degree = 4.5% over base	Annual 76,360.03	80,107.52	84,041.79	88,329.15	92,512.92
Fire Engineer / PM	Hourly 26.60	27.90	29.27	30.77	32.23
Bachelor Degree = 6% over base	Annual 77,456.30	81,257.56	85,248.11	89,597.09	93,840.78

FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
EFFECTIVE OCTOBER 6, 2016

Classification	A	B	C	D	E
Fire Engineer					
Base salary					
Hourly	23.89	25.07	26.30	27.64	28.95
Annual	69,577.30	72,991.31	76,576.66	80,483.28	84,295.72
Educational Incentive					
Fire Engineer					
31-45 units = 1.5% over base	24.25	25.44	26.69	28.05	29.38
Annual	70,621.04	74,086.30	77,725.44	81,690.57	85,560.11
Fire Engineer					
46 units and over = 3.0% over base	24.61	25.82	27.09	28.47	29.82
Annual	71,664.77	75,181.03	78,873.93	82,897.85	86,824.81
Fire Engineer					
A.A. Degree = 4.5% over base	24.97	26.19	27.48	28.88	30.25
Annual	72,708.23	76,276.03	80,022.70	84,105.13	88,089.20
Fire Engineer					
Bachelor Degree = 6% over base	25.33	26.57	27.87	29.30	30.68
Annual	73,752.23	77,370.75	81,171.21	85,312.42	89,353.60

CITY OF SANTEE
 FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE OCTOBER 6, 2016

Classification	A	B	C	D	E	F	G	H
----------------	---	---	---	---	---	---	---	---

Firefighter Paramedic	21.50	22.39	23.31	24.27	25.70	26.74	27.82	28.95
Base salary	62,621.98	65,194.52	67,874.07	70,663.39	74,845.57	77,869.21	81,015.18	84,295.72

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

Firefighter Paramedic								
31-45 units = 1.5% over base							28.24	29.38
							82,230.26	85,560.11

Firefighter Paramedic
 46 units and over = 3.0% over base

							28.66	29.82
							83,445.35	86,824.81

Firefighter Paramedic
 A.A. Degree = 4.5% over base

							29.07	30.25
							84,660.99	88,089.20

Firefighter Paramedic
 Bachelor Degree = 6% over base

							29.49	30.68
							85,876.08	89,353.60

CITY OF SANTEE
 FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE OCTOBER 6, 2016

Classification	A	B	C	D	E	F	G	H
----------------	---	---	---	---	---	---	---	---

Firefighter	18.25	19.16	20.03	21.12	22.18	23.29	24.45	25.68
Base salary	53,135.32	55,790.90	58,333.09	61,510.25	64,586.00	67,815.57	71,205.60	74,766.71

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

Classification	G	H
Firefighter	24.82	26.06
31-45 units = 1.5% over base	72,273.84	75,888.18

Firefighter	25.19	26.45
46 units and over = 3.0% over base	73,341.83	77,009.65

Firefighter	25.55	26.83
A.A. Degree = 4.5% over base	74,410.07	78,131.40

Firefighter	25.92	27.22
Bachelor Degree = 6% over base	75,478.04	79,252.59

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE OCTOBER 6, 2016

Exhibit B

Range	Classification	A	B	C	D	E
29	Account Clerk	19.64	20.63	21.66	22.74	23.88
	Hourly Annual	40,858.55	42,901.54	45,046.68	47,299.18	49,663.95
35	Administrative Secretary	22.78	23.92	25.12	26.37	27.69
	Hourly Annual	47,383.59	49,752.72	52,240.40	54,852.67	57,595.22
50	Assistant to the City Manager		47.65	to	64.33	
	Hourly Annual		99,117.62	to	133,808.95	
58	Assistant Engineer	32.99	34.64	36.38	38.19	40.10
	Hourly Annual	68,625.52	72,056.99	75,660.01	79,442.76	83,415.08
49	Associate Civil Engineer / Associate Traffic Engineer	40.20	42.21	44.32	46.54	48.86
	Hourly Annual	83,613.40	87,794.43	92,184.42	96,793.50	101,633.38
49	Associate Planner	32.19	33.80	35.49	37.26	39.13
	Hourly Annual	66,951.85	70,299.46	73,814.51	77,505.49	81,380.57
	City Clerk		40.11	to	56.16	
	Hourly Annual		83,422.97	to	116,812.72	
	City Manager (Single Rate)		93.63	to	93.63	
	Hourly Annual		194,750.00	to	194,750.00	
	City Planner		47.65	to	64.33	
	Hourly Annual		99,118.06	to	133,808.66	

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE OCTOBER 6, 2016

Exhibit B

Range	Classification	A	B	C	D	E	
26	Code Compliance Assistant	Hourly Annual	18.24 37,941.18	19.15 39,838.30	20.11 41,830.20	21.12 43,921.80	22.17 46,117.75
44	Code Compliance Officer	Hourly Annual	28.45 59,175.74	29.87 62,134.36	31.37 65,241.31	32.93 68,503.15	34.58 71,928.33
46	Confidential Accountant	Hourly Annual	29.89 62,171.51	31.38 65,280.10	32.95 68,544.12	34.60 71,971.22	36.33 75,569.86
38	Confidential Human Resources & Risk Management Technician	Hourly Annual	24.53 51,027.03	25.76 53,578.37	27.05 56,257.27	28.40 59,070.30	29.82 62,023.73
46	Confidential Payroll Specialist	Hourly Annual	29.89 62,171.51	31.38 65,280.10	32.95 68,544.12	34.60 71,971.22	36.33 75,569.86
46	Confidential Secretary to City Manager/Council	Hourly Annual	29.89 62,171.51	31.38 65,280.10	32.95 68,544.12	34.60 71,971.22	36.33 75,569.86
	Confidential Senior Human Resources Analyst	Hourly Annual		36.18 75,248.86	to to	48.84 101,586.63	
	Crossing Guards ^ (Single Rate)	Hourly		12.52			
43	Deputy City Clerk	Hourly Annual	27.76 57,732.35	29.14 60,618.86	30.60 63,649.87	32.13 66,832.48	33.74 70,173.81
	Deputy Fire Chief	Hourly Annual		52.26 108,709.62	to to	70.45 146,542.93	

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE OCTOBER 6, 2016

Exhibit B

Range	Classification	A	B	C	D	E
	Development Services Aide ^		10.48	to	16.76	
35	Development Services Technician	Hourly	22.78	25.12	26.37	27.69
		Annual	47,383.59	52,240.40	54,852.67	57,595.22
	Director of Community Services	Hourly	57.44	to	76.59	
		Annual	119,476.07	to	159,307.78	
	Director of Development Services	Hourly	56.84	to	76.62	
		Annual	118,218.39	to	159,374.19	
	Director of Finance / City Treasurer	Hourly	60.05	to	80.80	
		Annual	124,903.58	to	168,059.58	
	Director of Fire & Life Safety (Fire Chief)	Hourly	62.51	to	81.60	
		Annual	130,029.24	to	169,725.94	
	Director of Human Resources & Risk Management	Hourly	51.08	to	68.95	
		Annual	106,238.09	to	143,421.58	
44	Engineering Inspector	Hourly	28.45	31.37	32.93	34.58
		Annual	59,175.74	65,241.31	68,503.15	71,928.33
39	Equipment Mechanic	Hourly	25.15	27.72	29.11	30.56
		Annual	52,302.70	57,663.78	60,547.02	63,574.20

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE OCTOBER 6, 2016

Exhibit B

<u>Range</u>	<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
35	Equipment Operator	22.78	23.92	25.12	26.37	27.69
	Hourly					
	Annual	47,383.59	49,752.72	52,240.40	54,852.67	57,595.22
17	Facilities Maintenance Technician	14.61	15.34	16.10	16.91	17.75
	Hourly					
	Annual	30,380.59	31,899.37	33,494.64	35,169.40	36,927.75
	Finance Manager					
	Hourly		44.34	to	59.86	
	Annual		92,225.70	to	124,504.77	
	Fire Battalion Chief (2920 hours)					
	Hourly		33.31	to	45.15	
	Annual		97,251.35	to	131,838.17	
	Fire Division Chief					
	Hourly		49.08	to	66.25	
	Annual		102,093.38	to	137,807.60	
	Fire Marshal					
	Hourly		44.34	to	59.86	
	Annual		92,225.70	to	124,504.77	
	Graphic Artist ^					
	Hourly		19.16	to	24.70	
	Information Technology Manager					
	Hourly		40.31	to	54.42	
	Annual		83,841.55	to	113,186.22	
53	Information Technology Analyst	35.53	37.31	39.17	41.13	43.19
	Hourly					
	Annual	73,902.20	77,597.28	81,477.55	85,551.22	89,828.94
29	Landscape and Irrigation Maintenance Worker	19.64	20.63	21.66	22.74	23.88
	Hourly					
	Annual	40,858.55	42,901.54	45,046.68	47,299.18	49,663.95

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE OCTOBER 6, 2016

Exhibit B

<u>Range</u>	<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	
48	Lead Equipment Mechanic	Hourly Annual	31.40 65,318.89	32.97 68,584.82	34.62 72,013.84	36.35 75,614.66	38.17 79,395.51
38	Lead Maintenance Worker	Hourly Annual	24.53 51,027.03	25.76 53,578.37	27.05 56,257.27	28.40 59,070.30	29.82 62,023.73
29	Maintenance Worker	Hourly Annual	19.64 40,858.55	20.63 42,901.54	21.66 45,046.68	22.74 47,299.18	23.88 49,663.95
43	Management Assistant	Hourly Annual	27.76 57,732.35	29.14 60,618.86	30.60 63,649.87	32.13 66,832.48	33.74 70,173.81
	Office Aide ^	Hourly		10.48	to	16.76	
48	Parks & Landscape Supervisor	Hourly Annual	31.40 65,318.89	32.97 68,584.82	34.62 72,013.84	36.35 75,614.66	38.17 79,395.51
	Planning Director	Hourly Annual		52.42 109,029.36	to to	70.76 147,189.84	
	Principal Civil Engineer	Hourly Annual		49.82 103,623.06	to to	67.48 140,350.22	
	Principal Planner	Hourly Annual		39.48 82,118.57	to to	53.30 110,861.82	
	Principal Traffic Engineer	Hourly Annual		49.82 103,623.06	to to	67.48 140,350.22	
	Public Services Manager	Hourly		38.34	to	51.77	

HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE

EFFECTIVE OCTOBER 6, 2016

Range	Classification	A	B	C	D	E
		79,740.13 to 107,674.39				
43	Public Works Supervisor	27.76	29.14	30.60	32.13	33.74
	Annual	57,732.35	60,618.86	63,649.87	66,832.48	70,173.81
	Hourly	10.48	to	16.76		
28	Recreation Coordinator	19.16	20.12	21.13	22.19	23.29
	Annual	39,862.06	41,855.32	43,948.02	46,145.35	48,452.74
	Hourly	15.19	to	21.09		
	Recreation Coordinator ^					
	Hourly	11.90	to	17.50		
	Recreation Services Manager	38.34	to	51.77		
	Annual	79,740.13	to	107,674.39		
	Hourly	27.39	to	39.13		
	Annual	56,966.41	to	81,380.57		
23	Secretary	16.94	17.79	18.67	19.61	20.59
	Annual	35,231.96	36,993.58	38,843.16	40,785.35	42,824.78
36	Senior Account Clerk	23.35	24.52	25.74	27.03	28.38
	Annual	48,568.29	50,996.71	53,546.68	56,223.95	59,035.34
48	Senior Buyer	31.40	32.97	34.62	36.35	38.17
	Annual	65,318.89	68,584.82	72,013.84	75,614.66	79,395.51

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE OCTOBER 6, 2016

Exhibit B

Range	Classification	A	B	C	D	E
	Senior Civil Engineer / Senior Traffic Engineer		43.67 90,834.14	to to	59.38 123,516.94	
	Senior Economic Development Coordinator		34.45 71,665.59	to to	46.51 96,749.16	
	Senior Management Analyst		34.45 71,665.59	to to	46.51 96,749.16	
	Senior Planner		34.33 71,406.93	to to	46.35 96,401.71	
48	Special Events Supervisor	31.40	32.97	34.62	36.35	38.17
	Special Projects Coordinator ^	65,318.89	68,584.82	72,013.84	75,614.66	79,395.51
	Storm Water Program Assistant^		31.52 27.76	to to	42.55 33.74	
	Storm Water Program Manager	32.99	34.64	36.38	38.19	40.10
50	Student Intern ^	68,625.52	72,056.99	75,660.01	79,442.76	83,415.08
	Student Intern ^ (Graduate)		10.00 11.00	to to	16.00 17.60	

^Denotes a part-time position.

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE OCTOBER 6, 2016

Exhibit B

<u>Range</u>	<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
--------------	-----------------------	----------	----------	----------	----------	----------

CITY OF SANTEE
MAYOR AND CITY COUNCIL MEMBERS SALARY SCHEDULE
EFFECTIVE JULY 1, 2014

<u>Range</u>	<u>Classification</u>		
	City Council Member	Monthly	1,605.94
		Annual	19,271.28
	Mayor	Monthly	1,100.57
	(Additional Compensation)	Annual	13,206.84

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, FOR EMPLOYER PAID MEMBER CONTRIBUTIONS FOR LOCAL
SAFETY MEMBERS**

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

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

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

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

- This benefit shall apply to all classic Safety employees covered by the Santee Firefighters' Association Memorandum of Understanding (excludes Fire Administration personnel).
- This benefit shall consist of paying 0% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be October 6, 2016.

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

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 28th day of September 2016, by the following roll call vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

MEMORANDUM OF UNDERSTANDING

Santee Firefighters' Association
8950 Cottonwood Avenue
Santee, CA 92071

City of Santee
10601 Magnolia Avenue
Santee, CA 92071

PREAMBLE

WHEREAS, the City of Santee, formed and operated under the authority of a Charter City and is a City rendering protection from fire and other perils of life and property within said City; and

WHEREAS, the Santee Firefighters' Association, Inc., an incorporated mutual benefit association, represents substantially all of the safety employees of said City of Santee Fire Department; and

WHEREAS, the City of Santee and the Santee Firefighters Association, Inc., find it mutually beneficial to meet and confer and negotiate in good faith according to the provisions of California Government Code Sections 3500-3511;

THEREFORE, this Memorandum of Understanding is entered into as of July 1, 2016 between the City of Santee, hereinafter referred to as "City", and the Santee Firefighters Association, Inc., hereinafter referred to as "Association." It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and set forth the basic and full agreement between the parties concerning wages, hours and other terms and conditions of employment.

Table of Contents

PREAMBLE	1
CHAPTER 1.0 ADMINISTRATION	10
1.1 Recognition.....	10
1.2 Association Rights	10
1.2.1 Payroll Deductions.....	10
1.2.2 Access to Work Station.....	11
1.2.3 Association Release (AR) Time	11
1.3 Management Rights	11
1.4 Term	11
1.5 Non-Discrimination	11
1.6 Americans with Disabilities Act (ADA).....	12
1.7 Savings Provision	12
CHAPTER 2.0 COMPENSATION	12
2.1 Salaries	12
2.1.1 Salary Schedules.....	12
2.1.2 Salaries.....	12
2.1.3 Paramedic Pay	12
2.1.4 Direct Deposit.....	13
2.2 Time in Grade	13
2.3 Overtime.....	13
2.3.1 Paid Leave Time.....	13
2.3.2 Minimum Compensation.....	13
2.3.3 Overtime at the End of Shift.....	13
2.3.4 Pay or Compensatory Time Off (CTO)	13

2.3.5	Compensatory Time Off (CTO)	13
2.3.6	Emergency Overtime – Travel Time	14
2.3.7	Application of Overtime	14
2.3.8	Court Appearances	14
2.4	Acting Out-of-Rate Pay	15
2.4.1	Acting Fire Captain	15
2.4.2	Acting Fire Engineer	15
2.4.3	Paramedic Differential	15
2.4.4	Tiller Operator	15
2.5	Educational Incentive	15
2.6	Paramedic Bonus	16
2.7	Uniform Allowance	16
2.7.1	Allowance	16
2.7.2	Payment	16
2.8	Promotions	16
CHAPTER 3.0	CONSTANT STAFFING	16
3.1	Constant Staffing Model	16
3.2	Exceptions to Constant Staffing	17
3.3	Normal Staffing Level	17
CHAPTER 4.0	PROBATIONARY PERIOD, TIME IN GRADE & CERTIFICATION PROCEDURES...	17
4.1	Purpose and Duration of Probation	17
4.2	Original Probationary Appointments	18
4.2.1	Zero to Six Months	18
4.2.2	Six to Twelve Months	18
4.3	Promotional Probationary Appointments	18

4.4	Extension of Probationary Period	19
4.5	Notification of Extension.....	19
4.6	Rejection During Probation.....	19
4.7	Notification of Rejection	19
4.8	Time in Grade – Additional Step Increases	19
4.9	Certification Procedures.....	20
4.9.1	City of Santee Personnel Rules - Certification Procedures	20
4.9.2	Certification Lists – The Rule of Three Defined.....	20
4.9.3	Application of the Rule of Three	20
CHAPTER 5.0	LEAVE.....	21
5.1	Annual Leave	21
5.1.1	Accrual.....	21
5.1.2	Maximum Accrual.....	21
5.1.3	Annual Leave Increments	21
5.1.4	“40 Hour” Personnel – Total Annual Hours.....	21
5.1.5	“40 Hour” Personnel – Holidays.....	21
5.1.6	Seniority in Scheduling Vacation Months	22
5.1.7	Scheduling Annual Leave.....	22
5.1.8	Days in Lieu of Holidays.....	22
5.1.9	Annual Leave Adjustments.....	22
5.1.10	Annual Leave Conversion to RHSA.....	22
5.2	Sick Leave	23
5.2.1	Accrual.....	23
5.2.2	“40 Hour” Personnel	23
5.2.3	Sick Leave Adjustments	23

5.2.4	Parental Leave	23
5.2.5	Family and Medical Leave Act	23
5.2.6	Labor Code 4850.....	23
5.2.7	Annual Sick Leave Conversion to Retirement Health Savings Account (RHSA) Contribution	23
5.2.8	Sick Leave Conversion to RHSA	24
5.3	Other Leave	24
5.3.1	Trading of Shifts.....	24
5.3.2	Leave without Pay	24
5.3.3	Detached Duty.....	24
5.3.4	Forwarded Leave	24
5.3.5	Bereavement Leave.....	24
5.3.6	Military Leave	24
5.3.7	Jury Duty.....	25
5.3.8	Catastrophic Leave	25
CHAPTER 6.0	RETIREMENT BENEFITS.....	25
6.1	California Public Employment Retirement System (CalPERS) Program.....	25
6.1.1	Tier 1 - Formula & Benefits:	25
6.1.2	Tier 2 - Formula & Benefits:	26
6.2	Advanced Disability Pension Payments	26
6.3	Deferred Compensation.....	27
6.4	Retirement Health Savings Account (RHSA)	27
CHAPTER 7.0	INSURANCES	27
7.1	Life Insurance & Accidental Death and Dismemberment Insurance.....	27
7.2	Medical Insurance	27

7.3	Retiree Medical Insurance	27
7.3.1	General Statement	27
7.3.2	Hired Before 6/30/85 & Retired before 8/1/86.....	28
7.3.3	Hired by 6/30/85 & Retired On or After 8/1/86	28
7.3.4	Initial Hire On or After 7/1/85.....	28
7.3.5	Retirees Residing Outside the Service Area	28
7.3.6	Retirees - Option to Terminate Insurance.....	28
7.3.7	Definition of Survivor Relationship	28
7.4	Dental Insurance	29
7.4.1	City Monthly Contribution	29
7.4.2	Administration of Dental Plan.....	29
7.5	Long Term Disability (LTD)	29
7.5.1	LTD Plan.....	29
7.5.2	City Monthly Contribution to LTD Plan	29
7.5.3	CalPERS Retirement Service Credit & City of Santee Contributions	30
7.5.4	Deferred Compensation	30
7.6	Optional Insurance Programs.....	30
7.6.1	Employee Assistance Program (EAP).....	30
7.6.2	Flexible Spending Accounts – Section 125	30
7.6.3	Voluntary Term Life Insurance	30
7.6.4	Additional Accidental Death and Dismemberment Insurance.....	30
CHAPTER 8.0	HOURS & SCHEDULES	30
8.1	Hours of Work and Basic Work Week.....	30
8.2	Early Reliefs and Personal Time Trades	31
CHAPTER 9.0	EMPLOYEE PERFORMANCE EVALUATIONS	31

9.1	Purpose.....	31
9.2	Schedule	31
9.3	Authority to Complete Performance Evaluations.....	31
9.4	Routing and Approval Process for Performance Evaluations	32
9.5	Appeal	32
9.5.1	Appeal Process	32
9.5.2	Written Comment	33
CHAPTER 10.0 DISCIPLINE.....		33
10.1	Purpose.....	33
10.2	Disciplinary Action.....	33
10.2.1	Oral Reprimand.....	33
10.2.2	Written Reprimand	33
10.2.3	Suspension	33
10.2.4	Reduction in Pay	34
10.2.5	Demotion	34
10.2.6	Dismissal.....	34
10.3	Notification of Proposed Disciplinary Action	34
10.4	Pre-Disciplinary Conference or Written Response	34
10.4.1	Employee Response	34
10.4.2	Final Decision	35
10.5	Appeal of Decision.....	35
10.5.1	Appeal of Written Reprimand.....	35
10.5.2	Appeal of Discipline under MOU Sections 10.2.3 through 10.2.6.....	35
CHAPTER 11.0 GRIEVANCE PROCEDURE.....		36
11.1	Purpose.....	36

11.2	Definition.....	37
11.3	Scope and Limitations	37
11.4	Procedures	37
11.4.1	Informal Grievance Procedure.....	37
11.4.2	Formal Grievance Procedure	37
11.4.3	Arbitration Process	38
11.4.4	City Council Review	39
11.5	General Provisions.....	40
CHAPTER 12.0	SENIORITY	40
12.1	Definition.....	40
12.1.1	Department Seniority	40
12.1.2	Classification Seniority	40
12.2	Seniority Credit.....	40
12.2.1	Computing Seniority	40
12.2.2	Absences	40
12.3	Other Seniority Credit Provisions.....	41
12.3.1	Computing Length of Service.....	41
12.3.2	Temporary Fill in another Position	41
12.3.3	Suspension or Separation	41
12.3.4	Two or More Employees Appointed on the Same Date to the Same Classification .	41
12.3.5	Seniority Credit after Three Years of Continuous Service	41
CHAPTER 13.0	REDUCTION IN FORCE	42
13.1	Guidelines.....	42
CHAPTER 14.0	MISCELLANEOUS	42
14.1	Medical Testing	42

14.2	Uniforms Issued.....	42
14.2.1	Class B Uniforms – New Employees.....	42
14.2.2	Class A Uniforms	43
14.3	DMV License Reimbursement	43
14.4	Tobacco and Smoking Prohibition.....	44
14.5	Secondary Employment	44
14.6	Impasse: Declaration and Resolution.....	44
14.7	Reopener.....	44
CHAPTER 15.0 EFFECT OF AGREEMENT.....		45

ATTACHMENT “A”

Salary Schedules

June 30, 2016 through October 5, 2016

October 6, 2016 through June 30, 2017

ATTACHMENT “B” Side Letter Dated 5/21/96 (Medical Insurance for Retirees)

CHAPTER 1.0 ADMINISTRATION

1.1 Recognition

The City recognizes the Association as the exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other terms and conditions of employment for uniformed safety employees in the following positions:

- Firefighter
- Firefighter Paramedic
- Fire Engineer
- Fire Engineer/Paramedic
- Fire Captain
- Fire Captain/Paramedic

1.2 Association Rights

1.2.1 Payroll Deductions

Employees of the City may authorize payroll deductions for the purpose of paying Association dues including voluntary contribution to the Association's Political Education Committee (PEC) and the Association's Benevolent Fund. The procedure which shall be followed by employees in authorizing deductions for Association dues shall be for each employee to execute a written assignment on the form designated by the City. The same form shall be used to authorize deductions for the Association's PEC and for the Benevolent Fund.

Changes, additions and/or deletions of payroll deductions for Association dues and/or contributions towards the PEC for Association members shall be made with thirty (30) days written notice by the employee to the City and the Association on the form designated by the City.

Dues shall be deducted bi-weekly in the amount certified to the City by the Association Treasurer and the aggregate deductions of all employees shall be transmitted to the designated account specified by the Association. The City will automatically change the dues deductions when salaries change per the MOU, but the Association shall notify the City of changes in the formula or percentage of dues approved by its members no later than thirty (30) days prior to effective date of such change.

The employees' earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of appropriate Association dues. When a member in good standing of the Association is in a non-pay status for an entire pay period, no withholding will be made from future earnings to cover that pay period. In the case of an employee who is in a non-pay status during only part of the pay period, and salary is not sufficient to cover the full withholding amount for dues, no deduction shall be made. In this situation, all other legal and required deductions have priority over Association dues.

1.2.2 Access to Work Station

It is agreed that the Association shall have access to City facilities for the conducting of general membership, board, and committee meetings. Association agrees that meetings shall not cause undue disruption of City business either by frequency or duration. Association shall obtain the approval of the Fire Chief or his designated representative by writing or e-mail prior to Association meetings utilizing City facilities.

1.2.3 Association Release (AR) Time

The City agrees to release designated Association representatives from his or her regular duties without loss of compensation to a combined maximum of ninety-six (96) hours per fiscal year, of which 50% will be reserved for community events that directly benefit the Santee community. Remaining AR hours may be used for the exclusive purpose of conducting Association business. The Association will provide a report to the Fire Chief at the end of each fiscal year, approved and signed by the Association President, accounting for every hour, the purpose of/reason for each hour, and the date each hour of AR leave was used in the fiscal year. This release time shall not include time spent in the meet and confer process with the City, which shall be allowed in addition to the above.

1.3 Management Rights

It is understood and agreed that the City retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the rights to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the level, means, and kinds of services to be provided; establish its policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required; contract out work, transfer work out of the unit; maintain the efficiency of City operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. Emergency is a sudden, generally unexpected, occurrence or occasion requiring immediate action which affects City facilities or equipment or otherwise involves an act of God or specific governmental order requiring the City to take certain action or refrain from taking certain action. In addition, the City retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

1.4 Term

This Memorandum of Understanding shall commence July 1, 2016 and shall remain in full force and effect through June 30, 2019. All provisions shall be in effect for the full term unless specifically dated.

1.5 Non-Discrimination

The City will not interfere with or discriminate against any employee covered by this Memorandum because of membership in or legitimate activity on behalf of the Association or any of its members. The Association recognizes its responsibility as exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination,

interference, restraint, or coercion. The provisions of this agreement shall be applied equally to all employees of the bargaining unit without regard to race, color, religion (including religious dress and grooming practices), sex (including pregnancy status and breastfeeding), gender, gender identity and/or expression, sexual orientation, marital status, age, genetic information, mental or physical disability (whether perceived or actual), ancestry, citizenship status, uniformed service member status, medical condition (including genetic characteristics), national origin, or any other class protected under federal, state, or local law. The Association will share equally with the City in responsibility for applying this provision.

1.6 Americans with Disabilities Act (ADA)

The City and Association agree to comply with all provisions of the ADA in accordance with State and Federal law. In addition, the Association will be notified of proposed accommodations prior to implementation by the City. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance process.

1.7 Savings Provision

If any provision of this Agreement, or any application thereof to any unit member is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid to the extent required by such decision, but all other provisions or applications shall continue in full force and effect.

CHAPTER 2.0 COMPENSATION

2.1 Salaries

2.1.1 Salary Schedules

See Attachment A for 2016-2017 salary schedules.

2.1.2 Salaries

Effective June 30, 2016	2.5% increase
Effective October 6, 2016	2% increase
Effective June 29, 2017	3.5% increase
Effective June 28, 2018	2.5% increase (or commensurate with the change in the San Diego Urban Wage Earners and Clerical Workers Consumer Price Index (CPI) for the preceding calendar year if greater than 2.5% but not to exceed 3.5%)

2.1.3 Paramedic Pay

Fire Engineers and Fire Captains with (1) a current, valid California state paramedic license with San Diego County accreditation and (2) no outstanding or documented discipline issues related to performance as a paramedic with the Santee Fire Department receive an additional 4.5% in base salary (in exchange for eliminating paramedic bonus and paramedic differential pay

effective July 1, 2005). Effective June 30, 2016 the Fire Engineer/Paramedic salary will be increased by .5% and will be recognized as a promotion.

2.1.4 Direct Deposit

The City agrees to offer direct deposit to any three financial institutions able to accept Automated Clearing House (ACH).

2.2 Time in Grade

Each employee who is appointed to Firefighter or Firefighter Paramedic at Step A will be eligible to advance to Step B upon completion of six (6) months of actual service, a satisfactory performance evaluation, and a score of 80% or higher on the 6 month exam. Eligibility for step increases within a range thereafter will occur at intervals of six (6) months effective on the salary anniversary date of the last increase, with the exception of Step G. An employee who reaches Step G will be eligible for an increase to Step H after one (1) year and a satisfactory performance evaluation. For details on eligibility to advance to each step within the Firefighter Paramedic Development Program, refer to Article 4.0 of this MOU and the Santee Fire Department Operations Manual.

2.3 Overtime

2.3.1 Paid Leave Time

Paid leave time (with the exception of sick leave effective September 22, 2016) shall be counted as hours worked for purposes of determining eligibility for overtime. Overtime will be paid at a rate equal to time and one-half.

2.3.2 Minimum Compensation

Pre-approved overtime worked that is not an extension of a regular work shift shall be compensated at a minimum of two (2) hours.

2.3.3 Overtime at the End of Shift

Overtime at the end of a shift will commence after seven (7) minutes and shall be paid thereafter for each quarter hour (or major fraction thereof) worked.

2.3.4 Pay or Compensatory Time Off (CTO)

- A. Employees covered under this agreement shall have the option of choosing pay or compensatory time off (CTO) when working overtime hours not generated by another employee utilizing CTO. The choice must be made at the time the overtime is worked.
- B. Employees working overtime as a result of another employee taking compensatory time off (CTO) are not allowed to elect compensatory time off, and must receive pay for the overtime worked.

2.3.5 Compensatory Time Off (CTO)

- A. All compensatory time off (CTO) will be computed and accrued at one and one-half (1 ½) times straight time.

- B. Employees may not use more than 240 hours of compensatory time off in a fiscal year, regardless of the fiscal year in which the CTO was accrued.
- C. Employees' CTO accrual balance may not exceed 108 hours, regardless of the fiscal year in which the CTO was accrued.
- D. The use of CTO will be at the request of the employee and at the discretion and approval of the appropriate Santee Chief Officer, using the same guidelines as provided for annual leave requests.
- E. Employees covered by this Memorandum of Understanding and assigned to a 40-hour week may accrue CTO to a maximum of 36 hours. All other provisions of accrual and use shall apply.

2.3.6 Emergency Overtime – Travel Time

Employees called to work emergency overtime will be paid travel time to work at a rate of one-half hour, no matter where the employee resides. Emergency overtime includes any unscheduled event where an employee is immediately needed and contacted after the start of the current shift and asked to report to work, regardless of the circumstances. (Examples include family illness, injury, strike team deployment, etc.) This provision will not apply to overtime requests that are made prior to the 0800 shift change (i.e. morning sick leave calls), or to circumstances where an employee is responsible for finding their own coverage to facilitate leave.

2.3.7 Application of Overtime

Effective September 22, 2016, for 24-hour shift personnel overtime pay will apply to all time worked in excess of an employee's regularly scheduled shifts each pay period, less any sick leave taken during the pay period. Therefore, the number of hours of overtime pay earned during a pay period will be reduced by the number of hours of sick leave taken during that same pay period. Any such hours reported as sick leave that are used to offset overtime pay earned will be paid at straight time and will be deducted from the employee's accrued sick leave account. For applying this provision the pay period is deemed to begin at 8:00 am on alternating Thursday mornings in accordance with the City's payroll calendar. For employees on a 40 hour per week assignment overtime will apply to all time worked in excess of 40 hours per week, less any sick leave taken during the work week. Overtime pay applies to approved continuing education required for maintaining a California state paramedic license with San Diego County accreditation or EMT recertification tests, and required manipulative examinations. Overtime pay is not applicable to attendance at fire technology courses required for promotion, either mandatory or competitive. The City of Santee shall comply with the Fair Labor Standards Act as amended and as it applies to the fire service.

2.3.8 Court Appearances

Any employee who is required to appear in court in connection with his/her employment shall be appropriately compensated.

2.4 Acting Out-of-Rate Pay

2.4.1 Acting Fire Captain

Any employee on the current or most recent Captain's promotional list who is assigned to work as Acting Fire Captain for a minimum of two (2) hours or more will be paid a differential for the full duration of hours so assigned. The amount of the differential is the difference between the hourly rates of top step (Step E) of Fire Captain and top step (Step E) of Fire Engineer, including any educational incentive.

2.4.2 Acting Fire Engineer

Any Firefighter or Firefighter Paramedic who fulfills the necessary requirements per the Santee Fire Department Operations Manual and is assigned to work as Acting Fire Engineer for a minimum of two (2) hours or more will be paid a differential for the full duration of hours so assigned. The amount of the differential will be the difference between the hourly rate of top step (Step H) of Firefighter and top step (Step E) of Fire Engineer, including any educational incentive.

2.4.3 Paramedic Differential

Effective July 1, 2005, Paramedic Differential was eliminated in exchange for the increase in base salaries as stated under Article 2.1.3 for Fire Engineers and Fire Captains who retain a current, valid California state paramedic license with San Diego County accreditation.

2.4.4 Tiller Operator

Each Firefighter or Firefighter Paramedic who completes all required training, obtains tiller certification, and is assigned to drive the tiller shall be paid 25% of the difference between top step (Step H) Firefighter and top step (Step E) Fire Engineer pay, including educational incentive, per hour per shift. One eligible employee per duty shift will be compensated for Tiller operation. The employee assigned the most hours to drive the tiller, over the course of the duty shift, will be compensated.

2.5 Educational Incentive

An educational incentive allowance shall be granted for the successful attainment as outlined in the table below:

# of Units / Type of Degree	Subject Area Eligible for Educational Incentive	Percent of Base Pay
31-45 units	Fire Science	1.5%
46 units and over	Fire Science	3.0%
Associate's Degree	Any Associate's Degree from an accredited college	4.5%
Bachelor's Degree	Any Bachelor's Degree from an accredited college	6.0%

Educational incentive shall be paid upon attainment of Step G and completion of three and one-half years of employment with the City of Santee Fire Department.

An official transcript from the college/university attended by the employee is required as proof of education. The official transcript should be sent directly to the Fire Operations Chief. The employee will be responsible for bearing the cost of ordering the transcript. After Fire Administration receives the official transcript, the proper paperwork will be prepared, the Fire Chief's approval will be obtained and the request will be forwarded to Human Resources. The educational incentive will be effective on the day the official transcripts showing proof of eligibility are received in Fire Administration.

2.6 Paramedic Bonus

Effective July 1, 2005, the paramedic bonus was eliminated for all employees covered by this MOU. For Firefighter Paramedics the equivalent amount of \$1,000 is included in the base salary after successful completion of the first two years as a California state licensed paramedic with San Diego County accreditation working for the City of Santee, and successful advancement to Step E in the City of Santee salary schedules (Attachments A, B, C or D). For Fire Engineers and Fire Captains, the base salary increased as noted in Article 2.1.3 in exchange for the elimination of the paramedic bonus.

2.7 Uniform Allowance

2.7.1 Allowance

The City agrees to pay six hundred fifty (\$650) per fiscal year in uniform allowance to each employee for the maintenance and purchase of Class A and B uniforms and other related uniform attire.

2.7.2 Payment

The reimbursement shall be paid to each employee after the completion of initial probation (12 months). Payment will be made in December of each fiscal year and will not require receipts.

2.8 Promotions

When promoting, the salary increase is to be at least 5% over the current regular salary. If the salary, upon promotion, is Step B or higher, the next raise will occur one (1) year from the anniversary date of the promotion and satisfactory performance evaluation.

CHAPTER 3.0 CONSTANT STAFFING

3.1 Constant Staffing Model

The City of Santee and the Santee Firefighters' Association have adopted the constant staffing model for staffing the Santee Fire Department. This staffing plan requires that the practice of over hire will not occur. Temporary vacancies will be filled utilizing existing employees.

Examples of temporary vacancies include, but are not limited to, vacancies created by sick leave, vacation, workers' compensation and leave of absence.

3.2 Exceptions to Constant Staffing

- A. Reduction in staffing through attrition.
- B. Constant staffing may require the expanded utilization of existing staff. Santee Firefighters are committed to maintaining and supporting the constant staffing level plan. This commitment may require that employees work additional hours as need to support the staffing of the Fire Department.
- C. Every effort will be made to provide minimal impact on the staffing configuration.

3.3 Normal Staffing Level

The City and Association agree that the normal staffing level of permanent full-time staff will be equal to the number of positions the City budgets as on duty (currently 51). (Example: If the City budgets to have 51 suppression staff on duty, there will be no more than 51 full time positions; 51 full time positions equates to 17 uniformed suppression staff on-duty per shift. Example: If the City budgets to have 48 suppression staff on duty, there will be no more than 48 full time positions; 48 full time positions equates to 16 uniformed suppression staff on-duty per shift.) The City will only hire a full-time position beyond the normal staffing level when the Fire Chief has a reasonable expectation that a position will become vacant within the next four months due to a planned retirement.

Absent "catastrophic circumstances", the City will fill all budgeted positions daily. The parties agree that staffing levels not otherwise agreed upon in this MOU are a management right. This right includes determining the number of budgeted positions.

CHAPTER 4.0 PROBATIONARY PERIOD, TIME IN GRADE & CERTIFICATION PROCEDURES

4.1 Purpose and Duration of Probation

The purpose of probation is to give the City an opportunity to evaluate an employee's performance prior to the employee entering regular status. After accepting an original or promotional appointment with the City of Santee Fire Department, each employee shall serve a probationary period of twelve (12) months of service. Regular status shall commence on the day following the expiration of a probationary period. During this probationary period, the employee's performance shall be evaluated at least twice at or just before six and twelve months.

4.2 Original Probationary Appointments

4.2.1 Zero to Six Months

After appointment to probationary Firefighter Paramedic, Step A, the Probationary Firefighter/Paramedic must complete the following requirements during the first six (6) month period:

1. Successfully complete a paramedic evaluation on an ambulance, if assigned.
2. Successfully complete a recruit academy, if assigned.
3. Complete the ambulance driver training process and become certified by the end of this six (6) month period.
4. Successfully pass a 6-month written and manipulative examination, attaining a minimum score of 80% on each portion on the first attempt.
Note: The candidate must pass the written portion of the test prior to taking the manipulative portion.
5. Receive a "Competent" or better Employee Performance Evaluation.

After successfully completing the above requirements, the Probationary Firefighter Paramedic will be advanced to Step B. Failure to complete the above requirements will result in a failure of probation.

4.2.2 Six to Twelve Months

After successful advancement to Step B, the Probationary Firefighter Paramedic must complete the following requirements during the second six (6) month period:

1. Successfully pass a 12-month written examination, attaining a minimum score of 80% or better on the first attempt.*
2. Successfully pass a 12-month manipulative examination, attaining a minimum score of 80% or better on the first attempt.
3. Receive a "Competent" or better Employee Performance Evaluation.

**The 12-month written and manipulative exams shall be administered no sooner than forty-five (45) calendar days prior to the end of probation and no later than 15 calendar days prior to the end of probation. If these tests are not completed prior to the end of probation, the City reserves the right to extend probation pursuant to Section 4.5 of this MOU.*

After successfully completing the above requirements, the Probationary Firefighter Paramedic is eligible to advance to Step C and the probationary period is complete. Failure to complete the above requirements will result in failure of probation.

4.3 Promotional Probationary Appointments

For promotional appointments to all other positions covered by this MOU, promotional probationary employees will be evaluated at least twice at or just before six and twelve months. The results of these evaluations shall be discussed with the employee.

4.4 Extension of Probationary Period

The probationary period may be extended by the Fire Chief and the Human Resources Director. The employee will be notified in writing of the extension of his/her probationary period prior to the end of the original probationary appointment.

- A. *Original Probationary Employees – Extension of Probationary Period:*
Original Probationary Employees absent for eight (8) regular duty shifts or more may have their probationary period extended for the same duration as their absence.
- B. *Promotional Probationary Employees – Extension of Probationary Period*
Promotional Probationary employees absent for twenty (20) regular duty shifts or more may have their probationary period extended for same duration as their absence.

4.5 Notification of Extension

If a probationary employee's work merits an extension, the employee has been absent longer than the time specified in Article 4.4, or the requirements in section 4.2.2 have not been satisfied, the Fire Chief shall notify the Director of Human Resources of his or her intention to extend the employee's probationary period. After discussion with the Director of Human Resources, the Fire Chief shall notify the employee in writing of the extension of the original probationary period prior to the end of the original probationary period.

4.6 Rejection During Probation

An employee who does not successfully pass his/her original probationary appointment may be rejected at any time by the Fire Chief without the right of appeal, except as provided by law. An employee who does not successfully pass his or her promotional probationary appointment shall be reinstated to the position in which the employee held regular status prior to his or her promotion. If the employee was serving a probationary period at the time of promotion, the employee shall be reinstated to probationary status in the prior classification, and the remainder of that period shall be served. However, if the cause for not passing the promotional probationary period is sufficient grounds for further discipline and/or dismissal, the employee shall be subject to the discipline and/or dismissal process without being reinstated to the original lower position.

4.7 Notification of Rejection

If a probationary employee's work is not satisfactory, the Fire Chief shall notify the Director of Human Resources. After discussion with the Director of Human Resources, the Fire Chief shall notify the employee of his or her rejection prior to the end of the original probationary period.

4.8 Time in Grade – Additional Step Increases

Firefighter Paramedics will be eligible to advance from Steps C through H at a minimum of six month intervals, with the exception of Step G which is a one year interval, through completing the step process outlined in the Fire Department Operations Manual. Each step increase

requires passing both a written and manipulative examination with a minimum 80% score and receiving an overall Competent or better performance evaluation.

The written portion of the test must be successfully passed first to be allowed to take the manipulative portion. In the event that a score of less than 80% is attained on the written portion of the examination, the Firefighter Paramedic will be given one (1) additional try with an alternate examination no sooner than 15 calendar days but no later than 60 calendar days from the date of the failed exam, which must also be passed with a minimum score of 80%.

In the event that a score of less than 80% is attained on the manipulative portion of the examination, the Firefighter/Paramedic will be given one (1) additional try with an alternate examination no sooner than 15 calendar days but no later than 60 calendar days from the date of the failed exam, which must also be passed with a minimum score of 80%.

In addition, the employee must receive a Competent or better performance evaluation to advance to the next step. Employees receiving an NI performance evaluation shall be given a performance plan re-evaluated on an interim basis at a minimum of every two months from receipt of the NI evaluation but no longer than 90 days. If the employee does not show improvement based on the performance plan after 90 days, the progressive discipline process will begin.

The effective date of advancement to the next step will occur after completing and successfully passing both exams and receiving a competent or better performance evaluation.

4.9 Certification Procedures

4.9.1 City of Santee Personnel Rules - Certification Procedures

The City of Santee Personnel Rules shall apply to the recruitment and selection process of all positions in the City, including positions covered by this MOU, with the exception of how names are certified from open-competitive and closed-promotional eligibility lists and re-employment lists for Fire Engineers and Fire Captains.

4.9.2 Certification Lists – The Rule of Three Defined

The top three (3) names, plus additional names if tie scores necessitate such action, may be certified from either an open-competitive or closed-promotional eligibility list. In addition, names on the valid re-employment list for the vacant classification may be added to the certification list.

4.9.3 Application of the Rule of Three

The “Rule of Three” shall be used exclusively and only apply when certifying lists for the positions of Fire Engineer and Fire Captain. Certification procedures for the position of Firefighter Paramedic shall follow City of Santee Personnel Rules.

CHAPTER 5.0 LEAVE

5.1 Annual Leave

5.1.1 Accrual

All uniformed shift personnel shall be entitled to annual leave accrued on a bi-weekly basis or per pay period beginning with hire date. Total hours to be accrued are displayed in the following table:

Years of Service	Bi-weekly Accrual	Total Annual Hours	Maximum Accrual
0 to 5 years	11.54 hours	300 hours	600 hours
6 to 9 years	12.00 hours	312 hours	624 hours
10 to 14 years	12.92 hours	336 hours	672 hours
15 to 19 years	13.84 hours	360 hours	720 hours
20 or more years	14.76 hours	384 hours	768 hours

5.1.2 Maximum Accrual

Employees will be allowed to accumulate a maximum of two-times annual accrual. When employees reach the maximum accrual, they will not accrue additional leave until they use some leave and the balance falls below the maximum.

5.1.3 Annual Leave Increments

For uniformed shift personnel, annual leave will be deducted for time off that the employee would have been on duty according to the regular schedule. Annual leave may be used in increments down to one-quarter (1/4) hour.

5.1.4 "40 Hour" Personnel – Total Annual Hours

"40 hour" personnel shall be entitled to annual vacation as follows:

Years of Service	Total Annual Hours
0 to 5 years	136 hours
6 to 9 years	141 hours
10 to 14 years	152 hours
15 to 19 years	168 hours
20 or more years	184 hours

5.1.5 "40 Hour" Personnel – Holidays

All "40" hour personnel shall be entitled to these eleven (11) holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's

Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day. If any of these fall on a weekend, the same day shall be taken off as the general City employees take.

5.1.6 Seniority in Scheduling Vacation Months

Vacation months are to be scheduled on the basis of seniority of length of service with the Department.

5.1.7 Scheduling Annual Leave

Scheduling of annual leave shall be regulated by the administration through the Operations Manual, so as not to impair the efficiency of the Department.

5.1.8 Days in Lieu of Holidays

Article 5.1.1 above includes vacation and holiday hours.

5.1.9 Annual Leave Adjustments

- A. All personnel reassigned from shifts to days shall have their annual leave adjusted as follows:

Years of Service	Multiply By:
0 to 5 years	.4532
6 to 9 years	.4520
10 to 14 years	.4524
15 to 19 years	.4666
20 or more years	.4792

- B. All personnel reassigned from days to shifts shall have their annual leave adjusted as follows:

Years of Service	Multiply By:
0 to 5 years	2.2065
6 to 9 years	2.2127
10 to 14 years	2.2105
15 to 19 years	2.1429
20 or more years	2.0869

5.1.10 Annual Leave Conversion to RHSA

An employee, upon retirement or any type of separation, will convert 100% of their remaining annual leave balance to the Retirement Health Savings Account. No cash will be given in lieu of converting eligible annual leave hours to the employee's RHSA.

5.2 Sick Leave

5.2.1 Accrual

All uniformed shift personnel shall be entitled to twelve (12) hours per calendar month of sick leave accrued at a rate of 5.54 hours per bi-weekly pay period from date-of-hire. Effective September 22, 2016 all uniformed shift personnel shall be entitled to sixteen (16) hours per calendar month of sick leave accrued at a rate of 7.38 hours per bi-weekly pay period from date-of-hire. Sick leave will accumulate if not taken. There is no limit to sick leave accumulation.

5.2.2 “40 Hour” Personnel

“40” hour personnel will be entitled to eight (8) hours of sick leave per calendar month accrued at a rate of 3.69 hours per bi-weekly pay period. Sick leave will accumulate if not taken. There is no limit to sick leave accumulation.

5.2.3 Sick Leave Adjustments

All personnel reassigned from shifts to days shall have their sick leave total adjusted by multiplying by .6661 All personnel reassigned from days to shifts shall have their sick leave total adjusted by multiplying by 1.5013.

5.2.4 Parental Leave

Personnel shall be allowed parental leave related to the birth or adoption of a child of up to seventy-two (72) hours to be deducted from accumulated sick leave.

5.2.5 Family and Medical Leave Act

Family leave shall be provided in accordance with the requirements of the federal Family and Medical Leave Act (FMLA), and the City of Santee’s most recent policy on FMLA.

5.2.6 Labor Code 4850

Sick leave may not be used in conjunction with, to augment or as a replacement for Industrial Injury Leave as provided for by Labor Code 4850.

5.2.7 Annual Sick Leave Conversion to Retirement Health Savings Account (RHSA) Contribution

An employee using 48 hours or less of sick leave in a fiscal year may convert up to 24 hours annually. An employee who uses between 49 and 71 hours of sick leave may convert the difference between 72 hours and the amount of sick leave taken up to a maximum of 24 hours. For example, if an employee uses 48 hours or less of sick leave, he or she is eligible to convert 24 hours (72 minus 48). If 49 hours of sick leave are used, he or she is eligible to convert 23 hours of sick leave (72 minus 49). If 71 hours of sick leave are used, he or she is eligible to convert 1 hour of sick leave (72 minus 71). The employee must maintain a minimum balance of 504 hours of sick leave. Parental leave and/or leave protected under the FMLA will not count toward hours of sick leave used when determining the number of hours of sick leave taken in a

year and eligibility for this benefit. No cash will be given in lieu of converting eligible sick leave hours to contribute to the RHSA.

5.2.8 Sick Leave Conversion to RHSA

An employee, upon service retirement only, may convert to cash, 50% of their remaining sick leave balance up to \$6,000, of which 100% of the conversion to cash must be placed into the employees Retirement Health Savings Account. No cash will be given in lieu of converting eligible sick leave hours to the employee's RHSA.

5.3 Other Leave

5.3.1 Trading of Shifts

Shifts may be traded by means of personal time trade. All out of rate shift trades must be approved by a Santee Chief Officer, who shall review the schedule to ensure it will not cause known additional overtime. Personal time trades must be paid back within one (1) year of the date of the first trade. The City and Association agree to follow the guidelines on personal time trades as delineated in the Operations Manual.

5.3.2 Leave without Pay

Personnel may request time off without pay, at the discretion of the City, pursuant to the City of Santee Personnel Rules.

5.3.3 Detached Duty

Upon approval of the Fire Chief, personnel may be allowed detached duty for Department business or activities the Fire Chief feels would directly benefit the Department.

5.3.4 Forwarded Leave

Effective July 1, 2015, the Fire Chief can no longer forward time off to an employee. Example: Sick leave.

5.3.5 Bereavement Leave

Personnel having a death in the immediate family (this means wife, husband, children, father, mother, brother, sister, mother or father-in-law, grandparents, grandparents-in-law, stepparents, or stepbrothers and stepsisters) shall have a bereavement leave up to three (3) shifts, which will not be deducted from an employee's sick leave balance.

5.3.6 Military Leave

Personnel are allowed up to 30 calendar days of orders each fiscal year as required by law. The number of paid leave days may vary depending on the dates of military orders and the employee's shift schedule, but pay is not to exceed 30 days in any one fiscal year, pursuant to the Military & Veteran's Code § 395.01. (For example, if an employee is called to active duty for 90 days, he or she will receive one month's salary or the equivalent to 10 shifts).

5.3.7 Jury Duty

Every regular and probationary employee of the City who is required to report for jury duty shall be entitled to be absent from duties with the City during the period of such service. No deduction shall be made from the salary of an employee while on jury duty if he/she remits to the City all pay received for jury duty (except mileage), the original summons for service, and the official court jury duty timecard. If the employee does not remit to the City all required items, he/she shall be paid only for the actual hours worked in his/her regular position on the day(s) of jury service, if any.

The City will compensate employees for travel time to and from jury service, not to exceed a total of one (1) hour per day of jury service regardless of where the employee lives and regardless of the location of jury service. If the employee's jury service is less than a full workday, the employee is expected to return to work or use accrued leave with pre-approval from his or her supervisor for the remainder of the regularly scheduled shift. Employees will not be compensated for jury duty on a day off or compensated for travel to and from jury duty on days off. If time spent at jury service or the related travel time results in overtime, the City will not compensate the employee for such hours.

5.3.8 Catastrophic Leave

Pursuant to the City of Santee Administrative Policy Memorandum (APM) on Catastrophic Leave, permanent employees who have completed one year of service and have exhausted all accrued paid leave time, may be eligible for catastrophic leave due to a life-threatening illness or severely incapacitating injury that is expected to incapacitate an employee or eligible member of his or her family. See the City's APM for more guidelines on donating to the Catastrophic Leave bank or for qualifications of eligibility.

CHAPTER 6.0 RETIREMENT BENEFITS

6.1 California Public Employment Retirement System (CalPERS) Program

The City of Santee has contracted with CalPERS for the retirement benefits listed below.

6.1.1 Tier 1 - Formula & Benefits:

Tier 1 consists of fire safety employees hired prior to January 19, 2012.

1. The retirement formula is 3% at age 50 (effective November 25, 2000).
2. Effective October 6, 2016, unit members will contribute 9% of the normal PERS member contributions and the Employer Paid Member Contributions (EPMC) will be eliminated.
4. Post Retirement Survivors Allowance (PRSA) 50%, Sections 21624 and 21626 and PRSA Continuance, Section 21635 – Upon the death of a retiree, 50% of the unmodified allowance, will continue to an eligible survivor. The PRSA payable to surviving spouses upon the death of a retiree will not cease upon remarriage of the surviving spouse.

5. 1959 Survivor Benefit (Pre-Retirement), including Indexed Level, Section 21574.5 – This provision provides 1959 Survivor Benefits to survivors of a member who dies prior to retirement and is not covered by Social Security. The Indexed level includes an automatic cost-of-living feature to avoid erosion due to inflation.
6. Retired Death Benefit (DB) \$500, Section 21620 and DB Continues, Section 21551 - Section 21620 provides that upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor(s), or to the retiree's estate. Section 21551 provides the death benefits being paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry.
7. Credit for unused sick leave, Section 20965 – Any unused sick leave days will be converted to service credit at the rate of .004 years of service for each day of sick leave provided there is less than 120 days between the member's separation date and retirement date.
8. Final compensation is the average full-time monthly pay rate for the highest 12 consecutive months, Section 20042.
9. Military Service Credit as Public Service, Section 21024 – a member may elect to purchase up to 4 years of service credit for any continuous active military or merchant marine service prior to employment.

6.1.2 Tier 2 - Formula & Benefits:

Tier 2 consists of fire safety employees hired from January 19, 2012 to December 31, 2012, and employees who are not considered new members* under the Public Employees Retirement Act hired after December 31, 2012.

1. The retirement formula is 3% at age 55 (effective January 19, 2012).
2. The final salary will be calculated using thirty-six (36) highest paid consecutive months.

All other retirement benefits with CalPERS for individuals enrolled in Tier 2 are the same as Tier 1.

*All CalPERS retirement benefits for employees hired on or after January 1, 2013, who are considered "new members" under PEPRA are subject to the mandatory provisions outlined in PEPRA, including the mandatory retirement formula and mandatory employee contributions for new members.

6.2 Advanced Disability Pension Payments

City agrees to implement California Labor Code Section 4850.3 with reference to Industrial Disability Retirements. This section provides a mechanism whereby the City can make advanced disability pension payments to any Association member who has qualified for benefits under Section 4850 and is approved for a disability allowance.

6.3 Deferred Compensation

City agrees to offer a voluntary deferred compensation plan to Association members. City agrees to consider and discuss options with the Association as long as the Association contacts the City at least ninety (90) days prior to the renewal of the current exclusive provider agreement.

6.4 Retirement Health Savings Account (RHSA)

City agrees to implement and administer a retirement health savings account program. Participation is mandatory for all members of the Santee Firefighters' Association. Effective July 1, 2013, the City will contribute 2% of base salary, on a bi-weekly ongoing basis, for all members covered by this MOU. Additional contribution amounts by unit members will be determined by the Santee Firefighters' Association. The contribution amounts by unit members shall not be changed more than once per fiscal year.

CHAPTER 7.0 INSURANCES

7.1 Life Insurance & Accidental Death and Dismemberment Insurance

The life insurance paid for by the City and the Accidental Death & Dismemberment (AD&D) insurance paid for by the City on uniformed members shall be the plan adopted for other City employees. The basic benefit level of each of these plans approximates one times annual salary up to a maximum of \$50,000, or the same as the City's plan for its miscellaneous employees.

7.2 Medical Insurance

Medical insurance costs will be shared between the City and employee as follows:

	<u>City contribution</u>	<u>Employee contribution</u>
Employee Only	100% of premium	0% of premium*
Employee + Spouse	90% of premium	10% of premium
Employee + Children	90% of premium	10% of premium
Employee + Spouse & Children	80% of premium	20% of premium

Employees will be allowed to opt out of the group medical plan with proof of other coverage.

*Effective October 1, 2016. Prior to October 1, 2016, Employee Contribution of 10%.

7.3 Retiree Medical Insurance

7.3.1 General Statement

All retirees have the right to remain on the City's medical insurance plan as provided to employees and at the same rates as active employees. Medical Insurance options available to

retirees upon reaching age 65 are delineated in the Side Letter dated May 21, 1996 to the Memorandum of Understanding (Attachment B).

7.3.2 Hired Before 6/30/85 & Retired before 8/1/86

Retirees from the City or Fire District on or before June 30, 1985, and unit employees who retire before 8/1/86 – the City shall pay the full premium towards a medical plan providing comparable coverage to that contained in the plans in existence June 30, 1985.

7.3.3 Hired by 6/30/85 & Retired On or After 8/1/86

Unit members employed as of June 30, 1985, who retire on or after 8/1/86 – The City shall contribute a maximum of \$182 per month towards a City medical plan providing benefits comparable to those found in the plans existing on June 30, 1985. Any premium in excess of \$182 shall be borne by the retiree. Payments made by the City are subject to IRS reporting requirements.

7.3.4 Initial Hire On or After 7/1/85

Unit members whose initial employment begins on or after July 1, 1985 – upon retirement shall be entitled to participate in the City's medical insurance program at their own expense.

7.3.5 Retirees Residing Outside the Service Area

The City will make reasonable attempts to secure insurance options with the current insurance carrier for Retirees residing outside the San Diego or Riverside County service areas which are comparable to the medical insurance options available to Retirees residing within the service areas. In the event the rates for Retirees residing outside the service area are higher than those for Retirees within the service area, the Retiree shall be responsible for paying the difference, in addition to what they are required to pay as stated above. In the event the City is unable to secure comparable medical insurance options for Retirees residing outside the service areas, the Retirees will be terminated from the City's medical insurance coverage and may not re-enroll. The City will provide the cash value of the benefit, per Articles 6.3.2 and 6.3.3, to the Retiree no longer on the City's medical insurance plan. The cash value will be paid to the Retiree quarterly.

7.3.6 Retirees - Option to Terminate Insurance

Any Retiree who qualifies for insurance assistance per Articles 6.3.2 and 6.3.3 regardless of residency may opt to terminate participation in the City's medical insurance and will continue to receive the cash value of the benefit. Once a Retiree withdraws from the City's medical insurance plan, the Retiree may not re-enroll.

7.3.7 Definition of Survivor Relationship

If an active employee, who was employed prior to 6/30/85, dies and the death is determined to be work related, the City will continue to contribute towards medical insurance, at the maximum rate of \$91, for one dependent as long as the dependent meets the definition of dependent, which is a spouse that has not remarried or a child until the age of 26.

When a retired employee dies, the City will continue the medical insurance for one dependent. The maximum rate the City will pay is as follows:

1. Retired prior to August 1, 1986 – full premium for one dependent (see statement above).
2. Employed prior to June 30, 1985, and retired after August 1, 1986 - \$91.

If the dependent is a spouse, the coverage will continue until the spouse remarries or dies. If the dependent is a child, the child will be eligible until age 26. Retirees whose initial hire date is on or after June 30, 1985 shall not be eligible for this benefit.

7.4 Dental Insurance

7.4.1 City Monthly Contribution

City will place, in a bank account designated by the Association, the sum of \$60 per month per employee.

7.4.2 Administration of Dental Plan

The dental plan will be administered by an Association designee selected by the Association Board of Directors at no cost to the City or individual members. The employees covered by this MOU will be added to the City's Dental Plan at the same cost sharing as other employees in the June 2017 Open Enrollment with an effective date of July 1, 2017.

7.5 Long Term Disability (LTD)

7.5.1 LTD Plan

Association is responsible for contracting, buying, enrolling new employees in, and the administration of the LTD plan. The employee may utilize sick leave to make up for any difference in salary. An employee may charge up to a maximum of ninety (90) calendar days of sick leave for any one incident of a non-industrial injury or illness. When the 91st day of the sick leave occurs, an eligible employee must transfer, if approved, to the Association's Long Term Disability (LTD) Program. The employee shall remain on LTD until such time as the employee is released to full duty. If the employee is precluded from performing the substantial range of job duties, the employee may remain on LTD in conformance with the benefits provided by the plan and he/she may be retired or terminated at that time. Employee shall accrue medical, dental and life benefits, while on LTD.

7.5.2 City Monthly Contribution to LTD Plan

For each employee, the City will contribute a monthly amount to the employee's taxable income equal to the current LTD monthly premium, not to exceed \$30 per employee per month. City will make a taxable deduction of the monthly amount of the premium for each employee and include in the monthly Association dues payment.

7.5.3 CalPERS Retirement Service Credit & City of Santee Contributions

Pursuant to and in compliance with the California Public Employees' Retirement Law, employees on the LTD Plan using sick leave to make up the 30% difference in base pay will continue to accrue service credit towards his or her CalPERS retirement. In addition, the City will continue to make contributions to CalPERS based on the 30% of sick leave used by the employee while he or she is on the LTD Plan.

7.5.4 Deferred Compensation

When an employee, on LTD ceases to accrue PERS service credit, City will contribute to the employee's City sponsored deferred compensation plan an amount equivalent to total PERS contribution not to exceed \$7,500 annually, on a calendar year basis. City payment will be made once each calendar year by 12/31. This payment will be calculated at end of the LTD term, or annually, as appropriate.

7.6 Optional Insurance Programs

Optional insurance programs may be offered by the City. Such programs are listed below.

7.6.1 Employee Assistance Program (EAP)

This program provides a free, confidential assessment and referral service to employees and their families for a wide range of personal and professional issues, including divorce, eating disorders, legal problems, grief and loss, debt counseling, drug and alcohol abuse, family conflict, domestic violence, etc.

7.6.2 Flexible Spending Accounts – Section 125

This benefit allows employees to set aside pre-tax dollars for a variety of services including child/dependent care, medical reimbursement, and individual insurance premiums.

7.6.3 Voluntary Term Life Insurance

Employees have the option of purchasing additional life insurance for themselves, their spouses and children through a provider selected by the City.

7.6.4 Additional Accidental Death and Dismemberment Insurance

Employees have the option of purchasing additional accidental death and dismemberment insurance through a provider selected by the City.

CHAPTER 8.0 HOURS & SCHEDULES

8.1 Hours of Work and Basic Work Week

Employees covered by this Agreement will work one of two schedules depending on assignment:

1. 40-Hour Personnel: The standard work week is five (5) eight (8) hour days, Monday through Friday, for which the starting time is 0800; ending is 1700. At

the discretion of and with approval from the Fire Chief, 40-hour personnel may also have the option to work an alternative work schedule such as the "9/80" schedule with every other Friday off, or a "4/10" schedule with every Friday off. Refer to City APM 01-1 or the most recent APM on "9/80 Work Schedule" for guidelines and more information on this schedule.

2. 24-Hour Shift Personnel: The work week is 56 hours per week averaged on a calendar year basis. The basic schedule shall be a three (3) platoon fifty-six (56) hour schedule consisting of four (4) twenty-four (24) hour shifts each separated by twenty-four (24) hours off duty followed by four (4) consecutive days off, followed by four (4) twenty-four (24) hours shifts each separated by twenty-four (24) hours off duty, followed by six (6) consecutive days off. This schedule recurs on a regular twenty-four (24) day cycle.

8.2 Early Reliefs and Personal Time Trades

Early reliefs and personal time trades will be allowed by Company Captains as governed by the Department Operations Manual. Early reliefs and personal time trades for Captains and Acting Captains must be approved by the appropriate Santee Chief Officer.

CHAPTER 9.0 EMPLOYEE PERFORMANCE EVALUATIONS

9.1 Purpose

The purpose of employee performance evaluations is threefold. First, it aids supervisors and/or Company Officers, Division Chiefs, the Fire Chief and the City Manager in reviewing an employee's productivity, the quality and quantity of his/her output, attitude, working relationships and growth on the job. Second, it assists individual employees in achieving maximum work output by establishing work standards and objectives, reviewing progress toward goals and planning the employee's future development. Third, performance evaluations identify those whose performance needs improvement and those who exceed standards.

9.2 Schedule

Performance evaluations for Firefighter Paramedics in the Firefighter Paramedic Development Program shall be prepared and completed in accordance with the schedule outlined in Chapter III (Hiring, Development, Promotion) of the Santee Fire Department Operations Manual.

Performance evaluations for all other fire personnel shall be prepared within fifteen (15) working days of the employee's salary anniversary date each year.

Supervisors are authorized to evaluate a subordinate's performance as often as the supervisor deems appropriate or at the request of an employee.

9.3 Authority to Complete Performance Evaluations

The Fire Chief shall have the authority to complete evaluations of performance. However, he or she may delegate such authority to subordinate supervisors who are most familiar with the

work of the employees to be evaluated. The Fire Chief shall review and approve all performance evaluations of personnel under his or her authority.

9.4 Routing and Approval Process for Performance Evaluations

Performance evaluations shall be prepared by the assigned Fire Captain. The Fire Captain shall route the performance evaluation to his or her assigned Fire Division or Deputy Chief for review and approval. The Fire Chief shall then review and approve the performance evaluation and send to the Human Resources Department for review and approval. Human Resources may forward the performance evaluation to the City Manager for review. The performance evaluation will be sent back to the Fire Captain who will review the evaluation in a private meeting with the employee.

The employee shall sign the performance evaluation to acknowledge that the employee is aware of its contents and has discussed the evaluation with his or her supervisor. The employee's signature on the evaluation does not necessarily indicate agreement with its contents. The employee will receive a copy of the evaluation after the meeting with the supervisor and a copy of the evaluation will be placed in the employee's personnel file.

9.5 Appeal

9.5.1 Appeal Process

An employee may appeal an overall rating of Needs Improvement for a performance evaluation by submitting a written request of appeal to the Fire Captain who prepared the performance evaluation and to the employee's Fire Division or Deputy Chief within seven (7) calendar days after receipt of the final performance evaluation routed under Section 9.4 of this MOU. The Fire Division Chief will arrange a meeting with the employee and the Fire Captain who prepared the performance evaluation to discuss the employee's request of appeal. The meeting shall take place within fourteen (14) calendar days of receipt of the employee's written request. If the employee is not satisfied with the result of the meeting with the Fire Captain and Fire Division/Deputy Chief, he or she may request to meet with the Fire Chief. The Fire Chief may investigate further the facts presented by the employee on the performance evaluation and render a decision on the ratings.

If the employee is still not satisfied with the decision of the Fire Chief, he or she may request in writing a meeting with the City Manager within fourteen (14) calendar days of receipt of the Fire Chief's decision to discuss and review the employee's performance evaluation and overall rating. The City Manager will hear the appeal and then reaffirm, modify or revoke the performance evaluation issued by the Fire Chief based on his or her findings. The decision of the City Manager is final. The final performance evaluation will be placed in the employee's personnel file.

9.5.2 Written Comment

Pursuant to the Firefighter Procedural Bill of Rights Act, the employee shall have 30 days within which to file a written response to any adverse comments in the performance evaluation which will be placed in his or her personnel file. The written response shall be attached to and accompany the performance evaluation (GC 3256.).

CHAPTER 10.0 DISCIPLINE

10.1 Purpose

It is expected that all City employees shall render the best possible service and reflect a positive image on the City. Therefore, high standards of professional and personal conduct are essential. When an employee's performance or conduct is deemed improper, disciplinary action is necessary to correct deficiencies, to assure improvement to meet appropriate standards and/or to correct for violations against City or Fire Department Rules. Grounds for discipline include failing to meet any of the stated employee conduct rules found in City of Santee Personnel Rule 11.0.

10.2 Disciplinary Action

When disciplinary action occurs, the affected employee shall be informed in writing of all reports, memorandums and/or records placed in his/her personnel file. Listed below are the disciplinary actions which may be utilized by a supervisor or Fire Chief. Failure to correct deficiencies and/or improve to meet standards may result in further discipline. All provisions of this section comply with the Firefighters Procedural Bill of Rights Act (Government Code, Section 3250-3262).

10.2.1 Oral Reprimand

A supervisor may orally communicate to the employee the deficiency or problem observed. The facts of the oral reprimand shall be put in writing, but noted as an oral warning, and placed in the employee's personnel file.

10.2.2 Written Reprimand

A written reprimand may be prepared by a supervisor and a copy shall be placed in the employee's personnel file after it has been discussed with the employee and after the employee has an opportunity to sign the written reprimand. A copy shall also be given to the employee.

10.2.3 Suspension

The Fire Chief may suspend an employee without pay for up to thirty (30) calendar days for disciplinary purposes. An employee suspended without pay shall not accrue sick leave, vacation or any other benefit which normally accrues based on time worked.

10.2.4 Reduction in Pay

The Fire Chief may reduce an employee's pay to a lower step within a range or lower part of band as a disciplinary action.

10.2.5 Demotion

An employee may be disciplined through demotion by the Fire Chief. No employee shall be demoted to a position which is not available and for which he/she does not possess the minimum qualifications.

10.2.6 Dismissal

A regular employee may be dismissed for disciplinary purposes by the Fire Chief. A probationary employee may be dismissed at any time during the probationary period without cause or the right to appeal.

10.3 Notification of Proposed Disciplinary Action

When the disciplinary action to be taken includes reduction in pay, suspension, demotion, or termination, the affected employee shall be given written preliminary notice of the intention to impose the disciplinary action. If the good of the service demands immediate action, written notice shall be given as soon as possible under the circumstances. Notification shall include:

- a. Written notice of the proposed action stating the date it is intended to become effective and the specific grounds and particular facts upon which the action will be taken.
- b. Any known written materials, reports, or documents upon which the action is based.
- c. The employee will also be provided with his or her rights to respond to the proposed charges, and given a time and date to respond orally or in writing (at least 7 calendar days after the employee receives the notice).
- d. All disciplinary actions against probationary and non-permanent employees do not call for notification, review, or appeal.
- e. The employee's rights of appeal to the City Manager.

10.4 Pre-Disciplinary Conference or Written Response

10.4.1 Employee Response

After receiving the Notice of Intent to Discipline, the employee has 7 calendar days to respond either orally or in writing to the charges. This is the employee's opportunity to provide information in response to the proposed action taken by the Fire Chief. An employee may submit a written response to the Notice of Intent to Discipline in addition or in lieu of the oral response.

10.4.2 Final Decision

The Fire Chief shall notify the employee in writing of his or her decision within 30 days of the decision, but not less than 48 hours prior to imposing the discipline in accordance with the Firefighters Procedural Bill of Rights Act, Government Code Section 3254 (f).

10.5 Appeal of Decision

10.5.1 Appeal of Written Reprimand

An employee may appeal a written reprimand issued by the Fire Chief to the City Manager by submitting a written notice of appeal within seven (7) calendar days after receipt of the written reprimand by the Fire Chief. The City Manager may designate a Department Director or Assistant to the City Manager to hear the appeal and make a written report and recommendation to the City Manager, or the City Manager may hear the appeal of the employee. The City Manager may then reaffirm, modify, or revoke the written reprimand issued by the Fire Chief based on his/her findings or those of the designee. The decision of the City Manager is final and the written reprimand shall be placed in the employee's personnel file.

10.5.2 Appeal of Discipline under MOU Sections 10.2.3 through 10.2.6

An employee may appeal a decision of the Fire Chief to implement discipline under Sections 10.2.3 through 10.2.6 by submitting a written notice of appeal to the Human Resources Director within seven (7) calendar days after receipt of the final notice of discipline by the Fire Chief.

The Human Resources Director will immediately notify the City Manager and Fire Chief of the employee's request for appeal and, in accordance with Government Code Section 3254.5 of the Firefighter Procedural Bill of Rights Act and Section 11517 (c) of the Administrative Procedures Act, arrange for a hearing before an administrative law judge.

Pursuant to Government Code 11517 (c), 2, the City Manager will review the proposed decision of the administrative law judge and may take one of the following actions:

- i. Adopt the proposed decision in its entirety.
- ii. Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
- iii. Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the agency under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision.
- iv. Reject the proposed decision and refer the case to the same administrative law judge if reasonably available, otherwise to another administrative law judge, to take additional evidence. If the case is referred to an administrative law judge or she shall prepare a revised proposed decision, based upon the additional evidence and the transcript and other papers that are part of the record of the prior hearing.

- v. Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties, the City Manager may decide the case upon the record without including the transcript. If the City Manager acts pursuant to this subparagraph, all of the following provisions apply:
 - (i) A copy of the record shall be made available to the parties. The City of Santee may require payment of fees covering direct costs of making the copy.
 - (ii) The City Manager shall not decide any case provided for in this subdivision without affording the parties the opportunity to present either oral or written argument before the City Manager.
 - (iii) The authority of the City Manager to decide the case includes authority to decide some but not all issues in the case.
 - (iv) If the City Manager elects to reject the proposed decision and decide the case, the City Manager shall issue a decision not later than 100 days after rejection of the proposed decision. If the City Manager elects to a transcript of the proceedings before the administrative law judge, the City Manager shall issue his or her final decision not later than 100 days after receipt of the transcript. If the City Manager finds that a further delay is required by special circumstance, the City Manager shall issue an order delaying the decision for no more than 30 days and specifying the reasons therefore. The order shall be subject to judicial review pursuant to Section 11523.

CHAPTER 11.0 GRIEVANCE PROCEDURE

11.1 Purpose

There are hereby established procedures which are intended to provide opportunities for employees of the Santee City Fire Department to bring forth their views in relation to any unfair or improper aspect of their employment situation and to seek correction thereof.

The purpose of this procedure is:

- A. To promote improved employer-employee relations by establishing procedures on matters for which there is not another appeals procedure or hearing provided by other regulations.
- B. To assure fair and equitable treatment of all employees and promote harmonious relations among employees, supervisors and management.
- C. To encourage settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances throughout the supervisor levels when necessary.
- D. To provide a just and equitable method for the resolution of grievances without prejudice, coercion or reprisal.

11.2 Definition

For the purpose of this Grievance Procedure, a grievance is defined as follows:

A complaint by an employee or the Association of an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding or Rules and Regulations.

11.3 Scope and Limitations

A grievance does not include:

- A. Matters reviewable under some other City administrative procedure;
- B. Requests or complaints the solutions of which would require modification of a policy established by the City Council or law in the form of a resolution or ordinance;
- C. Any matter involving the initiation or renewal of memorandum of understanding, the resolution of impasses, or any other matter which is beyond the scope of representation;
- D. Requests or complaints involving the discipline of a probationary or temporary employee.

11.4 Procedures

11.4.1 Informal Grievance Procedure

- A. Employees shall have fifteen (15) calendar days after the alleged grievable incident or condition in which to initiate these procedures.
- B. An attempt shall be made to adjust all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief.
- C. The Fire Chief will deliver his or her determination on the informal grievance in writing to the employee within 21 calendar days of receiving notice of the employee initiating the informal grievance procedure. The Fire Chief may request one extension within 48 hours prior to the 21st day. The extension will be contingent upon approval of the Association, to make and deliver his or her determination on the informal grievance, so long as the total time taken to make and deliver a determination in writing is no longer than 30 calendar days from the date the Fire Chief received notice of the employee initiating the informal grievance procedure. The Association will respond to the Fire Chief's request for an extension within 48 hours of the request being made. If no response is received, the extension will automatically be granted within the time frames outlined in this provision.

11.4.2 Formal Grievance Procedure

- A. If the above informal grievance procedure does not result in resolution of the grievance, the complaint shall then be reduced to writing on Grievance Form

2009-1 within seven (7) calendar days upon receipt of the Fire Chief's determination. Said complaint shall set forth the facts necessary to the understanding of the issues involved, the inequity or damage suffered by the employee and the relief sought as outlined in Grievance Form 2009-1. The complaint shall be signed by the employee and the employee's Association representative, and shall be submitted in three (3) copies to the employee's immediate supervisor. The supervisor shall submit all three (3) copies to the Fire Chief.

- B. After receipt of said written complaint, a fact-finding committee shall be formed. The fact-finding committee will consist of one member appointed by the Fire Chief and one member appointed by the Association. The fact-finding committee will investigate the circumstances surrounding the grievance. They shall have the power to interview principals and witnesses as deemed necessary to ascertain the facts of the case. They shall each reduce the facts into a written report within fifteen (15) calendar days after committee formation. Three (3) copies of the written report shall be made, one copy of which shall be transmitted to the employee, one copy to the employee's representative and one copy to the Fire Chief. The employee shall receive only the final report.
- C. After review of the written grievance submitted by the employee and after consideration of the written reports from the fact-finding committee, the Fire Chief may further investigate the facts and issues surrounding the grievance. Within fifteen (15) calendar days of the receipt of fact-finding committee reports, the Fire Chief shall reply to the employee in writing stating his/her determination. Three (3) copies of such determination shall be made, one (1) copy of which shall be transmitted to the employee, one to the Association, and one (1) shall be retained by the Fire Chief.
- D. If the employee wishes to process the grievance further, he/she shall, within seven (7) calendar days of the receipt of the Fire Chief's determination, notify the Human Resources Director in writing, who will immediately notify the City Manager of such request. After investigation and discussion with the employee, but not later than twenty-one (21) calendar days after the request was submitted by the employee to the Human Resources Director, the City Manager will submit his or her written determination to the employee.

11.4.3 Arbitration Process

- A. If the grievance is not satisfactorily resolved by use of 11.4.1 or 11.4.2 above, the employee must appeal in writing to the City Manager within seven (7) calendar days of receiving the City Manager's written determination. Three copies of the appeal by the employee at this step must be submitted: one copy to the City Manager, one copy to the Human Resources Director and one copy to the Association President.
- B. Steps for choosing an arbitrator are as follows:
 - 1. The City and Association agree to use the State Mediation and Conciliation Service.
 - 2. A list of 7 arbitrators shall be requested from the SMCS.

3. The City shall strike one name first and alternate until there is one name left on the list.
 4. The last name will be chosen as the Arbitrator.
- C. The arbitration costs shall be divided evenly between the City and the Association. Arbitration costs include the cost of the arbitrator and court reporter. If the Arbitrator orders a transcription, the cost of the transcription shall be divided evenly between the City and the Association. If either the City or the Association orders a transcription, the party responsible for ordering the transcription will be responsible for the entire cost of the transcription. In the case that the Santee Firefighters Association does not support the grievance continuing to arbitration, all arbitration costs as defined in this section will be shared equally between the City and the employee. The employee or Association will be responsible for the cost of his or her own representation or attorney fees and preparation of documents.
- D. The arbitrator's advisory decision shall be submitted to the City Manager who shall immediately notify the Mayor of receipt of the arbitrator's advisory decision. The City Manager shall submit to the Mayor two (2) copies of the original grievance complaint along with copies of the reports of the fact-finding committee, the Fire Chief's conclusions, the City Manager's determination, the employee's request for appeal, and the arbitrator's advisory decision.

11.4.4 City Council Review

The Mayor shall, without delay, arrange a review of the arbitrator's advisory decision along with the additional supporting documentation in 11.4.3 (D) at one of the two regularly scheduled subsequent City Council meetings with the City Council. In accordance with the requirements of the Brown Act, as interpreted by the City, the City Council will, unless otherwise required, consider the grievance in a properly noticed and agendized closed session. As provided in and required by the Brown Act, the City Council may, but is not required to, invite into the closed session any person who may possess information that the City Council, in its discretion, deems necessary to its determination of the issues, unless the Brown Act precludes the attendance of the person in closed session. The City and the Association acknowledge and agree that a grievance considered under this provision of the MOU is not subject to the advance notice and public employee open session election procedures found in the Brown Act, specifically, Government Code section 54957(b)(2).

- A. At such meeting, all supporting documentation and the materials provided by the advisory arbitrator shall be reviewed, discussed and an effort shall be made to arrive at a satisfactory resolution of the issue.
- B. Within fourteen (14) calendar days after the City Council meeting, the Council shall affirm, modify, or reject the advisory decision, and shall forthwith make its decision in writing to all concerned parties.

11.5 General Provisions

- A. No part of the grievance procedure shall be placed in the employee's record.
- B. Employees shall be assured freedom from reprisal for using the grievance procedure.
- C. The employee and his/her representative may use a reasonable amount of work time in preparing and presenting the grievance.
- D. The time limits described in the procedures laid down in Article 10.4 may be extended to a definite date by mutual consent.

CHAPTER 12.0 SENIORITY

12.1 Definition

12.1.1 Department Seniority

An employee's most recent period of unbroken, continuous service with the City. Employees shall not attain department seniority until the completion of the required probationary period, at which time department seniority shall relate back to the commencement of the most recent date of appointment.

12.1.2 Classification Seniority

The period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the probationary period in that classification, at which time seniority classification shall relate back to the most recent date of appointment to such classification.

12.2 Seniority Credit

12.2.1 Computing Seniority

In computing seniority, credit shall be given for all classified service in the City except that a resignation or discharge shall be considered a break in service and seniority credit shall be given for any service rendered prior to that break, as provided below.

12.2.2 Absences

Seniority credit shall be allowed only for the following types of absence from a position in the classified service:

- A. Absence without pay not exceeding four (4) working shifts or seven (7) calendar days.
- B. Absence during authorized vacation or annual leave.
- C. Absence on leave for active service in the Armed Forces of the State of California or the United States of America.

- D. In the event that an employee does not complete the probationary period in his/her classification due to layoff, seniority shall be allowed for the new service classification upon completion of that probationary period.
- E. Absence on leave made necessary by injuries sustained in the line of duty.
- F. Absence on leave without pay made necessary by injuries not sustained in the course of employment by the City.
- G. Absence on leave while on loan to another agency if, in the opinion of the Fire Chief, the City stands to benefit from the specific experience obtained from such other employment or activity.
- H. Transfer to LTD shall be treated as continuous service for the purpose of racking seniority with the City and Department.

12.3 Other Seniority Credit Provisions

12.3.1 Computing Length of Service

In computing length of service, all periods of absence without pay in excess of four (4) shifts or seven (7) calendar days, notwithstanding the reason or necessity therefore, shall be deducted and no seniority credit granted.

12.3.2 Temporary Fill in another Position

Seniority credits for periods of absence from one class in order to temporarily fill in another position shall be granted in the former position

12.3.3 Suspension or Separation

If an employee is suspended / separated through no fault of his/her own and is later reinstated, he/she shall not lose any seniority credit for any period of actual service; if, however, he/she has been separated from service by resignation or discharge for cause and is again employed, he/she shall not receive any seniority credit for service rendered prior to his/her separation from service.

12.3.4 Two or More Employees Appointed on the Same Date to the Same Classification

When two or more Firefighter Paramedics are appointed on the same date, the order of precedence shall be determined by the order of the relative position of such employees on the eligibility list, using scores to the hundredth decimal in case of ties, from which said employees were appointed.

For Fire Engineers and Fire Captains, the Fire Chief may appoint two or more Fire Engineers or promote two or more Fire Captains by separating the appointment dates or promotional dates by at least one day.

12.3.5 Seniority Credit after Three Years of Continuous Service

Seniority credit shall be awarded for service rendered prior to resignation or discharge after the completion of three (3) years continuous service.

CHAPTER 13.0 REDUCTION IN FORCE

13.1 Guidelines

Reduction in force shall be based on Seniority, least senior first. Should a reduction in force be necessary, the following will apply:

- A. When a position is to be eliminated, Classification Seniority will be used as the criteria. For more than one employee with the same Class Seniority, the next criteria will be Department Seniority.
- B. An affected employee shall be given the choice of either being laid off or being reduced to the previous rank (pay grade) held.
- C. An employee being reduced may not replace an employee who has more Department Seniority, but instead must move to the next lower rank.
- D. All employees at or below Firefighter/Firefighter Paramedic shall be considered one rank for reduction in force purposes.
- E. When re-strengthening the Department, all those affected by the reduction in force shall be given the opportunity to move back into their former positions before any new personnel are hired or promoted.
- F. The time limit for rehire shall be twenty-four (24) months from date of layoff for employees who have completed initial probation. Time limit for rehire shall be twelve (12) months for employees who have not completed initial probation.

CHAPTER 14.0 MISCELLANEOUS

14.1 Medical Testing

Annual physicals have been eliminated. Effective October 1, 2009, all required medical testing for all positions covered by this MOU will be conducted on site at the Fire Stations as determined by Fire Administration and the City. Estimated savings of \$15,000 (annually) from the elimination of the annual physicals will be utilized for *Firefighter Wellness* (equipment, training, instructional aids, fitness education, advance medical screening including body scans, blood tests, etc.) administered through the Fitness Committee and subject to approval by the Fire Chief or his designee. Firefighter Wellness funds must be expended within the fiscal year in which the funds have been budgeted and in accordance with City purchasing policies and procedures. Approved uses of these funds will either be paid directly by the City or reimbursed to the Association if paid by the Association. The balance of Firefighter Wellness funds that remains unspent at June 30, 2016 will be carried forward for use by the Association for approved purposes (including body scans) until June 30, 2017.

14.2 Uniforms Issued

14.2.1 Class B Uniforms – New Employees

City shall purchase and provide for new employees, and all employees shall maintain at a minimum the following Class B uniform items:

1. 4 pairs trousers
2. 4 shirts with patch
3. 1 belt
4. 1 hat
5. 4 t-shirts
6. 1 set of workout gear to include 1 work out shirt and 1 pair of shorts
7. 1 pair wild land boots*
8. 1 badge
9. 2 name tags
10. Inclement Weather Jacket

Thereafter, employees will be responsible for the purchase and maintenance of their own Class B work uniforms from the uniform reimbursement amount designated in section 2.7.1. However, the City agrees that it will replace, at no cost to the fire employee, any of the items listed above if damaged beyond normal wear and tear in the performance of duties under emergency circumstances without any negligence by the employee, as determined by the Fire Chief or Fire Chief's designee.

*Note: Wildland boots are provided by the City for all new employees and will be replaced at the City's cost as needed with approval of appropriate Chief.

14.2.2 Class A Uniforms

City shall furnish upon completion of the one year probationary period a class "A" uniform to consist of:

1. 1 tunic (jacket)
2. 1 pair trousers
3. 1 white shirt
4. 1 black tie
5. 1 dress belt
6. 1 pair black socks
7. Garrison cap
8. Shoes

Thereafter, employees will be responsible for the purchase and maintenance of their own Class A uniforms from the uniform reimbursement amount designated in section 2.7.1. However, the City agrees that it will replace, at no cost to the fire employee, any of the items listed above if damaged beyond normal wear and tear in the performance of duties under emergency circumstances without any negligence by the employee, as determined by the Fire Chief or Fire Chief's designee.

14.3 DMV License Reimbursement

The City will provide the state mandated training for employees to obtain the Firefighter endorsement on their Class C driver's license, including tuition and detached duty and/or overtime to attend Driver Operator 1A. This training will typically occur between the 12 and 24 month exams: however the timeline may be modified due to the availability of CSFM Driver

Operator 1A class offerings. For those employees required to obtain / maintain a Firefighter Endorsement, the City will reimburse the amount attributable to the Firefighter Endorsement of their DMV renewal costs. The reimbursement will be the difference between the cost of a Class C license and the required endorsement to operate firefighting apparatus.

14.4 Tobacco and Smoking Prohibition

Employees hired after 10/28/92 shall be non-smokers and are required to remain non-smokers throughout their employment. Additionally, employees hired after 7/1/09 shall not smoke or use any tobacco product either on or off-duty while employed by the City of Santee.

14.5 Secondary Employment

Employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to their duties with the City, as more fully set forth in Government Code Section 1126.

14.6 Impasse: Declaration and Resolution

An impasse shall be declared only after the last best offer of each party has been rejected by the other by vote of the City Council in the case of the City and the general membership in the case of the Association. Every reasonable effort shall be made on the part of both parties to avoid impasse. If an impasse has been reached (as defined in this Article of the parties' Agreement), the parties may agree to submit the dispute to mediation, and agree on the selection of the mediator. The mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues. If the parties do not agree on mediation or the selection of a mediator, or having so agreed, the impasse has not been resolved, all issues shall be submitted to the City Council for its determination and such action as it in its discretion deems appropriate as in the public interest. Any action taken by the Council on the impasse shall be final and binding.

14.7 Reopener

The parties agree that either party may raise two items in the Memorandum of Understanding for discussion, by sending the other notice no later than April 1, 2018. The parties agree to meet and discuss these items raised by the other party, but neither party is agreeing to open the Memorandum of Understanding, and neither party shall be required to meet and confer over the items raised for discussion during the term of the Memorandum of Understanding, unless otherwise required by applicable law or another provision of the MOU.

CHAPTER 15.0 EFFECT OF AGREEMENT

It is agreed that the specific provisions contained in this Agreement shall prevail over City practices and procedures and over state laws to the extent permitted by state law. Signed and witnessed the _____ day of _____, 2016 at Santee, San Diego County, California.

CITY OF SANTEE

SANTEE FIREFIGHTERS
ASSOCIATION, INC.

Marlene Best
City Manager

Chris Balch,
Employer-Employee Relations Committee

Christopher Thompson, President
Santee Firefighters' Association

City of Santee
COUNCIL AGENDA STATEMENT

1G

MEETING DATE September 28, 2016

AGENDA ITEM NO.

ITEM TITLE AUTHORIZE LEASE AGREEMENTS FOR TWO NEW XEROX COPIER/PRINTERS FROM XEROX CORPORATION PER THE COOPERATIVE PURCHASING NETWORK (TCPN) CONTRACT #R150302

DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY This item requests City Council authorization to enter into separate five-year lease agreements for two Xerox Model W7855PT copier/printers for the Department of Development Services. At the end of the lease term, the City will have the option of purchasing the copiers/printers at the then-current market value price, return them, or trade them in for newer models and new lease terms.

Under the proposed lease terms, the department will replace two copiers with new models at a total annual lease cost of \$7,541, representing a savings in lease and copying costs of approximately \$2,282 annually.

Santee Municipal Code 3.24.180 authorizes the City to purchase equipment and supplies from a vendor at a price established by competitive or competitively negotiated bid by another public agency as long as that bid substantially complied with the formal bidding procedures in Santee Municipal Code Section 3.24.110. In January 2015, The Cooperative Purchasing Network (TCPN) conducted a competitive process, substantially complying with Santee's Municipal Code, for lease and purchase of various copiers and printers. Based on the requirements for lowest responsive responsible bidder offering the best overall quality and selection of products and services, Xerox Corporation was one of the vendors awarded Contract #R150302 for various copiers and printers for a 3-year term plus two 1-year renewal options.

Santee's Purchasing Ordinance requires City Council approval of all purchases exceeding \$20,000. Staff recommends utilizing TCPN Contract #R150302 to enter into separate five-year lease agreements for two Xerox Model W7855PT copier/printers with Xerox Corporation for a total (combined) amount not to exceed \$37,705 at the end of the five-year terms.

CITY ATTORNEY REVIEW N/A Completed

FINANCIAL STATEMENT  Funding for these copiers/printers is included in Department of Development Services FY 2016-17 adopted budget.

RECOMMENDATION 

1. Authorize entering into five-year lease agreements for two Xerox Model W7855PT copier/printers with Xerox Corporation for a total (combined) amount not to exceed \$37,705 at the end of the five-year terms; and
2. Authorize the City Manager to approve change orders up to ten percent (10%) of the annual purchase order amount; and
3. Authorize the City Manager to execute all necessary documents.

ATTACHMENTS None

City of Santee
COUNCIL AGENDA STATEMENT

2A

MEETING DATE

September 28, 2016

AGENDA ITEM NO.

ITEM TITLE PUBLIC HEARING FOR TENTATIVE MAP (TM2015-3) AND DEVELOPMENT REVIEW PERMIT (DR2015-6) FOR A 10-UNIT RESIDENTIAL CONDOMINIUM SUBDIVISION AT 8646 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: INFILL DEVELOPMENT COMPANY

DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY

The proposed multiple-family residential subdivision consists of 10 detached condominium units on a 1.08-acre parcel of land at 8646 Carribean Way in the R7 (Medium Density Residential) Zone. The subdivision would be served by a private street with direct vehicular access to Carribean Way. Each residence would include a two-car garage and a 20-foot driveway that can accommodate two additional vehicles. Three additional visitor parking spaces would be provided for a total of 43 parking spaces. Each residence would include a 15-foot deep private backyard. Approximately 8,575 sq. ft. of common area landscaping with play structures, to be maintained by a Homeowners Association, would be provided.

ENVIRONMENTAL REVIEW

The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 pertaining to infill development projects on sites of five acres or less.

CITY ATTORNEY REVIEW N/A Completed


FINANCIAL STATEMENT Staff costs for application processing are paid on a full cost recovery basis. Development Impact Fees are estimated to be \$172,044 (including Drainage \$17,109; Traffic \$19,701; Traffic Signal \$2,034; Park-in-Lieu \$61,479; Public Facilities \$50,508; RTCIP Fee \$21,213).

RECOMMENDATIONS 

1. Conduct and close the public hearing.
2. Find the project exempt from CEQA pursuant to Section 15332 of the CEQA Guidelines.
3. Approve Tentative Map TM2015-3 and Development Review Permit DR2015-6 per the attached resolutions.

ATTACHMENTS

Staff Report
Location Map
Aerial Map
Tentative Map Resolution
Development Review Resolution
Project Plans

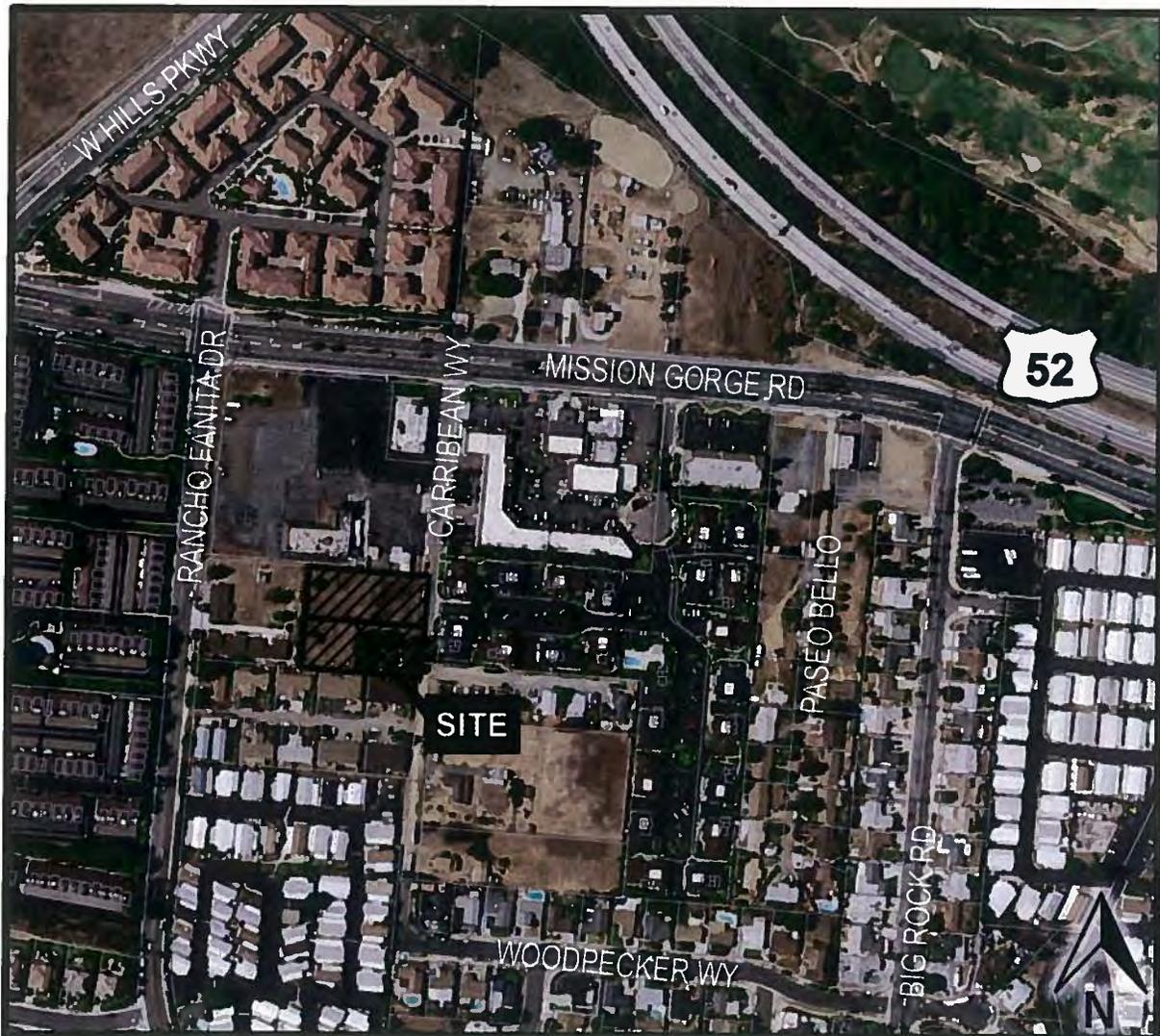
STAFF REPORT

TENTATIVE MAP (TM2015-3) AND DEVELOPMENT REVIEW PERMIT (DR2015-6) FOR A 10-UNIT RESIDENTIAL CONDOMINIUM PROJECT AT 8646 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: INFILL DEVELOPMENT COMPANY (DAVID WEILAND)

CITY COUNCIL MEETING, SEPTEMBER 28, 2016

A Notice of the Public Hearing was published in the East County Californian on September 15, 2016. The Notice of Public Hearing was mailed to 220 owners of property within 300 feet of the subject property and other interested parties, including the owner of the subject property and the applicant, by U.S. Mail on September 15, 2016.



A. SITUATION AND FACTS

1. Requested by Robinson Lane Santee LLC
2. Land Owner Infill Development Company (David Weiland)
3. Type and Purpose of Request Tentative Map and Development Review Permit for a proposed multiple-family residential subdivision consisting of 10 detached condominium units and four common lots.
4. Location 8646 Carribean Way
5. Site Area 1.08 acres
6. Existing Number of lots 2
7. Proposed Number of lots 10 condominium lots and four common lots
8. Proposed Density 9.3 dwelling units per acre
9. Hillside Overlay No
10. Existing Zoning R-7 (Medium Density Residential)
11. Proposed Zoning R-7 (Medium Density Residential)
12. Surrounding Zoning North: R-22 (High Density Residential)
South: R-7 (Medium Density Residential)
East: R-7 (Medium Density Residential)
West: R-7 (Medium Density Residential)
13. General Plan Designation R-7 (Medium Density Residential)
14. Proposed G.P. Designation R-7 (Medium Density Residential)
15. Existing Land Use Single-family residence
16. Surrounding Land Use North: Vacated property planned for multiple-family residential development (Pinnacle Peak)
South: Multiple-family residential
East: Multiple-family residential
West: Multiple-family residential
17. Terrain The site slopes downward at about 6% from south to north. The site elevations vary from 353 feet above sea level at the south end of the property to 341 feet above sea level at the north end. A retaining wall is located along the north property line.
18. Environmental Status The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332

pertaining to infill development projects on sites of five acres or less.

19. APN 383-260-40 & 383-260-41
20. Within Airport Influence Area 1 No, the project is not within Airport Influence Area 1 and would not require a consistency review with the Gillespie Field Airport Land Use Compatibility Plan (ALUCP).

B. BACKGROUND

Existing Conditions:

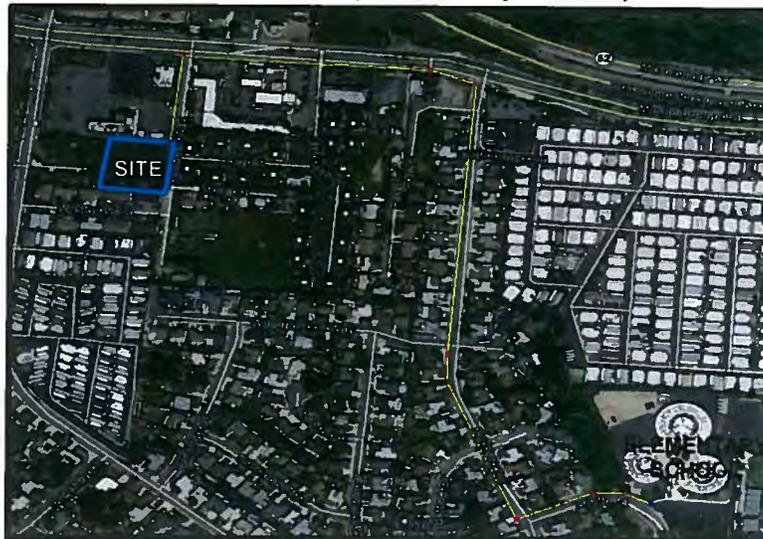
The 1.08-acre site is located along the westerly side of Carribean Way, approximately 400 feet south of Mission Gorge Road. The site is occupied with a single family residential structure that is currently occupied, a concrete driveway with direct vehicular access to Carribean Way, and areas of disturbed land consisting of non-native vegetation. No sensitive plants or animals have been observed on the site. The site gently slopes downward from south to north at an approximately 6% grade.

The site is located in a residential area in southwest Santee. Existing multiple-family residential units are located south, east and west of the site, with a planned 113-unit condominium development proposed to the north of the site. The site is served by Chet F. Harritt Elementary School and West Hills High School. Big Rock Park, located next to Chet F. Harritt Elementary School, is the nearest public City park to the site, and is located approximately three-quarters of a mile east of the site.

School Routes

This project would be served by Chet F. Harritt Elementary School, located southeast of the site, and West Hills High School, on Mast Boulevard. The most direct and safest route to school for K-8 residents of the project to Chet F. Harritt Elementary School would consist of a total length of approximately three-quarters of a mile as shown in the following map:

The route to Chet F. Harritt Elementary School would have sidewalks along the entire length of the route upon the development of the Pinnacle Peak site to the north (TM2015-6). The major intersections on this route are controlled either by a traffic signal or stop signs. High school-aged residents



Path to school from project (yellow line)

of the proposed development would attend West Hills High School approximately 1.5 miles north of the project site. The major intersections on this route are all controlled by traffic signals.

Carribbean Way

The subject property currently abuts a one-foot wide property along Carribbean Way under separate ownership. The applicant would be required to acquire this property along the project frontage in order to obtain legal access to Carribbean Way.

C. PROJECT DESCRIPTION

Overview:

The project is a request for a Tentative Map and Development Review Permit for a proposed 10-unit multiple-family residential subdivision on a 1.08-acre site. The project would provide 10 detached condominium units, three common area/bioretention lots, and one private street lot. Approximately 8,575 square feet of common area landscaping would be provided, with a pocket park containing log and boulder play structures, a barbecue pit, benches, and a gazebo. The project density is proposed at 9.3 dwelling units/acre.

Residential sites would range in size from 2,918 to 3,259 square feet. Homes would all be detached with fenced private backyards and five-foot side yards. Each home would include front yard landscaping with a combination of drought-tolerant trees, shrubs, and ground cover. Three floorplans and architectural elevations are proposed, with each home consisting of two stories, 24 feet in height, and ranging in size from 1,909 to 2,065 square feet. The homes would feature contemporary ranch architecture, with a combination of earth-tone stucco and wood siding. Each home would include a front porch. Façades would be articulated with varying architectural projections and trim.

Primary vehicular access to the site would be from Carribbean Way. The project frontage along Carribbean Way would be fully improved with street widening, curbs, gutters, sidewalks, and enhanced landscaping. One new private street (Robinson Lane) would provide internal vehicular and pedestrian circulation. Each residence would include a 20-foot concrete driveway with curb cuts along Robinson Lane.

Sustainability Features:

The proposed homes would be designed and built to exceed California Title 24 energy efficiency standards by at least 15% and each home would be solar ready. The project proponent has committed to having the homes rated through the California Advanced Homes Program (CAHP) and each homebuyer would receive a Certified Green Home Certificate, which verifies the home was built to CAHP standards. In addition to home sustainability features, there would be sustainable features incorporated into the landscape and common areas. This includes bioretention drainage control, permeable paving surfaces and shade trees. All landscaping would be drought tolerant with a drip-only irrigation system. Low

voltage pedestrian and landscape lighting would be used throughout the development.

Storm Water

Two landscaped bioretention areas are proposed for the project site, one to treat and infiltrate the easterly project runoff, and another to treat and infiltrate the westerly runoff. The project proposes to drain a portion of the site to the east onto Carribean Way and the remaining portion to the north, as in the existing condition. The runoff would enter a bioretention area for treatment then be discharged into a new gutter along Carribean Way. The westerly drainage would enter a bioretention area and then be discharged into the new storm drain system north of the project site that would be constructed with the project to the north.

The site would comply with full trash capture requirements by fitting all storm drain inlets with a grate/screen or trash rack, and retrofitting any adjacent storm drain inlet structures to which the site discharges with trash capture devices. All non-storm water discharges would drain to landscaped areas, or be plumbed to the sewer. Each unit would have separate recycling and waste receptacles that would be stored in the garages during non-collection days. Dog waste stations would be incorporated through the property and include signage to pick up and properly dispose of pet waste.

D. ANALYSIS

General Plan/Zoning Consistency:

The project is consistent with both the Santee General Plan and Zoning Ordinance. The R-7 (Medium Density Residential) General Plan land use designation and zoning classification are intended for a wide range of residential development types including attached and detached single family and multiple family units. The project helps achieve Objective 5.0 of the Housing Element of the General Plan which encourages the provision of a wide range of housing options by location, type of unit, and price to meet current and future housing needs. The project would add 10 housing units that would help Santee achieve its housing goals.

The project, as conditioned, would meet the development standards of the R-7 zone (Chapter 17.10 of the Santee Municipal Code). The allowable density in the R-7 zone ranges from 7 to 14 dwelling units per acre. This project proposes a density of 9.3 dwelling units per acre. The maximum height in this zone is 35 feet or two stories. This project proposes two story dwelling units with a maximum height of approximately 24 feet. The R-7 zone has a maximum 55% lot coverage limitation. The project proposes individual lot coverages of approximately 39%.

The required setbacks in the R-7 zone include a front setback of 20 feet, rear setback of 10 feet, and side setbacks of 10 feet. The setbacks apply to the collection of buildings within the multiple-family residential development. The proposed setbacks include a 20-foot front setback, 15-foot rear setback and 10-foot

side setbacks. All proposed homes would be separated by a minimum of 10 feet, which is the minimum spacing requirement set forth in the Zoning Ordinance. A 20-foot wide landscape strip would be provided along Carribean Way. The nearest homes to Carribean Way would be set back from the roadway by 30 feet.

The minimum private open space required in the R-7 zone is 100 square feet per unit; the proposed development would provide approximately 500 square feet of private open space per unit.

Compatibility with Adjacent Land Uses:

The proposed multiple-family residential project is compatible with surrounding multiple-family residential developments. Adjacent multiple-family residential developments have densities ranging from 13 to 20 dwelling units per acre. The site is conveniently serviced by neighborhood commercial uses along Mission Gorge Road, with the nearest shopping center at the southeast corner of Mission Gorge Road and Carribean Way, approximately 400 feet from the site.

Development Impact Fees:

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

Drainage	\$ 17,109	or	\$ 1,901 / unit
Traffic	\$ 19,701	or	\$ 2,189 / unit
Traffic Signal . . .	\$ 2,034	or	\$ 226 / unit
Park-in-Lieu	\$ 61,479	or	\$ 6,831 / unit
Public Facilities.	\$ 50,508	or	\$ 5,612 / unit
RTCIP Fee	\$ 21,213	or	\$ 2,357 / unit
Total	\$ 172,044*		

** A credit for 1 existing single family residence has been applied to the above fee amounts*

Parking

The project provides 43 on-site parking spaces which meets the City's parking requirements for multiple-family residential developments. Parking requirements for multiple-family residential developments are based on the number of bedrooms in each unit as set forth in Section 14.24.040(A)(2) of the Zoning Ordinance. For units with two or more bedrooms two off-street parking spaces are required. In addition to the required number of parking spaces for each unit, one off-street uncovered parking space must be provided for each four units for visitor parking. Each residential unit of the proposed development would consist of two or more bedrooms. Therefore, a total of 23 off-street parking spaces would be required. The proposed development would include two parking spaces within a garage per unit, two parking spaces in a driveway per unit, and three additional visitor parking spaces for a total of 43 parking spaces, exceeding the minimum parking requirement for multiple-family residential developments by 20 spaces. In order to ensure that the garages are not converted to non-parking use, the project has been conditioned to include in the Homeowner's Association covenants, conditions, and restrictions (CC&Rs) a condition requiring that each unit maintain the two parking spaces in the

garage available for use at all times. The CC&Rs are also required to prohibit parking along Robinson Lane and place the enforcement responsibility of these provisions on the Homeowners Association.

Environmental Status:

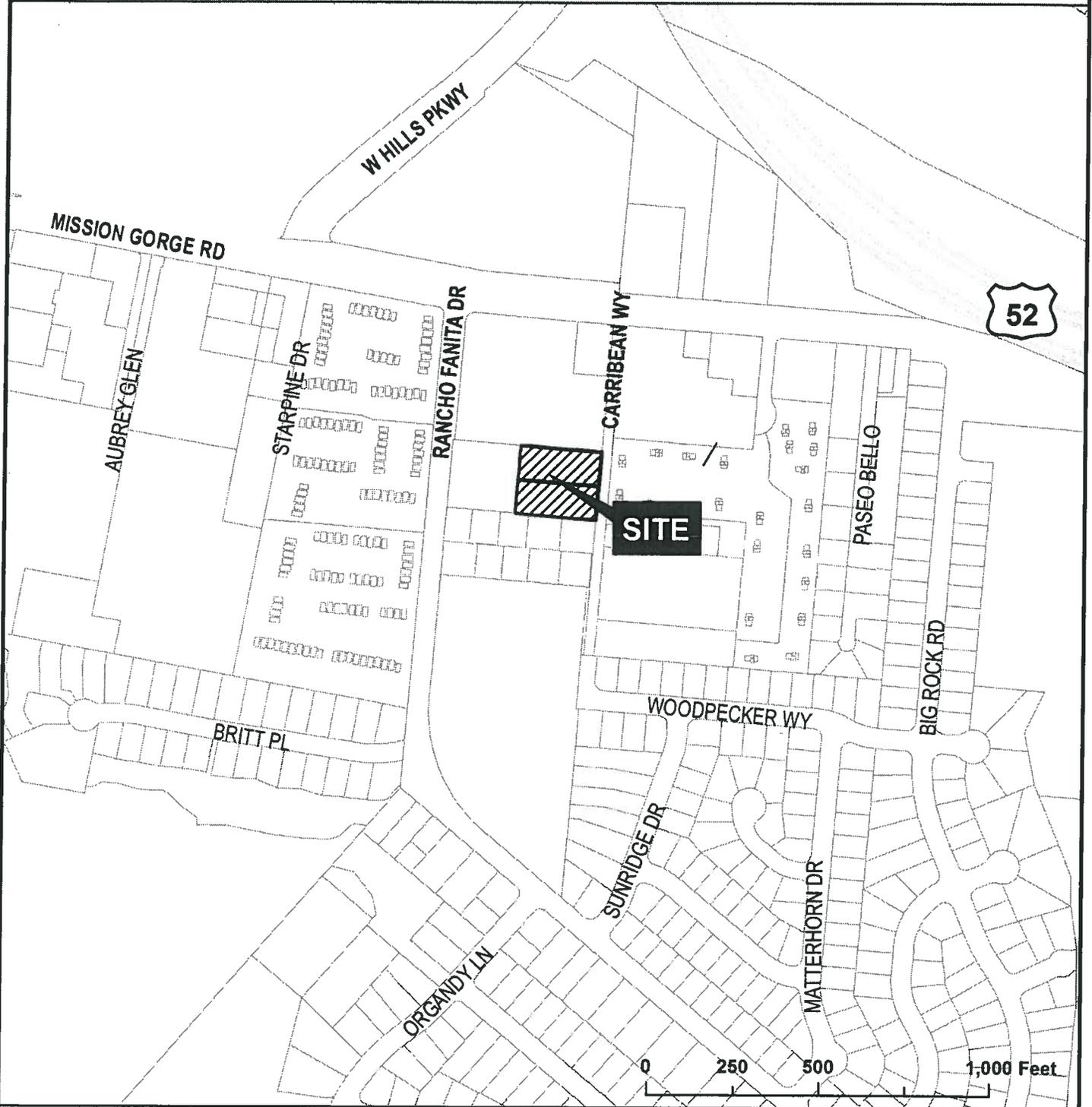
The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 pertaining to infill development projects. CEQA Guidelines Section 15332 requires that infill development projects meet the following five criteria in order to qualify for the exemption:

1. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. *Evaluation: The proposed project is consistent with the General Plan and Zoning Ordinance.*
2. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. *Evaluation: The proposed project is on a 1.08-acre parcel of land and is surrounded by development.*
3. The project site has no value as habitat for endangered, rare or threatened species. *Evaluation: A reconnaissance biological survey of the project site, completed by RECON biologist Beth Procsal on August 17, 2015, determined that the site is disturbed and no sensitive, threatened, or endangered plants or wildlife species were located on the site and that no sensitive habitat communities were located on or adjacent to the project site.*
4. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. *Evaluation: The small project size would not exceed any significance thresholds for traffic, noise, air quality or water quality as evaluated in the Initial Study completed for the project on May 15, 2015 in accordance with CEQA Guidelines.*
5. The site can be adequately served by all required utilities and public services. *Evaluation: The site has full municipal services and has obtained sewer and water availability declarations from the Padre Dam Municipal Water District.*

E. STAFF RECOMMENDATION

1. Conduct and close the Public Hearing; and
2. Find the project exempt from CEQA pursuant to Section 15332 of the CEQA Guidelines; and
3. Approve Tentative Map TM2015-3 and Development Review Permit DR2015-6 per the attached resolutions.

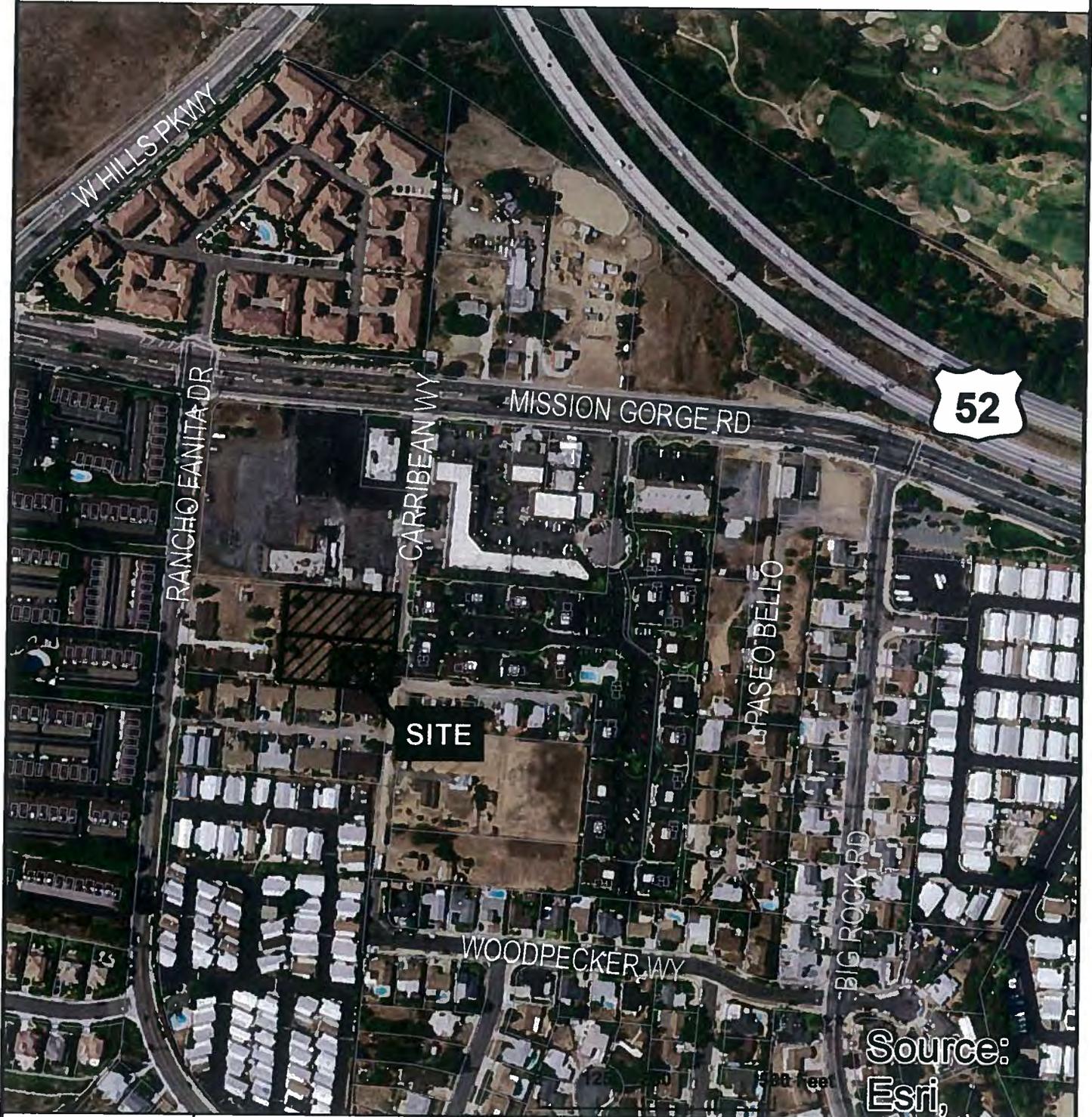
Location Map



Tentative Map TM2015-3
Development Review DR2015-6
8646 Carribbean Way
APN 383-260-40 & -41



Aerial Map



Tentative Map TM2015-3
Development Review DR2015-6
8646 Carribbean Way
APN 383-260-40 & -41



RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA APPROVING TENTATIVE MAP (TM2015-3) FOR A 10-UNIT
RESIDENTIAL CONDOMINIUM SUBDIVISION AT 8646 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: INFILL DEVELOPMENT COMPANY
APN: 383-260-40 & 383-260-41
(RELATED PROJECT NUMBER TM2015-3)**

WHEREAS, on August 30, 2016 Infill Development Company submitted a complete application for Development Review Permit DR2015-6 to construct 10 detached residential dwelling units concurrent with Tentative Map TM2015-3 for the subdivision of 1.08 gross acres into 10 residential lots and four common lots, located in the R-7 (Medium Density Residential) Zone, as legally described in Exhibit A; and

WHEREAS, the proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15332, Class 32 of the CEQA Guidelines pertaining to infill developments; and

WHEREAS, the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; and

WHEREAS, the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; and

WHEREAS, the project site was previously developed and has no value as habitat for endangered, rare or threatened species; and

WHEREAS, approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and

WHEREAS, the site can be adequately served by all required utilities and public services; and

WHEREAS, the development site is located outside Airport Influence Area 1 of Gillespie Field and does not require review by the San Diego Airport Land Use Commission; and

WHEREAS, the Director of Development Services scheduled Tentative Map TM2015-3 and Development Review Permit DR2015-6 for a public hearing on September 28, 2016; and

WHEREAS, on September 28, 2016 the City Council held a duly advertised public hearing on Tentative Map TM2015-3 and Development Review Permit DR2015-6; and

RESOLUTION NO.

WHEREAS, the City Council considered the Staff Report, all recommendations by staff, public testimony, and all other relevant information contained in the administrative record regarding the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santee, California, after considering the evidence presented at the public hearing, as follows:

NOW, THEREFORE, BE IT RESOLVED by the City of Santee City Council, after considering the evidence presented at the public hearing, as follows:

Section 1: Tentative Map TM2015-3 will not result in a significant adverse impact upon the environment and is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 of State CEQA Guidelines.

Section 2: The findings, in accordance with the State Subdivision Map Act (Government Code Section 66410 et. seq.) for Tentative Map TM2015-3, are made as follows:

- A. The Tentative Map is consistent with the General Plan in that it proposes to create 10 residential lots and four common lots on land that is designated for multifamily residential use at densities consistent with the General Plan designation.
- B. The design and improvements required of the proposed development are consistent with all Elements of the Santee General Plan as well as City Ordinances because all necessary services and facilities are, or will be, available to serve this subdivision.
 1. On-site drainage improvements will be provided as well as drainage fees (approximately \$17,109.00) will be paid for the increase in surface water run-off, and
 2. Traffic Impact, Traffic Signal and Regional Transportation Congestion Improvement Program fees (totaling approximately \$42,948.00) will be paid to mitigate the additional traffic resulting from this approval, and
 3. Park-In-Lieu fees (approximately \$61,479.00) toward the future construction of parks shall be provided to mitigate the impact on City parks, and
 4. Public Facilities fees (approximately \$50,508.00) will be paid to mitigate the additional impacts on public facilities from this approval.
- C. The site is physically suitable for the type of development and the density proposed, in that the site is large enough to accommodate 10 detached, two-story dwelling units, common area amenities, guest parking, landscaping, a private street, provide setbacks, and not exceed the lot coverage requirements in conformance with the R-7 zone development standards.
- D. The discharge of sewage waste from the subdivision into the Padre Dam Municipal Water District sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board specified by

RESOLUTION NO.

Government Code Section 66474.6.

- E. The design of the Tentative Map is not likely to cause serious public health problems as City water service is available to the property and conditions of approval for the project require certification that the applicant reserve sewer capacity and make payment of fees to ensure adequate service to the new homes.
- F. The design of the Tentative Map or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because the development site has been disturbed, it is generally surrounded by existing development, and it is not located within a Preserve Area of the City's draft Multiple Species Conservation Program Subarea Plan.
- G. The design of the Tentative Map or the type of improvements have been conditioned to not conflict with any easement by the public at large, for access through, or use of property with the proposed subdivision as defined under Government Code Section 66474.
- H. The design of the subdivision has provided, to the extent feasible, for future passive or natural heating or cooling opportunities as defined under Section 66473.1 of the State Subdivision Map Act.
- I. The effects of the subdivision on the housing need for the San Diego region have been considered and balanced against the public service needs of the City of Santee residents and available fiscal and environmental resources. One residential unit will be removed and 10 residential units will be added, for a net increase of nine dwelling units to the City's housing inventory.

Section 3: Tentative Map TM2015-3, dated September 9, 2016, and submitted by Infill Development Company, which will result in a subdivision of 1.08 gross acres into 10 residential condominium units on 14 lots at 8646 Carribean Way within the R-7 General Plan Designation, is hereby approved, subject to the following conditions:

- A. The applicant shall obtain approval of Development Review Permit DR2015-6.
- B. Prior to approval of the Final Map, unless other timing is indicated, the subdivider shall complete the following, or have plans submitted and approved, agreements executed and securities posted:
 - 1. Following project approval the applicant shall schedule with the City Project Planner a post approval meeting to discuss the project conditions of approval, timing of design and construction and implementation of the project conditions. The meeting shall be scheduled within thirty days of project approval and prior to any plan submittals. The applicant should include their project design team including project architect, their design engineer and their landscape architect.
 - 2. The applicant shall include provisions in their design contract with their design

RESOLUTION NO.

consultants that following acceptance by the City, all construction drawings or technical reports accepted by the City, exclusive of architectural building plans, shall become the property of the City. Once accepted, these plans may be freely used, copied or distributed by the City to the public or other agencies as the City may deem appropriate. An acknowledgement of this requirement from the design consultant shall be included on all construction drawings at the time of plan submittal.

3. To coordinate with the City Geographic Information System, horizontal and vertical control for all construction drawings, grading plans, landscape plans, street improvement plans, plot plans, etc., shall be obtained from ROS 11252. All plans, exclusive of the map and building plans, shall be prepared at an engineering scale of 1" = 20' unless otherwise approved by the project engineer.
4. If plans are prepared in digital format using computer aided drafting (CAD), then in addition to providing hard copies of the plans the applicant shall submit a copy of the plans in a digital .DXF file format at the time of its approval or as requested by the Director of Development Services. The digital file shall be based on accurate coordinate geometry calculations. The digital file for the final map shall specifically include each of the following items in a separate layer:
 - a. Lot boundaries.
 - b. Lot numbers.
 - c. Subdivision boundary.
 - d. Right-of-way.
 - e. Street centerlines, and
 - f. Approved street names.
5. Obtain the basis of bearings for the Final Map from ROS 11252 and install street survey monumentation (SDRSD M-10) in accordance with San Diego Regional Standards and County mapping standards. All other monumentation shall be in accordance with the Santee Municipal Code and shall be to the satisfaction of the Director of Development Services.
6. The Final Map shall be submitted to the Department of Development Services Engineering Division. The first and last submittal of the map shall be made by appointment only with the City project engineer administering the map review. Submittal requirements are listed below. Incomplete submittals will not be accepted for plan check.

Please include the following with the first submittal:

- a. Two sets of prints bound and stapled.
- b. Two copies of a current preliminary title report (dated within six months of submittal date).
- c. Two copies of all documents listed in the preliminary title report.
- d. Two copies of all reference maps used to prepare the final map.
- e. Two copies of closure calculations for the map.

RESOLUTION NO.

- f. One copy of the Resolution of Approval approving the project.
- g. Map check fees in the amount of \$3,000.00.

Please include the following with the last submittal (signature submittal):

- a. Previous submittal check prints.
 - b. Two sets of prints bound and stapled.
 - c. Two copies of the map in AutoCAD format on separate disk, CD or DVD for incorporation into the City GIS data base.
 - d. Mylars of the map with all required signatures and notaries obtained including Padre Dam Municipal Water District if they are to sign the map.
 - e. Copies of certified return receipts for all signature omission letters.
 - f. Subdivision Map Guarantee.
7. Starting with the first plan check submittal, all plan sets including the final map shall be submitted concurrently to Padre Dam Municipal Water District for review and approval. The City does not coordinate the review process with Padre Dam; this is the responsibility of the design engineer and the landscape architect. Failure to properly coordinate this review may result in delay of issuance of permits required for construction. It is incumbent upon the applicant to oversee the plan submittals of their design consultants.
8. Full, legal access to the site from Carribbean Way, to City standards, shall be obtained independently by the applicant. Prior to acceptance of either the grading or improvement plans, acquisition of right-of-way and quit claim of encumbrances within the future right-of-way of Carribbean Way, or portions thereof to be dedicated as public right-of-way, shall be conveyed, granted, extinguished or otherwise addressed to the satisfaction of the Director of Development Services. If the applicant is unable to acquire access from Carribbean Way, the applicant may redesign the project utilizing the existing access easement to Rancho Fanita Drive as long as the access meets City standards. The revised unit layout will be prepared to the satisfaction of the Director of Development Services as an amended Tentative Map and Minor Revision to the companion Development Review Permit. In this event, the dedication and improvements to Carribbean Way will be revised to reflect a revised unit layout.
9. The applicant shall modify Note No. 5 of the Tentative Map to remove reference to Legislative Policy Memorandum 91-1 to solely state: "1' STRIP OF PROPERTY (APN 383-260-83) TO BE ACQUIRED AND INCLUDED INTO THIS PROJECT."
10. The applicant shall prepare a legal description defining the limits of the off-site portion of Irrevocable Offer of Dedication that is subject to improvement and will be ready for acceptance upon project completion. It is anticipate that the limits will include the entire 30' wide area beginning at the existing right-of-way at Mission Gorge Road, extending towards the southeast corner of the project side.

RESOLUTION NO.

11. Street Improvement Plans shall be submitted to the Department of Development Services Engineering Division and be completed and accepted prior to issuance of a building permit. Prior to the start of construction of any improvements, public or private, within the limits of the public right-of-way, the applicant shall have plans accepted, agreements executed, securities posted and an Encroachment Permit issued. All improvements shall be installed in accordance with City standards and at the applicant's cost unless otherwise indicated. The following improvements are conditioned as part of this development:
- a. Construct Carribbean Way to local street standards (36' curb to curb/56' right-of-way). Show curb, gutter, sidewalks, street lighting, fire hydrants and pedestrian ramps at curbs. Construct Carribbean Way such that the centerline is located 28 feet east of the project proposed right-of-way line.
 - b. Repair or replace failed or inadequate pavement to the centerline of the street and/or failed sidewalks on Carribbean Way to the satisfaction of the Director of Development Services.
 - c. The applicant shall provide additional asphalt concrete pavement as necessary to establish a centerline crown that is located 18' east of the proposed curb face. Additional paving the half width of Carribbean Way along the property frontage and possibly beyond the proposed centerline may be required as necessary to establish the roadway crown with a cross slope not to exceed 2%.
 - d. Construct a driveway entrance, a minimum of 30 feet wide, on Carribbean Way per San Diego Regional Standard Drawing G-17, modified to the satisfaction of the Director of Development Services.
 - e. Install street signage and striping along the property frontage prohibiting parking along Carribbean Way.
 - f. Relocation, abandonment and/or underground of existing utilities both on-site and within the future public right-of-way shall be completed by the applicant at the applicant's expense in accordance with Section 16.28.030 C.7 of the Municipal Code.
 - g. Construct drainage improvements in Mission Gorge Road and Carribbean Way as necessary to accommodate the site runoff, including runoff of future development based on zoning of the upstream tributary area. The drainage study required herein shall demonstrate if the need to upsize existing downstream facilities, and/or installation of inlets along Carribbean Way based on ultimate buildout will be required. At a minimum, this shall include appropriately sized reinforced concrete pipe of all portions of the drainage system located in existing or future public right-of-way. Drainage structures shall be installed in accordance with the City of Santee Public Works Standards.

RESOLUTION NO.

- h. The applicant shall adjust the existing off-site storm drain outfall located south of the project boundary in such a way that the runoff is conveyed via a hardened conveyance to the future curb and gutter.
- i. The tentative design proposes connection to a future drainage system to be installed by others located on the adjacent parcel to the north (TM 2015-06). Prior to issuance of a building permit for any unit, the permanent drainage connection shall be completed to the satisfaction of the Director of Development Services. The drainage connection shall include an adequately sized underground storm drainage system connecting to the public drainage system within the public right-of-way and include a suitable outfall. In the event that the above mentioned future system of the adjacent parcel (TM 2015-6) has not been installed to the satisfaction of the Director of Development Services at the time of building permit issuance for any unit, the developer will be required to provide an alternate design to accommodate runoff to the satisfaction of the Director of Development Services.
- j. The drainage from all proposed on-site basins shall be conveyed via an underground piped drainage system where infiltration is deemed impractical. Said system may only directly discharge onto the public right-of-way in a 100-year, rain event scenario via a modified reverse sidewalk underdrain (SDRSD D-25). All piping within the right-of-way shall be perpendicular to the proposed curb face unless otherwise approved by City staff.
- k. Construct a transition to the existing pavement on Carribean Way at the property's northern and southern boundaries. The pavement width at the transition shall provide minimum asphalt concrete paved travel width no less than 22 feet clear, excluding areas of existing or proposed for parking and/or temporary berms and transitions. Transition length, striping, signage, and layout shall be to the satisfaction of the Director of Development Services. Additional grading, and/or installation of base materials and asphalt concrete may be required beyond the project frontage to provide adequate transitions to existing roadway surfaces to the south and east of the project side.
- l. Construct a dedicated sewer connection sized appropriately for the annual backwashing of black water from any proposed private fire suppression systems, including onsite private fire hydrants. The installation of the fire sprinkler system shall include attachment to the on-site sewer system to provide compliance with all appropriate regulatory storm water provisions during system maintenance in accordance with NFPA 25 as amended by CCR title 19.
- m. The aforementioned improvements shall meet the elevation and alignment of the future public improvements to be installed by the adjacent northern subdivision (TM 2015-06). Should this development occur prior to future

RESOLUTION NO.

improvements are installed, adequate transitions shall be designed and installed to the satisfaction of the Director of Development Services.

- n. Street improvement plans shall be one hundred percent (**100%**) complete at the time of plan submittal, be prepared in accordance with City guidelines and the requirements set forth herein, and be ready for acceptance by the City. Partial or incomplete submittals will not be accepted for plan check. At the time of plan check submittal the applicant shall schedule an appointment with their designated City project engineer and the applicant's design engineer to review the plan submittal for completeness. The following shall be included as part of the improvement plan submittal package:

- 1) Six sets of plans bound and stapled.
- 2) Plan check fees.
- 3) Preliminary cost estimate for the improvements.
- 4) One copy of the resolution of Approval approving the project.

Plan check and inspection fees shall be paid in accordance with the City Fee Schedule.

12. Rough Grading Plans may be submitted to the Department of Development Services Engineering Division and accepted prior to map recordation. The following conditions shall apply to acceptance of the Grading Plans and issuance of a Grading Permit:

- a. Project landscape and irrigation plans for all slope planting on all slopes over three feet in height shall be included in the grading plan set and shall be prepared at the same scale as the grading plans 1" = 20'. Design shall include a temporary high line for irrigation to permit slope planting to occur immediately following grading until such time as individual meters are installed to permit connection of the irrigation to the homeowner's meter.
- b. The grading plans shall be prepared at a scale of 1" = 20'. Plans shall include a note that requires immediate planting of all slopes within sixty days following installation of water mains to serve the project. Slope planting shall be fully established prior to occupancy of any unit.
- c. Project improvement plans shall be completed to the satisfaction of the Director of Development Services and ready for approval prior to issuance of a grading permit. Plans shall be prepared at a scale of 1" = 20'.
- d. Project plot plans shall be completed and approved prior to issuance of any building permits or start of construction of the street improvements.
- e. Grading plans shall include preliminary recommendations for all pavement design sections within the project limits. The pavement structural section for interior streets and Carribean Way shall be designed based on the "R" value

RESOLUTION NO.

method using a minimum traffic index of 5.0. Structural sections shall consist of asphalt concrete over approved aggregate base material. Minimum concrete section shall be 5 1/2 inches PCC over compacted, non-expansive soil. Mix design shall be a minimum class 520-C-2500. R-value test data and design calculations shall be submitted for approval to the Department of Development Services Engineering Division a minimum of seven days prior to placement of paving. The pavement design report shall conform to City of Santee Form 435 – PAVEMENT DESIGN AND R-VALUE TEST SUBMITTAL PROCEDURES.

- f. All recommended measures identified in the approved geotechnical and soil investigation shall be incorporated into the project design and construction.
- g. Obtain a grading permit and complete rough grading in accordance with City standards prior to the issuance of any building permits.
- h. Excess soil generated from grading operations shall be hauled to a legal dumping site as approved by the Director of Development Services.
- i. The applicant shall provide an acceptable drainage conveyance along the westerly and southerly boundaries. This may require the installation of additional concrete brow ditches along said property lines. Also grading and/or retaining walls may need to be added to support said brow ditches given the change in elevation. Access for maintenance of these drainage conveyances shall be provided to the satisfaction of the Director of Development Services.
- j. Grading plans shall be one hundred percent complete at the time of plan check submittal, be prepared in accordance with City guidelines and be ready for acceptance by the City. At the time of plan submittal, the applicant shall schedule an appointment with their designated City project engineer and the applicant's design engineer to review the plan submittal for completeness. The following shall be included as part of the grading plan submittal package:
 - 1) Six sets of plans bound and stapled (grading and landscape).
 - 2) Plan check fees.
 - 3) A completed grading permit application.
 - 4) A cost estimate for the cost of construction.
 - 5) Three copies of the Drainage Analysis specified here within.
 - 6) Three copies of the Geotechnical Study specified here within.
 - 7) Three copies of the Storm Water Quality Management Plan (SWQMP) specified here within.
 - 8) Two copies of the Storm Water Pollution Prevention Plan (SWPPP) specified here within.

All grading shall be completed to the satisfaction of the Director of Development Services. Plan check and inspection fees shall be paid in accordance with the City Fee Schedule.

RESOLUTION NO.

13. The applicant shall notify all contractors, subcontractors and material suppliers that the following work schedule restrictions apply to this project:
- a. No site work, building construction, or related activities, including equipment mobilization will be permitted to start on the project prior to 7:00 am and all work for the day shall be completed by 7:00 pm.
 - b. No work is permitted on Sundays or City Holidays.
 - c. No deliveries, including equipment drop off and pick-up, shall be made to the project except between the hours of 8:00 am and 6:00 pm, Monday through Saturday, excluding City Holidays. Deliveries of emergency supplies or equipment necessary to secure the site or protect the public are excluded.
 - d. If the applicant fails or is unable to enforce compliance with their contractors, subcontractors and material suppliers regarding the specified work hours, a reduction of permissible work hours may be imposed by the Director of Development Services.

In addition to the above the applicant shall erect one or more signs stating the work hour restrictions. Signs shall be installed as may be required, in the vicinity of the project construction trailer if a job site trailer is used, or at such other locations as may be deemed appropriate by the Department of Development Services. The sign shall be a minimum of 24" x 36" and shall be weather proofed. The sign content shall be provided by the Department of Development Services.

14. Trench work when required within City streets shall be completed within two weeks of the initial start date, including placement of the final trench patch. Trench plates or temporary pavement placement shall be installed at the end of each workday. Advance warning signs on lighted barricades notifying the public of trench plates and or uneven pavement shall be placed and maintained until permanent pavement repairs are made. The maximum length of time including weekends and holidays that trench plates may remain on the street is 72 hours after which temporary or permanent asphalt paving shall be placed.
15. Vehicle access on Mission Gorge Road shall be maintained at all times and all work shall be done at night unless otherwise approved by the City Engineer. When day work is permitted, work hours shall be from 8:30 am to 3:30 pm, including set up and break down of traffic control. No day work will be permitted during the holiday season between November 15th and January 5th.
16. Applicant consents to annexation of the property under development to the Santee Roadway Lighting District and agrees to waive any public notice and hearing of the transfer. Applicant shall pay the necessary annexation costs and upon installation of any streetlights required for the development, pay the necessary street light energizing and temporary operating costs.

RESOLUTION NO.

17. A grading permit to allow early subdivision grading in accordance with Section 15.58.170 of the Grading Ordinance may be obtained following approval of the tentative map.
18. Provide three copies of a drainage study prepared by a registered Civil Engineer, with demonstrated expertise in drainage analysis and experience in fluvial geomorphology and water resources management. Storm drainage shall be designed to adequately convey storm water runoff without damage or flooding of surrounding properties or degradation of water quality.
 - a. The drainage study shall identify and calculate storm water runoff quantities expected from the site and upstream of the site and verify the adequacy of all on-site or off-site facilities necessary to discharge this runoff. The drainage system design shall be capable of collecting and conveying all surface water originating within the site, and surface water that may flow onto the site from upstream lands, and shall be in accordance with the latest adopted Master Drainage Plan, the requirements of the City of Santee Public Works Standards, including analysis of the 10-year and 100-year frequency storms, and be based on full development of upstream areas.
 - b. The drainage study shall compute rainfall runoff characteristics from the project area including, at a minimum, peak flow rate, flow velocity, runoff volume, time of concentration, and retention volume. These characteristics shall be developed for the 2-year, 10-year and 100-year frequency six-hour storm during critical hydrologic conditions for soil and vegetative cover. Storm events shall be developed using isopluvial maps and in accordance with the San Diego County Hydrology Manual.
 - c. The drainage study shall demonstrate the runoff resulting from a (ten) 10-year frequency six-hour storm along Carribean Way. This shall be based upon ultimate buildout of the entire upstream tributary area, per current zoning for all lots. The intent of this study is to determine the necessity of an inlet on Carribean Way as to prevent obstructing one or more travel lanes along Mission Gorge Road in accordance with the City of Santee Public Works Standards.
 - d. The existing downstream drainage facilities are to be analyzed for a (hundred) 100-year frequency six-hour storm based upon ultimate buildout of the entire upstream tributary area, per current zoning for all lots. The intent of this study is to determine if the existing will result in drainage problems and/or flooding or street overflow will cause serious damage in accordance with the City of Santee Public Works Standards.
19. Provide three copies of a Storm Water Quality Management Plan (SWQMP) as required by the City of Santee Storm Water Management and Discharge Control Ordinance and in accordance with the City of Santee BMP Design Manual (current version at the time of Grading Permit issuance). All requirements

RESOLUTION NO.

developed in the approved SWQMP shall be incorporated into the project design. The SWQMP shall include the following:

- a. Develop and implement appropriate Best Management Practices (BMPs) to ensure to the maximum extent practicable (MEP) that the project does not increase pollutant loads from the site. A combination of respective storm water BMPs, including Site Design, Source Control, and Structural Treatment Control shall be implemented in accordance with the approved SWQMP.
- b. The project design shall incorporate Low Impact Development (LID) and site design BMPs to minimize directly connected impervious areas and to promote infiltration using LID techniques as outlined in the County of San Diego's LID handbook. Parking areas shall be designed to drain to landscape areas. Private roads shall be designed to drain to vegetated swales or landscaped areas.
- c. Provide a copy of an Operation & Maintenance (O&M) plan in accordance with the City of Santee SUSMP.
- d. A Storm Water Facilities Maintenance Agreement accepting responsibility for all structural BMP maintenance, repair and replacement as outlined in said O&M plan binding on the land throughout the life of the project will be required prior to issuance of building permit.
- e. The SWQMP shall address the additional impervious pavement created from the widening of Carribean Way and install adequately sized facilities to address water quality from the required street widening. This shall include the entire area along the property frontage east and outside of the limits of Drainage Management Area 1 (DMA 1) that create impermeable surfaces.
- f. Provide a narrative in the source control section regarding the types of material to be stored outdoors and how materials shall be covered and/or protected from the outside elements and be stored above the finished grade to prevent contact with the storm water runoff.
- g. The site shall comply with full trash capture requirements by fitting all storm drain inlets with a grate/screen or trash rack, and retrofitting any adjacent storm drain inlet structures to which the site discharges with trash capture devices. Said devices must be designed to capture debris of 5 mm or greater, while preventing flooding potential. In addition, all inlets must be labeled with concrete stamp or equivalent - stating, "No Dumping - Drains to River".
- h. Down spouts and HVAC systems are not permitted to be connected to the storm drain conveyance system. All non-storm water discharges must either drain to landscaped areas, or be plumbed to the sewer. Construct a dedicated sewer connection for the annual backwashing of black water from any proposed private fire suppression systems.

RESOLUTION NO.

- i. Dog waste stations shall be incorporated through the property and include signage to pick up and properly dispose of pet waster, pet waste bags, and a trash receptacle.
20. Provide proof of coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit, 2009-0009-DWQ) prior to start of construction. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation.
- a. Provide two copies of a Construction Storm Water Pollution Prevention Plan (SWPPP) as required by the Construction General Permit. The Construction SWPPP should contain a site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The Construction SWPPP must list Best Management Practices (BMPs) the applicant will use to protect storm water runoff and the placement of those BMPs. Section XIV of the Construction General Permit describes the SWPPP requirements.
21. Provide three copies of geotechnical study prepared in accordance with the requirements of the Santee General Plan. All recommended measures identified in the approved study shall be incorporated into the project design. Copies of the Geotechnical/Seismic Hazard Study for the Safety Element of the Santee General Plan which details, in Table A-1, study criteria necessary to conform to the General Plan requirements, can be purchased from the Department of Development Services Engineering Division.
- a. The geotechnical report shall analyze any proposed infiltration techniques (trenches, basins, dry wells, permeable pavements with underground reservoir for infiltration) for any potential adverse geotechnical concerns. Geotechnical conditions such as: slope stability, expansive soils, compressible soils, seepage, groundwater depth, and loss of foundation or pavement subgrade strength should be addressed, and mitigation measures provided.
22. The applicant shall make the following conveyances on the final map:
- a. Dedicate to the City of Santee a 26-foot wide fire and emergency vehicular access easement over all driveways and private streets.
 - b. Relinquish vehicular rights of access to Carribbean Way along the property fronting said roadways, excluding the proposed driveway locations.
 - c. Dedicate right-of-way along Carribbean Way adjacent to the site such that the ultimate right-of-way width to centerline is 28 feet. Dedication shall include 10 feet of right-of-way, located west of the existing site easterly property line, plus the acquisition and dedication of the existing one-foot strip of land (APN

RESOLUTION NO.

383-260-83) located east of the project site for a total dedication of 11 feet of additional right-of-way. Areas outside of the project frontage shall be dedicated as an irrevocable offer of dedication subject to acceptance upon improvement.

- d. Quit-claim the off-site existing 20' wide easement and right-of-way for road purposes located west of the project side, if this is no longer needed for access and is not intended for improvement as a part of this project.
 - e. Remove the encumbrance of the on-site existing 20' wide private right-of-way for road and incidental purposes to private party located along the eastern boundary.
 - f. Grant to Padre Dam Municipal Water District any required water, sewer, or access easements.
23. Applicant shall place all new utilities required to serve the project underground. No overhead facilities or extension of overhead facilities is permitted.

In addition, the applicant shall underground any existing overhead facilities on-site and underground any overhead facilities adjacent to the project to the satisfaction of the Director of Development Services. Adjacent facilities are defined as existing overhead facilities in the abutting half street and may include extension of the undergrounding to either side of the project to the nearest existing utility pole.

24. Provide certification to the Director of Development Services that sewer and water can be provided to the site and that financial arrangements have been made to provide said services. If private sewer or water mains are allowed to serve the project, then a building permit for these facilities will be required and a homeowner's association shall maintain them. In the event of private water and sewer systems are chosen, a notice and agreement for the maintenance of private water and sewer facilities shall be recorded against the property and address the following:
- a. A plat and legal description of the limits of private water and sewer facilities maintenance responsibility.
 - b. Maintenance costs and Standards.
 - c. City indemnification and Liability insurance.
 - d. Covenant running with the land.
 - e. Termination.
 - f. Amendment.
 - g. Definitions.

The form and content of the above-mentioned notice and agreement shall be to the satisfaction of the City Attorney. Preparation of said notice and agreement, including the expense of staff and legal review, shall be the responsibility of the applicant.

RESOLUTION NO.

25. The applicant shall comply with all applicable sections of the Municipal Code, Land Development Manual and Public Works Standards of the City of Santee.

Section 4: The terms and conditions of the Tentative Map approval shall be binding upon the permittee and all persons, firms and corporations having an interest in the property subject to this Tentative Map and the heirs, executors, administrators, successors and assigns of each of them, including municipal corporations, public agencies and districts.

Section 5: The approval of the Tentative Map TM2105-3 expires on September 28, 2019 at 5:00 p.m. The Final Map conforming to this conditionally approved Tentative Map TM2015-3 shall be filed with the City Council in time so that City Council may approve the Final Map before this approval expires unless a time extension for obtaining such approval of the Final Map is approved as provided by the Santee Subdivision Ordinance. The City Council expressly grants to the Director of Development Services the authority to extend the expiration date of this approval pursuant to the California Subdivision Map Act and Section 17.04.090.B of the Santee Municipal Code, when a request for an extension is filed 60 days prior to the original expiration date.

Section 6: Pursuant to Government Code Section 66020, the 90 day approval period in which the applicant may protest the imposition of any fees, dedications, reservations, or exactions imposed pursuant to this approval, shall begin on September 28, 2016.

Section 7: The applicant shall defend (with counsel of City's choice, subject to reasonable approval by the applicant) the City of Santee and its officers, employees and agents from any claim, action, or proceeding against the City and/or its officers, employees or agents to attack, or set aside, void, or annul the approval of the City of Santee concerning this Resolution or any action relating to or arising out of its approval, and further agrees to indemnify and hold harmless from all costs and expenses (including attorney's fees) associated with any such defense.

ADOPTED by the City Council of Santee, California, at a Regular Meeting held this 28th day of September 2016 by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

RESOLUTION NO.

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

Attachment: Exhibit A

RESOLUTION NO.

EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

APN: 383-260-41:

PARCEL A:

THAT PORTION OF THE NORTH 100 FEET OF THE SOUTH 600 FEET OF LOT 1, BLOCK "E", FANITA RANCHO, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO REVISED MAP OF A PORTION OF FANITA RANCHO NO. 688, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, OCTOBER 22, 1891; LYING WEST OF THE WEST LINE OF THE EAST ONE FOOT THEREOF. EXCEPTING THEREFROM THE WEST 200 FEET THEREOF.

APN: 383-260-40:

PARCEL B:

THE SOUTH 100 FEET OF THAT PORTION OF THE NORTH 200 FEET OF THE SOUTH 600 FEET OF LOT 1, IN BLOCK "E" OF FANITA RANCHO, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE REVISED MAP OF A PART OF FANITA RANCHO NO. 688, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, OCTOBER 22, 1891, LYING WEST OF THE WEST LINE OF THE EAST 1 FOOT THEREOF. EXCEPTING THEREFROM THE WEST 200 FEET THEREOF.

PARCEL C:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD PURPOSES OVER THE NORTH 20 FEET OF THE SOUTH 600 FEET OF THE WEST 200 FEET OF LOT 1, IN BLOCK "E" OF FANITA RANCHO, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE REVISED MAP OF A PART OF FANITA RANCHO NO. 688, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1891.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
APPROVING DEVELOPMENT REVIEW PERMIT (DR2015-6) FOR A 10-UNIT
RESIDENTIAL CONDOMINIUM SUBDIVISION AT 8646 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: INFILL DEVELOPMENT COMPANY
APN: 383-260-40 & 383-260-41
(RELATED PROJECT NUMBER TM2015-3)**

WHEREAS, on August 30, 2016 Infill Development Company submitted a complete application for Development Review Permit DR2015-6 to construct 10 detached residential dwelling units concurrent with Tentative Map TM2015-3 for the subdivision of 1.08 gross acres into 10 residential lots and four common lots, located in the R-7 (Medium Density Residential) Zone, as legally described in Exhibit A; and

WHEREAS, the proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15332, Class 32 of the CEQA Guidelines pertaining to infill developments; and

WHEREAS, the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; and

WHEREAS, the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; and

WHEREAS, the project site was previously developed and has no value as habitat for endangered, rare or threatened species; and

WHEREAS, approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and

WHEREAS, the site can be adequately served by all required utilities and public services; and

WHEREAS, the development site is located outside Airport Influence Area 1 of Gillespie Field and does not require review by the San Diego Airport Land Use Commission; and

WHEREAS, the Director of Development Services scheduled Development Review Permit DR2015-6 and Tentative Map TM2015-3 for a public hearing on September 28, 2016; and

WHEREAS, on September 28, 2016 the City Council held a duly advertised public hearing on Development Review Permit DR2015-6 and Tentative Map TM2015-3; and

RESOLUTION NO. _____

WHEREAS, the City Council considered the Staff Report, all recommendations by staff, public testimony, and all other relevant information contained in the administrative record regarding the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santee, California, after considering the evidence presented at the public hearing, as follows:

SECTION 1: Development Review Permit DR2015-6 is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 of State CEQA Guidelines.

SECTION 2: The findings in accordance with Chapter 17.10 "Residential Districts" of the Santee Municipal Code for a Development Review Permit (Section 17.08.080) are made as follows:

- A. That the proposed project, as conditioned, meets the purpose and design criteria prescribed in the Zoning Ordinance and the Municipal Code because all development standards are met, including density, lot size and dimensions, landscaping, lot coverage, guest parking, and building setbacks, the project design is consistent with the requirements of the Fire Code, and all proposed private improvements will meet the public works standards of the City. The project proposes 9.3 units per acre which is within the allowed density range of 7 to 14 dwelling units per acre within the R-7 zone. The proposed development is compatible with the existing multiple-family residential developments in the area and is compatible with the Development Review criteria contained in section 17.08.070 of the Municipal Code. The proposed units would be consistent with the maximum height allowed in the R-7 zone, which is 35 feet or two stories. A total of 43 off-street parking spaces are provided, which exceeds the required number of off-street parking spaces for the development. Private open space and common open space are provided as required.

- B. That the proposed development is compatible with the Santee General Plan in that detached residential units are permitted within the R-7 Medium Density Residential land use designation and R-7 Medium Density Residential zoning classification of the subject site and public services and facilities will be available to serve the development. The project is also consistent with the Objective 5.0 of the Housing Element which encourages a wide range of housing by location, type of unit, and price.

SECTION 3: The Development Review Permit DR2015-6 consisting of a 14-lot condominium subdivision with 10 detached dwelling units located at 8546 Carribean Way is hereby approved subject to the following conditions:

- A. The applicant shall obtain approval of Tentative Map TM2015-3.

- B. Prior to Building Permit Issuance:
 - 1. The submitted building plans shall be in substantial conformance with the

RESOLUTION NO. _____

approvals and conditions of approval for Tentative Map 2015-3 and Development Review Permit DR2015-6, and as depicted in plans dated September 9, 2016.

2. Minor and Major Revisions to the Development Review Permit, such as changes to the building elevations, site design, and landscape design, shall be approved by the Director of Development Services, unless, in the Director's judgement, a Major Revision should be reviewed by City Council.
3. Privacy fencing or walls facing Carribean Way shall consist of enhanced concrete masonry units, such as split-face block or slumpstone. Said walls shall be of an earth-tone color and be articulated with pilasters, capstones, projecting courses or similar architectural features. The final design of the walls shall be approved by the Director of Development Services prior to construction.
4. Interior privacy fencing shall be of a durable vinyl material or consist of enhanced concrete masonry units. Approval of said fencing shall be obtained from the Director of Development Services prior to installation/construction.
5. The garage for each dwelling unit shall be a minimum 20 feet by 20 feet unobstructed in accordance with Section 17.24.030(B)(1)(d) SMC.
6. Each dwelling unit shall be equipped with rain barrels to capture rainwater from the roof that can be used for landscape irrigation.
7. Each dwelling unit shall be equipped with conduit to support the future installation of a photo-voltaic system.
8. The garage for each dwelling unit shall be equipped with a dedicated 40A circuit and receptacle to support a future, plug-in, AC Level 2 electric vehicle charging station.
9. Each detached condominium unit shall be designed with equal attention to all four elevations. Each elevation shall provide relief from large flat areas and provide a variety of textures, materials, and depth.
10. The applicant shall comply with all applicable requirements of the Municipal Code, Land Development Manual, and Public Works Standards of the City of Santee.
11. The applicant shall submit for approval of the Director of Development Services all materials, notices, wordings, etc. for the purposes of public disclosure to homeowners of any and all present or anticipated future assessment districts.
12. Provide a Construction and Demolition debris deposit as required by Chapter 13.38 Santee Municipal Code.

RESOLUTION NO. _____

13. Submit a final landscape plan for the site prepared in accordance with new State guidelines and the City of Santee Water Efficient Landscape Ordinance (Chapter 17.36 of the Santee Municipal Code).
14. A model home, model home complex, and/or construction office trailer are hereby approved subject to the issuance of a building permit and the requirements of Subsection 17.06.070(E)(2) and Subsection 17.06.070(E)(3) of the Santee Municipal Code.
15. All CC&R's shall be submitted to Department of Development Services for approval by the City Attorney and the Director of Development Services and recorded prior to occupancy of any unit to ensure consistency with City codes and applicable project permits and approved plans. A recorded copy shall be provided to Department of Development Services prior to the occupancy of the first residential unit. The provisions of the CC&R's shall include the following:
 - a. The permittee and all persons, firms or corporations, owning the property subject to this subdivision map, their heirs, administrators, executors, successors, and assigns shall operate, maintain and repair the landscape areas and onsite drainage improvements as shown on the Final Map, site plan, and landscape plan in accordance with the approved CC&Rs primarily for the benefit of the residents of the subject development and shall continue to operate, maintain and repair said areas until such time as the operation and maintenance of said areas is assured by some public agency, district, corporation or legal entity approved by the City Council.
 - b. The prohibition of garage usage for non-parking purposes.
 - c. The prohibition of on-street parking along Robinson Lane.
 - d. The requirement that each unit be provided with separate trash services, with individual recycling and waste collection receptacles, and that said receptacles be maintained within garages at all times excepting collection days.
16. To ensure maintenance of public interest facilities the applicant shall be required to create a Homeowners Association to provide for the maintenance of these facilities.
17. Applicant shall obtain final map approval and record the final map. Once recorded, the applicant shall within thirty days of recordation, provide one mylar copy of the recorded map to the Department of Development Services Engineering Division together with three printed copies of the map for the City's permanent record. The prints and mylar shall be in accordance with City standards.
18. Plot Plans shall be submitted to the Department of Development Services Engineering Division and be completed and accepted prior to issuance of a building permit for any unit.

RESOLUTION NO. _____

- a. The plot plans shall include detailed landscape and irrigation information for the proposed bio-retention facilities. The proposed basin design includes the use of an impermeable liner. As such, the proposed planting in and around the basins shall be specified accordingly.
 - b. A minimum paved width of 26 feet is required for all private streets and driveways. Hammerhead turn around may be provided with details subject to the approval of the Fire Department. The minimum paved width of 26 feet shall maintain an unobstructed vertical clearance from all and any encroachments including, but not limited to, parking spaces, decks, overhangs, lighting, abutments, etc.
 - c. New utility structures serving the property shall be located interior to the project off public streets, screened from view, and conform to the City of Santee Design Guidelines & Surface Utility Maintenance Manual.
 - d. Plot plans shall be one hundred percent complete at the time of plan check submittal, be prepared in accordance with City guidelines and be ready for acceptance by the City. At the time of plan submittal, the applicant shall schedule an appointment with their designated City project engineer and the applicant's design engineer to review the plan submittal for completeness. The following shall be included as part of the grading plan submittal package:
 - 1. Six sets of plans bound and stapled.
 - 2. Plan check fees.
 - 3. A cost estimate for the cost of construction.
19. Following issuance of a grading permit the applicant shall complete rough grading in accordance with the approved grading plans and the recommendations of the project's geotechnical engineer. Following completion of the rough grading and prior to issuance of any building permits, provide three originals of a rough grading report, which shall include a compaction report prepared by the geotechnical engineer, and a certification by the project civil engineer that all property corners, slopes, retaining walls, drainage devices and building pads are in conformance with the approved grading plans.
20. The applicant shall pay all development impact fees in effect at the time of issuance of building permits. At present, the fees are estimated to be as follows:
- | | | | |
|-------------------------|-----------|----|-----------------|
| a. Drainage | \$ 17,109 | or | \$ 1,901 / unit |
| b. Traffic | \$ 19,701 | or | \$ 2,189 / unit |
| c. Traffic Signal . . . | \$ 2,034 | or | \$ 226 / unit |
| d. Park-in-Lieu | \$ 61,479 | or | \$ 6,831 / unit |
| e. Public Facilities. | \$ 50,508 | or | \$ 5,612 / unit |
| f. RTCIP Fee | \$ 21,213 | or | \$ 2,357 / unit |

RESOLUTION NO. _____

Development Impact Fee amounts shall be calculated in accordance with current fee ordinances in effect at issuance of building permit. Fees shall be adjusted on an annual basis in accordance with the Municipal Code.

21. Provide a minimum 26' wide, clear area (no parking), all-weather, paved (or other approved surface) emergency access roadway for the site prior to the delivery of combustible construction materials. All underground utilities including fire mains, fire hydrants and fire service underground devices shall be installed and approved prior to the delivery of combustible materials. An emergency access plan for the site shall be submitted for approval prior to construction.
22. Provide a minimum 26' wide, paved "fire lane" access roadway throughout Robinson Lane. The proposed 20' hammerhead turnaround at the end of Robinson Lane is acceptable as long as all curbs and/or asphalt throughout the entire project are painted red and identified as "NO PARKING – FIRE LANE". The fire lane width shall be measured curb to curb (or edge of pavement to edge of pavement) and shall extend vertically from grade to the highest point of any structures or obstacles constructed adjacent to the fire lane. No building elements, balconies, drains, projections, or any other object shall encroach into this clear space. The fire lane(s) shall be identified by painting curbs red with white-stenciled letters indicating "NO PARKING – FIRE LANE" every 30 feet along all portions of the fire lane. Street parking on Robinson Lane or the turnaround shall be strictly prohibited.
23. Minimum inside fire apparatus turning radius is 28' and minimum outside turning radius is 40'.
24. Address numbers shall be placed near the front door of each unit visible from the street or private drive. Numbers shall be block style, 4" in height minimum, black in color (or other approved color), in contrast with their background.
25. Each home is required to be constructed with an approved automatic fire sprinkler system installed by a licensed fire sprinkler contractor. Separate plans are required to be submitted to the Fire Department for approval prior to installation. Contact the Fire Department for specific requirements for the automatic fire sprinkler system.
26. After the overhead portion of the automatic fire sprinkler system has been installed, a hydrostatic test of the system shall be conducted at 200 PSI for two hours. Contact the Santee Fire department to schedule an inspection of this test.
27. One on site fire hydrant is required for your project. This hydrant shall have two, 2 1/2" ports and one, 4" port, with a minimum fire flow of 1000 gallons per minute for 1 hour. Hydrants shall be of all bronze construction, painted "fire hydrant yellow" and be installed per Padre Dam Water District requirements. Private hydrants and private fire mains shall be constructed to

RESOLUTION NO. _____

current Water Agency Standards (WAS). Exact location of required hydrants is to be determined by the Fire Department prior to installation. All underground utilities including fire mains, fire hydrants and fire service underground devices shall be installed and approved prior to the delivery of construction materials.

C. Prior to obtaining occupancy the following actions shall be taken:

1. Prior to occupancy of the first dwelling unit, the applicant shall submit a copy of the recorded CC&Rs pursuant to the conditions imposed for Tentative Map TM2015-3 and Development Review DR2015-6.
2. The applicant shall comply with all applicable sections of the Municipal Code, land Development Manual and Public Works Standards of the City of Santee.
3. At the time of request for transfer, the applicant consents to participate in an election process to ensure the timely annexation of the property to the District. The applicant, while majority property owner, shall vote affirmatively on the question of the property's annexation to the District and subsequent property assessment.
4. The applicant shall complete construction of all improvements shown on the approved plans to the satisfaction of the Director of Development Services.
5. The applicant shall plant all new trees in and within 10 feet of the public right-of-way with root control barriers.
6. The applicant shall obtain final clearance for occupancy by signature on the final inspection request form from the Building Division, Fire Department and the Planning and Engineering Divisions of the Department of Development Services.

D. The following conditions apply to the project approved under TM2015-3 and DR2015-6 and shall be memorialized by recording a "Notice of Restrictions" on the property. This notice shall be prepared to the satisfaction of the Director of Development Services:

1. The development's Covenants, Conditions, and Restrictions (CC&Rs) shall include, but are not limited to a discussion of the maintenance of the landscaping, lighting, common areas, private street, and storm water facilities.
2. The prohibition of parking along Robinson Lane.
3. The prohibition of garage usage for non-parking purposes.
4. All required landscaping shall be adequately watered and maintained in a healthy and thriving condition, free from weeds, trash, and debris.

RESOLUTION NO. _____

5. All groundcover installed by the developer pursuant to an approved landscape plan shall provide 100 percent coverage within 9 months of planting or additional landscaping, to be approved by the Director, shall be required in order to meet this standard.
6. All storm water best management practices (BMPs) outlined in the Storm Water Management Plan must be installed and operational to the satisfaction of the Director of Development Services. Failure to maintain a required BMP will subject property owners and/or the Homeowners Association to civil penalties.
7. All light fixtures shall be designed and adjusted to reflect light downward, away from any road or street, and away from any adjoining premises, and shall otherwise conform to the requirements of Title 17 of the Santee Municipal Code.

SECTION 4: The terms and conditions of this Development Review Permit DR2015-6 shall be binding upon the permittee and all persons, firms and corporations having an interest in the property subject to this Development Review Permit DR2015-6 and the heirs, executors, administrators, successors and assigns of each of them, including municipal corporations, public agencies and districts.

SECTION 5: This Development Review Permit DR2015-6 expires on September 28, 2019 at 5:00 p.m. unless prior to that date a Final Map has been recorded pursuant to Tentative Map TM2015-3, or unless a time extension for obtaining such approval of the Final Map is approved as provided by the Santee Subdivision Ordinance. The City Council expressly grants to the Director of Development Services the authority to extend the expiration date of this approval pursuant to the California Subdivision Map Act and Section 17.04.090.B of the Santee Municipal Code, when a request for an extension is filed 60 days prior to the original expiration date.

SECTION 6: Pursuant to Government Code Section 66020, the 90 day approval period in which the applicant may protest the imposition of any fees, dedications, reservations, or exaction imposed pursuant to this approval, shall begin on September 28, 2016.

SECTION 7: The applicant shall defend, indemnify, and hold harmless the City of Santee and its officers, employees and agents from any claim, action, or proceeding against the City and/or its officers, employees or agents to attack or set aside, void, or annul the approval of the City of Santee concerning this Resolution or any action relating to or arising out of its approval.

SECTION 8: The documents and materials that constitute the record of proceedings on which these findings have been based are located with the City Clerk at the City of Santee City Clerk's office at 10601 Magnolia Avenue, Building #3, Santee, CA 92071.

RESOLUTION NO. _____

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 28th day of September 2016, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

Attachment: Exhibit A

RESOLUTION NO. _____

EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

APN: 383-260-41:

PARCEL A:

THAT PORTION OF THE NORTH 100 FEET OF THE SOUTH 600 FEET OF LOT 1, BLOCK "E", FANITA RANCHO, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO REVISED MAP OF A PORTION OF FANITA RANCHO NO. 688, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, OCTOBER 22, 1891; LYING WEST OF THE WEST LINE OF THE EAST ONE FOOT THEREOF. EXCEPTING THEREFROM THE WEST 200 FEET THEREOF.

APN: 383-260-40:

PARCEL B:

THE SOUTH 100 FEET OF THAT PORTION OF THE NORTH 200 FEET OF THE SOUTH 600 FEET OF LOT 1, IN BLOCK "E" OF FANITA RANCHO, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE REVISED MAP OF A PART OF FANITA RANCHO NO. 688, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, OCTOBER 22, 1891, LYING WEST OF THE WEST LINE OF THE EAST 1 FOOT THEREOF. EXCEPTING THEREFROM THE WEST 200 FEET THEREOF.

PARCEL C:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD PURPOSES OVER THE NORTH 20 FEET OF THE SOUTH 600 FEET OF THE WEST 200 FEET OF LOT 1, IN BLOCK "E" OF FANITA RANCHO, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE REVISED MAP OF A PART OF FANITA RANCHO NO. 688, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1891.

TENTATIVE MAP AND PRELIMINARY GRADING PLAN FOR ROBINSON LANE

EASEMENT NOTES

- △ 20' WIDE EASEMENT AND RIGHT-OF-WAY FOR ROAD PURPOSES, PER REVISED MAP OF A PART OF FANITA RANCHO NO. 688, FILED ON OCTOBER 22, 1891. EASEMENT TO BE QUIT-CLAIMED TO OWNER OF UNDERLYING FEE TITLE.
- △ EXISTING 20' WIDE PRIVATE RIGHT-OF-WAY FOR ROAD AND INCIDENTAL PURPOSES TO PRIVATE PARTY RECORDED ON 12/11/1937 AS BOOK 715, PAGE 429, O.R. EASEMENT TO BE QUIT-CLAIMED SINCE CARRIBEAN WAY IS NOW AVAILABLE AS A PUBLIC ROAD.
- △ EXISTING 30' WIDE IRREVOCABLE OFFER TO DEDICATE CARRIBEAN WAY PER DOC. REC. 6/21/1982 AS FILE NO. 82-167422, O.R.
- △ PROPOSED 30' WIDE PUBLIC UTILITY, FIRE & EMERGENCY VEHICLE ACCESS EASEMENT.
- △ PROPOSED 36' WIDE PUBLIC UTILITY, FIRE & EMERGENCY VEHICLE ACCESS EASEMENT.

LEGAL DESCRIPTION

A PORTION OF LOT 1, BLOCK 'E' OF FANITA RANCHO, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 688, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1891.

ALSO INCLUDING AN EASEMENT AND RIGHT-OF-WAY FOR ROAD PURPOSES, OVER THE NORTH 20 FEET OF THE SOUTH 600 FEET OF THE WEST 200 FEET OF LOT 1 IN BLOCK 'E' OF FANITA RANCHO, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO REVISED MAP OF A PART OF SAID RANCHO NO. 688, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1891.

ASSESSOR'S PARCEL NUMBER

383-260-40, 41

DEVELOPMENT SUMMARY

1. GROSS PROJECT AREA: 1.08 AC
2. NET PROJECT AREA: 1.08 AC
3. NUMBER OF EXISTING LOTS: 2
4. NUMBER OF PROPOSED RESIDENTIAL LOTS: 10
5. EXISTING ZONING: R-7 MEDIUM DENSITY RESIDENTIAL
6. PROPOSED ZONING: R-7 MEDIUM DENSITY RESIDENTIAL
7. GENERAL PLAN LAND USE DESIGNATION: MED. DENS. RES.
8. EXISTING LAND USE: SINGLE-FAMILY RESIDENTIAL
9. PROPOSED LAND USE: MULTI-FAMILY RESIDENTIAL
10. SETBACKS:
 - FRONT 20 FEET
 - EXT. STREET SIDE YARD 5 FEET
 - INTERIOR SIDE YARD 5 FEET
 - REAR 10 FEET

EARTHWORK

1,500 C.Y. CUT
1,800 C.Y. FILL
0 C.Y. BALANCE

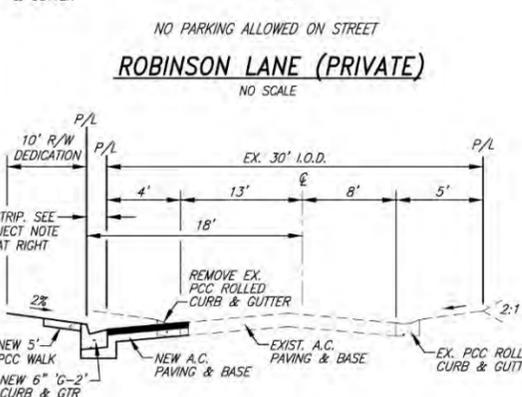
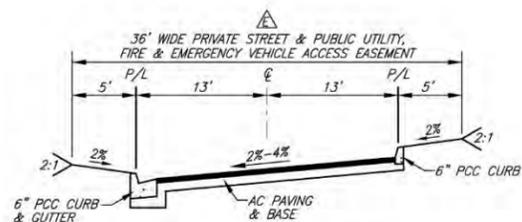
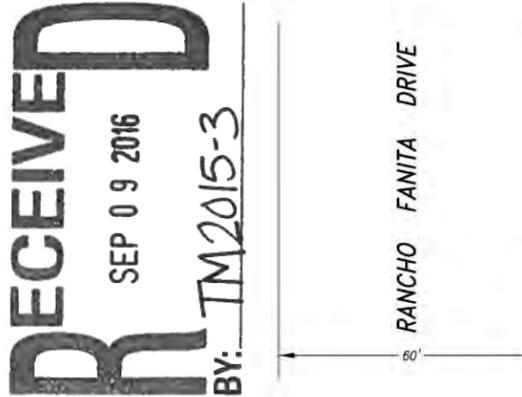
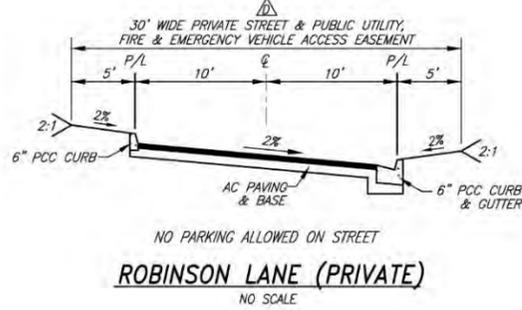
SEE RICK ENG. DRAINAGE STUDY SHOWING THE DRAINAGE SYSTEM FOR TM2015-06 ACCOMMODATES RUNOFF FROM TM2015-03.

PROJECT NOTES

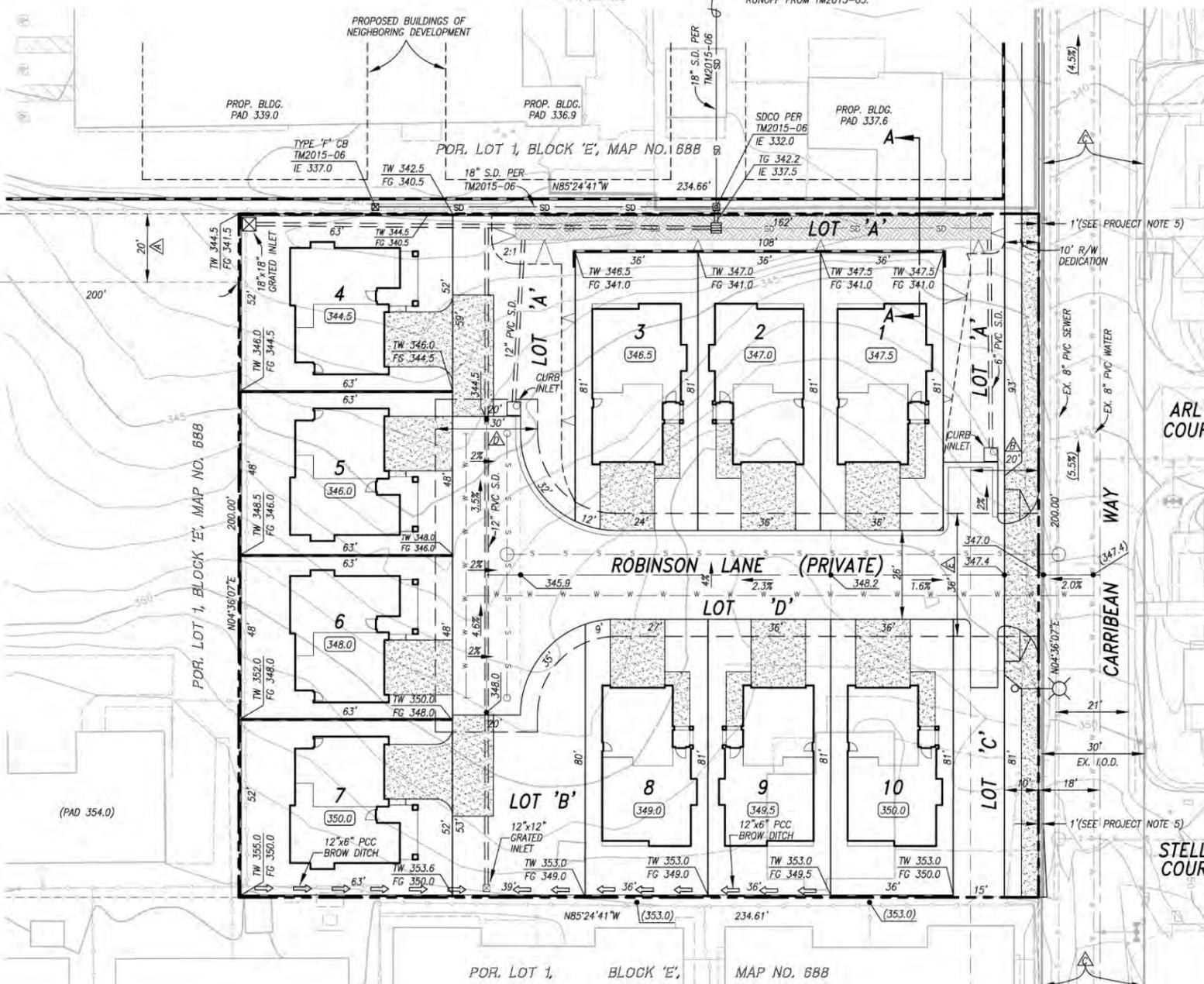
1. TOPOGRAPHY PER AERIAL SURVEY BY KAPPA SURVEYING FLOWN ON MARCH 24, 2015 (DATUM: NAD 83).
2. BUILDING PLAN TYPES AND LOCATIONS SHOWN ON SITE PLAN.
3. FINISH FLOOR ELEVATIONS ARE 8" ABOVE PAD ELEVATIONS.
4. SURFACES NOT IDENTIFIED AS STREETS, SIDEWALKS, DRIVEWAYS OR HOUSES SHALL BE LANDSCAPED.
5. 1' STRIP OF PROPERTY (APN 383-260-83) TO BE ACQUIRED AND INCLUDED INTO THIS PROJECT, HOWEVER, PROPERTY OWNER (HATTIE M. DAVISSON) AND ROBINSON LANE SANTEE, LLC, COULD NOT REACH A PURCHASE AGREEMENT. THIS ROBINSON LANE SANTEE, LLC REQUESTS THE CITY COUNCIL TO ENACT "LEGISLATIVE POLICY MEMORANDUM 91-1, PROCEDURES FOR OBTAINING OFF-SITE RIGHTS-OF-WAY FOR PRIVATE PROJECTS".
6. ROBINSON LANE SANTEE, LLC HEREBY REQUESTS EARLY SUBDIVISION GRADING PER SECTION 15.58.170 OF THE SANTEE MUNICIPAL CODE.
7. THIS IS A MAP OF A RESIDENTIAL CONDOMINIUM PROJECT AS DEFINED IN SECTION 4125 OF THE STATE OF CALIFORNIA CIVIL CODE.

LEGEND

SYMBOL	DESCRIPTION
	EXISTING RIGHT OF WAY
	EXISTING LOT LINE
	EXISTING EASEMENT
	EXISTING WATER MAIN
	EXISTING SEWER MAIN
	EXISTING STORM DRAIN
	EXISTING CURB
	EXISTING BUILDING
	EXISTING FENCE
	EXISTING FIRE HYDRANT
	EXISTING POWER POLE
	SUBDIVISION BOUNDARY
	PROPOSED LOT LINE
	PROPOSED CURB
	PROPOSED EASEMENT LINE
	PROPOSED SETBACK
	PROPOSED WATER MAIN
	PROPOSED SEWER MAIN
	PROPOSED STORM DRAIN
	PROPOSED BUILDING
	PROPOSED CONCRETE PAVING
	PROPOSED BIORETENTION AREA
	PROPOSED MASONRY RETAINING WALL
	PROPOSED SLOPE (2:1 U.O.N.)
	PROPOSED PAD ELEVATION



RECEIVED
SEP 09 2016
BY: TM2015-3



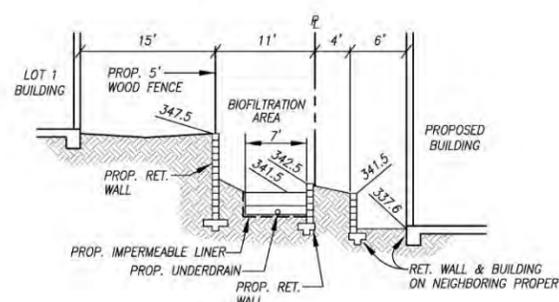
ENGINEER OF WORK

POLARIS DEVELOPMENT CONSULTANTS, INC.
2514 JAMACHA ROAD, SUITE 502-31
EL CAJON, CA 92019
(619) 444-2923

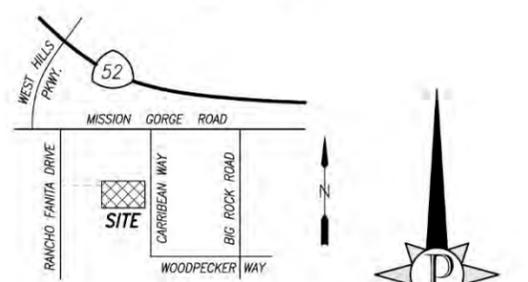
OWNER/SUBDIVIDER

ROBINSON LANE SANTEE, LLC
NAME: DAVID WEILAND
ADDRESS: 771 JAMACHA ROAD, SUITE 516
EL CAJON, CA 92019
PHONE: (619) 334-5200

JOEL A. WAYMIRE R.C.E. 56258 DATE EXP. 12-31-16 DAVID WEILAND DATE



SECTION A-A



VICINITY MAP



CITY OF SANTEE

TENTATIVE MAP & PRELIM. GRADING PLAN
ROBINSON LANE TM2015-3

DEVELOPMENT REVIEW SITE PLAN FOR ROBINSON LANE

EASEMENT NOTES

- ▲ 20' WIDE EASEMENT AND RIGHT-OF-WAY FOR ROAD PURPOSES, PER REVISED MAP OF A PART OF FANITA RANCHO NO. 688, FILED ON OCTOBER 22, 1891. EASEMENT TO BE QUIT-CLAIMED TO OWNER OF UNDERLYING FEE TITLE.
- ▲ EXISTING 20' WIDE PRIVATE RIGHT-OF-WAY FOR ROAD AND INCIDENTAL PURPOSES TO PRIVATE PARTY RECORDED ON 12/11/1937 AS BOOK 715, PAGE 429, O.R. EASEMENT TO BE QUIT-CLAIMED SINCE CARRIBAN WAY IS NOW AVAILABLE AS A PUBLIC ROAD.
- ▲ EXISTING 30' WIDE IRREVOCABLE OFFER TO DEDICATE CARRIBAN WAY PER DOC. REC. 6/21/1982 AS FILE NO. 82-167422, O.R.
- ▲ PROPOSED 30' WIDE PUBLIC UTILITY, FIRE & EMERGENCY VEHICLE ACCESS EASEMENT.
- ▲ PROPOSED 36' WIDE PUBLIC UTILITY, FIRE & EMERGENCY VEHICLE ACCESS EASEMENT.

LEGAL DESCRIPTION

A PORTION OF LOT 1, BLOCK 'E' OF FANITA RANCHO, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 688, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1891.

ALSO INCLUDING AN EASEMENT AND RIGHT-OF-WAY FOR ROAD PURPOSES, OVER THE NORTH 20 FEET OF THE SOUTH 500 FEET OF THE WEST 200 FEET OF LOT 1 IN BLOCK 'E' OF FANITA RANCHO, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO REVISED MAP OF A PART OF SAID RANCHO NO. 688, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1891.

ASSESSOR'S PARCEL NUMBER

383-260-40, 41

DEVELOPMENT SUMMARY

1. GROSS PROJECT AREA: 1.08 AC
2. NET PROJECT AREA: 1.08 AC
3. NUMBER OF EXISTING LOTS: 2
4. NUMBER OF PROPOSED RESIDENTIAL LOTS: 10
5. EXISTING ZONING: R-7 MEDIUM DENSITY RESIDENTIAL
6. PROPOSED ZONING: R-7 MEDIUM DENSITY RESIDENTIAL
7. GENERAL PLAN LAND USE DESIGNATION: MED. DENS. RES.
8. EXISTING LAND USE: SINGLE-FAMILY RESIDENTIAL
9. PROPOSED LAND USE: MULTI-FAMILY RESIDENTIAL
10. SETBACKS:
 - FRONT: 20 FEET
 - EXT. STREET SIDE YARD: 5 FEET
 - INTERIOR SIDE YARD: 5 FEET
 - REAR: 10 FEET

PROJECT NOTES

1. TOPOGRAPHY PER AERIAL SURVEY BY KAPPA SURVEYING FLOWN ON MARCH 24, 2015 (DATUM: NGVD 29).
2. PAD ELEVATIONS SHOWN ON TENTATIVE MAP/PRELIMINARY GRADING PLAN.
3. FINISH FLOOR ELEVATIONS ARE 8" ABOVE PAD ELEVATIONS
4. SURFACES NOT IDENTIFIED AS STREETS, SIDEWALKS, DRIVEWAYS OR HOUSES SHALL BE LANDSCAPED.
5. SEE TENTATIVE MAP FOR PROPOSED LOT DIMENSIONS, WALL ELEVATIONS, AND STREET SECTIONS.

EARTHWORK

1,500 C.Y. CUT
1,500 C.Y. FILL
0 C.Y. BALANCE

LEGEND

SYMBOL	DESCRIPTION
---	EXISTING RIGHT OF WAY
- - - -	EXISTING LOT LINE
- - - -	EXISTING EASEMENT
W	EXISTING WATER MAIN
SS	EXISTING SEWER MAIN
---	EXISTING STORM DRAIN
---	EXISTING CURB
---	EXISTING BUILDING
---	EXISTING FENCE
---	EXISTING FIRE HYDRANT
---	EXISTING POWER POLE
---	SUBDIVISION BOUNDARY
---	PROPOSED LOT LINE
---	PROPOSED CURB
---	PROPOSED EASEMENT LINE
---	PROPOSED SETBACK
W	PROPOSED WATER MAIN
SS	PROPOSED SEWER MAIN
---	PROPOSED STORM DRAIN
---	PROPOSED BUILDING
---	PROPOSED CONCRETE PAVING
---	PROPOSED BIORETENTION AREA
---	PROPOSED MASONRY RETAINING WALL
---	PROPOSED SLOPE (2:1 U.O.N.)
10	LOT NUMBER
2	BUILDING PLAN TYPE

PLAN TYPE SUMMARY

PLAN ONE	10
PLAN TWO	2
TOTAL	12

OWNER/SUBDIVIDER

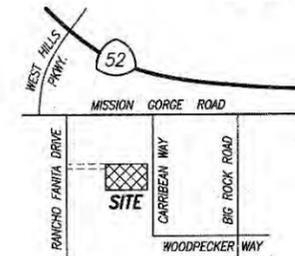
ROBINSON LANE SANTEE, LLC
NAME: DAVID WEILAND
ADDRESS: 771 JAMACHA ROAD, SUITE 516
EL CAJON, CA 92019
PHONE: (619) 334-5200

David Weiland
DAVID WEILAND DATE: 9/9/16

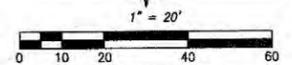
ENGINEER OF WORK

POLARIS DEVELOPMENT CONSULTANTS, INC.
2514 JAMACHA ROAD, SUITE 502-31
EL CAJON, CA 92019
(619) 444-2923

Joel A. Waymire
JOEL A. WAYMIRE DATE: 9/9/16
R.C.E. 56258 EXP. 12-31-16



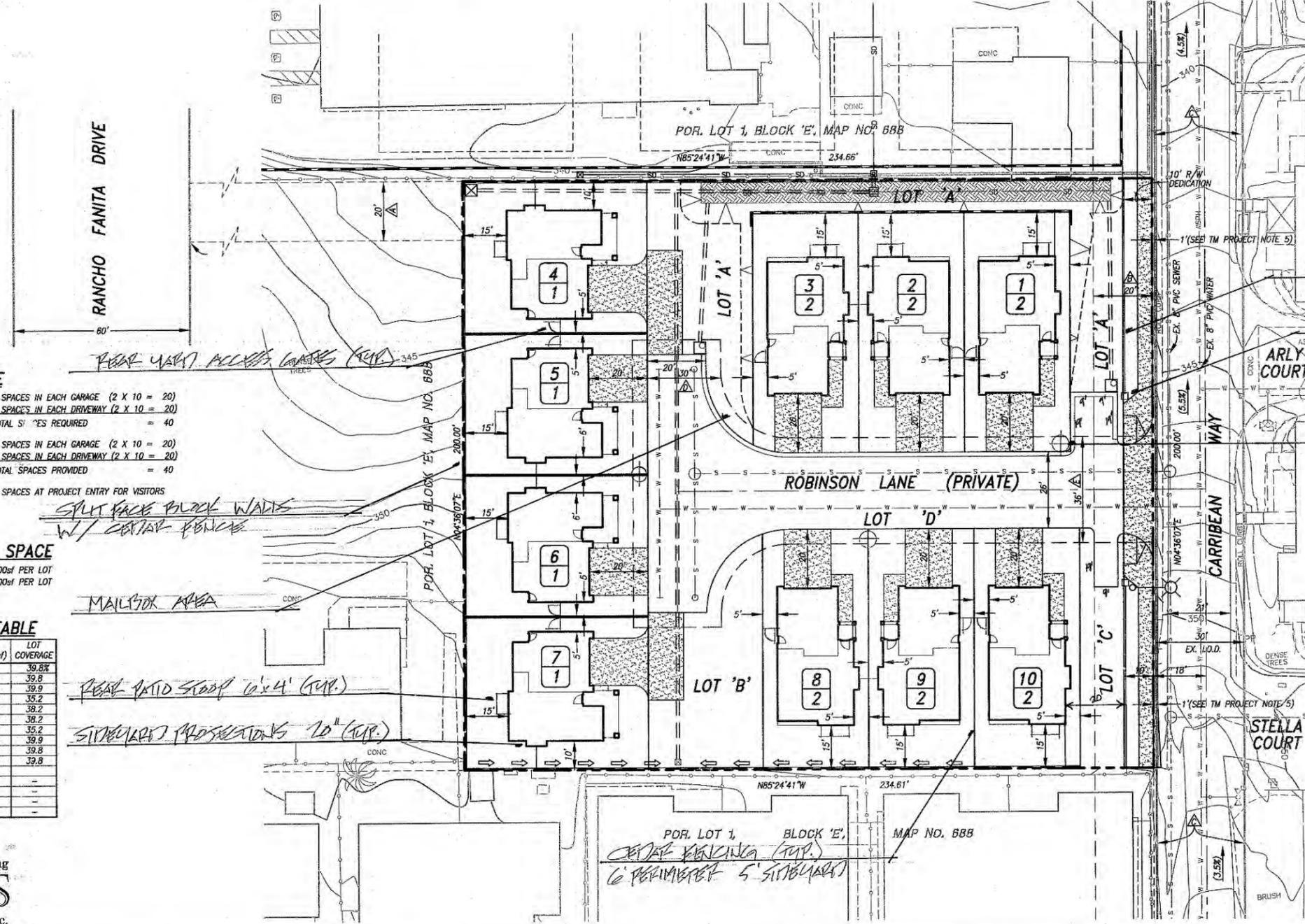
VICINITY MAP
NO SCALE



CITY OF SANTEE

DEVELOPMENT REVIEW NO. 2015-6
ROBINSON LANE

RECEIVED
SEP 09 2016
BY: TM2015-3



PARKING TABLE

AMOUNT REQUIRED:	2 SPACES IN EACH GARAGE (2 X 10 = 20)
	2 SPACES IN EACH DRIVEWAY (2 X 10 = 20)
	TOTAL SPACES REQUIRED = 40
AMOUNT PROVIDED:	2 SPACES IN EACH GARAGE (2 X 10 = 20)
	2 SPACES IN EACH DRIVEWAY (2 X 10 = 20)
	TOTAL SPACES PROVIDED = 40
ADDITIONAL PARKING:	3 SPACES AT PROJECT ENTRY FOR VISITORS

PRIVATE OPEN SPACE

AMOUNT REQUIRED:	100sf PER LOT
AMOUNT PROVIDED:	500sf PER LOT

LOT DATA TABLE

LOT NUMBER	LOT AREA (sf)	BLDG. AREA (sf)	LOT COVERAGE
1	2,928	1,165	39.8%
2	2,928	1,165	39.8
3	2,918	1,165	39.9
4	3,259	1,148	35.2
5	3,008	1,148	38.2
6	3,008	1,148	38.2
7	3,259	1,148	35.2
8	2,922	1,165	39.9
9	2,928	1,165	39.8
10	2,928	1,165	39.8
A	5,076	-	-
B	2,445	-	-
C	1,054	-	-
D	6,266	-	-

Common H.O.A. Area Shrubs/Vines/Groundcover
(40% 5 gal, 60% 1 gal. min, with flatted ground cover) such as:

Agapanthus Africanus / Lily of the Nile
 Anigozanthos SPP. / Kangaroo Paw
 Arbutus Unedo 'Compacta' / Dwarf Strawberry Tree
 Bougainvillea SPP. / Bougainvillea - N.C.N.
 Buxus SPP. / Boxwood SPP.
 Callistemon 'Little John' / Bottle Brush SPP.
 Dianella SPP. / Flax Lily Var.
 Dietes SPP. / Fortnight Lily
 Dodonea V. 'Purpurea' / Hopseed Bush
 Elaeagnus P. Variegata / Silverberry Var.
 Escallonia SPP. / Escallonia N.C.N.
 Festuca SPP. / Blue Fescue Var.
 Gelsemium Sempervirens / Carolina Jessamine
 Grevillea Lanigera / Grevillea - N.C.N.
 Grewia Occidentalis / Lavender Starflower
 Hemerocallis SPP. / Daylily SPP.
 Juniperus SPP. / Juniperus SPP.
 Kniphofia Uvaria / Red Hot Poker
 Ligustrum J. 'Texanum' / Japanese Privet
 Myrtus Communis / Myrtle Var.
 Muhlenbergia SPP. / Deer Grass Var.
 Nandina SPP. / Heavenly Bamboo
 Phormium SPP. / New Zealand Flax SPP.
 Pittosporum SPP. / Pittosporum SPP.
 Rhiphopilepis SPP. / Indian Hawthorn Var.
 Rosmarinus SPP. / Rosemary SPP.
 Trachelospermum Jasminoides / Star Jasmine

Entry Trees:

Schinus Molle / California Pepper Tree
 Ratanos Acerifolia / London Plane Tree

Accent Trees:

Pinus Canariensis / Canary Island Pine

Street Trees:

Arbutus Unedo / Strawberry Tree
 Eriobotrya Deflexa / Bronze Loquat
 Lagerstroemia Indica / Crape Myrtle

Bioswale Trees:

Alnus Rhombifolia / White Alder
 Platanos Racemosa / California Sycamore
 Populus Fremontii / Cottonwood Tree

Citrus Trees:

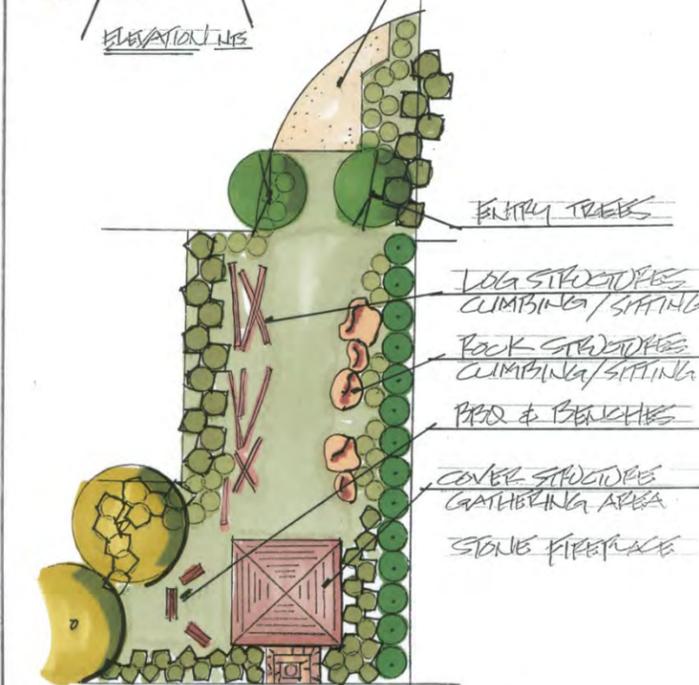
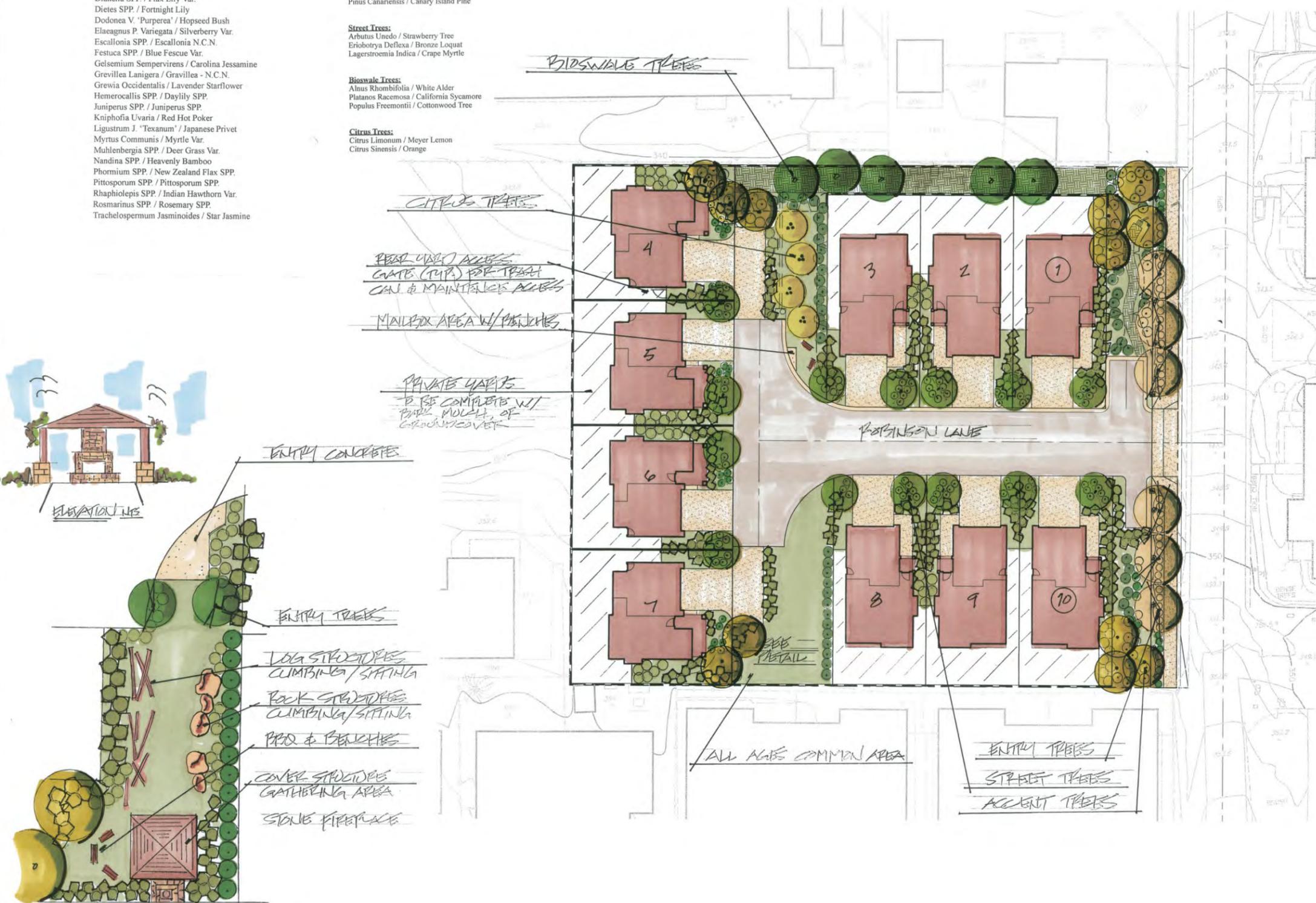
Citrus Limonum / Meyer Lemon
 Citrus Sinensis / Orange

Landscape Notes:

- Improvements such as driveways, utilities, drains, water and sewer laterals shall be designed so as not to prohibit the placement of street trees. All to the satisfaction of the City.
- Plant material shall be maintained in a healthy, disease free growing condition at all times.
- Trees shall be maintained so that all branches over pedestrian walkways are 6 feet above the walkway grade and so all branches over vehicular travel ways are 14 feet above the travel way.
- Root barriers shall be installed where trees are placed within 5 feet of any hardscape material including walks, curbs and patios.
- The planting plan shown is diagrammatic in nature and based on the information known to date. Final tree and shrub locations will be adjusted to remain in accordance with the City of Santee requirements. Trees will not be allowed within 10 feet of any public sewer main or laterals. Required trees will have a minimum planting area of 40SF with a minimum dimension of 5 feet.
- All landscape and irrigation shall conform to the standards of the city-wide landscape regulations and the City of Santee land development manual landscape standards and all other landscape related city and regional standards.
- All graded, disturbed or eroded areas that will not be permanently paved or covered by structures shall be permanently revegetated and irrigated in accordance with the standards in the land development manual.
- Graded pad areas shall be treated to prevent erosion in the event that construction of buildings does not occur within 30 days of following grading.
- An 'exclusive use' private yard area is designated for each unit. These yard areas will be designated in the Conditions, Covenants and Restrictions, and shall remain in existence as long as the subject property exists.
- 6" high curbs will border all landscaped areas that are adjacent to parking areas and driving aisles.
- Lots A, B, & C are to be owned and maintained by the Homeowners Association. These lots are for utilities, maintenance and common recreational use purposes for the benefit of the Homeowners and shall be recorded with the County Recorder and all rules and regulations regarding this lot will be recorded in the Conditions, Covenants and Restrictions.
- All front yards and common area landscape is to be maintained by the HOA through the Conditions, Covenants and Restrictions which provide access by way of maintenance easements.
- All landscape areas to receive a mulch coverage.

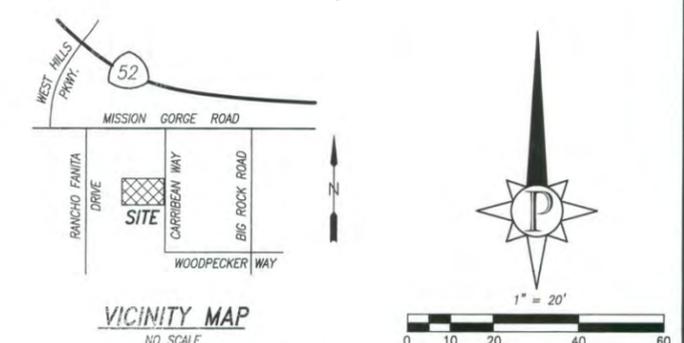
Maintenance Note:

- All required landscape as shown on these plans shall be maintained by the owner until turned over to the community Homeowner's Association in a disease, weed and litter free condition at all times consistent with the City of Santee landscape regulations and standards.



COMMON AREA DETAIL 1"=10'

RECEIVED
 SEP 09 2016
 BY: TM2015-3



VICINITY MAP
 NO SCALE

CITY OF SANTEE
 LANDSCAPE CONCEPT PLAN
 ROBINSON LANE

3-24-16



FRONT ELEVATION 1B
1/4" = 1'-0"



FRONT ELEVATION 1A
1/4" = 1'-0"



FRONT ELEVATION 2-3B
1/4" = 1'-0"



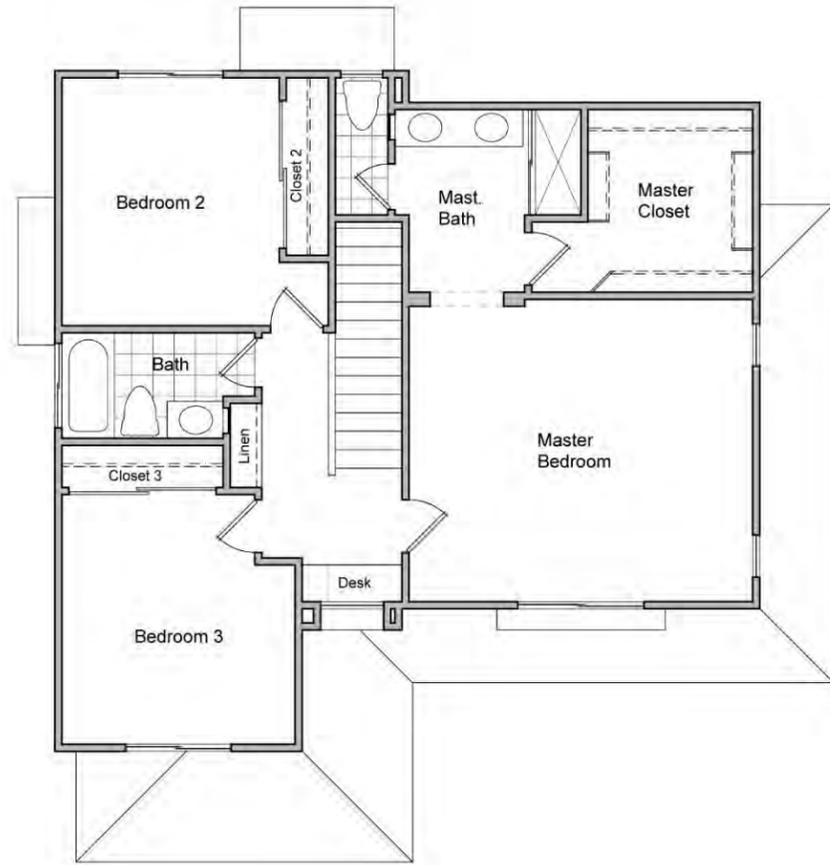
FRONT ELEVATION 2-3A
1/4" = 1'-0"

TRW d e s i g n s
4532 Judson Way
La Mesa
California
91942
T: 619.303.9762
F: 619.303.9762

Robinson Lane
Santee, California
for Infill Development Company

REVISIONS
△
△
△
△
DATE 7/2/16
SCALE 1/4" = 1'-0"
SHEET

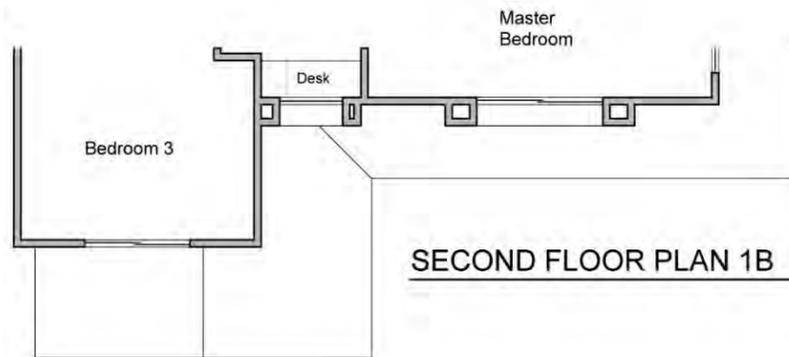
RECEIVED
SEP 09 2016
BY: TM2015-3



SECOND FLOOR PLAN 1A



FIRST FLOOR PLAN 1A



SECOND FLOOR PLAN 1B

RECEIVED
 SEP 09 2016
 BY: TM2015-3

FLOOR PLAN 1

RESIDENCE 1,430 S.F.
 GARAGE/LAUNDRY 479 S.F.

1/4" = 1'-0"

PLAN 1

TRW designs
 4532 Judson Way
 La Mesa
 California
 91942
 T: 619-303-9762
 F: 619-303-9762

Robinson Lane
 Santee, California
 for Infill Development Company

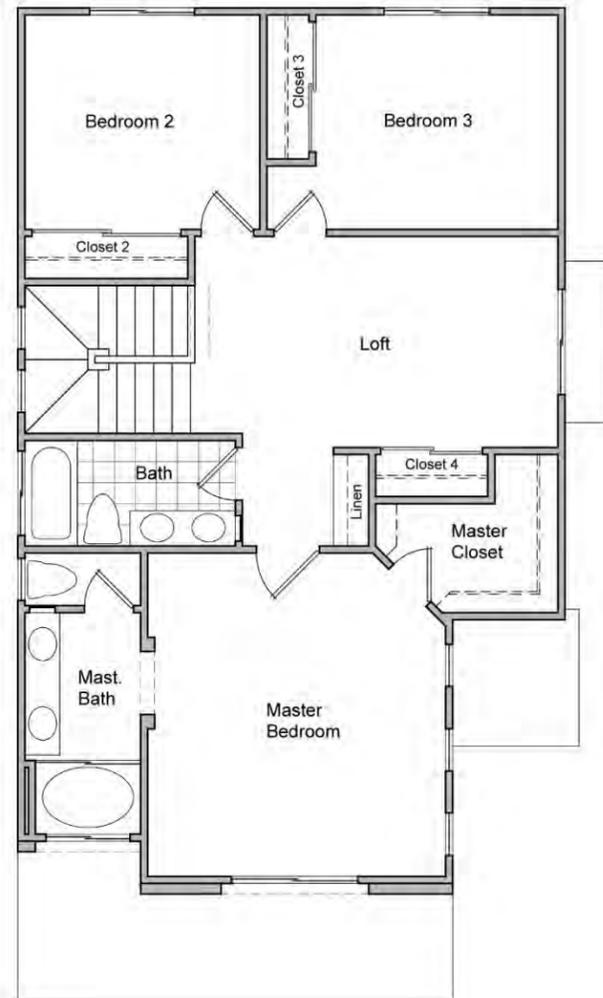
REVISIONS
△
△
△
△

DATE 5/21/15

SCALE 1/4" = 1'-0"

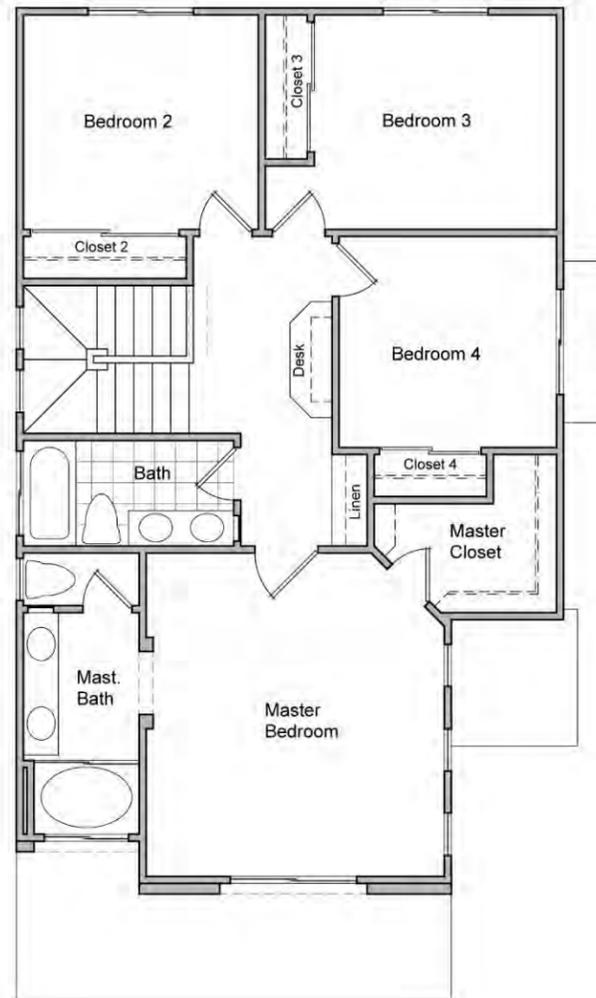
SHEET

1-1



2ND FLOOR PLAN 2

1/4" = 1'-0"



2ND FLOOR PLAN 3

1/4" = 1'-0"



1ST FLOOR PLAN 2 & 3

1/4" = 1'-0"

RESIDENCE 1,619 S.F.
GARAGE/LAUNDRY 446 S.F.

RECEIVED
SEP 09 2016
BY: TM2015-3

PLAN 2 & 3

TRW designs
4532 Judson Way
La Mesa
California
91942
P: 619-303-9762
F: 619-303-9762

Robinson Lane
Santee, California
for Infill Development Company

REVISIONS
△
△
△
△

DATE 5/21/15
SCALE 1/4" = 1'-0"

SHEET
2-1

City of Santee
COUNCIL AGENDA STATEMENT

2B

MEETING DATE September 28, 2016

AGENDA ITEM NO.

ITEM TITLE

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA DECLARING ITS INTENT TO BECOME A GROUNDWATER SUSTAINABILITY AGENCY UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT FOR A PORTION OF THE SAN DIEGO RIVER VALLEY GROUNDWATER BASIN AND NOTIFICATION TO THE DEPARTMENT OF WATER RESOURCES OF SAID INTENT

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

SUMMARY

This Public Hearing is being presented to City Council with recommendations declaring the City's intent to become a Groundwater Sustainability Agency (GSA) under the Sustainable Groundwater Management Act (SGMA). The purpose of the SGMA is to require management of groundwater in a sustainable manner. Several agencies with jurisdictions over the basin also intend to form GSA's over the basin. This GSA formation will ensure that the City protects its ability to maintain its authority within City limits over its portion of the San Diego River Valley Groundwater Basin. This will then help promote the ultimate formation of a single GSA within the San Diego River Valley Groundwater Basin based on agreements for joint management of the basin to assure all interests are protected.

ENVIRONMENTAL REVIEW

The adoption of this resolution does not constitute a "Project" under the California Environmental Quality Act pursuant 15060(c)(3) and 15378(b)(5) since it does not result in any direct or indirect physical change to the environment.

FINANCIAL STATEMENT *m*

There is no significant fiscal impact to the general fund for filing a notice of intent to establish a GSA. Costs consist of staff time and public hearing notice publication charges. The future costs associated with the formation of a GSA are not known at this time.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATIONS *MSP*

1. Conduct and close the Public Hearing
2. Adopt the attached Resolution to elect to become a GSA for the San Diego River Valley Groundwater Basin pursuant to California Water Code Section 10723 within the City limits and notify the DWR within 30 days.

ATTACHMENTS

Staff Report
Resolution
Figure 1. San Diego River Groundwater Basin Boundary

STAFF REPORT

PUBLIC HEARING FOR A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA DECLARING ITS INTENT TO BECOME A GROUNDWATER SUSTAINABILITY AGENCY UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT FOR A PORTION OF THE SAN DIEGO RIVER VALLEY GROUNDWATER BASIN AND NOTIFICATION TO THE DEPARTMENT OF WATER RESOURCES OF SAID INTENT

CITY COUNCIL MEETING September 28, 2016

BACKGROUND

The Sustainable Groundwater Management Act (SGMA) was signed into law and incorporated into the California Water Code on January 1, 2015. SGMA requires that the groundwater of all high- and medium-priority basins must be managed by a Groundwater Sustainability Agency (GSA) and the deadline for the formation is June 30, 2017. The purpose of the SGMA is to require management of groundwater in a sustainable manner. Management of the groundwater entails activities related to measurement of the depth of groundwater, protection of the groundwater from contamination, documentation of groundwater usage and aquifer recharge, and management of water pumped from the aquifer, including potential pumping restrictions. One local agency can decide to become a GSA or a combination of local agencies can decide to form a GSA by using a Joint Powers Authority (JPA), a Memorandum of Agreement (MOA) or other legal agreement. The City's involvement is important to preserve participation in land use policy and SGMA-related decisions that could affect land use and City resources.

Six agencies have been in discussion on the formation of a single GSA and include: the City of Santee, City of San Diego, County of San Diego, Padre Dam Municipal Water District, Helix Water District and Lakeside Water District. The GSA designation process prescribed by SGMA and managed by the Department of Water Resources (DWR) provides that when a local agency elects to become a GSA for a basin or portion of a basin, that decision shall take effect 90 days after DWR posts the notice unless another agency submits a notice of intent to become a GSA over the same area. Consequently, there is an inherent risk for non-filing agencies if another entity is designated as the exclusive GSA. The non-filing agency's authority to make groundwater management decisions within its service area could be compromised if the agency chooses not to file to preserve its options. To protect the ability for the City to maintain its authority with regard to SGMA, it is advisable for the City to file a notice of intent to become a GSA. SGMA does not allow GSAs to have overlapping boundaries, and DWR will not deem an agency the exclusive GSA until overlap issues are worked out by the local agencies. Thus, filing a GSA formation notice with DWR will provide the City with additional time and greater ability to negotiate a favorable agreement with the adjacent or overlapping agencies for SGMA management purposes.

The County of San Diego has filed a GSA formation notice with DWR for the entire San Diego River Valley Groundwater Basin (Figure 1). This notice was posted by the DWR on September 9, 2016. It is in the City's interest to file a GSA notice over its portion of the basin within the 90-day filing period to preserve City options for participating in the SGMA

process with the County and other local agencies through a JPA or MOA; otherwise the County will become the exclusive GSA of the basin in accordance with California Water Code section 10723.8(c). It is anticipated that all five remaining agencies will file notices of intent to form an overlapping GSA within the area covered by the County's GSA notice. To ensure that the City protects its ability to maintain its authority within City limits, staff is recommending City Council adopt the attached resolution forming a GSA over its portion of the basin. This will then help promote the ultimate formation of a GSA within the San Diego River Valley Groundwater Basin based on agreements for joint management of the basin to assure all interests are protected.

In accordance with the requirements of Government Code Section 6066, a Notice of the Public Hearing was published in the East County Californian on September 8 and 15, 2016.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
DECLARING ITS INTENT TO BECOME A GROUNDWATER SUSTAINABILITY
AGENCY UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT FOR
A PORTION OF THE SAN DIEGO RIVER VALLEY GROUNDWATER BASIN AND
NOTIFICATION TO THE DEPARTMENT OF WATER RESOURCES OF SAID INTENT**

WHEREAS, on September 16, 2014, the Sustainable Groundwater Management Act (SGMA) was signed into law and incorporated into the California Water Code, commencing with Section 10720, and became effective on January 1, 2015; and

WHEREAS, SGMA requires the groundwater in the San Diego River Valley Groundwater Basin to be managed by one or more Groundwater Sustainability Agencies (GSAs); and

WHEREAS, Water Code Section 10723(a) authorizes local agencies with land use, water supply or water management responsibilities, or a combination of local agencies, overlying a groundwater basin to elect to become a GSA for the basin; and

WHEREAS, the City is a local agency as defined in the SGMA eligible to serve as a GSA and is committed to the management of its groundwater resources to create and promote sustainable groundwater use in the San Diego River Valley Groundwater Basin; and

WHEREAS, establishing the City as a GSA will help enable the City to coordinate a Groundwater Sustainability Plan (GSP) with other stakeholders to ensure diverse stakeholder interests are represented during GSP development; and

WHEREAS, the City held a public hearing on September 28, 2016 after publication of notice pursuant to Government Code Section 6066; and

WHEREAS, adoption of this resolution does not constitute a "Project" under the California Environmental Quality Act pursuant 15060(c)(3) and 15378(b)(5) since it does not result in any direct or indirect physical change to the environment.

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

SECTION 1: The City does hereby elect to become a GSA for the San Diego River Valley Groundwater Basin pursuant to California Water Code Section 10723 for that portion of the Basin underlying the City limits (Figure 1).

SECTION 2: Staff shall provide notification of this election to the Department of Water Resources per Water Code Section 10723.8 within 30 days from the adoption of this resolution.

RESOLUTION NO. _____

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 28th day of September, 2016 by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

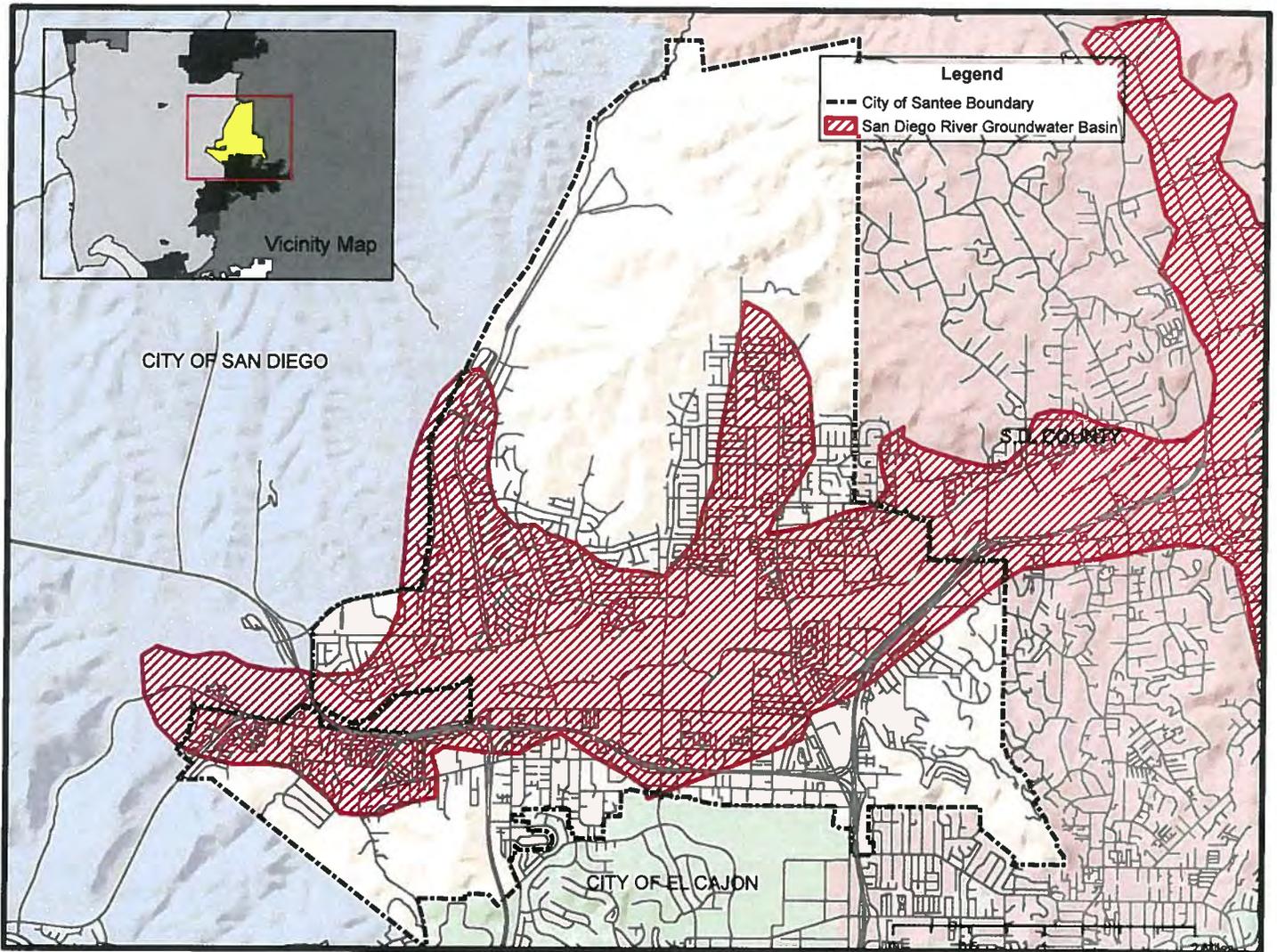
APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

Attachment: Figure 1 San Diego River Valley Groundwater Basin Boundary



San Diego River Groundwater Basin

Date: 9/8/2016



City of Santee
COUNCIL AGENDA STATEMENT

3A

MEETING DATE September 28, 2016

AGENDA ITEM NO.

ITEM TITLE AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 ESTABLISHING A TEMPORARY MORATORIUM ON MARIJUANA USES PENDING THE ENACTMENT OF AN UPDATE TO THE CITY'S MUNICIPAL CODE

DIRECTOR/DEPARTMENT City Attorney

SUMMARY

The City's Municipal Code currently bans marijuana dispensaries, delivery services, and cultivation per Santee Municipal Code Chapter 9.74. On June 28, 2016, the Secretary of State Certified Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") for the November 8, 2016 ballot. If AUMA passes, some of its provisions will take effect on November 9, 2016. AUMA would immediately legalize possession, transport, purchase, use, and transfer of recreational marijuana for individuals 21 years of age or older. Under AUMA, adults could possess up to six living marijuana plants, and any marijuana produced by those plants. It would also legalize the cultivation of marijuana, marijuana delivery services, and recreational marijuana retail services.

However, AUMA will allow local governments to: (1) ban all marijuana-related businesses and retail services; (2) ban outdoor cultivation of marijuana; and (3) reasonably regulate indoor cultivation in private residences, but not ban it outright. The City's current ban on marijuana dispensaries, cultivation, delivery, and manufacture remains valid. Because certain provisions of AUMA become effective November 9, 2016, the City Attorney recommends adopting this Interim Urgency Ordinance to preemptively address some proposed changes to California law in the event AUMA passes on November 8, 2016, and to clarify that the City's existing ban extends to outdoor cultivation of marijuana on a private residence. Without the adoption of this Interim Urgency Ordinance, residents may begin to cultivate marijuana in the City before a non-urgency ordinance would become effective, which may pose serious risks to the public health, safety and welfare. The adoption of this Interim Urgency Ordinance will allow City staff to consider reasonable regulations for indoor and outdoor cultivation of marijuana as allowed under AUMA. This Interim Urgency Ordinance is intended to remain in effect only until the adoption of a non-urgency ordinance establishing regulations regarding indoor and outdoor cultivation of marijuana on private residences, and shall be of no further force and effect 45 days from its date of adoption. Due to noticing requirements, City staff cannot introduce a non-urgency ordinance to Council until the October 12, 2016 meeting (for approval October 26, 2016); such an ordinance would not be effective until November 26, 2016. The Interim Urgency Ordinance is intended to close any potential loopholes in the City's current ban, during the period between the November 9, 2016 AUMA effective date and the November 26, 2016 effective date of a non-urgency ordinance. Because it is an urgency ordinance, this Interim Urgency Ordinance may only be approved by a four-fifths (4/5) vote.

FINANCIAL STATEMENT ^{jm} There is no financial impact from this action.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION ^{MDB} Adopt Interim Urgency Ordinance.

ATTACHMENT Interim Urgency Ordinance.

ORDINANCE NO. _____

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 ESTABLISHING A TEMPORARY MORATORIUM ON MARIJUANA USES PENDING THE ENACTMENT OF AN UPDATE TO THE CITY'S MUNICIPAL CODE

WHEREAS, the City of Santee, California (the "City") is a charter city, duly organized under the constitution, the Santee City Charter, and laws of the State of California; and

WHEREAS, California Government Code section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, the City passed Ordinance No. 538 on January 27, 2016; and

WHEREAS, the City desires to continue to ban all marijuana dispensaries, cultivation, and delivery service land uses within the City to the extent allowed by California law. This Ordinance updates the Municipal Code to effectuate that aim; and

WHEREAS, on June 28, 2016, the Secretary of State certified Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA"), for the November 8, 2016 ballot; and

WHEREAS, the AUMA would become law if a majority of the electorate votes "Yes" on the proposition; and

WHEREAS, the AUMA would regulate, among other items, the use of marijuana for personal and commercial purposes, including the recreational use of marijuana by adults over 21 years of age; and

WHEREAS, to regulate personal use of marijuana the AUMA would add Section 11362.1 to the Health and Safety Code, which makes it "lawful under state and local law" for persons 21 years of age or older to "possess, process, transport, purchase, obtain, or give away to persons 21 years of age or older without any compensation whatsoever" up to 28.5 grams of marijuana in the form of concentrated cannabis or not more than eight grams of marijuana in the form of concentrated cannabis contained in marijuana products; and

WHEREAS, the AUMA would make it lawful for those individuals to "possess, plant, cultivate, harvest, dry, or process not more than six living marijuana plants and possess the marijuana produced by the plants;" and

WHEREAS, the AUMA would make it lawful for those individuals to smoke or ingest marijuana or marijuana products; and

ORDINANCE NO. _____

WHEREAS, should the AUMA pass, many of its provisions would take effect on November 9, 2016; and

WHEREAS, to regulate commercial use of marijuana, the AUMA would add Division 10 (Marijuana) to the Business & Professions Code, which grants state agencies “the exclusive authority to create, issue, renew, discipline, suspend, or revoke” licenses for businesses including the transportation, storage, distribution, sale, cultivation, manufacturing, and testing of marijuana; and

WHEREAS, the AUMA provides that the above state agencies shall promulgate rules and regulations and shall begin issuing licenses under Division 10 by January 1, 2018; and

WHEREAS, the AUMA states that a local jurisdiction shall not prevent transportation of marijuana or marijuana products on public roads by a licensee transporting marijuana or marijuana products in compliance with Division 10; and

WHEREAS, the AUMA would authorize cities to “reasonably regulate” without completely prohibiting cultivation of marijuana inside a private residence or inside an “accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure”; and

WHEREAS, the AUMA would authorize cities to completely prohibit outdoor cultivation on the grounds of a private residence, up to and until a “determination by the California Attorney General that nonmedical use of marijuana is lawful in the State of California under federal law”; and

WHEREAS, the AUMA would authorize cities to completely prohibit the establishment or operation of any marijuana business licensed under Division 10 within its jurisdiction, including marijuana dispensaries, marijuana retailers, and marijuana delivery services; and

WHEREAS, absent appropriate local regulation authorized by the AUMA, state regulations will control; and

WHEREAS, the “Medical Marijuana Regulation and Safety Act” (“MMRSA”), which took effect January 1, 2016, regulates use of marijuana for medical purposes; and

WHEREAS, the MMRSA contains a provision which provides that the State shall become the sole authority for regulation under certain parts of the Act unless local governments pass their own regulations; and

WHEREAS, in May 2013, the California Supreme Court held in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.*, 56 Cal. 4th 729 (2013) that cities have the authority to regulate or ban outright medical marijuana land uses; and

ORDINANCE NO. _____

WHEREAS, the California Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering or crime; and

WHEREAS, under the Federal Controlled Substances Act, the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need; and

WHEREAS, the indoor cultivation of marijuana has potential adverse effects to the health and safety of the occupants; including structural damage to the building due to increased moisture and excessive mold growth which can occur and can pose a risk of fire and electrocution; additionally, the use of pesticides and fertilizers can lead to chemical contamination within the structure; and

WHEREAS, based on the experiences of other cities, these negative effects on the public health, safety, and welfare are likely to occur, and continue to occur, in the City due to the establishment and operation of marijuana cultivation, processing, and distribution uses; and

WHEREAS, based on the findings above the potential establishment of marijuana cultivation and other uses in the City without regulation poses a current and immediate threat to the public health, safety, and welfare in the City due to the negative land use and other impacts of such uses as described above; and

WHEREAS, it is in the interest of the City, its residents, and its lawfully permitted businesses that City staff undertake a study to consider zoning, zoning ordinance amendments, and/or other measures to regulate recreational cultivation of marijuana; and

WHEREAS, California Government Code Section 65858 expressly authorizes the City Council to adopt by four-fifths (4/5) vote, without following the procedures otherwise required for the adoption of a zoning ordinance, an urgency ordinance which is necessary for the immediate protection of the public health, safety, and welfare; and

WHEREAS, it is the present intention of the City Council to keep this Urgency Ordinance in effect only until the adoption of an ordinance establishing regulations regarding personal cultivation of marijuana.

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

SECTION 1. The City Council of the City of Santee hereby finds and determines that all of the above Recitals are true and correct and incorporates such Recitals into this Ordinance as if sully set forth herein.

ORDINANCE NO. _____

SECTION 2. Findings.

The City Council hereby finds, determines, and declares that this Urgency Ordinance adopted pursuant to California Government Code Section 65858 is necessary because:

- A. Certain provisions of the AUMA become effective November 9, 2016, and contain provisions which allow for local governments to reasonably regulate or ban certain activities thereunder.
- B. To allow time for the City to consider, study, and enact regulations for personal marijuana cultivation, it is necessary to clarify that the City's existing ban on marijuana dispensaries, cultivation, manufacture and delivery extends to personal outdoor cultivation, and to suspend any personal outdoor marijuana cultivation as such use may be in conflict with the development standards and implementation regulations that the City will ultimately impose after the City has considered and studied this issue, which shall be accomplished within a reasonable time.
- C. A moratorium will provide the City with time to study personal marijuana cultivation uses and potential impacts such land uses may have on the public health, safety, and welfare.
- D. Without the imposition of a temporary moratorium on the establishment of personal marijuana cultivation, the City anticipates that one (1) or more marijuana cultivation uses may locate in the City before a non-urgency ordinance would become effective, and that such uses may pose serious risks to the public health, safety, and welfare.
- E. There is a current and immediate threat to the public health, safety, and welfare of the City and its community, thereby necessitating the immediate enactment of this moratorium as an urgency ordinance in order to ensure that personal outdoor cultivation of marijuana is prohibited in the City. Imposition of a moratorium will allow the City sufficient time to conclude the preparation and enactment of a comprehensive ordinance for the regulation of personal cultivation of marijuana.

SECTION 3. Urgent Need.

Based on the foregoing recitals and findings, all of which are deemed true and correct, this interim Ordinance is urgently needed for the immediate preservation of the public health, safety, and welfare. This interim Ordinance shall take effect immediately upon adoption and shall be of no further force and effect forty-five (45) days following the date of its adoption unless extended in accordance with the provisions set forth in Government Code Section 65858.

ORDINANCE NO. _____

SECTION 4. Definitions.

For purposes of this Ordinance, the following definitions shall apply:

- A. "Commercial marijuana activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery or sale of marijuana and marijuana products.
- B. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.
- C. "Delivery" means the commercial transfer of marijuana or marijuana products to a customer. "Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer, or independently licensed under California law, that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of marijuana or marijuana products.
- D. "Distribution" means the procurement, sale, and transport of marijuana and marijuana products between entities for commercial use purposes.
- E. "Licensee" means the holder of any state issued license related to marijuana activities, including but not limited to licenses issued under Division 10 of the Business & Professions Code.
- F. "Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a marijuana product.
- G. "Marijuana" means all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include:
 - i. Industrial hemp, as defined in Section 11018.5 of the California Health & Safety Code; or
 - ii. The weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.
- H. "Marijuana accessories" means any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana or marijuana products into the human body.

ORDINANCE NO. _____

- I. "Marijuana products" means marijuana that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing marijuana or concentrated cannabis and other ingredients.
- J. "Person" includes any individual, firm, co-partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.
- K. "Private residence" means a house, an apartment unit, a mobile home, or other similar dwelling.
- L. "Sale" includes any transaction whereby, for any consideration, title to marijuana is transferred from one person to another, and includes the delivery of marijuana or marijuana products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of marijuana or marijuana products by a licensee to the licensee from whom such marijuana or marijuana product was purchased.
- M. Any term defined in this Section also means the very term as defined in the California Business & Professions Code or the California Health & Safety Code, unless otherwise specified.

N.

SECTION 5. Prohibited Use.

For the period of this Ordinance or any extension thereof marijuana dispensaries, cultivation, manufacturers, and delivery of marijuana, as defined herein, shall continue to be prohibited uses in all zoning districts of the City. During the effective period of this Ordinance, no such use shall be established or continued if previously established, and no use permit, variance, building permit, or any other entitlement or permit, whether administrative or discretionary, shall be approved or issued for the establishment or operation of a dispensary, marijuana cultivation use, marijuana manufacturing use, or delivery of marijuana as defined herein in any zoning district, and no person shall otherwise establish such businesses or operations in any zoning district.

SECTION 6. Penalty for Violation.

No person, whether as principal, agent, employee or otherwise, shall violate, cause the violation of, or otherwise fail to comply with any of the requirements of this section. Every act prohibited or declared unlawful, and every failure to perform an act made mandatory by this section, shall be a misdemeanor or an infraction, at the discretion of the City Attorney or the District Attorney. In addition to the penalties provided in this section, any condition caused or permitted to exist in violation of any of the provisions of this section is declared a public nuisance and may be abated as provided in Chapter 1.14 of this Municipal Code and/or under state law.

ORDINANCE NO. _____

SECTION 7. Authority.

This interim Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council of the City of Santee by Government Code Section 65858, and therefore shall be in full force and effect immediately upon its adoption by a four-fifths (4/5) vote of the City Council. This interim Urgency Ordinance shall continue in effect for forty-five (45) days from the date of its adoption and shall thereafter be of no further force and effect unless, after notice pursuant to Government Code Section 65090 and a public hearing, the City Council extends this interim Urgency Ordinance for an additional period of time pursuant to Government Code 65858. Government Code 65858 further provides that such an urgency measure may be extended following compliance with that section for up to an additional twenty-two (22) months and fifteen (15) days beyond the original forty-five (45) day period.

SECTION 8. Council Direction.

During the period of this Ordinance, and any extension thereof, the City Council hereby directs City staff to: (1) consider reasonable regulations for personal cultivation of marijuana that be may authorized by AUMA; (2) to issue a written report describing the measures which the City has taken to address the conditions which led to the adoption of this Ordinance with the City Council ten (10) days prior to the expiration of this interim Urgency Ordinance, or any extension thereof, and such report shall be made available to the public.

SECTION 9. CEQA.

This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of San Diego in accordance with CEQA Guidelines.

SECTION 10. 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.

ORDINANCE NO. _____

SECTION 11. Custodian of Records.

The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 10601 Magnolia Ave, Santee, CA 92071. The custodian of these records is the City Clerk.

SECTION 12. Restatement of Existing Law.

Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution for violations of ordinances, which violations were committed prior to the effective date hereof, nor be construed as a waiver of any license or penalty or the penal provisions applicable to any violation thereof. The provisions of this Ordinance, insofar as they are substantially the same as ordinance provisions previously adopted by the City relating to the same subject matter or relating to the enumeration of permitted uses under the City's zoning code, shall be construed as restatements and continuations, and not as new enactments.

SECTION 13. The City Clerk shall certify as to the adoption of this Urgency Ordinance and shall cause it to be published within fifteen (15) days of the adoption and shall post a certified copy of this Urgency Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with California Government Code Section 36933.

PASSED AND ADOPTED this ____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

City of Santee
COUNCIL AGENDA STATEMENT

8A

MEETING DATE September 28, 2016

AGENDA ITEM NO.

ITEM TITLE REQUEST TO FUND LEGISLATIVE ADVOCACY FIRM

DIRECTOR/DEPARTMENT Marlene Best, City Manager

MBB
by JB

SUMMARY

On April 12, 1995 the City Council approved the hiring of Ellison Wilson Advocacy, LLC to perform legislative advocacy services in Sacramento for the City of Santee. Fourteen years later, on September 1, 2009, the City informed the firm that the advocacy contract would need to be cancelled due to extreme funding concerns. On September 10, 2009 the firm sent a letter to the City stating that they were "not fair weather friends" and would propose to continue providing services to Santee on a "pro bono" basis until funding was available. The "pro bono" status agreement was approved by the City Council on September 23, 2009. The firm has continued this arrangement since 2009. Ellison Wilson has sent a letter to the City requesting reconsideration of a paid advocacy status with Santee if funding is available, and they have made recent phone calls regarding the issue. They are requesting a Legislative Advocate retainer with a fee of \$1,500/month or \$18,000/year. This fee is 60% of what the company was paid prior to 2009.

Given that the State Legislature is currently out of session until January 2017, staff suggests that if Council wishes to approve a retainer agreement that it also begin in January 2017.

FINANCIAL STATEMENT

The adopted FY 2016-17 operating budget does not include funding for legislative advocacy services. An appropriation from the General Fund reserves in the amount of \$9,000 would be required if the City Council authorizes a retainer agreement effective January 2017.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION

Staff is seeking Council direction on this request.

ATTACHMENTS

Ellison Wilson request letter dated May 24, 2016.

ELLISON WILSON ADVOCACY, LLC
GOVERNMENTAL AFFAIRS - LEGISLATIVE ADVOCACY

1201 K STREET, SUITE 1960

P.O. BOX 189518

SACRAMENTO, CA 95818

916-448-2187 - Fax 916-448-5346

lobby@ellisonwilson.com

www.ellisonwilson.com

BROOKS ELLISON
Legislative Advocate
Attorney at Law

PATRICK WHALEN
Legislative Advocate
Attorney at Law

JORDAN ELLISON
Legislative Advocate

BOB WILSON
Attorney at Law
Member, California State Senate (ret.)
Member, California State Assembly (ret.)

KIRK BLACKBURN
Legislative Advocate
Attorney at Law

May 24, 2016

Marlene Best
City Manager
City of Santee
10601 Magnolia Avenue
Santee, CA 92071

Dear Marlene:

On April 12, 1995 the City Council approved a resolution authorizing the hiring our Firm as the Legislative Advocate for the City.

Fourteen years later, on September 1, 2009, we received an urgent letter from the City indicating that due to "some of the most challenging economic times in history" the City was forced to make difficult decisions "to ensure the City (could) continue to provide essential services to (its) citizens." We were advised that as part of the City's response to this crisis our contract was being terminated.

We immediately called Mayor Voepel and advised him that we were not fair weather friends and had no intention of abandoning the City that we had served for so long in its time of crises. We told the Mayor we would represent the City pro bono until it successfully navigated through the crises. On September 10, 2009 we sent a letter to the full Council and City Manager formally notifying them of our intention to continue to provide services to the City and on September 23, 2009 the Council approved our "pro bono" Legislative Advocacy agreement.

Over the last 7 years the City has made historic strides in making the City not only one of the most fiscally stable but also one of the safest and best run Cities in the region—all without raising taxes.

Given the City's current status we are respectfully requesting the City Council approve a new paid Legislative Advocacy retainer with our Firm in the amount of \$1,500 per month/\$18,000 per year. This amount is only 60 percent of the amount we were receiving in 2009 (\$2,500 mo./\$30,000 yr.), and we hope the City believes, as we do, that it represents a reasonable and fiscally prudent step towards a more traditional consulting relationship.

On behalf of everyone at Ellison Wilson Advocacy we are proud of our representation of the City since 1995 through the good times—and the hard times. And we look forward to continue to represent the City well into the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'BSE', with a stylized flourish at the end.

Brooks Ellison
Managing Partner
Ellison Wilson Advocacy, LLC